STATE BOARD OF EDUCATION MEETING
August 11-12, 2010
Idaho State University
Rendezvous Complex
Pocatello, Idaho

STATE of IDAHO
BOARD of EDUCATION

Wednesday, August 11, 2010, 9:00 am, Idaho State University, Pocatello, Idaho

Nampa Classical Academy Charter School – Charter Revocation Appeal

EXECUTIVE SESSION (Closed to the Public)

A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(d) for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code;

Wednesday, August 11, 2010, 1:00 pm, Idaho State University, Pocatello, Idaho

DEPARTMENT OF EDUCATION

1. Superintendent's Update
2. Proposed Rule – IDAPA 08.02.03.004, Rules Governing Thoroughness Incorporated By Reference – Common Core Standards For Math
3. Proposed Rule – IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated By Reference – Common Core Standards For English Language Arts
4. Proposed Rule – IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated By Reference – Information And Communication Technology (ICT) Standards
5. Temporary And Proposed Rule – IDAPA 08.02.03.111, Timeline For Dissemination Of Assessment Results And Communication To Parents
6. Temporary And Proposed Rules – IDAPA 08.02.03.004.03 – Incorporation By Reference, The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAO) And Accountability Procedures; IDAPA 08.02.03.004.04 – Incorporation By Reference, The Idaho English Language Assessment (IELA) Achievement Standards; IDAPA 08.02.03.112 – Accountability, Adequate Yearly Progress (AYP) Definitions
7. Temporary And Proposed Rule – IDAPA 08.02.03.105, Removal Of The Science ISAT From The Graduation Requirement
8. Temporary/Proposed Rule Change IDAPA 08.02.03.109 – Special Education
9. Proposed Rule IDAPA 08.02.03.160-161 – Safe And Supportive Schools
10. Changes To The Idaho Special Education Manual
11. Approval For "New School" Status For Schools In Restructuring

12. Adoption Of Curricular Materials And Related Instructional Materials As Recommended By The Curricular Materials Selection Committee
13. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – School Social Work Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
14. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – Health Teacher Standards IDAPA 08.02.02.004, Rules Governing Uniformity , Incorporation By Reference, And Proposed Revision To IDAPA 08.02.022, Endorsements E-L – Health (6-12) Endorsement
15. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – Social Studies Foundation And Enhancement Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
16. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – Science Foundation And Enhancement Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
17. Proposed Rule Clarification To IDAPA 08.02.02.024, Endorsements M-Z – Natural Science (6-12) Endorsement
18. Proposed Online Teacher Endorsement (Pre-k-12) Language For IDAPA 08.02.02.033
19. Proposed Addition To The Idaho Standards For Initial Certification Of Professional School Personnel – Pre-Service Technology Standards, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
20. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – Idaho Standards For Mathematics Teachers, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
21. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – Idaho Standards For Elementary Education Teachers, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
22. Proposed Changes To IDAPA 08.02.02.022 And 08.02.02.024, Rules Governing Uniformity- Endorsements A-D And M-Z; Art (K-12 Or 6-12) Communications/Drama (6-12), Drama (6-12), Music (6-12 Or K-12)
23. Proposed Revision To The Idaho Standards For Initial Certification Of Professional School Personnel – Idaho Foundation And Enhancement Standards For Visual And Performing Arts Teachers, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference
24. Proposed Early Childhood Special Education Endorsement (Pre-K-3) Language For IDAPA 08.02.02.028, Exceptional Child Certificate

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25. Revision Of The Idaho Standards For Public School Driver Education And Training
26. Temporary And Proposed Rule – Mastery Advancement Pilot Program (MAPP)
27. Boise School District – Request for Rule Waiver
28. 2009-2010 Accreditation Summary Report Of Idaho Schools

EXECUTIVE SESSION (Closed to the Public)

Pursuant to Idaho Code Section 67-2345(1)(b), for the purpose of considering the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

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

OPEN SESSION

1. Board In-service – Parliamentary Procedure/Orientation Manual

Thursday, August 12, 2010, 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 – New Positions
2. Idaho State University – New Positions
3. University of Idaho – Reactivation of Position
4. Eastern Idaho Technical College – New Positions

PPGA

5. Alcohol Permits Issued by University Presidents

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Idaho State University Annual Report
2. Presidents' Council Report
3. Idaho Public Television – Annual Report
4. Idaho Digital Learning Academy – Annual Report
5. Danny Marona Performing Arts Scholarship Presentation
6. Doug Sayer Presentation
7. Eastern Idaho Technical College Advisory Council
8. Chief Executive Officer Contracts
9. College of Western Idaho – License Plate
10. State Completion Goal
11. Institutional Peers
12. Proposed Rule – Comprehensive Literacy Assessment
13. Proposed Rule – Alternate Mechanism to Graduation Requirements
14. Proposed Rule – Post-secondary Education Institution & Proprietary School Registration

AUDIT

1. Audit Committee Report and Update on Codes of Conduct and Compliance Officer

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Idaho State University – Employment Agreement – Head Women's Soccer Coach
2. University of Idaho - Employment Agreement – Director of Tennis
3. University of Idaho - Employment Agreement – Head Swim Team Coach
4. University of Idaho - Employment Agreement – Head Men's Basketball Coach
5. University of Idaho - Employment Agreement – Head Women's Basketball Coach

Section II – Finance

1. FY 2012 Budget Requests
2. FY 2012 Capital Budget Requests
3. NCAA Academic Progress Rate (APR) Reports

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4. Review of Board Policy – Section V.R., Differential Fees
5. Amendment to Board Policy – Section V.R. – In-Service Teacher Education Fees, 2nd Reading
6. Boise State University – KBSU Radio Frequency License Sale,
7. Boise State University – American Campus Communities Settlement
8. Boise State University – Student Housing Facilities Project
9. Boise State University – Construction Projects, Line of Credit
10. University of Idaho – Energy Services Performance Contract – Additional Authorization
11. University of Idaho –Police & Security Services
12. University of Idaho – Security Services Contract, Allied Barton
13. University of Idaho – Promotion & Rank Policy Changes
14. University of Idaho – Outdoor Track Debt Resolution
15. University of Idaho – Kibbie Dome Debt Resolution
16. Eastern Idaho Technical College – Delegation of SHIP Approval to Chief Executive Officer

INSTRUCTION, RESEARCH & STUDENT AFFAIRS – Ken Edmunds (50 min)

1. Boise State University – Approval of Notice of Intent: Change in the Minimum Number of Credits for Baccalaureate Degree to 120
2. State Longitudinal Data System
3. Higher Education Research Council (HERC) Appointments
4. Second Reading, Proposed Amendments to Board Policy III.Y., Advanced Opportunities

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.

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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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SUBJECT

Proposed Rule- IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated by Reference- Common Core Standards for Math

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Common Core Standards have been developed as a joint effort between the Council of Chief State School Officers (CCSSO) and the National Governors Association (NGA). The goal of the work was to ensure that students graduating from high school are college and career ready. The development team vowed to make the standards clearer, higher, and fewer. The work was started during the spring of 2009 and we have been given draft documents for review along this process.

We met with teams of math teachers, curricular specialists, and administrators that serve the content area of mathematics. We developed comments and shared them with CCSSO and NGA. This first public draft document was published on March 10th. The SDE math "working group" met on March 15th to discuss the future plan for Idaho in regards to these standards. Although these standards will be common across the nation, Idaho may add up to 15% unique state goals and objectives to be incorporated into the document after the October public comment period to better serve Idaho students.

These standards are entirely new; therefore, a document with strikethrough as typically attached is not included this time.

ATTACHMENTS

Attachment 1 – Proposed change of IDAPA 08.02.03.004	Page 3
Attachment 2 – Common Core Document for Math	Page 5
Attachment 3 – Common Core State Standards PowerPoint	Page 99

BOARD ACTION

A motion to approve the Idaho Content Standards for Math as submitted effective for the 2013-2014 academic year.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness to incorporate by reference the Idaho Content Standards for Math.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

004. INCORPORATION BY REFERENCE.
The following documents are incorporated into this rule: (3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. 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. ~~(SD 2010)~~(____)

a. Driver Education, as revised and adopted on August 21, 2008. (SD 2010)

b. Health, as revised and adopted on April 17, 2009. (SD 2010)

c. Humanities Categories: (SD 2010)

i. Art, as revised and adopted on April 17, 2009; (SD 2010)

ii. Dance, as revised and adopted on April 17, 2009; (SD 2010)

iii. Drama, as revised and adopted on April 17, 2009; (SD 2010)

iv. Interdisciplinary, as revised and adopted on April 17, 2009; (SD 2010)

v. Music, as revised and adopted on April 17, 2009; (SD 2010)

vi. World languages, as revised and adopted on April 17, 2009. (SD 2010)

d. English Language Arts~~, Part I: reading~~, as revised and adopted on ~~August 21, 2008~~August 11, 2010. ~~(SD 2010)~~(____)

~~**e.** Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. (SD 2010)~~

~~f~~e. Limited English Proficiency, as revised and adopted on August 21, 2008. (SD 2010)

~~g~~f. Mathematics, as revised and adopted on ~~August 21, 2008~~August 11, 2010. ~~(SD 2010)~~(____)

~~h~~g. Physical Education, as revised and adopted on April 17, 2009. (SD 2010)

~~i~~h. Science, as revised and adopted on April 17, 2009. (SD 2010)

~~j~~i. Social Studies, as revised and adopted on April 17, 2009. (SD 2010)

j. Information and Communication Technology, as revised and adopted on April 22, 2010 (____)

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 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)

COMMON CORE STATE STANDARDS FOR

Mathematics

COMMON CORE
STATE STANDARDS INITIATIVE
PREPARING AMERICA'S STUDENTS FOR COLLEGE & CAREER

Table of Contents

Introduction

Toward greater focus and coherence

> *Mathematics experiences in early childhood settings should concentrate on (1) number (which includes whole number, operations, and relations) and (2) geometry, spatial relations, and measurement, with more mathematics learning time devoted to number than to other topics. Mathematical process goals should be integrated in these content areas.*
>
> — Mathematics Learning in Early Childhood, National Research Council, 2009

> *The composite standards [of Hong Kong, Korea and Singapore] have a number of features that can inform an international benchmarking process for the development of K–6 mathematics standards in the U.S. First, the composite standards concentrate the early learning of mathematics on the number, measurement, and geometry strands with less emphasis on data analysis and little exposure to algebra. The Hong Kong standards for grades 1–3 devote approximately half the targeted time to numbers and almost all the time remaining to geometry and measurement.*
>
> — Ginsburg, Leinwand and Decker, 2009

> *Because the mathematics concepts in [U.S.] textbooks are often weak, the presentation becomes more mechanical than is ideal. We looked at both traditional and non-traditional textbooks used in the US and found this conceptual weakness in both.*
>
> — Ginsburg et al., 2005

> *There are many ways to organize curricula. The challenge, now rarely met, is to avoid those that distort mathematics and turn off students.*
>
> — Steen, 2007

For over a decade, research studies of mathematics education in high-performing countries have pointed to the conclusion that the mathematics curriculum in the United States must become substantially more focused and coherent in order to improve mathematics achievement in this country. To deliver on the promise of common standards, the standards must address the problem of a curriculum that is "a mile wide and an inch deep." These Standards are a substantial answer to that challenge.

It is important to recognize that "fewer standards" are no substitute for focused standards. Achieving "fewer standards" would be easy to do by resorting to broad, general statements. Instead, these Standards aim for clarity and specificity.

Assessing the coherence of a set of standards is more difficult than assessing their focus. William Schmidt and Richard Houang (2002) have said that content standards and curricula are coherent if they are:

> *articulated over time as a sequence of topics and performances that are logical and reflect, where appropriate, the sequential or hierarchical nature of the disciplinary content from which the subject matter derives. That is, what and how students are taught should reflect not only the topics that fall within a certain academic discipline,* ***but also the key ideas*** *that determine how knowledge is organized and generated within that discipline. This implies*

> *that to be coherent, a set of content standards must evolve from particulars (e.g., the meaning and operations of whole numbers, including simple math facts and routine computational procedures associated with whole numbers and fractions) to deeper structures inherent in the discipline. These deeper structures then serve as a means for connecting the particulars (such as an understanding of the rational number system and its properties).* (emphasis added)

These Standards endeavor to follow such a design, not only by stressing conceptual understanding of key ideas, but also by continually returning to organizing principles such as place value or the properties of operations to structure those ideas.

In addition, the "sequence of topics and performances" that is outlined in a body of mathematics standards must also respect what is known about how students learn. As Confrey (2007) points out, developing "sequenced obstacles and challenges for students…absent the insights about meaning that derive from careful study of learning, would be unfortunate and unwise." In recognition of this, the development of these Standards began with research-based learning progressions detailing what is known today about how students' mathematical knowledge, skill, and understanding develop over time.

Understanding mathematics

These Standards define what students should understand and be able to do in their study of mathematics. Asking a student to understand something means asking a teacher to assess whether the student has understood it. But what does mathematical understanding look like? One hallmark of mathematical understanding is the ability to justify, in a way appropriate to the student's mathematical maturity, *why* a particular mathematical statement is true or where a mathematical rule comes from. There is a world of difference between a student who can summon a mnemonic device to expand a product such as $(a + b)(x + y)$ and a student who can explain where the mnemonic comes from. The student who can explain the rule understands the mathematics, and may have a better chance to succeed at a less familiar task such as expanding $(a + b + c)(x + y)$. Mathematical understanding and procedural skill are equally important, and both are assessable using mathematical tasks of sufficient richness.

The Standards set grade-specific standards but do not define the intervention methods or materials necessary to support students who are well below or well above grade-level expectations. It is also beyond the scope of the Standards to define the full range of supports appropriate for English language learners and for students with special needs. At the same time, all students must have the opportunity to learn and meet the same high standards if they are to access the knowledge and skills necessary in their post-school lives. The Standards should be read as allowing for the widest possible range of students to participate fully from the outset, along with appropriate accommodations to ensure maximum participaton of students with special education needs. For example, for students with disabilities reading should allow for use of Braille, screen reader technology, or other assistive devices, while writing should include the use of a scribe, computer, or speech-to-text technology. In a similar vein, speaking and listening should be interpreted broadly to include sign language. No set of grade-specific standards can fully reflect the great variety in abilities, needs, learning rates, and achievement levels of students in any given classroom. However, the Standards do provide clear signposts along the way to the goal of college and career readiness for all students.

The Standards begin on page 6 with eight Standards for Mathematical Practice.

How to read the grade level standards

Standards define what students should understand and be able to do.

Clusters are groups of related standards. Note that standards from different clusters may sometimes be closely related, because mathematics is a connected subject.

Domains are larger groups of related standards. Standards from different domains may sometimes be closely related.

Domain

Number and Operations in Base Ten	3.NBT

Use place value understanding and properties of operations to perform multi-digit arithmetic.

Standard

1. Use place value understanding to round whole numbers to the nearest 10 or 100.
2. Fluently add and subtract within 1000 using strategies and algorithms based on place value, properties of operations, and/or the relationship between addition and subtraction.
3. Multiply one-digit whole numbers by multiples of 10 in the range 10-90 (e.g., 9×80, 5×60) using strategies based on place value and properties of operations.

Cluster

These Standards do not dictate curriculum or teaching methods. For example, just because topic A appears before topic B in the standards for a given grade, it does not necessarily mean that topic A must be taught before topic B. A teacher might prefer to teach topic B before topic A, or might choose to highlight connections by teaching topic A and topic B at the same time. Or, a teacher might prefer to teach a topic of his or her own choosing that leads, as a byproduct, to students reaching the standards for topics A and B.

What students can learn at any particular grade level depends upon what they have learned before. Ideally then, each standard in this document might have been phrased in the form, "Students who already know ... should next come to learn ...." But at present this approach is unrealistic—not least because existing education research cannot specify all such learning pathways. Of necessity therefore, grade placements for specific topics have been made on the basis of state and international comparisons and the collective experience and collective professional judgment of educators, researchers and mathematicians. One promise of common state standards is that over time they will allow research on learning progressions to inform and improve the design of standards to a much greater extent than is possible today. Learning opportunities will continue to vary across schools and school systems, and educators should make every effort to meet the needs of individual students based on their current understanding.

These Standards are not intended to be new names for old ways of doing business. They are a call to take the next step. It is time for states to work together to build on lessons learned from two decades of standards based reforms. It is time to recognize that standards are not just promises to our children, but promises we intend to keep.

Mathematics | Standards for Mathematical Practice

The Standards for Mathematical Practice describe varieties of expertise that mathematics educators at all levels should seek to develop in their students. These practices rest on important "processes and proficiencies" with longstanding importance in mathematics education. The first of these are the NCTM process standards of problem solving, reasoning and proof, communication, representation, and connections. The second are the strands of mathematical proficiency specified in the National Research Council's report *Adding It Up*: adaptive reasoning, strategic competence, conceptual understanding (comprehension of mathematical concepts, operations and relations), procedural fluency (skill in carrying out procedures flexibly, accurately, efficiently and appropriately), and productive disposition (habitual inclination to see mathematics as sensible, useful, and worthwhile, coupled with a belief in diligence and one's own efficacy).

1 Make sense of problems and persevere in solving them.
Mathematically proficient students start by explaining to themselves the meaning of a problem and looking for entry points to its solution. They analyze givens, constraints, relationships, and goals. They make conjectures about the form and meaning of the solution and plan a solution pathway rather than simply jumping into a solution attempt. They consider analogous problems, and try special cases and simpler forms of the original problem in order to gain insight into its solution. They monitor and evaluate their progress and change course if necessary. Older students might, depending on the context of the problem, transform algebraic expressions or change the viewing window on their graphing calculator to get the information they need. Mathematically proficient students can explain correspondences between equations, verbal descriptions, tables, and graphs or draw diagrams of important features and relationships, graph data, and search for regularity or trends. Younger students might rely on using concrete objects or pictures to help conceptualize and solve a problem. Mathematically proficient students check their answers to problems using a different method, and they continually ask themselves, "Does this make sense?" They can understand the approaches of others to solving complex problems and identify correspondences between different approaches.

2 Reason abstractly and quantitatively.
Mathematically proficient students make sense of quantities and their relationships in problem situations. They bring two complementary abilities to bear on problems involving quantitative relationships: the ability to *decontextualize*—to abstract a given situation and represent it symbolically and manipulate the representing symbols as if they have a life of their own, without necessarily attending to their referents—and the ability to *contextualize*, to pause as needed during the manipulation process in order to probe into the referents for the symbols involved. Quantitative reasoning entails habits of creating a coherent representation of the problem at hand; considering the units involved; attending to the meaning of quantities, not just how to compute them; and knowing and flexibly using different properties of operations and objects.

3 Construct viable arguments and critique the reasoning of others.
Mathematically proficient students understand and use stated assumptions, definitions, and previously established results in constructing arguments. They make conjectures and build a logical progression of statements to explore the truth of their conjectures. They are able to analyze situations by breaking them into cases, and can recognize and use counterexamples. They justify their conclusions,

communicate them to others, and respond to the arguments of others. They reason inductively about data, making plausible arguments that take into account the context from which the data arose. Mathematically proficient students are also able to compare the effectiveness of two plausible arguments, distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in an argument—explain what it is. Elementary students can construct arguments using concrete referents such as objects, drawings, diagrams, and actions. Such arguments can make sense and be correct, even though they are not generalized or made formal until later grades. Later, students learn to determine domains to which an argument applies. Students at all grades can listen or read the arguments of others, decide whether they make sense, and ask useful questions to clarify or improve the arguments.

4 Model with mathematics.

Mathematically proficient students can apply the mathematics they know to solve problems arising in everyday life, society, and the workplace. In early grades, this might be as simple as writing an addition equation to describe a situation. In middle grades, a student might apply proportional reasoning to plan a school event or analyze a problem in the community. By high school, a student might use geometry to solve a design problem or use a function to describe how one quantity of interest depends on another. Mathematically proficient students who can apply what they know are comfortable making assumptions and approximations to simplify a complicated situation, realizing that these may need revision later. They are able to identify important quantities in a practical situation and map their relationships using such tools as diagrams, two-way tables, graphs, flowcharts and formulas. They can analyze those relationships mathematically to draw conclusions. They routinely interpret their mathematical results in the context of the situation and reflect on whether the results make sense, possibly improving the model if it has not served its purpose.

5 Use appropriate tools strategically.

Mathematically proficient students consider the available tools when solving a mathematical problem. These tools might include pencil and paper, concrete models, a ruler, a protractor, a calculator, a spreadsheet, a computer algebra system, a statistical package, or dynamic geometry software. Proficient students are sufficiently familiar with tools appropriate for their grade or course to make sound decisions about when each of these tools might be helpful, recognizing both the insight to be gained and their limitations. For example, mathematically proficient high school students analyze graphs of functions and solutions generated using a graphing calculator. They detect possible errors by strategically using estimation and other mathematical knowledge. When making mathematical models, they know that technology can enable them to visualize the results of varying assumptions, explore consequences, and compare predictions with data. Mathematically proficient students at various grade levels are able to identify relevant external mathematical resources, such as digital content located on a website, and use them to pose or solve problems. They are able to use technological tools to explore and deepen their understanding of concepts.

6 Attend to precision.

Mathematically proficient students try to communicate precisely to others. They try to use clear definitions in discussion with others and in their own reasoning. They state the meaning of the symbols they choose, including using the equal sign consistently and appropriately. They are careful about specifying units of measure, and labeling axes to clarify the correspondence with quantities in a problem. They calculate accurately and efficiently, express numerical answers with a degree of precision appropriate for the problem context. In the elementary grades, students give carefully formulated explanations to each other. By the time they reach high school they have learned to examine claims and make explicit use of definitions.

7 Look for and make use of structure.
Mathematically proficient students look closely to discern a pattern or structure. Young students, for example, might notice that three and seven more is the same amount as seven and three more, or they may sort a collection of shapes according to how many sides the shapes have. Later, students will see 7 × 8 equals the well remembered 7 × 5 + 7 × 3, in preparation for learning about the distributive property. In the expression $x^2 + 9x + 14$, older students can see the 14 as 2 × 7 and the 9 as 2 + 7. They recognize the significance of an existing line in a geometric figure and can use the strategy of drawing an auxiliary line for solving problems. They also can step back for an overview and shift perspective. They can see complicated things, such as some algebraic expressions, as single objects or as being composed of several objects. For example, they can see $5 - 3(x - y)^2$ as 5 minus a positive number times a square and use that to realize that its value cannot be more than 5 for any real numbers x and y.

8 Look for and express regularity in repeated reasoning.
Mathematically proficient students notice if calculations are repeated, and look both for general methods and for shortcuts. Upper elementary students might notice when dividing 25 by 11 that they are repeating the same calculations over and over again, and conclude they have a repeating decimal. By paying attention to the calculation of slope as they repeatedly check whether points are on the line through (1, 2) with slope 3, middle school students might abstract the equation $(y - 2)/(x - 1) = 3$. Noticing the regularity in the way terms cancel when expanding $(x - 1)(x + 1)$, $(x - 1)(x^2 + x + 1)$, and $(x - 1)(x^3 + x^2 + x + 1)$ might lead them to the general formula for the sum of a geometric series. As they work to solve a problem, mathematically proficient students maintain oversight of the process, while attending to the details. They continually evaluate the reasonableness of their intermediate results.

Connecting the Standards for Mathematical Practice to the Standards for Mathematical Content

The Standards for Mathematical Practice describe ways in which developing student practitioners of the discipline of mathematics increasingly ought to engage with the subject matter as they grow in mathematical maturity and expertise throughout the elementary, middle and high school years. Designers of curricula, assessments, and professional development should all attend to the need to connect the mathematical practices to mathematical content in mathematics instruction.

The Standards for Mathematical Content are a balanced combination of procedure and understanding. Expectations that begin with the word “understand” are often especially good opportunities to connect the practices to the content. Students who lack understanding of a topic may rely on procedures too heavily. Without a flexible base from which to work, they may be less likely to consider analogous problems, represent problems coherently, justify conclusions, apply the mathematics to practical situations, use technology mindfully to work with the mathematics, explain the mathematics accurately to other students, step back for an overview, or deviate from a known procedure to find a shortcut. In short, a lack of understanding effectively prevents a student from engaging in the mathematical practices.

In this respect, those content standards which set an expectation of understanding are potential “points of intersection” between the Standards for Mathematical Content and the Standards for Mathematical Practice. These points of intersection are intended to be weighted toward central and generative concepts in the school mathematics curriculum that most merit the time, resources, innovative energies, and focus necessary to qualitatively improve the curriculum, instruction, assessment, professional development, and student achievement in mathematics.

Mathematics | Kindergarten

In Kindergarten, instructional time should focus on two critical areas: (1) representing, relating, and operating on whole numbers, initially with sets of objects; (2) describing shapes and space. More learning time in Kindergarten should be devoted to number than to other topics.

(1) Students use numbers, including written numerals, to represent quantities and to solve quantitative problems, such as counting objects in a set; counting out a given number of objects; comparing sets or numerals; and modeling simple joining and separating situations with sets of objects, or eventually with equations such as $5 + 2 = 7$ and $7 - 2 = 5$. (Kindergarten students should see addition and subtraction equations, and student writing of equations in kindergarten is encouraged, but it is not required.) Students choose, combine, and apply effective strategies for answering quantitative questions, including quickly recognizing the cardinalities of small sets of objects, counting and producing sets of given sizes, counting the number of objects in combined sets, or counting the number of objects that remain in a set after some are taken away.

(2) Students describe their physical world using geometric ideas (e.g., shape, orientation, spatial relations) and vocabulary. They identify, name, and describe basic two-dimensional shapes, such as squares, triangles, circles, rectangles, and hexagons, presented in a variety of ways (e.g., with different sizes and orientations), as well as three-dimensional shapes such as cubes, cones, cylinders, and spheres. They use basic shapes and spatial reasoning to model objects in their environment and to construct more complex shapes.

Grade K Overview

Counting and Cardinality

- Know number names and the count sequence.
- Count to tell the number of objects.
- Compare numbers.

Operations and Algebraic Thinking

- Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from.

Number and Operations in Base Ten

- Work with numbers 11–19 to gain foundations for place value.

Measurement and Data

- Describe and compare measurable attributes.
- Classify objects and count the number of objects in categories.

Geometry

- Identify and describe shapes.
- Analyze, compare, create, and compose shapes.

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Counting and Cardinality K.CC

Know number names and the count sequence.

1. Count to 100 by ones and by tens.
2. Count forward beginning from a given number within the known sequence (instead of having to begin at 1).
3. Write numbers from 0 to 20. Represent a number of objects with a written numeral 0-20 (with 0 representing a count of no objects).

Count to tell the number of objects.

4. Understand the relationship between numbers and quantities; connect counting to cardinality.
   a. When counting objects, say the number names in the standard order, pairing each object with one and only one number name and each number name with one and only one object.
   b. Understand that the last number name said tells the number of objects counted. The number of objects is the same regardless of their arrangement or the order in which they were counted.
   c. Understand that each successive number name refers to a quantity that is one larger.
5. Count to answer "how many?" questions about as many as 20 things arranged in a line, a rectangular array, or a circle, or as many as 10 things in a scattered configuration; given a number from 1–20, count out that many objects.

Compare numbers.

6. Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group, e.g., by using matching and counting strategies.[1]
7. Compare two numbers between 1 and 10 presented as written numerals.

Operations and Algebraic Thinking K.OA

Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from.

1. Represent addition and subtraction with objects, fingers, mental images, drawings[2], sounds (e.g., claps), acting out situations, verbal explanations, expressions, or equations.
2. Solve addition and subtraction word problems, and add and subtract within 10, e.g., by using objects or drawings to represent the problem.
3. Decompose numbers less than or equal to 10 into pairs in more than one way, e.g., by using objects or drawings, and record each decomposition by a drawing or equation (e.g., 5 = 2 + 3 and 5 = 4 + 1).
4. For any number from 1 to 9, find the number that makes 10 when added to the given number, e.g., by using objects or drawings, and record the answer with a drawing or equation.
5. Fluently add and subtract within 5.

[1]Include groups with up to ten objects.
[2]Drawings need not show details, but should show the mathematics in the problem. (This applies wherever drawings are mentioned in the Standards.)

COMMON CORE STATE STANDARDS for MATHEMATICS

Number and Operations in Base Ten K.NBT

Work with numbers 11–19 to gain foundations for place value.

1. Compose and decompose numbers from 11 to 19 into ten ones and some further ones, e.g., by using objects or drawings, and record each composition or decomposition by a drawing or equation (e.g., 18 = 10 + 8); understand that these numbers are composed of ten ones and one, two, three, four, five, six, seven, eight, or nine ones.

Measurement and Data K.MD

Describe and compare measurable attributes.

1. Describe measurable attributes of objects, such as length or weight. Describe several measurable attributes of a single object.
2. Directly compare two objects with a measurable attribute in common, to see which object has "more of"/"less of" the attribute, and describe the difference. *For example, directly compare the heights of two children and describe one child as taller/shorter.*

Classify objects and count the number of objects in each category.

3. Classify objects into given categories; count the numbers of objects in each category and sort the categories by count.[3]

Geometry K.G

Identify and describe shapes (squares, circles, triangles, rectangles, hexagons, cubes, cones, cylinders, and spheres).

1. Describe objects in the environment using names of shapes, and describe the relative positions of these objects using terms such as *above*, *below*, *beside*, *in front of*, *behind*, and *next to*.
2. Correctly name shapes regardless of their orientations or overall size.
3. Identify shapes as two-dimensional (lying in a plane, "flat") or three-dimensional ("solid").

Analyze, compare, create, and compose shapes.

4. Analyze and compare two- and three-dimensional shapes, in different sizes and orientations, using informal language to describe their similarities, differences, parts (e.g., number of sides and vertices/"corners") and other attributes (e.g., having sides of equal length).
5. Model shapes in the world by building shapes from components (e.g., sticks and clay balls) and drawing shapes.
6. Compose simple shapes to form larger shapes. *For example, "Can you join these two triangles with full sides touching to make a rectangle?"*

[3]Limit category counts to be less than or equal to 10.

Mathematics | Grade 1

In Grade 1, instructional time should focus on four critical areas: (1) developing understanding of addition, subtraction, and strategies for addition and subtraction within 20; (2) developing understanding of whole number relationships and place value, including grouping in tens and ones; (3) developing understanding of linear measurement and measuring lengths as iterating length units; and (4) reasoning about attributes of, and composing and decomposing geometric shapes.

(1) Students develop strategies for adding and subtracting whole numbers based on their prior work with small numbers. They use a variety of models, including discrete objects and length-based models (e.g., cubes connected to form lengths), to model add-to, take-from, put-together, take-apart, and compare situations to develop meaning for the operations of addition and subtraction, and to develop strategies to solve arithmetic problems with these operations. Students understand connections between counting and addition and subtraction (e.g., adding two is the same as counting on two). They use properties of addition to add whole numbers and to create and use increasingly sophisticated strategies based on these properties (e.g., "making tens") to solve addition and subtraction problems within 20. By comparing a variety of solution strategies, children build their understanding of the relationship between addition and subtraction.

(2) Students develop, discuss, and use efficient, accurate, and generalizable methods to add within 100 and subtract multiples of 10. They compare whole numbers (at least to 100) to develop understanding of and solve problems involving their relative sizes. They think of whole numbers between 10 and 100 in terms of tens and ones (especially recognizing the numbers 11 to 19 as composed of a ten and some ones). Through activities that build number sense, they understand the order of the counting numbers and their relative magnitudes.

(3) Students develop an understanding of the meaning and processes of measurement, including underlying concepts such as iterating (the mental activity of building up the length of an object with equal-sized units) and the transitivity principle for indirect measurement.[1]

(4) Students compose and decompose plane or solid figures (e.g., put two triangles together to make a quadrilateral) and build understanding of part-whole relationships as well as the properties of the original and composite shapes. As they combine shapes, they recognize them from different perspectives and orientations, describe their geometric attributes, and determine how they are alike and different, to develop the background for measurement and for initial understandings of properties such as congruence and symmetry.

[1]Students should apply the principle of transitivity of measurement to make indirect comparisons, but they need not use this technical term.

Grade 1 Overview

Operations and Algebraic Thinking

- **Represent and solve problems involving addition and subtraction.**
- **Understand and apply properties of operations and the relationship between addition and subtraction.**
- **Add and subtract within 20.**
- **Work with addition and subtraction equations.**

Number and Operations in Base Ten

- **Extend the counting sequence.**
- **Understand place value.**
- **Use place value understanding and properties of operations to add and subtract.**

Measurement and Data

- **Measure lengths indirectly and by iterating length units.**
- **Tell and write time.**
- **Represent and interpret data.**

Geometry

- **Reason with shapes and their attributes.**

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Operations and Algebraic Thinking 1.OA

Represent and solve problems involving addition and subtraction.

1. Use addition and subtraction within 20 to solve word problems involving situations of adding to, taking from, putting together, taking apart, and comparing, with unknowns in all positions, e.g., by using objects, drawings, and equations with a symbol for the unknown number to represent the problem.[2]
2. Solve word problems that call for addition of three whole numbers whose sum is less than or equal to 20, e.g., by using objects, drawings, and equations with a symbol for the unknown number to represent the problem.

Understand and apply properties of operations and the relationship between addition and subtraction.

3. Apply properties of operations as strategies to add and subtract.[3] *Examples: If 8 + 3 = 11 is known, then 3 + 8 = 11 is also known. (Commutative property of addition.) To add 2 + 6 + 4, the second two numbers can be added to make a ten, so 2 + 6 + 4 = 2 + 10 = 12. (Associative property of addition.)*
4. Understand subtraction as an unknown-addend problem. *For example, subtract 10 – 8 by finding the number that makes 10 when added to 8.*

Add and subtract within 20.

5. Relate counting to addition and subtraction (e.g., by counting on 2 to add 2).
6. Add and subtract within 20, demonstrating fluency for addition and subtraction within 10. Use strategies such as counting on; making ten (e.g., 8 + 6 = 8 + 2 + 4 = 10 + 4 = 14); decomposing a number leading to a ten (e.g., 13 – 4 = 13 – 3 – 1 = 10 – 1 = 9); using the relationship between addition and subtraction (e.g., knowing that 8 + 4 = 12, one knows 12 – 8 = 4); and creating equivalent but easier or known sums (e.g., adding 6 + 7 by creating the known equivalent 6 + 6 + 1 = 12 + 1 = 13).

Work with addition and subtraction equations.

7. Understand the meaning of the equal sign, and determine if equations involving addition and subtraction are true or false. *For example, which of the following equations are true and which are false? 6 = 6, 7 = 8 – 1, 5 + 2 = 2 + 5, 4 + 1 = 5 + 2.*
8. Determine the unknown whole number in an addition or subtraction equation relating three whole numbers. *For example, determine the unknown number that makes the equation true in each of the equations 8 + ? = 11, 5 = □ – 3, 6 + 6 = □.*

Number and Operations in Base Ten 1.NBT

Extend the counting sequence.

1. Count to 120, starting at any number less than 120. In this range, read and write numerals and represent a number of objects with a written numeral.

Understand place value.

2. Understand that the two digits of a two-digit number represent amounts of tens and ones. Understand the following as special cases:
   a. 10 can be thought of as a bundle of ten ones — called a "ten."
   b. The numbers from 11 to 19 are composed of a ten and one, two, three, four, five, six, seven, eight, or nine ones.
   c. The numbers 10, 20, 30, 40, 50, 60, 70, 80, 90 refer to one, two, three, four, five, six, seven, eight, or nine tens (and 0 ones).

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[2]See Glossary, Table 1.
[3]Students need not use formal terms for these properties.

3. Compare two two-digit numbers based on meanings of the tens and ones digits, recording the results of comparisons with the symbols >, =, and <.

Use place value understanding and properties of operations to add and subtract.

4. Add within 100, including adding a two-digit number and a one-digit number, and adding a two-digit number and a multiple of 10, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used. Understand that in adding two-digit numbers, one adds tens and tens, ones and ones; and sometimes it is necessary to compose a ten.
5. Given a two-digit number, mentally find 10 more or 10 less than the number, without having to count; explain the reasoning used.
6. Subtract multiples of 10 in the range 10-90 from multiples of 10 in the range 10-90 (positive or zero differences), using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used.

Measurement and Data 1.MD

Measure lengths indirectly and by iterating length units.

1. Order three objects by length; compare the lengths of two objects indirectly by using a third object.
2. Express the length of an object as a whole number of length units, by laying multiple copies of a shorter object (the length unit) end to end; understand that the length measurement of an object is the number of same-size length units that span it with no gaps or overlaps. *Limit to contexts where the object being measured is spanned by a whole number of length units with no gaps or overlaps.*

Tell and write time.

3. Tell and write time in hours and half-hours using analog and digital clocks.

Represent and interpret data.

4. Organize, represent, and interpret data with up to three categories; ask and answer questions about the total number of data points, how many in each category, and how many more or less are in one category than in another.

Geometry 1.G

Reason with shapes and their attributes.

1. Distinguish between defining attributes (e.g., triangles are closed and three-sided) versus non-defining attributes (e.g., color, orientation, overall size); build and draw shapes to possess defining attributes.
2. Compose two-dimensional shapes (rectangles, squares, trapezoids, triangles, half-circles, and quarter-circles) or three-dimensional shapes (cubes, right rectangular prisms, right circular cones, and right circular cylinders) to create a composite shape, and compose new shapes from the composite shape.[4]
3. Partition circles and rectangles into two and four equal shares, describe the shares using the words *halves*, *fourths*, and *quarters*, and use the phrases *half of*, *fourth of*, and *quarter of*. Describe the whole as two of, or four of the shares. Understand for these examples that decomposing into more equal shares creates smaller shares.

[4]Students do not need to learn formal names such as "right rectangular prism."

Mathematics | Grade 2

In Grade 2, instructional time should focus on four critical areas: (1) extending understanding of base-ten notation; (2) building fluency with addition and subtraction; (3) using standard units of measure; and (4) describing and analyzing shapes.

(1) Students extend their understanding of the base-ten system. This includes ideas of counting in fives, tens, and multiples of hundreds, tens, and ones, as well as number relationships involving these units, including comparing. Students understand multi-digit numbers (up to 1000) written in base-ten notation, recognizing that the digits in each place represent amounts of thousands, hundreds, tens, or ones (e.g., 853 is 8 hundreds + 5 tens + 3 ones).

(2) Students use their understanding of addition to develop fluency with addition and subtraction within 100. They solve problems within 1000 by applying their understanding of models for addition and subtraction, and they develop, discuss, and use efficient, accurate, and generalizable methods to compute sums and differences of whole numbers in base-ten notation, using their understanding of place value and the properties of operations. They select and accurately apply methods that are appropriate for the context and the numbers involved to mentally calculate sums and differences for numbers with only tens or only hundreds.

(3) Students recognize the need for standard units of measure (centimeter and inch) and they use rulers and other measurement tools with the understanding that linear measure involves an iteration of units. They recognize that the smaller the unit, the more iterations they need to cover a given length.

(4) Students describe and analyze shapes by examining their sides and angles. Students investigate, describe, and reason about decomposing and combining shapes to make other shapes. Through building, drawing, and analyzing two- and three-dimensional shapes, students develop a foundation for understanding area, volume, congruence, similarity, and symmetry in later grades.

Grade 2 Overview

Operations and Algebraic Thinking

- **Represent and solve problems involving addition and subtraction.**
- **Add and subtract within 20.**
- **Work with equal groups of objects to gain foundations for multiplication.**

Number and Operations in Base Ten

- **Understand place value.**
- **Use place value understanding and properties of operations to add and subtract.**

Measurement and Data

- **Measure and estimate lengths in standard units.**
- **Relate addition and subtraction to length.**
- **Work with time and money.**
- **Represent and interpret data.**

Geometry

- **Reason with shapes and their attributes.**

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Operations and Algebraic Thinking 2.OA

Represent and solve problems involving addition and subtraction.

1. Use addition and subtraction within 100 to solve one- and two-step word problems involving situations of adding to, taking from, putting together, taking apart, and comparing, with unknowns in all positions, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem.[1]

Add and subtract within 20.

2. Fluently add and subtract within 20 using mental strategies.[2] By end of Grade 2, know from memory all sums of two one-digit numbers.

Work with equal groups of objects to gain foundations for multiplication.

3. Determine whether a group of objects (up to 20) has an odd or even number of members, e.g., by pairing objects or counting them by 2s; write an equation to express an even number as a sum of two equal addends.
4. Use addition to find the total number of objects arranged in rectangular arrays with up to 5 rows and up to 5 columns; write an equation to express the total as a sum of equal addends.

Number and Operations in Base Ten 2.NBT

Understand place value.

1. Understand that the three digits of a three-digit number represent amounts of hundreds, tens, and ones; e.g., 706 equals 7 hundreds, 0 tens, and 6 ones. Understand the following as special cases:
   a. 100 can be thought of as a bundle of ten tens — called a "hundred."
   b. The numbers 100, 200, 300, 400, 500, 600, 700, 800, 900 refer to one, two, three, four, five, six, seven, eight, or nine hundreds (and 0 tens and 0 ones).
2. Count within 1000; skip-count by 5s, 10s, and 100s.
3. Read and write numbers to 1000 using base-ten numerals, number names, and expanded form.
4. Compare two three-digit numbers based on meanings of the hundreds, tens, and ones digits, using >, =, and < symbols to record the results of comparisons.

Use place value understanding and properties of operations to add and subtract.

5. Fluently add and subtract within 100 using strategies based on place value, properties of operations, and/or the relationship between addition and subtraction.
6. Add up to four two-digit numbers using strategies based on place value and properties of operations.
7. Add and subtract within 1000, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method. Understand that in adding or subtracting three-digit numbers, one adds or subtracts hundreds and hundreds, tens and tens, ones and ones; and sometimes it is necessary to compose or decompose tens or hundreds.
8. Mentally add 10 or 100 to a given number 100–900, and mentally subtract 10 or 100 from a given number 100–900.
9. Explain why addition and subtraction strategies work, using place value and the properties of operations.[3]

[1]See Glossary, Table 1.
[2]See standard 1.OA.6 for a list of mental strategies.
[3]Explanations may be supported by drawings or objects.

Measurement and Data 2.MD

Measure and estimate lengths in standard units.

1. Measure the length of an object by selecting and using appropriate tools such as rulers, yardsticks, meter sticks, and measuring tapes.
2. Measure the length of an object twice, using length units of different lengths for the two measurements; describe how the two measurements relate to the size of the unit chosen.
3. Estimate lengths using units of inches, feet, centimeters, and meters.
4. Measure to determine how much longer one object is than another, expressing the length difference in terms of a standard length unit.

Relate addition and subtraction to length.

5. Use addition and subtraction within 100 to solve word problems involving lengths that are given in the same units, e.g., by using drawings (such as drawings of rulers) and equations with a symbol for the unknown number to represent the problem.
6. Represent whole numbers as lengths from 0 on a number line diagram with equally spaced points corresponding to the numbers 0, 1, 2, ..., and represent whole-number sums and differences within 100 on a number line diagram.

Work with time and money.

7. Tell and write time from analog and digital clocks to the nearest five minutes, using a.m. and p.m.
8. Solve word problems involving dollar bills, quarters, dimes, nickels, and pennies, using $ and ¢ symbols appropriately. *Example: If you have 2 dimes and 3 pennies, how many cents do you have?*

Represent and interpret data.

9. Generate measurement data by measuring lengths of several objects to the nearest whole unit, or by making repeated measurements of the same object. Show the measurements by making a line plot, where the horizontal scale is marked off in whole-number units.
10. Draw a picture graph and a bar graph (with single-unit scale) to represent a data set with up to four categories. Solve simple put-together, take-apart, and compare problems[4] using information presented in a bar graph.

Geometry 2.G

Reason with shapes and their attributes.

1. Recognize and draw shapes having specified attributes, such as a given number of angles or a given number of equal faces.[5] Identify triangles, quadrilaterals, pentagons, hexagons, and cubes.
2. Partition a rectangle into rows and columns of same-size squares and count to find the total number of them.
3. Partition circles and rectangles into two, three, or four equal shares, describe the shares using the words *halves*, *thirds*, *half of*, *a third of*, etc., and describe the whole as two halves, three thirds, four fourths. Recognize that equal shares of identical wholes need not have the same shape.

[4] See Glossary, Table 1.
[5] Sizes are compared directly or visually, not compared by measuring.

Mathematics | Grade 3

In Grade 3, instructional time should focus on four critical areas: (1) developing understanding of multiplication and division and strategies for multiplication and division within 100; (2) developing understanding of fractions, especially unit fractions (fractions with numerator 1); (3) developing understanding of the structure of rectangular arrays and of area; and (4) describing and analyzing two-dimensional shapes.

(1) Students develop an understanding of the meanings of multiplication and division of whole numbers through activities and problems involving equal-sized groups, arrays, and area models; multiplication is finding an unknown product, and division is finding an unknown factor in these situations. For equal-sized group situations, division can require finding the unknown number of groups or the unknown group size. Students use properties of operations to calculate products of whole numbers, using increasingly sophisticated strategies based on these properties to solve multiplication and division problems involving single-digit factors. By comparing a variety of solution strategies, students learn the relationship between multiplication and division.

(2) Students develop an understanding of fractions, beginning with unit fractions. Students view fractions in general as being built out of unit fractions, and they use fractions along with visual fraction models to represent parts of a whole. Students understand that the size of a fractional part is relative to the size of the whole. For example, 1/2 of the paint in a small bucket could be less paint than 1/3 of the paint in a larger bucket, but 1/3 of a ribbon is longer than 1/5 of the same ribbon because when the ribbon is divided into 3 equal parts, the parts are longer than when the ribbon is divided into 5 equal parts. Students are able to use fractions to represent numbers equal to, less than, and greater than one. They solve problems that involve comparing fractions by using visual fraction models and strategies based on noticing equal numerators or denominators.

(3) Students recognize area as an attribute of two-dimensional regions. They measure the area of a shape by finding the total number of same-size units of area required to cover the shape without gaps or overlaps, a square with sides of unit length being the standard unit for measuring area. Students understand that rectangular arrays can be decomposed into identical rows or into identical columns. By decomposing rectangles into rectangular arrays of squares, students connect area to multiplication, and justify using multiplication to determine the area of a rectangle.

(4) Students describe, analyze, and compare properties of two-dimensional shapes. They compare and classify shapes by their sides and angles, and connect these with definitions of shapes. Students also relate their fraction work to geometry by expressing the area of part of a shape as a unit fraction of the whole.

Grade 3 Overview

Operations and Algebraic Thinking

- Represent and solve problems involving multiplication and division.
- Understand properties of multiplication and the relationship between multiplication and division.
- Multiply and divide within 100.
- Solve problems involving the four operations, and identify and explain patterns in arithmetic.

Number and Operations in Base Ten

- Use place value understanding and properties of operations to perform multi-digit arithmetic.

Number and Operations—Fractions

- Develop understanding of fractions as numbers.

Measurement and Data

- Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects.
- Represent and interpret data.
- Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
- Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.

Geometry

- Reason with shapes and their attributes.

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Operations and Algebraic Thinking 3.OA

Represent and solve problems involving multiplication and division.

1. Interpret products of whole numbers, e.g., interpret 5 × 7 as the total number of objects in 5 groups of 7 objects each. *For example, describe a context in which a total number of objects can be expressed as 5 × 7.*
2. Interpret whole-number quotients of whole numbers, e.g., interpret 56 ÷ 8 as the number of objects in each share when 56 objects are partitioned equally into 8 shares, or as a number of shares when 56 objects are partitioned into equal shares of 8 objects each. *For example, describe a context in which a number of shares or a number of groups can be expressed as 56 ÷ 8.*
3. Use multiplication and division within 100 to solve word problems in situations involving equal groups, arrays, and measurement quantities, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem.[1]
4. Determine the unknown whole number in a multiplication or division equation relating three whole numbers. *For example, determine the unknown number that makes the equation true in each of the equations 8 × ? = 48, 5 = □ ÷ 3, 6 × 6 = ?.*

Understand properties of multiplication and the relationship between multiplication and division.

5. Apply properties of operations as strategies to multiply and divide.[2] *Examples: If 6 × 4 = 24 is known, then 4 × 6 = 24 is also known. (Commutative property of multiplication.) 3 × 5 × 2 can be found by 3 × 5 = 15, then 15 × 2 = 30, or by 5 × 2 = 10, then 3 × 10 = 30. (Associative property of multiplication.) Knowing that 8 × 5 = 40 and 8 × 2 = 16, one can find 8 × 7 as 8 × (5 + 2) = (8 × 5) + (8 × 2) = 40 + 16 = 56. (Distributive property.)*
6. Understand division as an unknown-factor problem. *For example, find 32 ÷ 8 by finding the number that makes 32 when multiplied by 8.*

Multiply and divide within 100.

7. Fluently multiply and divide within 100, using strategies such as the relationship between multiplication and division (e.g., knowing that 8 × 5 = 40, one knows 40 ÷ 5 = 8) or properties of operations. By the end of Grade 3, know from memory all products of two one-digit numbers.

Solve problems involving the four operations, and identify and explain patterns in arithmetic.

8. Solve two-step word problems using the four operations. Represent these problems using equations with a letter standing for the unknown quantity. Assess the reasonableness of answers using mental computation and estimation strategies including rounding.[3]
9. Identify arithmetic patterns (including patterns in the addition table or multiplication table), and explain them using properties of operations. *For example, observe that 4 times a number is always even, and explain why 4 times a number can be decomposed into two equal addends.*

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[1]See Glossary, Table 2.
[2]Students need not use formal terms for these properties.
[3]This standard is limited to problems posed with whole numbers and having whole-number answers; students should know how to perform operations in the conventional order when there are no parentheses to specify a particular order (Order of Operations).

Number and Operations in Base Ten — 3.NBT

Use place value understanding and properties of operations to perform multi-digit arithmetic.[4]

1. Use place value understanding to round whole numbers to the nearest 10 or 100.
2. Fluently add and subtract within 1000 using strategies and algorithms based on place value, properties of operations, and/or the relationship between addition and subtraction.
3. Multiply one-digit whole numbers by multiples of 10 in the range 10–90 (e.g., 9 × 80, 5 × 60) using strategies based on place value and properties of operations.

Number and Operations—Fractions[5] — 3.NF

Develop understanding of fractions as numbers.

1. Understand a fraction 1/*b* as the quantity formed by 1 part when a whole is partitioned into *b* equal parts; understand a fraction *a*/*b* as the quantity formed by *a* parts of size 1/*b*.
2. Understand a fraction as a number on the number line; represent fractions on a number line diagram.
   a. Represent a fraction 1/*b* on a number line diagram by defining the interval from 0 to 1 as the whole and partitioning it into *b* equal parts. Recognize that each part has size 1/*b* and that the endpoint of the part based at 0 locates the number 1/*b* on the number line.
   b. Represent a fraction *a*/*b* on a number line diagram by marking off *a* lengths 1/*b* from 0. Recognize that the resulting interval has size *a*/*b* and that its endpoint locates the number *a*/*b* on the number line.
3. Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size.
   a. Understand two fractions as equivalent (equal) if they are the same size, or the same point on a number line.
   b. Recognize and generate simple equivalent fractions, e.g., 1/2 = 2/4, 4/6 = 2/3). Explain why the fractions are equivalent, e.g., by using a visual fraction model.
   c. Express whole numbers as fractions, and recognize fractions that are equivalent to whole numbers. *Examples: Express 3 in the form 3 = 3/1; recognize that 6/1 = 6; locate 4/4 and 1 at the same point of a number line diagram.*
   d. Compare two fractions with the same numerator or the same denominator by reasoning about their size. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with the symbols >, =, or <, and justify the conclusions, e.g., by using a visual fraction model.

Measurement and Data — 3.MD

Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects.

1. Tell and write time to the nearest minute and measure time intervals in minutes. Solve word problems involving addition and subtraction of time intervals in minutes, e.g., by representing the problem on a number line diagram.

[4] A range of algorithms may be used.
[5] Grade 3 expectations in this domain are limited to fractions with denominators 2, 3, 4, 6, and 8.

2. Measure and estimate liquid volumes and masses of objects using standard units of grams (g), kilograms (kg), and liters (l).[6] Add, subtract, multiply, or divide to solve one-step word problems involving masses or volumes that are given in the same units, e.g., by using drawings (such as a beaker with a measurement scale) to represent the problem.[7]

Represent and interpret data.

3. Draw a scaled picture graph and a scaled bar graph to represent a data set with several categories. Solve one- and two-step "how many more" and "how many less" problems using information presented in scaled bar graphs. *For example, draw a bar graph in which each square in the bar graph might represent 5 pets.*
4. Generate measurement data by measuring lengths using rulers marked with halves and fourths of an inch. Show the data by making a line plot, where the horizontal scale is marked off in appropriate units—whole numbers, halves, or quarters.

Geometric measurement: understand concepts of area and relate area to multiplication and to addition.

5. Recognize area as an attribute of plane figures and understand concepts of area measurement.
   a. A square with side length 1 unit, called "a unit square," is said to have "one square unit" of area, and can be used to measure area.
   b. A plane figure which can be covered without gaps or overlaps by *n* unit squares is said to have an area of *n* square units.
6. Measure areas by counting unit squares (square cm, square m, square in, square ft, and improvised units).
7. Relate area to the operations of multiplication and addition.
   a. Find the area of a rectangle with whole-number side lengths by tiling it, and show that the area is the same as would be found by multiplying the side lengths.
   b. Multiply side lengths to find areas of rectangles with whole-number side lengths in the context of solving real world and mathematical problems, and represent whole-number products as rectangular areas in mathematical reasoning.
   c. Use tiling to show in a concrete case that the area of a rectangle with whole-number side lengths a and $b + c$ is the sum of $a \times b$ and $a \times c$. Use area models to represent the distributive property in mathematical reasoning.
   d. Recognize area as additive. Find areas of rectilinear figures by decomposing them into non-overlapping rectangles and adding the areas of the non-overlapping parts, applying this technique to solve real world problems.

Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.

8. Solve real world and mathematical problems involving perimeters of polygons, including finding the perimeter given the side lengths, finding an unknown side length, and exhibiting rectangles with the same perimeter and different areas or with the same area and different perimeters.

[6] Excludes compound units such as cm^3 and finding the geometric volume of a container.
[7] Excludes multiplicative comparison problems (problems involving notions of "times as much"; see Glossary, Table 2).

Geometry 3.G

Reason with shapes and their attributes.

1. Understand that shapes in different categories (e.g., rhombuses, rectangles, and others) may share attributes (e.g., having four sides), and that the shared attributes can define a larger category (e.g., quadrilaterals). Recognize rhombuses, rectangles, and squares as examples of quadrilaterals, and draw examples of quadrilaterals that do not belong to any of these subcategories.
2. Partition shapes into parts with equal areas. Express the area of each part as a unit fraction of the whole. *For example, partition a shape into 4 parts with equal area, and describe the area of each part as 1/4 of the area of the shape.*

Mathematics | Grade 4

In Grade 4, instructional time should focus on three critical areas: (1) developing understanding and fluency with multi-digit multiplication, and developing understanding of dividing to find quotients involving multi-digit dividends; (2) developing an understanding of fraction equivalence, addition and subtraction of fractions with like denominators, and multiplication of fractions by whole numbers; (3) understanding that geometric figures can be analyzed and classified based on their properties, such as having parallel sides, perpendicular sides, particular angle measures, and symmetry.

(1) Students generalize their understanding of place value to 1,000,000, understanding the relative sizes of numbers in each place. They apply their understanding of models for multiplication (equal-sized groups, arrays, area models), place value, and properties of operations, in particular the distributive property, as they develop, discuss, and use efficient, accurate, and generalizable methods to compute products of multi-digit whole numbers. Depending on the numbers and the context, they select and accurately apply appropriate methods to estimate or mentally calculate products. They develop fluency with efficient procedures for multiplying whole numbers; understand and explain why the procedures work based on place value and properties of operations; and use them to solve problems. Students apply their understanding of models for division, place value, properties of operations, and the relationship of division to multiplication as they develop, discuss, and use efficient, accurate, and generalizable procedures to find quotients involving multi-digit dividends. They select and accurately apply appropriate methods to estimate and mentally calculate quotients, and interpret remainders based upon the context.

(2) Students develop understanding of fraction equivalence and operations with fractions. They recognize that two different fractions can be equal (e.g., 15/9 = 5/3), and they develop methods for generating and recognizing equivalent fractions. Students extend previous understandings about how fractions are built from unit fractions, composing fractions from unit fractions, decomposing fractions into unit fractions, and using the meaning of fractions and the meaning of multiplication to multiply a fraction by a whole number.

(3) Students describe, analyze, compare, and classify two-dimensional shapes. Through building, drawing, and analyzing two-dimensional shapes, students deepen their understanding of properties of two-dimensional objects and the use of them to solve problems involving symmetry.

COMMON CORE STATE STANDARDS for MATHEMATICS

Grade 4 Overview

Operations and Algebraic Thinking

- **Use the four operations with whole numbers to solve problems.**
- **Gain familiarity with factors and multiples.**
- **Generate and analyze patterns.**

Number and Operations in Base Ten

- **Generalize place value understanding for multi-digit whole numbers.**
- **Use place value understanding and properties of operations to perform multi-digit arithmetic.**

Number and Operations—Fractions

- **Extend understanding of fraction equivalence and ordering.**
- **Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.**
- **Understand decimal notation for fractions, and compare decimal fractions.**

Measurement and Data

- **Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.**
- **Represent and interpret data.**
- **Geometric measurement: understand concepts of angle and measure angles.**

Geometry

- **Draw and identify lines and angles, and classify shapes by properties of their lines and angles.**

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Operations and Algebraic Thinking 4.OA

Use the four operations with whole numbers to solve problems.

1. Interpret a multiplication equation as a comparison, e.g., interpret 35 = 5 × 7 as a statement that 35 is 5 times as many as 7 and 7 times as many as 5. Represent verbal statements of multiplicative comparisons as multiplication equations.
2. Multiply or divide to solve word problems involving multiplicative comparison, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem, distinguishing multiplicative comparison from additive comparison.[1]
3. Solve multistep word problems posed with whole numbers and having whole-number answers using the four operations, including problems in which remainders must be interpreted. Represent these problems using equations with a letter standing for the unknown quantity. Assess the reasonableness of answers using mental computation and estimation strategies including rounding.

Gain familiarity with factors and multiples.

4. Find all factor pairs for a whole number in the range 1–100. Recognize that a whole number is a multiple of each of its factors. Determine whether a given whole number in the range 1–100 is a multiple of a given one-digit number. Determine whether a given whole number in the range 1–100 is prime or composite.

Generate and analyze patterns.

5. Generate a number or shape pattern that follows a given rule. Identify apparent features of the pattern that were not explicit in the rule itself. *For example, given the rule "Add 3" and the starting number 1, generate terms in the resulting sequence and observe that the terms appear to alternate between odd and even numbers. Explain informally why the numbers will continue to alternate in this way.*

Number and Operations in Base Ten[2] 4.NBT

Generalize place value understanding for multi-digit whole numbers.

1. Recognize that in a multi-digit whole number, a digit in one place represents ten times what it represents in the place to its right. *For example, recognize that 700 ÷ 70 = 10 by applying concepts of place value and division.*
2. Read and write multi-digit whole numbers using base-ten numerals, number names, and expanded form. Compare two multi-digit numbers based on meanings of the digits in each place, using >, =, and < symbols to record the results of comparisons.
3. Use place value understanding to round multi-digit whole numbers to any place.

Use place value understanding and properties of operations to perform multi-digit arithmetic.

4. Fluently add and subtract multi-digit whole numbers using the standard algorithm.
5. Multiply a whole number of up to four digits by a one-digit whole number, and multiply two two-digit numbers, using strategies based on place value and the properties of operations. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.

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[1]See Glossary, Table 2.
[2]Grade 4 expectations in this domain are limited to whole numbers less than or equal to 1,000,000.

6. Find whole-number quotients and remainders with up to four-digit dividends and one-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.

Number and Operations—Fractions[3] 4.NF

Extend understanding of fraction equivalence and ordering.

1. Explain why a fraction *a*/*b* is equivalent to a fraction (*n* × *a*)/(*n* × *b*) by using visual fraction models, with attention to how the number and size of the parts differ even though the two fractions themselves are the same size. Use this principle to recognize and generate equivalent fractions.
2. Compare two fractions with different numerators and different denominators, e.g., by creating common denominators or numerators, or by comparing to a benchmark fraction such as 1/2. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with symbols >, =, or <, and justify the conclusions, e.g., by using a visual fraction model.

Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.

3. Understand a fraction *a*/*b* with *a* > 1 as a sum of fractions 1/*b*.
   a. Understand addition and subtraction of fractions as joining and separating parts referring to the same whole.
   b. Decompose a fraction into a sum of fractions with the same denominator in more than one way, recording each decomposition by an equation. Justify decompositions, e.g., by using a visual fraction model. *Examples: 3/8 = 1/8 + 1/8 + 1/8 ; 3/8 = 1/8 + 2/8 ; 2 1/8 = 1 + 1 + 1/8 = 8/8 + 8/8 + 1/8.*
   c. Add and subtract mixed numbers with like denominators, e.g., by replacing each mixed number with an equivalent fraction, and/or by using properties of operations and the relationship between addition and subtraction.
   d. Solve word problems involving addition and subtraction of fractions referring to the same whole and having like denominators, e.g., by using visual fraction models and equations to represent the problem.
4. Apply and extend previous understandings of multiplication to multiply a fraction by a whole number.
   a. Understand a fraction *a*/*b* as a multiple of 1/*b*. *For example, use a visual fraction model to represent 5/4 as the product 5 × (1/4), recording the conclusion by the equation 5/4 = 5 × (1/4).*
   b. Understand a multiple of *a*/*b* as a multiple of 1/*b*, and use this understanding to multiply a fraction by a whole number. *For example, use a visual fraction model to express 3 × (2/5) as 6 × (1/5), recognizing this product as 6/5. (In general, n × (a/b) = (n × a)/b.)*
   c. Solve word problems involving multiplication of a fraction by a whole number, e.g., by using visual fraction models and equations to represent the problem. *For example, if each person at a party will eat 3/8 of a pound of roast beef, and there will be 5 people at the party, how many pounds of roast beef will be needed? Between what two whole numbers does your answer lie?*

[3]Grade 4 expectations in this domain are limited to fractions with denominators 2, 3, 4, 5, 6, 8, 10, 12, and 100.

Understand decimal notation for fractions, and compare decimal fractions.

5. Express a fraction with denominator 10 as an equivalent fraction with denominator 100, and use this technique to add two fractions with respective denominators 10 and 100.[4] *For example, express 3/10 as 30/100, and add 3/10 + 4/100 = 34/100.*

6. Use decimal notation for fractions with denominators 10 or 100. *For example, rewrite 0.62 as 62/100; describe a length as 0.62 meters; locate 0.62 on a number line diagram.*

7. Compare two decimals to hundredths by reasoning about their size. Recognize that comparisons are valid only when the two decimals refer to the same whole. Record the results of comparisons with the symbols >, =, or <, and justify the conclusions, e.g., by using a visual model.

Measurement and Data 4.MD

Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.

1. Know relative sizes of measurement units within one system of units including km, m, cm; kg, g; lb, oz.; l, ml; hr, min, sec. Within a single system of measurement, express measurements in a larger unit in terms of a smaller unit. Record measurement equivalents in a two-column table. *For example, know that 1 ft is 12 times as long as 1 in. Express the length of a 4 ft snake as 48 in. Generate a conversion table for feet and inches listing the number pairs (1, 12), (2, 24), (3, 36), ...*

2. Use the four operations to solve word problems involving distances, intervals of time, liquid volumes, masses of objects, and money, including problems involving simple fractions or decimals, and problems that require expressing measurements given in a larger unit in terms of a smaller unit. Represent measurement quantities using diagrams such as number line diagrams that feature a measurement scale.

3. Apply the area and perimeter formulas for rectangles in real world and mathematical problems. *For example, find the width of a rectangular room given the area of the flooring and the length, by viewing the area formula as a multiplication equation with an unknown factor.*

Represent and interpret data.

4. Make a line plot to display a data set of measurements in fractions of a unit (1/2, 1/4, 1/8). Solve problems involving addition and subtraction of fractions by using information presented in line plots. *For example, from a line plot find and interpret the difference in length between the longest and shortest specimens in an insect collection.*

Geometric measurement: understand concepts of angle and measure angles.

5. Recognize angles as geometric shapes that are formed wherever two rays share a common endpoint, and understand concepts of angle measurement:

   a. An angle is measured with reference to a circle with its center at the common endpoint of the rays, by considering the fraction of the circular arc between the points where the two rays intersect the circle. An angle that turns through 1/360 of a circle is called a "one-degree angle," and can be used to measure angles.

   b. An angle that turns through *n* one-degree angles is said to have an angle measure of *n* degrees.

[4]Students who can generate equivalent fractions can develop strategies for adding fractions with unlike denominators in general. But addition and subtraction with unlike denominators in general is not a requirement at this grade.

6. Measure angles in whole-number degrees using a protractor. Sketch angles of specified measure.
7. Recognize angle measure as additive. When an angle is decomposed into non-overlapping parts, the angle measure of the whole is the sum of the angle measures of the parts. Solve addition and subtraction problems to find unknown angles on a diagram in real world and mathematical problems, e.g., by using an equation with a symbol for the unknown angle measure.

Geometry 4.G

Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

1. Draw points, lines, line segments, rays, angles (right, acute, obtuse), and perpendicular and parallel lines. Identify these in two-dimensional figures.
2. Classify two-dimensional figures based on the presence or absence of parallel or perpendicular lines, or the presence or absence of angles of a specified size. Recognize right triangles as a category, and identify right triangles.
3. Recognize a line of symmetry for a two-dimensional figure as a line across the figure such that the figure can be folded along the line into matching parts. Identify line-symmetric figures and draw lines of symmetry.

Mathematics | Grade 5

In Grade 5, instructional time should focus on three critical areas: (1) developing fluency with addition and subtraction of fractions, and developing understanding of the multiplication of fractions and of division of fractions in limited cases (unit fractions divided by whole numbers and whole numbers divided by unit fractions); (2) extending division to 2-digit divisors, integrating decimal fractions into the place value system and developing understanding of operations with decimals to hundredths, and developing fluency with whole number and decimal operations; and (3) developing understanding of volume.

(1) Students apply their understanding of fractions and fraction models to represent the addition and subtraction of fractions with unlike denominators as equivalent calculations with like denominators. They develop fluency in calculating sums and differences of fractions, and make reasonable estimates of them. Students also use the meaning of fractions, of multiplication and division, and the relationship between multiplication and division to understand and explain why the procedures for multiplying and dividing fractions make sense. (Note: this is limited to the case of dividing unit fractions by whole numbers and whole numbers by unit fractions.)

(2) Students develop understanding of why division procedures work based on the meaning of base-ten numerals and properties of operations. They finalize fluency with multi-digit addition, subtraction, multiplication, and division. They apply their understandings of models for decimals, decimal notation, and properties of operations to add and subtract decimals to hundredths. They develop fluency in these computations, and make reasonable estimates of their results. Students use the relationship between decimals and fractions, as well as the relationship between finite decimals and whole numbers (i.e., a finite decimal multiplied by an appropriate power of 10 is a whole number), to understand and explain why the procedures for multiplying and dividing finite decimals make sense. They compute products and quotients of decimals to hundredths efficiently and accurately.

(3) Students recognize volume as an attribute of three-dimensional space. They understand that volume can be measured by finding the total number of same-size units of volume required to fill the space without gaps or overlaps. They understand that a 1-unit by 1-unit by 1-unit cube is the standard unit for measuring volume. They select appropriate units, strategies, and tools for solving problems that involve estimating and measuring volume. They decompose three-dimensional shapes and find volumes of right rectangular prisms by viewing them as decomposed into layers of arrays of cubes. They measure necessary attributes of shapes in order to determine volumes to solve real world and mathematical problems.

Grade 5 Overview

Operations and Algebraic Thinking

- Write and interpret numerical expressions.
- Analyze patterns and relationships.

Number and Operations in Base Ten

- Understand the place value system.
- Perform operations with multi-digit whole numbers and with decimals to hundredths.

Number and Operations—Fractions

- Use equivalent fractions as a strategy to add and subtract fractions.
- Apply and extend previous understandings of multiplication and division to multiply and divide fractions.

Measurement and Data

- Convert like measurement units within a given measurement system.
- Represent and interpret data.
- Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.

Geometry

- Graph points on the coordinate plane to solve real-world and mathematical problems.
- Classify two-dimensional figures into categories based on their properties.

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Operations and Algebraic Thinking 5.OA

Write and interpret numerical expressions.

1. Use parentheses, brackets, or braces in numerical expressions, and evaluate expressions with these symbols.
2. Write simple expressions that record calculations with numbers, and interpret numerical expressions without evaluating them. *For example, express the calculation "add 8 and 7, then multiply by 2" as 2 × (8 + 7). Recognize that 3 × (18932 + 921) is three times as large as 18932 + 921, without having to calculate the indicated sum or product.*

Analyze patterns and relationships.

3. Generate two numerical patterns using two given rules. Identify apparent relationships between corresponding terms. Form ordered pairs consisting of corresponding terms from the two patterns, and graph the ordered pairs on a coordinate plane. *For example, given the rule "Add 3" and the starting number 0, and given the rule "Add 6" and the starting number 0, generate terms in the resulting sequences, and observe that the terms in one sequence are twice the corresponding terms in the other sequence. Explain informally why this is so.*

Number and Operations in Base Ten 5.NBT

Understand the place value system.

1. Recognize that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right and 1/10 of what it represents in the place to its left.
2. Explain patterns in the number of zeros of the product when multiplying a number by powers of 10, and explain patterns in the placement of the decimal point when a decimal is multiplied or divided by a power of 10. Use whole-number exponents to denote powers of 10.
3. Read, write, and compare decimals to thousandths.
   a. Read and write decimals to thousandths using base-ten numerals, number names, and expanded form, e.g., 347.392 = 3 × 100 + 4 × 10 + 7 × 1 + 3 × (1/10) + 9 × (1/100) + 2 × (1/1000).
   b. Compare two decimals to thousandths based on meanings of the digits in each place, using >, =, and < symbols to record the results of comparisons.
4. Use place value understanding to round decimals to any place.

Perform operations with multi-digit whole numbers and with decimals to hundredths.

5. Fluently multiply multi-digit whole numbers using the standard algorithm.
6. Find whole-number quotients of whole numbers with up to four-digit dividends and two-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.
7. Add, subtract, multiply, and divide decimals to hundredths, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used.

Number and Operations—Fractions 5.NF

Use equivalent fractions as a strategy to add and subtract fractions.

1. Add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators. *For example, 2/3 + 5/4 = 8/12 + 15/12 = 23/12. (In general, a/b + c/d = (ad + bc)/bd.)*
2. Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators, e.g., by using visual fraction models or equations to represent the problem. Use benchmark fractions and number sense of fractions to estimate mentally and assess the reasonableness of answers. *For example, recognize an incorrect result 2/5 + 1/2 = 3/7, by observing that 3/7 < 1/2.*

Apply and extend previous understandings of multiplication and division to multiply and divide fractions.

3. Interpret a fraction as division of the numerator by the denominator ($a/b = a \div b$). Solve word problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers, e.g., by using visual fraction models or equations to represent the problem. *For example, interpret 3/4 as the result of dividing 3 by 4, noting that 3/4 multiplied by 4 equals 3, and that when 3 wholes are shared equally among 4 people each person has a share of size 3/4. If 9 people want to share a 50-pound sack of rice equally by weight, how many pounds of rice should each person get? Between what two whole numbers does your answer lie?*
4. Apply and extend previous understandings of multiplication to multiply a fraction or whole number by a fraction.
   a. Interpret the product $(a/b) \times q$ as a parts of a partition of q into b equal parts; equivalently, as the result of a sequence of operations $a \times q \div b$. *For example, use a visual fraction model to show (2/3) × 4 = 8/3, and create a story context for this equation. Do the same with (2/3) × (4/5) = 8/15. (In general, (a/b) × (c/d) = ac/bd.)*
   b. Find the area of a rectangle with fractional side lengths by tiling it with unit squares of the appropriate unit fraction side lengths, and show that the area is the same as would be found by multiplying the side lengths. Multiply fractional side lengths to find areas of rectangles, and represent fraction products as rectangular areas.
5. Interpret multiplication as scaling (resizing), by:
   a. Comparing the size of a product to the size of one factor on the basis of the size of the other factor, without performing the indicated multiplication.
   b. Explaining why multiplying a given number by a fraction greater than 1 results in a product greater than the given number (recognizing multiplication by whole numbers greater than 1 as a familiar case); explaining why multiplying a given number by a fraction less than 1 results in a product smaller than the given number; and relating the principle of fraction equivalence $a/b = (n \times a)/(n \times b)$ to the effect of multiplying a/b by 1.
6. Solve real world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction models or equations to represent the problem.
7. Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions.[1]
   a. Interpret division of a unit fraction by a non-zero whole number,

[1]Students able to multiply fractions in general can develop strategies to divide fractions in general, by reasoning about the relationship between multiplication and division. But division of a fraction by a fraction is not a requirement at this grade.

and compute such quotients. *For example, create a story context for (1/3) ÷ 4, and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that (1/3) ÷ 4 = 1/12 because (1/12) × 4 = 1/3.*

b. Interpret division of a whole number by a unit fraction, and compute such quotients. *For example, create a story context for 4 ÷ (1/5), and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that 4 ÷ (1/5) = 20 because 20 × (1/5) = 4.*

c. Solve real world problems involving division of unit fractions by non-zero whole numbers and division of whole numbers by unit fractions, e.g., by using visual fraction models and equations to represent the problem. *For example, how much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 1/3-cup servings are in 2 cups of raisins?*

Measurement and Data 5.MD

Convert like measurement units within a given measurement system.

1. Convert among different-sized standard measurement units within a given measurement system (e.g., convert 5 cm to 0.05 m), and use these conversions in solving multi-step, real world problems.

Represent and interpret data.

2. Make a line plot to display a data set of measurements in fractions of a unit (1/2, 1/4, 1/8). Use operations on fractions for this grade to solve problems involving information presented in line plots. *For example, given different measurements of liquid in identical beakers, find the amount of liquid each beaker would contain if the total amount in all the beakers were redistributed equally.*

Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.

3. Recognize volume as an attribute of solid figures and understand concepts of volume measurement.

   a. A cube with side length 1 unit, called a “unit cube,” is said to have “one cubic unit” of volume, and can be used to measure volume.

   b. A solid figure which can be packed without gaps or overlaps using n unit cubes is said to have a volume of n cubic units.

4. Measure volumes by counting unit cubes, using cubic cm, cubic in, cubic ft, and improvised units.

5. Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume.

   a. Find the volume of a right rectangular prism with whole-number side lengths by packing it with unit cubes, and show that the volume is the same as would be found by multiplying the edge lengths, equivalently by multiplying the height by the area of the base. Represent threefold whole-number products as volumes, e.g., to represent the associative property of multiplication.

   b. Apply the formulas $V = l \times w \times h$ and $V = b \times h$ for rectangular prisms to find volumes of right rectangular prisms with whole-number edge lengths in the context of solving real world and mathematical problems.

   c. Recognize volume as additive. Find volumes of solid figures composed of two non-overlapping right rectangular prisms by adding the volumes of the non-overlapping parts, applying this technique to solve real world problems.

Geometry 5.G

Graph points on the coordinate plane to solve real-world and mathematical problems.

1. Use a pair of perpendicular number lines, called axes, to define a coordinate system, with the intersection of the lines (the origin) arranged to coincide with the 0 on each line and a given point in the plane located by using an ordered pair of numbers, called its coordinates. Understand that the first number indicates how far to travel from the origin in the direction of one axis, and the second number indicates how far to travel in the direction of the second axis, with the convention that the names of the two axes and the coordinates correspond (e.g., *x*-axis and *x*-coordinate, *y*-axis and *y*-coordinate).
2. Represent real world and mathematical problems by graphing points in the first quadrant of the coordinate plane, and interpret coordinate values of points in the context of the situation.

Classify two-dimensional figures into categories based on their properties.

3. Understand that attributes belonging to a category of two-dimensional figures also belong to all subcategories of that category. *For example, all rectangles have four right angles and squares are rectangles, so all squares have four right angles.*
4. Classify two-dimensional figures in a hierarchy based on properties.

Mathematics | Grade 6

In Grade 6, instructional time should focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

(1) Students use reasoning about multiplication and division to solve ratio and rate problems about quantities. By viewing equivalent ratios and rates as deriving from, and extending, pairs of rows (or columns) in the multiplication table, and by analyzing simple drawings that indicate the relative size of quantities, students connect their understanding of multiplication and division with ratios and rates. Thus students expand the scope of problems for which they can use multiplication and division to solve problems, and they connect ratios and fractions. Students solve a wide variety of problems involving ratios and rates.

(2) Students use the meaning of fractions, the meanings of multiplication and division, and the relationship between multiplication and division to understand and explain why the procedures for dividing fractions make sense. Students use these operations to solve problems. Students extend their previous understandings of number and the ordering of numbers to the full system of rational numbers, which includes negative rational numbers, and in particular negative integers. They reason about the order and absolute value of rational numbers and about the location of points in all four quadrants of the coordinate plane.

(3) Students understand the use of variables in mathematical expressions. They write expressions and equations that correspond to given situations, evaluate expressions, and use expressions and formulas to solve problems. Students understand that expressions in different forms can be equivalent, and they use the properties of operations to rewrite expressions in equivalent forms. Students know that the solutions of an equation are the values of the variables that make the equation true. Students use properties of operations and the idea of maintaining the equality of both sides of an equation to solve simple one-step equations. Students construct and analyze tables, such as tables of quantities that are in equivalent ratios, and they use equations (such as $3x = y$) to describe relationships between quantities.

(4) Building on and reinforcing their understanding of number, students begin to develop their ability to think statistically. Students recognize that a data distribution may not have a definite center and that different ways to measure center yield different values. The median measures center in the sense that it is roughly the middle value. The mean measures center in the sense that it is the value that each data point would take on if the total of the data values were redistributed equally, and also in the sense that it is a balance point. Students recognize that a measure of variability (interquartile range or mean absolute deviation) can also be useful for summarizing data because two very different sets of data can have the same mean and

median yet be distinguished by their variability. Students learn to describe and summarize numerical data sets, identifying clusters, peaks, gaps, and symmetry, considering the context in which the data were collected.

Students in Grade 6 also build on their work with area in elementary school by reasoning about relationships among shapes to determine area, surface area, and volume. They find areas of right triangles, other triangles, and special quadrilaterals by decomposing these shapes, rearranging or removing pieces, and relating the shapes to rectangles. Using these methods, students discuss, develop, and justify formulas for areas of triangles and parallelograms. Students find areas of polygons and surface areas of prisms and pyramids by decomposing them into pieces whose area they can determine. They reason about right rectangular prisms with fractional side lengths to extend formulas for the volume of a right rectangular prism to fractional side lengths. They prepare for work on scale drawings and constructions in Grade 7 by drawing polygons in the coordinate plane.

Grade 6 Overview

Ratios and Proportional Relationships

- **Understand ratio concepts and use ratio reasoning to solve problems.**

The Number System

- **Apply and extend previous understandings of multiplication and division to divide fractions by fractions.**
- **Compute fluently with multi-digit numbers and find common factors and multiples.**
- **Apply and extend previous understandings of numbers to the system of rational numbers.**

Expressions and Equations

- **Apply and extend previous understandings of arithmetic to algebraic expressions.**
- **Reason about and solve one-variable equations and inequalities.**
- **Represent and analyze quantitative relationships between dependent and independent variables.**

Geometry

- **Solve real-world and mathematical problems involving area, surface area, and volume.**

Statistics and Probability

- **Develop understanding of statistical variability.**
- **Summarize and describe distributions.**

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Ratios and Proportional Relationships 6.RP

Understand ratio concepts and use ratio reasoning to solve problems.

1. Understand the concept of a ratio and use ratio language to describe a ratio relationship between two quantities. *For example, "The ratio of wings to beaks in the bird house at the zoo was 2:1, because for every 2 wings there was 1 beak." "For every vote candidate A received, candidate C received nearly three votes."*
2. Understand the concept of a unit rate a/b associated with a ratio $a:b$ with $b \neq 0$, and use rate language in the context of a ratio relationship. *For example, "This recipe has a ratio of 3 cups of flour to 4 cups of sugar, so there is 3/4 cup of flour for each cup of sugar." "We paid $75 for 15 hamburgers, which is a rate of $5 per hamburger."*[1]
3. Use ratio and rate reasoning to solve real-world and mathematical problems, e.g., by reasoning about tables of equivalent ratios, tape diagrams, double number line diagrams, or equations.
   a. Make tables of equivalent ratios relating quantities with whole-number measurements, find missing values in the tables, and plot the pairs of values on the coordinate plane. Use tables to compare ratios.
   b. Solve unit rate problems including those involving unit pricing and constant speed. *For example, if it took 7 hours to mow 4 lawns, then at that rate, how many lawns could be mowed in 35 hours? At what rate were lawns being mowed?*
   c. Find a percent of a quantity as a rate per 100 (e.g., 30% of a quantity means 30/100 times the quantity); solve problems involving finding the whole, given a part and the percent.
   d. Use ratio reasoning to convert measurement units; manipulate and transform units appropriately when multiplying or dividing quantities.

The Number System 6.NS

Apply and extend previous understandings of multiplication and division to divide fractions by fractions.

1. Interpret and compute quotients of fractions, and solve word problems involving division of fractions by fractions, e.g., by using visual fraction models and equations to represent the problem. *For example, create a story context for (2/3) ÷ (3/4) and use a visual fraction model to show the quotient; use the relationship between multiplication and division to explain that (2/3) ÷ (3/4) = 8/9 because 3/4 of 8/9 is 2/3. (In general, (a/b) ÷ (c/d) = ad/bc.) How much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 3/4-cup servings are in 2/3 of a cup of yogurt? How wide is a rectangular strip of land with length 3/4 mi and area 1/2 square mi?*

Compute fluently with multi-digit numbers and find common factors and multiples.

2. Fluently divide multi-digit numbers using the standard algorithm.
3. Fluently add, subtract, multiply, and divide multi-digit decimals using the standard algorithm for each operation.
4. Find the greatest common factor of two whole numbers less than or equal to 100 and the least common multiple of two whole numbers less than or equal to 12. Use the distributive property to express a sum of two whole numbers 1–100 with a common factor as a multiple of a sum of two whole numbers with no common factor. *For example, express 36 + 8 as 4 (9 + 2).*

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[1]Expectations for unit rates in this grade are limited to non-complex fractions.

Apply and extend previous understandings of numbers to the system of rational numbers.

5. Understand that positive and negative numbers are used together to describe quantities having opposite directions or values (e.g., temperature above/below zero, elevation above/below sea level, credits/debits, positive/negative electric charge); use positive and negative numbers to represent quantities in real-world contexts, explaining the meaning of 0 in each situation.

6. Understand a rational number as a point on the number line. Extend number line diagrams and coordinate axes familiar from previous grades to represent points on the line and in the plane with negative number coordinates.

   a. Recognize opposite signs of numbers as indicating locations on opposite sides of 0 on the number line; recognize that the opposite of the opposite of a number is the number itself, e.g., –(–3) = 3, and that 0 is its own opposite.

   b. Understand signs of numbers in ordered pairs as indicating locations in quadrants of the coordinate plane; recognize that when two ordered pairs differ only by signs, the locations of the points are related by reflections across one or both axes.

   c. Find and position integers and other rational numbers on a horizontal or vertical number line diagram; find and position pairs of integers and other rational numbers on a coordinate plane.

7. Understand ordering and absolute value of rational numbers.

   a. Interpret statements of inequality as statements about the relative position of two numbers on a number line diagram. *For example, interpret –3 > –7 as a statement that –3 is located to the right of –7 on a number line oriented from left to right.*

   b. Write, interpret, and explain statements of order for rational numbers in real-world contexts. *For example, write –3 °C > –7 °C to express the fact that –3 °C is warmer than –7 °C.*

   c. Understand the absolute value of a rational number as its distance from 0 on the number line; interpret absolute value as magnitude for a positive or negative quantity in a real-world situation. *For example, for an account balance of –30 dollars, write |–30| = 30 to describe the size of the debt in dollars.*

   d. Distinguish comparisons of absolute value from statements about order. *For example, recognize that an account balance less than –30 dollars represents a debt greater than 30 dollars.*

8. Solve real-world and mathematical problems by graphing points in all four quadrants of the coordinate plane. Include use of coordinates and absolute value to find distances between points with the same first coordinate or the same second coordinate.

Expressions and Equations 6.EE

Apply and extend previous understandings of arithmetic to algebraic expressions.

1. Write and evaluate numerical expressions involving whole-number exponents.

2. Write, read, and evaluate expressions in which letters stand for numbers.

   a. Write expressions that record operations with numbers and with letters standing for numbers. *For example, express the calculation “Subtract y from 5” as 5 – y.*

b. Identify parts of an expression using mathematical terms (sum, term, product, factor, quotient, coefficient); view one or more parts of an expression as a single entity. *For example, describe the expression 2 (8 + 7) as a product of two factors; view (8 + 7) as both a single entity and a sum of two terms.*

c. Evaluate expressions at specific values of their variables. Include expressions that arise from formulas used in real-world problems. Perform arithmetic operations, including those involving whole-number exponents, in the conventional order when there are no parentheses to specify a particular order (Order of Operations). *For example, use the formulas $V = s^3$ and $A = 6 s^2$ to find the volume and surface area of a cube with sides of length $s = 1/2$.*

3. Apply the properties of operations to generate equivalent expressions. *For example, apply the distributive property to the expression 3 (2 + x) to produce the equivalent expression 6 + 3x; apply the distributive property to the expression 24x + 18y to produce the equivalent expression 6 (4x + 3y); apply properties of operations to y + y + y to produce the equivalent expression 3y.*

4. Identify when two expressions are equivalent (i.e., when the two expressions name the same number regardless of which value is substituted into them). *For example, the expressions y + y + y and 3y are equivalent because they name the same number regardless of which number y stands for.*

Reason about and solve one-variable equations and inequalities.

5. Understand solving an equation or inequality as a process of answering a question: which values from a specified set, if any, make the equation or inequality true? Use substitution to determine whether a given number in a specified set makes an equation or inequality true.

6. Use variables to represent numbers and write expressions when solving a real-world or mathematical problem; understand that a variable can represent an unknown number, or, depending on the purpose at hand, any number in a specified set.

7. Solve real-world and mathematical problems by writing and solving equations of the form $x + p = q$ and $px = q$ for cases in which p, q and x are all nonnegative rational numbers.

8. Write an inequality of the form $x > c$ or $x < c$ to represent a constraint or condition in a real-world or mathematical problem. Recognize that inequalities of the form $x > c$ or $x < c$ have infinitely many solutions; represent solutions of such inequalities on number line diagrams.

Represent and analyze quantitative relationships between dependent and independent variables.

9. Use variables to represent two quantities in a real-world problem that change in relationship to one another; write an equation to express one quantity, thought of as the dependent variable, in terms of the other quantity, thought of as the independent variable. Analyze the relationship between the dependent and independent variables using graphs and tables, and relate these to the equation. *For example, in a problem involving motion at constant speed, list and graph ordered pairs of distances and times, and write the equation d = 65t to represent the relationship between distance and time.*

Geometry 6.G

Solve real-world and mathematical problems involving area, surface area, and volume.

1. Find the area of right triangles, other triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems.

2. Find the volume of a right rectangular prism with fractional edge lengths by packing it with unit cubes of the appropriate unit fraction edge lengths, and show that the volume is the same as would be found by multiplying the edge lengths of the prism. Apply the formulas $V = l\ w\ h$ and $V = b\ h$ to find volumes of right rectangular prisms with fractional edge lengths in the context of solving real-world and mathematical problems.

3. Draw polygons in the coordinate plane given coordinates for the vertices; use coordinates to find the length of a side joining points with the same first coordinate or the same second coordinate. Apply these techniques in the context of solving real-world and mathematical problems.

4. Represent three-dimensional figures using nets made up of rectangles and triangles, and use the nets to find the surface area of these figures. Apply these techniques in the context of solving real-world and mathematical problems.

Statistics and Probability 6.SP

Develop understanding of statistical variability.

1. Recognize a statistical question as one that anticipates variability in the data related to the question and accounts for it in the answers. *For example, "How old am I?" is not a statistical question, but "How old are the students in my school?" is a statistical question because one anticipates variability in students' ages.*

2. Understand that a set of data collected to answer a statistical question has a distribution which can be described by its center, spread, and overall shape.

3. Recognize that a measure of center for a numerical data set summarizes all of its values with a single number, while a measure of variation describes how its values vary with a single number.

Summarize and describe distributions.

4. Display numerical data in plots on a number line, including dot plots, histograms, and box plots.

5. Summarize numerical data sets in relation to their context, such as by:

   a. Reporting the number of observations.

   b. Describing the nature of the attribute under investigation, including how it was measured and its units of measurement.

   c. Giving quantitative measures of center (median and/or mean) and variability (interquartile range and/or mean absolute deviation), as well as describing any overall pattern and any striking deviations from the overall pattern with reference to the context in which the data were gathered.

   d. Relating the choice of measures of center and variability to the shape of the data distribution and the context in which the data were gathered.

Mathematics | Grade 7

In Grade 7, instructional time should focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

(1) Students extend their understanding of ratios and develop understanding of proportionality to solve single- and multi-step problems. Students use their understanding of ratios and proportionality to solve a wide variety of percent problems, including those involving discounts, interest, taxes, tips, and percent increase or decrease. Students solve problems about scale drawings by relating corresponding lengths between the objects or by using the fact that relationships of lengths within an object are preserved in similar objects. Students graph proportional relationships and understand the unit rate informally as a measure of the steepness of the related line, called the slope. They distinguish proportional relationships from other relationships.

(2) Students develop a unified understanding of number, recognizing fractions, decimals (that have a finite or a repeating decimal representation), and percents as different representations of rational numbers. Students extend addition, subtraction, multiplication, and division to all rational numbers, maintaining the properties of operations and the relationships between addition and subtraction, and multiplication and division. By applying these properties, and by viewing negative numbers in terms of everyday contexts (e.g., amounts owed or temperatures below zero), students explain and interpret the rules for adding, subtracting, multiplying, and dividing with negative numbers. They use the arithmetic of rational numbers as they formulate expressions and equations in one variable and use these equations to solve problems.

(3) Students continue their work with area from Grade 6, solving problems involving the area and circumference of a circle and surface area of three-dimensional objects. In preparation for work on congruence and similarity in Grade 8 they reason about relationships among two-dimensional figures using scale drawings and informal geometric constructions, and they gain familiarity with the relationships between angles formed by intersecting lines. Students work with three-dimensional figures, relating them to two-dimensional figures by examining cross-sections. They solve real-world and mathematical problems involving area, surface area, and volume of two- and three-dimensional objects composed of triangles, quadrilaterals, polygons, cubes and right prisms.

(4) Students build on their previous work with single data distributions to compare two data distributions and address questions about differences between populations. They begin informal work with random sampling to generate data sets and learn about the importance of representative samples for drawing inferences.

Grade 7 Overview

Ratios and Proportional Relationships

- Analyze proportional relationships and use them to solve real-world and mathematical problems.

The Number System

- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.

Expressions and Equations

- Use properties of operations to generate equivalent expressions.
- Solve real-life and mathematical problems using numerical and algebraic expressions and equations.

Geometry

- Draw, construct and describe geometrical figures and describe the relationships between them.
- Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.

Statistics and Probability

- Use random sampling to draw inferences about a population.
- Draw informal comparative inferences about two populations.
- Investigate chance processes and develop, use, and evaluate probability models.

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Ratios and Proportional Relationships 7.RP

Analyze proportional relationships and use them to solve real-world and mathematical problems.

1. Compute unit rates associated with ratios of fractions, including ratios of lengths, areas and other quantities measured in like or different units. *For example, if a person walks 1/2 mile in each 1/4 hour, compute the unit rate as the complex fraction* $^{1/2}/_{1/4}$ *miles per hour, equivalently 2 miles per hour.*
2. Recognize and represent proportional relationships between quantities.
   a. Decide whether two quantities are in a proportional relationship, e.g., by testing for equivalent ratios in a table or graphing on a coordinate plane and observing whether the graph is a straight line through the origin.
   b. Identify the constant of proportionality (unit rate) in tables, graphs, equations, diagrams, and verbal descriptions of proportional relationships.
   c. Represent proportional relationships by equations. *For example, if total cost t is proportional to the number n of items purchased at a constant price p, the relationship between the total cost and the number of items can be expressed as t = pn.*
   d. Explain what a point *(x, y)* on the graph of a proportional relationship means in terms of the situation, with special attention to the points (0, 0) and (1, *r)* where *r* is the unit rate.
3. Use proportional relationships to solve multistep ratio and percent problems. *Examples: simple interest, tax, markups and markdowns, gratuities and commissions, fees, percent increase and decrease, percent error.*

The Number System 7.NS

Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.

1. Apply and extend previous understandings of addition and subtraction to add and subtract rational numbers; represent addition and subtraction on a horizontal or vertical number line diagram.
   a. Describe situations in which opposite quantities combine to make 0. *For example, a hydrogen atom has 0 charge because its two constituents are oppositely charged.*
   b. Understand $p + q$ as the number located a distance $|q|$ from p, in the positive or negative direction depending on whether q is positive or negative. Show that a number and its opposite have a sum of 0 (are additive inverses). Interpret sums of rational numbers by describing real-world contexts.
   c. Understand subtraction of rational numbers as adding the additive inverse, $p - q = p + (-q)$. Show that the distance between two rational numbers on the number line is the absolute value of their difference, and apply this principle in real-world contexts.
   d. Apply properties of operations as strategies to add and subtract rational numbers.
2. Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers.
   a. Understand that multiplication is extended from fractions to rational numbers by requiring that operations continue to satisfy the properties of operations, particularly the distributive property, leading to products such as $(-1)(-1) = 1$ and the rules for multiplying signed numbers. Interpret products of rational numbers by describing real-world contexts.

b. Understand that integers can be divided, provided that the divisor is not zero, and every quotient of integers (with non-zero divisor) is a rational number. If p and q are integers, then $-(p/q) = (-p)/q = p/(-q)$. Interpret quotients of rational numbers by describing real-world contexts.

c. Apply properties of operations as strategies to multiply and divide rational numbers.

d. Convert a rational number to a decimal using long division; know that the decimal form of a rational number terminates in 0s or eventually repeats.

3. Solve real-world and mathematical problems involving the four operations with rational numbers.[1]

Expressions and Equations 7.EE

Use properties of operations to generate equivalent expressions.

1. Apply properties of operations as strategies to add, subtract, factor, and expand linear expressions with rational coefficients.
2. Understand that rewriting an expression in different forms in a problem context can shed light on the problem and how the quantities in it are related. *For example, $a + 0.05a = 1.05a$ means that "increase by 5%" is the same as "multiply by 1.05."*

Solve real-life and mathematical problems using numerical and algebraic expressions and equations.

3. Solve multi-step real-life and mathematical problems posed with positive and negative rational numbers in any form (whole numbers, fractions, and decimals), using tools strategically. Apply properties of operations to calculate with numbers in any form; convert between forms as appropriate; and assess the reasonableness of answers using mental computation and estimation strategies. *For example: If a woman making $25 an hour gets a 10% raise, she will make an additional 1/10 of her salary an hour, or $2.50, for a new salary of $27.50. If you want to place a towel bar 9 3/4 inches long in the center of a door that is 27 1/2 inches wide, you will need to place the bar about 9 inches from each edge; this estimate can be used as a check on the exact computation.*
4. Use variables to represent quantities in a real-world or mathematical problem, and construct simple equations and inequalities to solve problems by reasoning about the quantities.

   a. Solve word problems leading to equations of the form $px + q = r$ and $p(x + q) = r$, where p, q, and r are specific rational numbers. Solve equations of these forms fluently. Compare an algebraic solution to an arithmetic solution, identifying the sequence of the operations used in each approach. *For example, the perimeter of a rectangle is 54 cm. Its length is 6 cm. What is its width?*

   b. Solve word problems leading to inequalities of the form $px + q > r$ or $px + q < r$, where p, q, and r are specific rational numbers. Graph the solution set of the inequality and interpret it in the context of the problem. *For example: As a salesperson, you are paid $50 per week plus $3 per sale. This week you want your pay to be at least $100. Write an inequality for the number of sales you need to make, and describe the solutions.*

Geometry 7.G

Draw, construct, and describe geometrical figures and describe the relationships between them.

1. Solve problems involving scale drawings of geometric figures, including computing actual lengths and areas from a scale drawing and reproducing a scale drawing at a different scale.

[1] Computations with rational numbers extend the rules for manipulating fractions to complex fractions.

2. Draw (freehand, with ruler and protractor, and with technology) geometric shapes with given conditions. Focus on constructing triangles from three measures of angles or sides, noticing when the conditions determine a unique triangle, more than one triangle, or no triangle.
3. Describe the two-dimensional figures that result from slicing three-dimensional figures, as in plane sections of right rectangular prisms and right rectangular pyramids.

Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.

4. Know the formulas for the area and circumference of a circle and use them to solve problems; give an informal derivation of the relationship between the circumference and area of a circle.
5. Use facts about supplementary, complementary, vertical, and adjacent angles in a multi-step problem to write and solve simple equations for an unknown angle in a figure.
6. Solve real-world and mathematical problems involving area, volume and surface area of two- and three-dimensional objects composed of triangles, quadrilaterals, polygons, cubes, and right prisms.

Statistics and Probability 7.SP

Use random sampling to draw inferences about a population.

1. Understand that statistics can be used to gain information about a population by examining a sample of the population; generalizations about a population from a sample are valid only if the sample is representative of that population. Understand that random sampling tends to produce representative samples and support valid inferences.
2. Use data from a random sample to draw inferences about a population with an unknown characteristic of interest. Generate multiple samples (or simulated samples) of the same size to gauge the variation in estimates or predictions. *For example, estimate the mean word length in a book by randomly sampling words from the book; predict the winner of a school election based on randomly sampled survey data. Gauge how far off the estimate or prediction might be.*

Draw informal comparative inferences about two populations.

3. Informally assess the degree of visual overlap of two numerical data distributions with similar variabilities, measuring the difference between the centers by expressing it as a multiple of a measure of variability. *For example, the mean height of players on the basketball team is 10 cm greater than the mean height of players on the soccer team, about twice the variability (mean absolute deviation) on either team; on a dot plot, the separation between the two distributions of heights is noticeable.*
4. Use measures of center and measures of variability for numerical data from random samples to draw informal comparative inferences about two populations. *For example, decide whether the words in a chapter of a seventh-grade science book are generally longer than the words in a chapter of a fourth-grade science book.*

Investigate chance processes and develop, use, and evaluate probability models.

5. Understand that the probability of a chance event is a number between 0 and 1 that expresses the likelihood of the event occurring. Larger numbers indicate greater likelihood. A probability near 0 indicates an unlikely event, a probability around 1/2 indicates an event that is neither unlikely nor likely, and a probability near 1 indicates a likely event.

6. Approximate the probability of a chance event by collecting data on the chance process that produces it and observing its long-run relative frequency, and predict the approximate relative frequency given the probability. *For example, when rolling a number cube 600 times, predict that a 3 or 6 would be rolled roughly 200 times, but probably not exactly 200 times.*

7. Develop a probability model and use it to find probabilities of events. Compare probabilities from a model to observed frequencies; if the agreement is not good, explain possible sources of the discrepancy.

   a. Develop a uniform probability model by assigning equal probability to all outcomes, and use the model to determine probabilities of events. *For example, if a student is selected at random from a class, find the probability that Jane will be selected and the probability that a girl will be selected.*

   b. Develop a probability model (which may not be uniform) by observing frequencies in data generated from a chance process. *For example, find the approximate probability that a spinning penny will land heads up or that a tossed paper cup will land open-end down. Do the outcomes for the spinning penny appear to be equally likely based on the observed frequencies?*

8. Find probabilities of compound events using organized lists, tables, tree diagrams, and simulation.

   a. Understand that, just as with simple events, the probability of a compound event is the fraction of outcomes in the sample space for which the compound event occurs.

   b. Represent sample spaces for compound events using methods such as organized lists, tables and tree diagrams. For an event described in everyday language (e.g., “rolling double sixes”), identify the outcomes in the sample space which compose the event.

   c. Design and use a simulation to generate frequencies for compound events. *For example, use random digits as a simulation tool to approximate the answer to the question: If 40% of donors have type A blood, what is the probability that it will take at least 4 donors to find one with type A blood?*

Mathematics | Grade 8

In Grade 8, instructional time should focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

(1) Students use linear equations and systems of linear equations to represent, analyze, and solve a variety of problems. Students recognize equations for proportions ($y/x = m$ or $y = mx$) as special linear equations ($y = mx + b$), understanding that the constant of proportionality (m) is the slope, and the graphs are lines through the origin. They understand that the slope (m) of a line is a constant rate of change, so that if the input or x-coordinate changes by an amount A, the output or y-coordinate changes by the amount $m \cdot A$. Students also use a linear equation to describe the association between two quantities in bivariate data (such as arm span vs. height for students in a classroom). At this grade, fitting the model, and assessing its fit to the data are done informally. Interpreting the model in the context of the data requires students to express a relationship between the two quantities in question and to interpret components of the relationship (such as slope and y-intercept) in terms of the situation.

Students strategically choose and efficiently implement procedures to solve linear equations in one variable, understanding that when they use the properties of equality and the concept of logical equivalence, they maintain the solutions of the original equation. Students solve systems of two linear equations in two variables and relate the systems to pairs of lines in the plane; these intersect, are parallel, or are the same line. Students use linear equations, systems of linear equations, linear functions, and their understanding of slope of a line to analyze situations and solve problems.

(2) Students grasp the concept of a function as a rule that assigns to each input exactly one output. They understand that functions describe situations where one quantity determines another. They can translate among representations and partial representations of functions (noting that tabular and graphical representations may be partial representations), and they describe how aspects of the function are reflected in the different representations.

(3) Students use ideas about distance and angles, how they behave under translations, rotations, reflections, and dilations, and ideas about congruence and similarity to describe and analyze two-dimensional figures and to solve problems. Students show that the sum of the angles in a triangle is the angle formed by a straight line, and that various configurations of lines give rise to similar triangles because of the angles created when a transversal cuts parallel lines. Students understand the statement of the Pythagorean Theorem and its converse, and can explain why the Pythagorean Theorem holds, for example, by decomposing a square in two different ways. They apply the Pythagorean Theorem to find distances between points on the coordinate plane, to find lengths, and to analyze polygons. Students complete their work on volume by solving problems involving cones, cylinders, and spheres.

Grade 8 Overview

The Number System

- Know that there are numbers that are not rational, and approximate them by rational numbers.

Expressions and Equations

- Work with radicals and integer exponents.
- Understand the connections between proportional relationships, lines, and linear equations.
- Analyze and solve linear equations and pairs of simultaneous linear equations.

Functions

- Define, evaluate, and compare functions.
- Use functions to model relationships between quantities.

Geometry

- Understand congruence and similarity using physical models, transparencies, or geometry software.
- Understand and apply the Pythagorean Theorem.
- Solve real-world and mathematical problems involving volume of cylinders, cones and spheres.

Statistics and Probability

- Investigate patterns of association in bivariate data.

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

The Number System 8.NS

Know that there are numbers that are not rational, and approximate them by rational numbers.

1. Know that numbers that are not rational are called irrational. Understand informally that every number has a decimal expansion; for rational numbers show that the decimal expansion repeats eventually, and convert a decimal expansion which repeats eventually into a rational number.
2. Use rational approximations of irrational numbers to compare the size of irrational numbers, locate them approximately on a number line diagram, and estimate the value of expressions (e.g., π^2). *For example, by truncating the decimal expansion of* $\sqrt{2}$*, show that* $\sqrt{2}$ *is between 1 and 2, then between 1.4 and 1.5, and explain how to continue on to get better approximations.*

Expressions and Equations 8.EE

Work with radicals and integer exponents.

1. Know and apply the properties of integer exponents to generate equivalent numerical expressions. *For example,* $3^2 \times 3^{-5} = 3^{-3} = 1/3^3 = 1/27$.
2. Use square root and cube root symbols to represent solutions to equations of the form $x^2 = p$ and $x^3 = p$, where p is a positive rational number. Evaluate square roots of small perfect squares and cube roots of small perfect cubes. Know that $\sqrt{2}$ is irrational.
3. Use numbers expressed in the form of a single digit times an integer power of 10 to estimate very large or very small quantities, and to express how many times as much one is than the other. *For example, estimate the population of the United States as* 3×10^8 *and the population of the world as* 7×10^9*, and determine that the world population is more than 20 times larger.*
4. Perform operations with numbers expressed in scientific notation, including problems where both decimal and scientific notation are used. Use scientific notation and choose units of appropriate size for measurements of very large or very small quantities (e.g., use millimeters per year for seafloor spreading). Interpret scientific notation that has been generated by technology.

Understand the connections between proportional relationships, lines, and linear equations.

5. Graph proportional relationships, interpreting the unit rate as the slope of the graph. Compare two different proportional relationships represented in different ways. *For example, compare a distance-time graph to a distance-time equation to determine which of two moving objects has greater speed.*
6. Use similar triangles to explain why the slope m is the same between any two distinct points on a non-vertical line in the coordinate plane; derive the equation $y = mx$ for a line through the origin and the equation $y = mx + b$ for a line intercepting the vertical axis at b.

Analyze and solve linear equations and pairs of simultaneous linear equations.

7. Solve linear equations in one variable.
   a. Give examples of linear equations in one variable with one solution, infinitely many solutions, or no solutions. Show which of these possibilities is the case by successively transforming the given equation into simpler forms, until an equivalent equation of the form $x = a$, $a = a$, or $a = b$ results (where a and b are different numbers).
   b. Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.

8. Analyze and solve pairs of simultaneous linear equations.
   a. Understand that solutions to a system of two linear equations in two variables correspond to points of intersection of their graphs, because points of intersection satisfy both equations simultaneously.
   b. Solve systems of two linear equations in two variables algebraically, and estimate solutions by graphing the equations. Solve simple cases by inspection. *For example, 3x + 2y = 5 and 3x + 2y = 6 have no solution because 3x + 2y cannot simultaneously be 5 and 6.*
   c. Solve real-world and mathematical problems leading to two linear equations in two variables. *For example, given coordinates for two pairs of points, determine whether the line through the first pair of points intersects the line through the second pair.*

Functions 8.F

Define, evaluate, and compare functions.

1. Understand that a function is a rule that assigns to each input exactly one output. The graph of a function is the set of ordered pairs consisting of an input and the corresponding output.[1]
2. Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). *For example, given a linear function represented by a table of values and a linear function represented by an algebraic expression, determine which function has the greater rate of change.*
3. Interpret the equation $y = mx + b$ as defining a linear function, whose graph is a straight line; give examples of functions that are not linear. *For example, the function $A = s^2$ giving the area of a square as a function of its side length is not linear because its graph contains the points (1,1), (2,4) and (3,9), which are not on a straight line.*

Use functions to model relationships between quantities.

4. Construct a function to model a linear relationship between two quantities. Determine the rate of change and initial value of the function from a description of a relationship or from two (x, y) values, including reading these from a table or from a graph. Interpret the rate of change and initial value of a linear function in terms of the situation it models, and in terms of its graph or a table of values.
5. Describe qualitatively the functional relationship between two quantities by analyzing a graph (e.g., where the function is increasing or decreasing, linear or nonlinear). Sketch a graph that exhibits the qualitative features of a function that has been described verbally.

Geometry 8.G

Understand congruence and similarity using physical models, transparencies, or geometry software.

1. Verify experimentally the properties of rotations, reflections, and translations:
   a. Lines are taken to lines, and line segments to line segments of the same length.
   b. Angles are taken to angles of the same measure.
   c. Parallel lines are taken to parallel lines.
2. Understand that a two-dimensional figure is congruent to another if the second can be obtained from the first by a sequence of rotations, reflections, and translations; given two congruent figures, describe a sequence that exhibits the congruence between them.

[1]Function notation is not required in Grade 8.

3. Describe the effect of dilations, translations, rotations, and reflections on two-dimensional figures using coordinates.
4. Understand that a two-dimensional figure is similar to another if the second can be obtained from the first by a sequence of rotations, reflections, translations, and dilations; given two similar two-dimensional figures, describe a sequence that exhibits the similarity between them.
5. Use informal arguments to establish facts about the angle sum and exterior angle of triangles, about the angles created when parallel lines are cut by a transversal, and the angle-angle criterion for similarity of triangles. *For example, arrange three copies of the same triangle so that the sum of the three angles appears to form a line, and give an argument in terms of transversals why this is so.*

Understand and apply the Pythagorean Theorem.

6. Explain a proof of the Pythagorean Theorem and its converse.
7. Apply the Pythagorean Theorem to determine unknown side lengths in right triangles in real-world and mathematical problems in two and three dimensions.
8. Apply the Pythagorean Theorem to find the distance between two points in a coordinate system.

Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.

9. Know the formulas for the volumes of cones, cylinders, and spheres and use them to solve real-world and mathematical problems.

Statistics and Probability — 8.SP

Investigate patterns of association in bivariate data.

1. Construct and interpret scatter plots for bivariate measurement data to investigate patterns of association between two quantities. Describe patterns such as clustering, outliers, positive or negative association, linear association, and nonlinear association.
2. Know that straight lines are widely used to model relationships between two quantitative variables. For scatter plots that suggest a linear association, informally fit a straight line, and informally assess the model fit by judging the closeness of the data points to the line.
3. Use the equation of a linear model to solve problems in the context of bivariate measurement data, interpreting the slope and intercept. *For example, in a linear model for a biology experiment, interpret a slope of 1.5 cm/hr as meaning that an additional hour of sunlight each day is associated with an additional 1.5 cm in mature plant height.*
4. Understand that patterns of association can also be seen in bivariate categorical data by displaying frequencies and relative frequencies in a two-way table. Construct and interpret a two-way table summarizing data on two categorical variables collected from the same subjects. Use relative frequencies calculated for rows or columns to describe possible association between the two variables. *For example, collect data from students in your class on whether or not they have a curfew on school nights and whether or not they have assigned chores at home. Is there evidence that those who have a curfew also tend to have chores?*

Mathematics Standards for High School

The high school standards specify the mathematics that all students should study in order to be college and career ready. Additional mathematics that students should learn in order to take advanced courses such as calculus, advanced statistics, or discrete mathematics is indicated by (+), as in this example:

> (+) Represent complex numbers on the complex plane in rectangular and polar form (including real and imaginary numbers).

All standards without a (+) symbol should be in the common mathematics curriculum for all college and career ready students. Standards with a (+) symbol may also appear in courses intended for all students.

The high school standards are listed in conceptual categories:

- Number and Quantity
- Algebra
- Functions
- Modeling
- Geometry
- Statistics and Probability

Conceptual categories portray a coherent view of high school mathematics; a student's work with functions, for example, crosses a number of traditional course boundaries, potentially up through and including calculus.

Modeling is best interpreted not as a collection of isolated topics but in relation to other standards. Making mathematical models is a Standard for Mathematical Practice, and specific modeling standards appear throughout the high school standards indicated by a star symbol (★). The star symbol sometimes appears on the heading for a group of standards; in that case, it should be understood to apply to all standards in that group.

Mathematics | High School—Number and Quantity

Numbers and Number Systems. During the years from kindergarten to eighth grade, students must repeatedly extend their conception of number. At first, "number" means "counting number": 1, 2, 3... Soon after that, 0 is used to represent "none" and the whole numbers are formed by the counting numbers together with zero. The next extension is fractions. At first, fractions are barely numbers and tied strongly to pictorial representations. Yet by the time students understand division of fractions, they have a strong concept of fractions as numbers and have connected them, via their decimal representations, with the base-ten system used to represent the whole numbers. During middle school, fractions are augmented by negative fractions to form the rational numbers. In Grade 8, students extend this system once more, augmenting the rational numbers with the irrational numbers to form the real numbers. In high school, students will be exposed to yet another extension of number, when the real numbers are augmented by the imaginary numbers to form the complex numbers.

With each extension of number, the meanings of addition, subtraction, multiplication, and division are extended. In each new number system—integers, rational numbers, real numbers, and complex numbers—the four operations stay the same in two important ways: They have the commutative, associative, and distributive properties and their new meanings are consistent with their previous meanings.

Extending the properties of whole-number exponents leads to new and productive notation. For example, properties of whole-number exponents suggest that $(5^{1/3})^3$ should be $5^{(1/3)3} = 5^1 = 5$ and that $5^{1/3}$ should be the cube root of 5.

Calculators, spreadsheets, and computer algebra systems can provide ways for students to become better acquainted with these new number systems and their notation. They can be used to generate data for numerical experiments, to help understand the workings of matrix, vector, and complex number algebra, and to experiment with non-integer exponents.

Quantities. In real world problems, the answers are usually not numbers but quantities: numbers with units, which involves measurement. In their work in measurement up through Grade 8, students primarily measure commonly used attributes such as length, area, and volume. In high school, students encounter a wider variety of units in modeling, e.g., acceleration, currency conversions, derived quantities such as person-hours and heating degree days, social science rates such as per-capita income, and rates in everyday life such as points scored per game or batting averages. They also encounter novel situations in which they themselves must conceive the attributes of interest. For example, to find a good measure of overall highway safety, they might propose measures such as fatalities per year, fatalities per year per driver, or fatalities per vehicle-mile traveled. Such a conceptual process is sometimes called quantification. Quantification is important for science, as when surface area suddenly "stands out" as an important variable in evaporation. Quantification is also important for companies, which must conceptualize relevant attributes and create or choose suitable measures for them.

Number and Quantity Overview

The Real Number System

- Extend the properties of exponents to rational exponents
- Use properties of rational and irrational numbers.

Quantities

- Reason quantitatively and use units to solve problems

The Complex Number System

- Perform arithmetic operations with complex numbers
- Represent complex numbers and their operations on the complex plane
- Use complex numbers in polynomial identities and equations

Vector and Matrix Quantities

- Represent and model with vector quantities.
- Perform operations on vectors.
- Perform operations on matrices and use matrices in applications.

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

The Real Number System — N-RN

Extend the properties of exponents to rational exponents.

1. Explain how the definition of the meaning of rational exponents follows from extending the properties of integer exponents to those values, allowing for a notation for radicals in terms of rational exponents. *For example, we define $5^{1/3}$ to be the cube root of 5 because we want $(5^{1/3})^3 = 5^{(1/3)3}$ to hold, so $(5^{1/3})^3$ must equal 5.*
2. Rewrite expressions involving radicals and rational exponents using the properties of exponents.

Use properties of rational and irrational numbers.

3. Explain why the sum or product of two rational numbers is rational; that the sum of a rational number and an irrational number is irrational; and that the product of a nonzero rational number and an irrational number is irrational.

Quantities* — N-Q

Reason quantitatively and use units to solve problems.

1. Use units as a way to understand problems and to guide the solution of multi-step problems; choose and interpret units consistently in formulas; choose and interpret the scale and the origin in graphs and data displays.
2. Define appropriate quantities for the purpose of descriptive modeling.
3. Choose a level of accuracy appropriate to limitations on measurement when reporting quantities.

The Complex Number System — N-CN

Perform arithmetic operations with complex numbers.

1. Know there is a complex number i such that $i^2 = -1$, and every complex number has the form $a + bi$ with a and b real.
2. Use the relation $i^2 = -1$ and the commutative, associative, and distributive properties to add, subtract, and multiply complex numbers.
3. (+) Find the conjugate of a complex number; use conjugates to find moduli and quotients of complex numbers.

Represent complex numbers and their operations on the complex plane.

4. (+) Represent complex numbers on the complex plane in rectangular and polar form (including real and imaginary numbers), and explain why the rectangular and polar forms of a given complex number represent the same number.
5. (+) Represent addition, subtraction, multiplication, and conjugation of complex numbers geometrically on the complex plane; use properties of this representation for computation. *For example,* $(-1 + \sqrt{3}\,i)^3 = 8$ *because* $(-1 + \sqrt{3}\,i)$ *has modulus* 2 *and argument* 120°.
6. (+) Calculate the distance between numbers in the complex plane as the modulus of the difference, and the midpoint of a segment as the average of the numbers at its endpoints.

Use complex numbers in polynomial identities and equations.

7. Solve quadratic equations with real coefficients that have complex solutions.
8. (+) Extend polynomial identities to the complex numbers. *For example, rewrite* $x^2 + 4$ *as* $(x + 2i)(x - 2i)$.
9. (+) Know the Fundamental Theorem of Algebra; show that it is true for quadratic polynomials.

Vector and Matrix Quantities N-VM

Represent and model with vector quantities.

1. (+) Recognize vector quantities as having both magnitude and direction. Represent vector quantities by directed line segments, and use appropriate symbols for vectors and their magnitudes (e.g., $\boldsymbol{v}$, $|\boldsymbol{v}|$, $||\boldsymbol{v}||$, v).
2. (+) Find the components of a vector by subtracting the coordinates of an initial point from the coordinates of a terminal point.
3. (+) Solve problems involving velocity and other quantities that can be represented by vectors.

Perform operations on vectors.

4. (+) Add and subtract vectors.
   a. Add vectors end-to-end, component-wise, and by the parallelogram rule. Understand that the magnitude of a sum of two vectors is typically not the sum of the magnitudes.
   b. Given two vectors in magnitude and direction form, determine the magnitude and direction of their sum.
   c. Understand vector subtraction $\boldsymbol{v} - \boldsymbol{w}$ as $\boldsymbol{v} + (-\boldsymbol{w})$, where $-\boldsymbol{w}$ is the additive inverse of $\boldsymbol{w}$, with the same magnitude as $\boldsymbol{w}$ and pointing in the opposite direction. Represent vector subtraction graphically by connecting the tips in the appropriate order, and perform vector subtraction component-wise.
5. (+) Multiply a vector by a scalar.
   a. Represent scalar multiplication graphically by scaling vectors and possibly reversing their direction; perform scalar multiplication component-wise, e.g., as $c(v_x, v_y) = (cv_x, cv_y)$.
   b. Compute the magnitude of a scalar multiple $c\boldsymbol{v}$ using $||c\boldsymbol{v}|| = |c|v$. Compute the direction of $c\boldsymbol{v}$ knowing that when $|c|v \neq 0$, the direction of $c\boldsymbol{v}$ is either along $\boldsymbol{v}$ (for $c > 0$) or against $\boldsymbol{v}$ (for $c < 0$).

Perform operations on matrices and use matrices in applications.

6. (+) Use matrices to represent and manipulate data, e.g., to represent payoffs or incidence relationships in a network.
7. (+) Multiply matrices by scalars to produce new matrices, e.g., as when all of the payoffs in a game are doubled.
8. (+) Add, subtract, and multiply matrices of appropriate dimensions.
9. (+) Understand that, unlike multiplication of numbers, matrix multiplication for square matrices is not a commutative operation, but still satisfies the associative and distributive properties.
10. (+) Understand that the zero and identity matrices play a role in matrix addition and multiplication similar to the role of 0 and 1 in the real numbers. The determinant of a square matrix is nonzero if and only if the matrix has a multiplicative inverse.
11. (+) Multiply a vector (regarded as a matrix with one column) by a matrix of suitable dimensions to produce another vector. Work with matrices as transformations of vectors.
12. (+) Work with 2 × 2 matrices as transformations of the plane, and interpret the absolute value of the determinant in terms of area.

COMMON CORE STATE STANDARDS for MATHEMATICS

Mathematics | High School—Algebra

Expressions. An expression is a record of a computation with numbers, symbols that represent numbers, arithmetic operations, exponentiation, and, at more advanced levels, the operation of evaluating a function. Conventions about the use of parentheses and the order of operations assure that each expression is unambiguous. Creating an expression that describes a computation involving a general quantity requires the ability to express the computation in general terms, abstracting from specific instances.

Reading an expression with comprehension involves analysis of its underlying structure. This may suggest a different but equivalent way of writing the expression that exhibits some different aspect of its meaning. For example, $p + 0.05p$ can be interpreted as the addition of a 5% tax to a price p. Rewriting $p + 0.05p$ as $1.05p$ shows that adding a tax is the same as multiplying the price by a constant factor.

Algebraic manipulations are governed by the properties of operations and exponents, and the conventions of algebraic notation. At times, an expression is the result of applying operations to simpler expressions. For example, $p + 0.05p$ is the sum of the simpler expressions p and $0.05p$. Viewing an expression as the result of operation on simpler expressions can sometimes clarify its underlying structure.

A spreadsheet or a computer algebra system (CAS) can be used to experiment with algebraic expressions, perform complicated algebraic manipulations, and understand how algebraic manipulations behave.

Equations and inequalities. An equation is a statement of equality between two expressions, often viewed as a question asking for which values of the variables the expressions on either side are in fact equal. These values are the solutions to the equation. An identity, in contrast, is true for all values of the variables; identities are often developed by rewriting an expression in an equivalent form.

The solutions of an equation in one variable form a set of numbers; the solutions of an equation in two variables form a set of ordered pairs of numbers, which can be plotted in the coordinate plane. Two or more equations and/or inequalities form a system. A solution for such a system must satisfy every equation and inequality in the system.

An equation can often be solved by successively deducing from it one or more simpler equations. For example, one can add the same constant to both sides without changing the solutions, but squaring both sides might lead to extraneous solutions. Strategic competence in solving includes looking ahead for productive manipulations and anticipating the nature and number of solutions.

Some equations have no solutions in a given number system, but have a solution in a larger system. For example, the solution of $x + 1 = 0$ is an integer, not a whole number; the solution of $2x + 1 = 0$ is a rational number, not an integer; the solutions of $x^2 - 2 = 0$ are real numbers, not rational numbers; and the solutions of $x^2 + 2 = 0$ are complex numbers, not real numbers.

The same solution techniques used to solve equations can be used to rearrange formulas. For example, the formula for the area of a trapezoid, $A = ((b_1+b_2)/2)h$, can be solved for h using the same deductive process.

Inequalities can be solved by reasoning about the properties of inequality. Many, but not all, of the properties of equality continue to hold for inequalities and can be useful in solving them.

Connections to Functions and Modeling. Expressions can define functions, and equivalent expressions define the same function. Asking when two functions have the same value for the same input leads to an equation; graphing the two functions allows for finding approximate solutions of the equation. Converting a verbal description to an equation, inequality, or system of these is an essential skill in modeling.

Algebra Overview

Seeing Structure in Expressions

- Interpret the structure of expressions
- Write expressions in equivalent forms to solve problems

Arithmetic with Polynomials and Rational Expressions

- Perform arithmetic operations on polynomials
- Understand the relationship between zeros and factors of polynomials
- Use polynomial identities to solve problems
- Rewrite rational expressions

Creating Equations

- Create equations that describe numbers or relationships

Reasoning with Equations and Inequalities

- Understand solving equations as a process of reasoning and explain the reasoning
- Solve equations and inequalities in one variable
- Solve systems of equations
- Represent and solve equations and inequalities graphically

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
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7. Look for and make use of structure.
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Seeing Structure in Expressions — A-SSE

Interpret the structure of expressions

1. Interpret expressions that represent a quantity in terms of its context.*
   a. Interpret parts of an expression, such as terms, factors, and coefficients.
   b. Interpret complicated expressions by viewing one or more of their parts as a single entity. *For example, interpret* $P(1+r)^n$ *as the product of P and a factor not depending on P.*
2. Use the structure of an expression to identify ways to rewrite it. *For example, see* $x^4 - y^4$ *as* $(x^2)^2 - (y^2)^2$*, thus recognizing it as a difference of squares that can be factored as* $(x^2 - y^2)(x^2 + y^2)$.

Write expressions in equivalent forms to solve problems

3. Choose and produce an equivalent form of an expression to reveal and explain properties of the quantity represented by the expression.*
   a. Factor a quadratic expression to reveal the zeros of the function it defines.
   b. Complete the square in a quadratic expression to reveal the maximum or minimum value of the function it defines.
   c. Use the properties of exponents to transform expressions for exponential functions. *For example the expression* 1.15^t *can be rewritten as* $(1.15^{1/12})^{12t} \approx 1.012^{12t}$ *to reveal the approximate equivalent monthly interest rate if the annual rate is 15%.*
4. Derive the formula for the sum of a finite geometric series (when the common ratio is not 1), and use the formula to solve problems. *For example, calculate mortgage payments.**

Arithmetic with Polynomials and Rational Expressions — A-APR

Perform arithmetic operations on polynomials

1. Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply polynomials.

Understand the relationship between zeros and factors of polynomials

2. Know and apply the Remainder Theorem: For a polynomial $p(x)$ and a number a, the remainder on division by $x - a$ is $p(a)$, so $p(a) = 0$ if and only if $(x - a)$ is a factor of $p(x)$.
3. Identify zeros of polynomials when suitable factorizations are available, and use the zeros to construct a rough graph of the function defined by the polynomial.

Use polynomial identities to solve problems

4. Prove polynomial identities and use them to describe numerical relationships. *For example, the polynomial identity* $(x^2 + y^2)^2 = (x^2 - y^2)^2 + (2xy)^2$ *can be used to generate Pythagorean triples.*
5. (+) Know and apply the Binomial Theorem for the expansion of $(x + y)^n$ in powers of x and y for a positive integer n, where x and y are any numbers, with coefficients determined for example by Pascal's Triangle.[1]

[1] The Binomial Theorem can be proved by mathematical induction or by a combinatorial argument.

COMMON CORE STATE STANDARDS for MATHEMATICS

Rewrite rational expressions

6. Rewrite simple rational expressions in different forms; write $a(x)/b(x)$ in the form $q(x) + r(x)/b(x)$, where $a(x)$, $b(x)$, $q(x)$, and $r(x)$ are polynomials with the degree of $r(x)$ less than the degree of $b(x)$, using inspection, long division, or, for the more complicated examples, a computer algebra system.

7. (+) Understand that rational expressions form a system analogous to the rational numbers, closed under addition, subtraction, multiplication, and division by a nonzero rational expression; add, subtract, multiply, and divide rational expressions.

Creating Equations* — A-CED

Create equations that describe numbers or relationships

1. Create equations and inequalities in one variable and use them to solve problems. *Include equations arising from linear and quadratic functions, and simple rational and exponential functions.*

2. Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales.

3. Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or non-viable options in a modeling context. *For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.*

4. Rearrange formulas to highlight a quantity of interest, using the same reasoning as in solving equations. *For example, rearrange Ohm's law V = IR to highlight resistance R.*

Reasoning with Equations and Inequalities — A-REI

Understand solving equations as a process of reasoning and explain the reasoning

1. Explain each step in solving a simple equation as following from the equality of numbers asserted at the previous step, starting from the assumption that the original equation has a solution. Construct a viable argument to justify a solution method.

2. Solve simple rational and radical equations in one variable, and give examples showing how extraneous solutions may arise.

Solve equations and inequalities in one variable

3. Solve linear equations and inequalities in one variable, including equations with coefficients represented by letters.

4. Solve quadratic equations in one variable.

   a. Use the method of completing the square to transform any quadratic equation in x into an equation of the form $(x - p)^2 = q$ that has the same solutions. Derive the quadratic formula from this form.

   b. Solve quadratic equations by inspection (e.g., for $x^2 = 49$), taking square roots, completing the square, the quadratic formula and factoring, as appropriate to the initial form of the equation. Recognize when the quadratic formula gives complex solutions and write them as $a \pm bi$ for real numbers a and b.

Solve systems of equations

5. Prove that, given a system of two equations in two variables, replacing one equation by the sum of that equation and a multiple of the other produces a system with the same solutions.

6. Solve systems of linear equations exactly and approximately (e.g., with graphs), focusing on pairs of linear equations in two variables.
7. Solve a simple system consisting of a linear equation and a quadratic equation in two variables algebraically and graphically. *For example, find the points of intersection between the line* $y = -3x$ and the circle $x^2 + y^2 = 3$.
8. (+) Represent a system of linear equations as a single matrix equation in a vector variable.
9. (+) Find the inverse of a matrix if it exists and use it to solve systems of linear equations (using technology for matrices of dimension 3 × 3 or greater).

Represent and solve equations and inequalities graphically

10. Understand that the graph of an equation in two variables is the set of all its solutions plotted in the coordinate plane, often forming a curve (which could be a line).
11. Explain why the x-coordinates of the points where the graphs of the equations $y = f(x)$ and $y = g(x)$ intersect are the solutions of the equation $f(x) = g(x)$; find the solutions approximately, e.g., using technology to graph the functions, make tables of values, or find successive approximations. Include cases where $f(x)$ and/or $g(x)$ are linear, polynomial, rational, absolute value, exponential, and logarithmic functions.★
12. Graph the solutions to a linear inequality in two variables as a half-plane (excluding the boundary in the case of a strict inequality), and graph the solution set to a system of linear inequalities in two variables as the intersection of the corresponding half-planes.

Mathematics | High School—Functions

Functions describe situations where one quantity determines another. For example, the return on $10,000 invested at an annualized percentage rate of 4.25% is a function of the length of time the money is invested. Because we continually make theories about dependencies between quantities in nature and society, functions are important tools in the construction of mathematical models.

In school mathematics, functions usually have numerical inputs and outputs and are often defined by an algebraic expression. For example, the time in hours it takes for a car to drive 100 miles is a function of the car's speed in miles per hour, v; the rule $T(v) = 100/v$ expresses this relationship algebraically and defines a function whose name is T.

The set of inputs to a function is called its domain. We often infer the domain to be all inputs for which the expression defining a function has a value, or for which the function makes sense in a given context.

A function can be described in various ways, such as by a graph (e.g., the trace of a seismograph); by a verbal rule, as in, "I'll give you a state, you give me the capital city;" by an algebraic expression like $f(x) = a + bx$; or by a recursive rule. The graph of a function is often a useful way of visualizing the relationship of the function models, and manipulating a mathematical expression for a function can throw light on the function's properties.

Functions presented as expressions can model many important phenomena. Two important families of functions characterized by laws of growth are linear functions, which grow at a constant rate, and exponential functions, which grow at a constant percent rate. Linear functions with a constant term of zero describe proportional relationships.

A graphing utility or a computer algebra system can be used to experiment with properties of these functions and their graphs and to build computational models of functions, including recursively defined functions.

Connections to Expressions, Equations, Modeling, and Coordinates.

Determining an output value for a particular input involves evaluating an expression; finding inputs that yield a given output involves solving an equation. Questions about when two functions have the same value for the same input lead to equations, whose solutions can be visualized from the intersection of their graphs. Because functions describe relationships between quantities, they are frequently used in modeling. Sometimes functions are defined by a recursive process, which can be displayed effectively using a spreadsheet or other technology.

Functions Overview

Interpreting Functions

- Understand the concept of a function and use function notation
- Interpret functions that arise in applications in terms of the context
- Analyze functions using different representations

Building Functions

- Build a function that models a relationship between two quantities
- Build new functions from existing functions

Linear, Quadratic, and Exponential Models

- Construct and compare linear, quadratic, and exponential models and solve problems
- Interpret expressions for functions in terms of the situation they model

Trigonometric Functions

- Extend the domain of trigonometric functions using the unit circle
- Model periodic phenomena with trigonometric functions
- Prove and apply trigonometric identities

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Interpreting Functions F-IF

Understand the concept of a function and use function notation

1. Understand that a function from one set (called the domain) to another set (called the range) assigns to each element of the domain exactly one element of the range. If f is a function and x is an element of its domain, then $f(x)$ denotes the output of f corresponding to the input x. The graph of f is the graph of the equation $y = f(x)$.
2. Use function notation, evaluate functions for inputs in their domains, and interpret statements that use function notation in terms of a context.
3. Recognize that sequences are functions, sometimes defined recursively, whose domain is a subset of the integers. *For example, the Fibonacci sequence is defined recursively by* $f(0) = f(1) = 1$, $f(n+1) = f(n) + f(n-1)$ *for* $n \geq 1$.

Interpret functions that arise in applications in terms of the context

4. For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship. *Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity.*★
5. Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes. *For example, if the function h(n) gives the number of person-hours it takes to assemble n engines in a factory, then the positive integers would be an appropriate domain for the function.*★
6. Calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval. Estimate the rate of change from a graph.★

Analyze functions using different representations

7. Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.★
   a. Graph linear and quadratic functions and show intercepts, maxima, and minima.
   b. Graph square root, cube root, and piecewise-defined functions, including step functions and absolute value functions.
   c. Graph polynomial functions, identifying zeros when suitable factorizations are available, and showing end behavior.
   d. (+) Graph rational functions, identifying zeros and asymptotes when suitable factorizations are available, and showing end behavior.
   e. Graph exponential and logarithmic functions, showing intercepts and end behavior, and trigonometric functions, showing period, midline, and amplitude.
8. Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of the function.
   a. Use the process of factoring and completing the square in a quadratic function to show zeros, extreme values, and symmetry of the graph, and interpret these in terms of a context.
   b. Use the properties of exponents to interpret expressions for exponential functions. *For example, identify percent rate of change in functions such as* $y = (1.02)^t$, $y = (0.97)^t$, $y = (1.01)^{12t}$, $y = (1.2)^{t/10}$, *and classify them as representing exponential growth or decay.*

9. Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). *For example, given a graph of one quadratic function and an algebraic expression for another, say which has the larger maximum.*

Building Functions F-BF

Build a function that models a relationship between two quantities

1. Write a function that describes a relationship between two quantities.*
   a. Determine an explicit expression, a recursive process, or steps for calculation from a context.
   b. Combine standard function types using arithmetic operations. *For example, build a function that models the temperature of a cooling body by adding a constant function to a decaying exponential, and relate these functions to the model.*
   c. (+) Compose functions. *For example, if $T(y)$ is the temperature in the atmosphere as a function of height, and $h(t)$ is the height of a weather balloon as a function of time, then $T(h(t))$ is the temperature at the location of the weather balloon as a function of time.*
2. Write arithmetic and geometric sequences both recursively and with an explicit formula, use them to model situations, and translate between the two forms.*

Build new functions from existing functions

3. Identify the effect on the graph of replacing $f(x)$ by $f(x) + k$, $k\,f(x)$, $f(kx)$, and $f(x + k)$ for specific values of k (both positive and negative); find the value of k given the graphs. Experiment with cases and illustrate an explanation of the effects on the graph using technology. *Include recognizing even and odd functions from their graphs and algebraic expressions for them.*
4. Find inverse functions.
   a. Solve an equation of the form f(x) = c for a simple function f that has an inverse and write an expression for the inverse. *For example, $f(x) =2\,x^3$ or $f(x) = (x+1)/(x–1)$ for $x \neq 1$.*
   b. (+) Verify by composition that one function is the inverse of another.
   c. (+) Read values of an inverse function from a graph or a table, given that the function has an inverse.
   d. (+) Produce an invertible function from a non-invertible function by restricting the domain.
5. (+) Understand the inverse relationship between exponents and logarithms and use this relationship to solve problems involving logarithms and exponents.

Linear, Quadratic, and Exponential Models* F-LE

Construct and compare linear, quadratic, and exponential models and solve problems

1. Distinguish between situations that can be modeled with linear functions and with exponential functions.
   a. Prove that linear functions grow by equal differences over equal intervals, and that exponential functions grow by equal factors over equal intervals.
   b. Recognize situations in which one quantity changes at a constant rate per unit interval relative to another.
   c. Recognize situations in which a quantity grows or decays by a constant percent rate per unit interval relative to another.

2. Construct linear and exponential functions, including arithmetic and geometric sequences, given a graph, a description of a relationship, or two input-output pairs (include reading these from a table).
3. Observe using graphs and tables that a quantity increasing exponentially eventually exceeds a quantity increasing linearly, quadratically, or (more generally) as a polynomial function.
4. For exponential models, express as a logarithm the solution to $ab^{ct} = d$ where a, c, and d are numbers and the base b is 2, 10, or e; evaluate the logarithm using technology.

Interpret expressions for functions in terms of the situation they model

5. Interpret the parameters in a linear or exponential function in terms of a context.

Trigonometric Functions F-TF

Extend the domain of trigonometric functions using the unit circle

1. Understand radian measure of an angle as the length of the arc on the unit circle subtended by the angle.
2. Explain how the unit circle in the coordinate plane enables the extension of trigonometric functions to all real numbers, interpreted as radian measures of angles traversed counterclockwise around the unit circle.
3. (+) Use special triangles to determine geometrically the values of sine, cosine, tangent for $\pi/3$, $\pi/4$ and $\pi/6$, and use the unit circle to express the values of sine, cosine, and tangent for $\pi-x$, $\pi+x$, and $2\pi-x$ in terms of their values for x, where x is any real number.
4. (+) Use the unit circle to explain symmetry (odd and even) and periodicity of trigonometric functions.

Model periodic phenomena with trigonometric functions

5. Choose trigonometric functions to model periodic phenomena with specified amplitude, frequency, and midline.★
6. (+) Understand that restricting a trigonometric function to a domain on which it is always increasing or always decreasing allows its inverse to be constructed.
7. (+) Use inverse functions to solve trigonometric equations that arise in modeling contexts; evaluate the solutions using technology, and interpret them in terms of the context.★

Prove and apply trigonometric identities

8. Prove the Pythagorean identity $\sin^2(\theta) + \cos^2(\theta) = 1$ and use it to find $\sin(\theta)$, $\cos(\theta)$, or $\tan(\theta)$ given $\sin(\theta)$, $\cos(\theta)$, or $\tan(\theta)$ and the quadrant of the angle.
9. (+) Prove the addition and subtraction formulas for sine, cosine, and tangent and use them to solve problems.

Mathematics | High School—Modeling

Modeling links classroom mathematics and statistics to everyday life, work, and decision-making. Modeling is the process of choosing and using appropriate mathematics and statistics to analyze empirical situations, to understand them better, and to improve decisions. Quantities and their relationships in physical, economic, public policy, social, and everyday situations can be modeled using mathematical and statistical methods. When making mathematical models, technology is valuable for varying assumptions, exploring consequences, and comparing predictions with data.

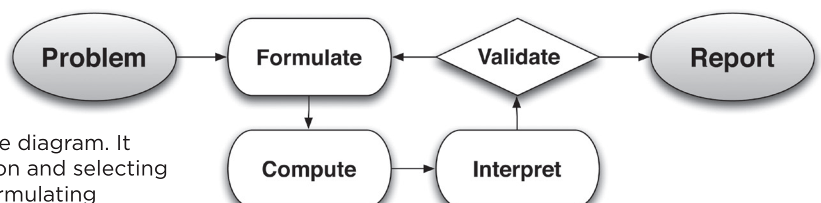
A model can be very simple, such as writing total cost as a product of unit price and number bought, or using a geometric shape to describe a physical object like a coin. Even such simple models involve making choices. It is up to us whether to model a coin as a three-dimensional cylinder, or whether a two-dimensional disk works well enough for our purposes. Other situations—modeling a delivery route, a production schedule, or a comparison of loan amortizations—need more elaborate models that use other tools from the mathematical sciences. Real-world situations are not organized and labeled for analysis; formulating tractable models, representing such models, and analyzing them is appropriately a creative process. Like every such process, this depends on acquired expertise as well as creativity.

Some examples of such situations might include:

- Estimating how much water and food is needed for emergency relief in a devastated city of 3 million people, and how it might be distributed.
- Planning a table tennis tournament for 7 players at a club with 4 tables, where each player plays against each other player.
- Designing the layout of the stalls in a school fair so as to raise as much money as possible.
- Analyzing stopping distance for a car.
- Modeling savings account balance, bacterial colony growth, or investment growth.
- Engaging in critical path analysis, e.g., applied to turnaround of an aircraft at an airport.
- Analyzing risk in situations such as extreme sports, pandemics, and terrorism.
- Relating population statistics to individual predictions.

In situations like these, the models devised depend on a number of factors: How precise an answer do we want or need? What aspects of the situation do we most need to understand, control, or optimize? What resources of time and tools do we have? The range of models that we can create and analyze is also constrained by the limitations of our mathematical, statistical, and technical skills, and our ability to recognize significant variables and relationships among them. Diagrams of various kinds, spreadsheets and other technology, and algebra are powerful tools for understanding and solving problems drawn from different types of real-world situations.

One of the insights provided by mathematical modeling is that essentially the same mathematical or statistical structure can sometimes model seemingly different situations. Models can also shed light on the mathematical structures themselves, for example, as when a model of bacterial growth makes more vivid the explosive growth of the exponential function.



The basic modeling cycle is summarized in the diagram. It involves (1) identifying variables in the situation and selecting those that represent essential features, (2) formulating a model by creating and selecting geometric, graphical, tabular, algebraic, or statistical representations that describe relationships between the variables, (3) analyzing and performing operations on these relationships to draw conclusions, (4) interpreting the results of the mathematics in terms of the original situation, (5) validating the conclusions by comparing them with the situation, and then either improving the model or, if it is acceptable, (6) reporting on the conclusions and the reasoning behind them. Choices, assumptions, and approximations are present throughout this cycle.

In descriptive modeling, a model simply describes the phenomena or summarizes them in a compact form. Graphs of observations are a familiar descriptive model—for example, graphs of global temperature and atmospheric CO_2 over time.

Analytic modeling seeks to explain data on the basis of deeper theoretical ideas, albeit with parameters that are empirically based; for example, exponential growth of bacterial colonies (until cut-off mechanisms such as pollution or starvation intervene) follows from a constant reproduction rate. Functions are an important tool for analyzing such problems.

Graphing utilities, spreadsheets, computer algebra systems, and dynamic geometry software are powerful tools that can be used to model purely mathematical phenomena (e.g., the behavior of polynomials) as well as physical phenomena.

Modeling Standards *Modeling is best interpreted not as a collection of isolated topics but rather in relation to other standards. Making mathematical models is a Standard for Mathematical Practice, and specific modeling standards appear throughout the high school standards indicated by a star symbol* (★).

Mathematics | High School—Geometry

An understanding of the attributes and relationships of geometric objects can be applied in diverse contexts—interpreting a schematic drawing, estimating the amount of wood needed to frame a sloping roof, rendering computer graphics, or designing a sewing pattern for the most efficient use of material.

Although there are many types of geometry, school mathematics is devoted primarily to plane Euclidean geometry, studied both synthetically (without coordinates) and analytically (with coordinates). Euclidean geometry is characterized most importantly by the Parallel Postulate, that through a point not on a given line there is exactly one parallel line. (Spherical geometry, in contrast, has no parallel lines.)

During high school, students begin to formalize their geometry experiences from elementary and middle school, using more precise definitions and developing careful proofs. Later in college some students develop Euclidean and other geometries carefully from a small set of axioms.

The concepts of congruence, similarity, and symmetry can be understood from the perspective of geometric transformation. Fundamental are the rigid motions: translations, rotations, reflections, and combinations of these, all of which are here assumed to preserve distance and angles (and therefore shapes generally). Reflections and rotations each explain a particular type of symmetry, and the symmetries of an object offer insight into its attributes—as when the reflective symmetry of an isosceles triangle assures that its base angles are congruent.

In the approach taken here, two geometric figures are defined to be congruent if there is a sequence of rigid motions that carries one onto the other. This is the principle of superposition. For triangles, congruence means the equality of all corresponding pairs of sides and all corresponding pairs of angles. During the middle grades, through experiences drawing triangles from given conditions, students notice ways to specify enough measures in a triangle to ensure that all triangles drawn with those measures are congruent. Once these triangle congruence criteria (ASA, SAS, and SSS) are established using rigid motions, they can be used to prove theorems about triangles, quadrilaterals, and other geometric figures.

Similarity transformations (rigid motions followed by dilations) define similarity in the same way that rigid motions define congruence, thereby formalizing the similarity ideas of "same shape" and "scale factor" developed in the middle grades. These transformations lead to the criterion for triangle similarity that two pairs of corresponding angles are congruent.

The definitions of sine, cosine, and tangent for acute angles are founded on right triangles and similarity, and, with the Pythagorean Theorem, are fundamental in many real-world and theoretical situations. The Pythagorean Theorem is generalized to non-right triangles by the Law of Cosines. Together, the Laws of Sines and Cosines embody the triangle congruence criteria for the cases where three pieces of information suffice to completely solve a triangle. Furthermore, these laws yield two possible solutions in the ambiguous case, illustrating that Side-Side-Angle is not a congruence criterion.

Analytic geometry connects algebra and geometry, resulting in powerful methods of analysis and problem solving. Just as the number line associates numbers with locations in one dimension, a pair of perpendicular axes associates pairs of numbers with locations in two dimensions. This correspondence between numerical coordinates and geometric points allows methods from algebra to be applied to geometry and vice versa. The solution set of an equation becomes a geometric curve, making visualization a tool for doing and understanding algebra. Geometric shapes can be described by equations, making algebraic manipulation into a tool for geometric understanding, modeling, and proof. Geometric transformations of the graphs of equations correspond to algebraic changes in their equations.

Dynamic geometry environments provide students with experimental and modeling tools that allow them to investigate geometric phenomena in much the same way as computer algebra systems allow them to experiment with algebraic phenomena.

Connections to Equations. The correspondence between numerical coordinates and geometric points allows methods from algebra to be applied to geometry and vice versa. The solution set of an equation becomes a geometric curve, making visualization a tool for doing and understanding algebra. Geometric shapes can be described by equations, making algebraic manipulation into a tool for geometric understanding, modeling, and proof.

Geometry Overview

Congruence

- Experiment with transformations in the plane
- Understand congruence in terms of rigid motions
- Prove geometric theorems
- Make geometric constructions

Similarity, Right Triangles, and Trigonometry

- Understand similarity in terms of similarity transformations
- Prove theorems involving similarity
- Define trigonometric ratios and solve problems involving right triangles
- Apply trigonometry to general triangles

Circles

- Understand and apply theorems about circles
- Find arc lengths and areas of sectors of circles

Expressing Geometric Properties with Equations

- Translate between the geometric description and the equation for a conic section
- Use coordinates to prove simple geometric theorems algebraically

Geometric Measurement and Dimension

- Explain volume formulas and use them to solve problems
- Visualize relationships between two-dimensional and three-dimensional objects

Modeling with Geometry

- Apply geometric concepts in modeling situations

Mathematical Practices

1. Apply geometric concepts in modeling situations
2. Mathematical Practices
3. Make sense of problems and persevere in solving them.
4. Reason abstractly and quantitatively.
5. Construct viable arguments and critique the reasoning of others.
6. Model with mathematics.
7. Use appropriate tools strategically.
8. Attend to precision.
9. Look for and make use of structure.
10. Look for and express regularity in repeated reasoning.

Congruence G-CO

Experiment with transformations in the plane

1. Know precise definitions of angle, circle, perpendicular line, parallel line, and line segment, based on the undefined notions of point, line, distance along a line, and distance around a circular arc.
2. Represent transformations in the plane using, e.g., transparencies and geometry software; describe transformations as functions that take points in the plane as inputs and give other points as outputs. Compare transformations that preserve distance and angle to those that do not (e.g., translation versus horizontal stretch).
3. Given a rectangle, parallelogram, trapezoid, or regular polygon, describe the rotations and reflections that carry it onto itself.
4. Develop definitions of rotations, reflections, and translations in terms of angles, circles, perpendicular lines, parallel lines, and line segments.
5. Given a geometric figure and a rotation, reflection, or translation, draw the transformed figure using, e.g., graph paper, tracing paper, or geometry software. Specify a sequence of transformations that will carry a given figure onto another.

Understand congruence in terms of rigid motions

6. Use geometric descriptions of rigid motions to transform figures and to predict the effect of a given rigid motion on a given figure; given two figures, use the definition of congruence in terms of rigid motions to decide if they are congruent.
7. Use the definition of congruence in terms of rigid motions to show that two triangles are congruent if and only if corresponding pairs of sides and corresponding pairs of angles are congruent.
8. Explain how the criteria for triangle congruence (ASA, SAS, and SSS) follow from the definition of congruence in terms of rigid motions.

Prove geometric theorems

9. Prove theorems about lines and angles. *Theorems include: vertical angles are congruent; when a transversal crosses parallel lines, alternate interior angles are congruent and corresponding angles are congruent; points on a perpendicular bisector of a line segment are exactly those equidistant from the segment's endpoints.*
10. Prove theorems about triangles. *Theorems include: measures of interior angles of a triangle sum to 180°; base angles of isosceles triangles are congruent; the segment joining midpoints of two sides of a triangle is parallel to the third side and half the length; the medians of a triangle meet at a point.*
11. Prove theorems about parallelograms. *Theorems include: opposite sides are congruent, opposite angles are congruent, the diagonals of a parallelogram bisect each other, and conversely, rectangles are parallelograms with congruent diagonals.*

Make geometric constructions

12. Make formal geometric constructions with a variety of tools and methods (compass and straightedge, string, reflective devices, paper folding, dynamic geometric software, etc.). *Copying a segment; copying an angle; bisecting a segment; bisecting an angle; constructing perpendicular lines, including the perpendicular bisector of a line segment; and constructing a line parallel to a given line through a point not on the line.*
13. Construct an equilateral triangle, a square, and a regular hexagon inscribed in a circle.

Similarity, Right Triangles, and Trigonometry G-SRT

Understand similarity in terms of similarity transformations

1. Verify experimentally the properties of dilations given by a center and a scale factor:
   a. A dilation takes a line not passing through the center of the dilation to a parallel line, and leaves a line passing through the center unchanged.
   b. The dilation of a line segment is longer or shorter in the ratio given by the scale factor.
2. Given two figures, use the definition of similarity in terms of similarity transformations to decide if they are similar; explain using similarity transformations the meaning of similarity for triangles as the equality of all corresponding pairs of angles and the proportionality of all corresponding pairs of sides.
3. Use the properties of similarity transformations to establish the AA criterion for two triangles to be similar.

Prove theorems involving similarity

4. Prove theorems about triangles. *Theorems include: a line parallel to one side of a triangle divides the other two proportionally, and conversely; the Pythagorean Theorem proved using triangle similarity.*
5. Use congruence and similarity criteria for triangles to solve problems and to prove relationships in geometric figures.

Define trigonometric ratios and solve problems involving right triangles

6. Understand that by similarity, side ratios in right triangles are properties of the angles in the triangle, leading to definitions of trigonometric ratios for acute angles.
7. Explain and use the relationship between the sine and cosine of complementary angles.
8. Use trigonometric ratios and the Pythagorean Theorem to solve right triangles in applied problems.★

Apply trigonometry to general triangles

9. (+) Derive the formula $A = 1/2\ ab \sin(C)$ for the area of a triangle by drawing an auxiliary line from a vertex perpendicular to the opposite side.
10. (+) Prove the Laws of Sines and Cosines and use them to solve problems.
11. (+) Understand and apply the Law of Sines and the Law of Cosines to find unknown measurements in right and non-right triangles (e.g., surveying problems, resultant forces).

Circles G-C

Understand and apply theorems about circles

1. Prove that all circles are similar.
2. Identify and describe relationships among inscribed angles, radii, and chords. *Include the relationship between central, inscribed, and circumscribed angles; inscribed angles on a diameter are right angles; the radius of a circle is perpendicular to the tangent where the radius intersects the circle.*
3. Construct the inscribed and circumscribed circles of a triangle, and prove properties of angles for a quadrilateral inscribed in a circle.
4. (+) Construct a tangent line from a point outside a given circle to the circle.

Find arc lengths and areas of sectors of circles

5. Derive using similarity the fact that the length of the arc intercepted by an angle is proportional to the radius, and define the radian measure of the angle as the constant of proportionality; derive the formula for the area of a sector.

Expressing Geometric Properties with Equations — G-GPE

Translate between the geometric description and the equation for a conic section

1. Derive the equation of a circle of given center and radius using the Pythagorean Theorem; complete the square to find the center and radius of a circle given by an equation.
2. Derive the equation of a parabola given a focus and directrix.
3. (+) Derive the equations of ellipses and hyperbolas given the foci, using the fact that the sum or difference of distances from the foci is constant.

Use coordinates to prove simple geometric theorems algebraically

4. Use coordinates to prove simple geometric theorems algebraically. *For example, prove or disprove that a figure defined by four given points in the coordinate plane is a rectangle; prove or disprove that the point (1, √3) lies on the circle centered at the origin and containing the point (0, 2).*
5. Prove the slope criteria for parallel and perpendicular lines and use them to solve geometric problems (e.g., find the equation of a line parallel or perpendicular to a given line that passes through a given point).
6. Find the point on a directed line segment between two given points that partitions the segment in a given ratio.
7. Use coordinates to compute perimeters of polygons and areas of triangles and rectangles, e.g., using the distance formula.*

Geometric Measurement and Dimension — G-GMD

Explain volume formulas and use them to solve problems

1. Give an informal argument for the formulas for the circumference of a circle, area of a circle, volume of a cylinder, pyramid, and cone. *Use dissection arguments, Cavalieri's principle, and informal limit arguments.*
2. (+) Give an informal argument using Cavalieri's principle for the formulas for the volume of a sphere and other solid figures.
3. Use volume formulas for cylinders, pyramids, cones, and spheres to solve problems.*

Visualize relationships between two-dimensional and three-dimensional objects

4. Identify the shapes of two-dimensional cross-sections of three-dimensional objects, and identify three-dimensional objects generated by rotations of two-dimensional objects.

Modeling with Geometry — G-MG

Apply geometric concepts in modeling situations

1. Use geometric shapes, their measures, and their properties to describe objects (e.g., modeling a tree trunk or a human torso as a cylinder).*
2. Apply concepts of density based on area and volume in modeling situations (e.g., persons per square mile, BTUs per cubic foot).*
3. Apply geometric methods to solve design problems (e.g., designing an object or structure to satisfy physical constraints or minimize cost; working with typographic grid systems based on ratios).*

Mathematics | High School—Statistics and Probability★

Decisions or predictions are often based on data—numbers in context. These decisions or predictions would be easy if the data always sent a clear message, but the message is often obscured by variability. Statistics provides tools for describing variability in data and for making informed decisions that take it into account.

Data are gathered, displayed, summarized, examined, and interpreted to discover patterns and deviations from patterns. Quantitative data can be described in terms of key characteristics: measures of shape, center, and spread. The shape of a data distribution might be described as symmetric, skewed, flat, or bell shaped, and it might be summarized by a statistic measuring center (such as mean or median) and a statistic measuring spread (such as standard deviation or interquartile range). Different distributions can be compared numerically using these statistics or compared visually using plots. Knowledge of center and spread are not enough to describe a distribution. Which statistics to compare, which plots to use, and what the results of a comparison might mean, depend on the question to be investigated and the real-life actions to be taken.

Randomization has two important uses in drawing statistical conclusions. First, collecting data from a random sample of a population makes it possible to draw valid conclusions about the whole population, taking variability into account. Second, randomly assigning individuals to different treatments allows a fair comparison of the effectiveness of those treatments. A statistically significant outcome is one that is unlikely to be due to chance alone, and this can be evaluated only under the condition of randomness. The conditions under which data are collected are important in drawing conclusions from the data; in critically reviewing uses of statistics in public media and other reports, it is important to consider the study design, how the data were gathered, and the analyses employed as well as the data summaries and the conclusions drawn.

Random processes can be described mathematically by using a probability model: a list or description of the possible outcomes (the sample space), each of which is assigned a probability. In situations such as flipping a coin, rolling a number cube, or drawing a card, it might be reasonable to assume various outcomes are equally likely. In a probability model, sample points represent outcomes and combine to make up events; probabilities of events can be computed by applying the Addition and Multiplication Rules. Interpreting these probabilities relies on an understanding of independence and conditional probability, which can be approached through the analysis of two-way tables.

Technology plays an important role in statistics and probability by making it possible to generate plots, regression functions, and correlation coefficients, and to simulate many possible outcomes in a short amount of time.

Connections to Functions and Modeling. Functions may be used to describe data; if the data suggest a linear relationship, the relationship can be modeled with a regression line, and its strength and direction can be expressed through a correlation coefficient.

COMMON CORE STATE STANDARDS for MATHEMATICS

Statistics and Probability Overview

Interpreting Categorical and Quantitative Data

- **Summarize, represent, and interpret data on a single count or measurement variable**
- **Summarize, represent, and interpret data on two categorical and quantitative variables**
- **Interpret linear models**

Making Inferences and Justifying Conclusions

- **Understand and evaluate random processes underlying statistical experiments**
- **Make inferences and justify conclusions from sample surveys, experiments and observational studies**

Conditional Probability and the Rules of Probability

- **Understand independence and conditional probability and use them to interpret data**
- **Use the rules of probability to compute probabilities of compound events in a uniform probability model**

Using Probability to Make Decisions

- **Calculate expected values and use them to solve problems**
- **Use probability to evaluate outcomes of decisions**

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
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6. Attend to precision.
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COMMON CORE STATE STANDARDS for MATHEMATICS

Interpreting Categorical and Quantitative Data — S-ID

Summarize, represent, and interpret data on a single count or measurement variable

1. Represent data with plots on the real number line (dot plots, histograms, and box plots).
2. Use statistics appropriate to the shape of the data distribution to compare center (median, mean) and spread (interquartile range, standard deviation) of two or more different data sets.
3. Interpret differences in shape, center, and spread in the context of the data sets, accounting for possible effects of extreme data points (outliers).
4. Use the mean and standard deviation of a data set to fit it to a normal distribution and to estimate population percentages. Recognize that there are data sets for which such a procedure is not appropriate. Use calculators, spreadsheets, and tables to estimate areas under the normal curve.

Summarize, represent, and interpret data on two categorical and quantitative variables

5. Summarize categorical data for two categories in two-way frequency tables. Interpret relative frequencies in the context of the data (including joint, marginal, and conditional relative frequencies). Recognize possible associations and trends in the data.
6. Represent data on two quantitative variables on a scatter plot, and describe how the variables are related.
   a. Fit a function to the data; use functions fitted to data to solve problems in the context of the data. *Use given functions or choose a function suggested by the context. Emphasize linear, quadratic, and exponential models.*
   b. Informally assess the fit of a function by plotting and analyzing residuals.
   c. Fit a linear function for a scatter plot that suggests a linear association.

Interpret linear models

7. Interpret the slope (rate of change) and the intercept (constant term) of a linear model in the context of the data.
8. Compute (using technology) and interpret the correlation coefficient of a linear fit.
9. Distinguish between correlation and causation.

Making Inferences and Justifying Conclusions — S-IC

Understand and evaluate random processes underlying statistical experiments

1. Understand statistics as a process for making inferences about population parameters based on a random sample from that population.
2. Decide if a specified model is consistent with results from a given data-generating process, e.g., using simulation. *For example, a model says a spinning coin falls heads up with probability 0.5. Would a result of 5 tails in a row cause you to question the model?*

Make inferences and justify conclusions from sample surveys, experiments, and observational studies

3. Recognize the purposes of and differences among sample surveys, experiments, and observational studies; explain how randomization relates to each.

4. Use data from a sample survey to estimate a population mean or proportion; develop a margin of error through the use of simulation models for random sampling.
5. Use data from a randomized experiment to compare two treatments; use simulations to decide if differences between parameters are significant.
6. Evaluate reports based on data.

Conditional Probability and the Rules of Probability S-CP

Understand independence and conditional probability and use them to interpret data

1. Describe events as subsets of a sample space (the set of outcomes) using characteristics (or categories) of the outcomes, or as unions, intersections, or complements of other events ("or," "and," "not").
2. Understand that two events *A* and *B* are independent if the probability of *A* and *B* occurring together is the product of their probabilities, and use this characterization to determine if they are independent.
3. Understand the conditional probability of *A* given *B* as *P*(*A* and *B*)/*P*(*B*), and interpret independence of *A* and *B* as saying that the conditional probability of *A* given *B* is the same as the probability of *A*, and the conditional probability of *B* given *A* is the same as the probability of *B*.
4. Construct and interpret two-way frequency tables of data when two categories are associated with each object being classified. Use the two-way table as a sample space to decide if events are independent and to approximate conditional probabilities. *For example, collect data from a random sample of students in your school on their favorite subject among math, science, and English. Estimate the probability that a randomly selected student from your school will favor science given that the student is in tenth grade. Do the same for other subjects and compare the results.*
5. Recognize and explain the concepts of conditional probability and independence in everyday language and everyday situations. *For example, compare the chance of having lung cancer if you are a smoker with the chance of being a smoker if you have lung cancer.*

Use the rules of probability to compute probabilities of compound events in a uniform probability model

6. Find the conditional probability of *A* given *B* as the fraction of *B*'s outcomes that also belong to *A,* and interpret the answer in terms of the model.
7. Apply the Addition Rule, P(A or B) = P(A) + P(B) – P(A and B), and interpret the answer in terms of the model.
8. (+) Apply the general Multiplication Rule in a uniform probability model, P(A and B) = P(A)P(B|A) = P(B)P(A|B), and interpret the answer in terms of the model.
9. (+) Use permutations and combinations to compute probabilities of compound events and solve problems.

Using Probability to Make Decisions S-MD

Calculate expected values and use them to solve problems

1. (+) Define a random variable for a quantity of interest by assigning a numerical value to each event in a sample space; graph the corresponding probability distribution using the same graphical displays as for data distributions.
2. (+) Calculate the expected value of a random variable; interpret it as the mean of the probability distribution.

3. (+) Develop a probability distribution for a random variable defined for a sample space in which theoretical probabilities can be calculated; find the expected value. *For example, find the theoretical probability distribution for the number of correct answers obtained by guessing on all five questions of a multiple-choice test where each question has four choices, and find the expected grade under various grading schemes.*

4. (+) Develop a probability distribution for a random variable defined for a sample space in which probabilities are assigned empirically; find the expected value. *For example, find a current data distribution on the number of TV sets per household in the United States, and calculate the expected number of sets per household. How many TV sets would you expect to find in 100 randomly selected households?*

Use probability to evaluate outcomes of decisions

5. (+) Weigh the possible outcomes of a decision by assigning probabilities to payoff values and finding expected values.
   a. Find the expected payoff for a game of chance. *For example, find the expected winnings from a state lottery ticket or a game at a fast-food restaurant.*
   b. Evaluate and compare strategies on the basis of expected values. *For example, compare a high-deductible versus a low-deductible automobile insurance policy using various, but reasonable, chances of having a minor or a major accident.*

6. (+) Use probabilities to make fair decisions (e.g., drawing by lots, using a random number generator).

7. (+) Analyze decisions and strategies using probability concepts (e.g., product testing, medical testing, pulling a hockey goalie at the end of a game).

Note on courses and transitions

The high school portion of the Standards for Mathematical Content specifies the mathematics all students should study for college and career readiness. These standards do not mandate the sequence of high school courses. However, the organization of high school courses is a critical component to implementation of the standards. To that end, sample high school pathways for mathematics – in both a traditional course sequence (Algebra I, Geometry, and Algebra II) as well as an integrated course sequence (Mathematics 1, Mathematics 2, Mathematics 3) – will be made available shortly after the release of the final Common Core State Standards. It is expected that additional model pathways based on these standards will become available as well.

The standards themselves do not dictate curriculum, pedagogy, or delivery of content. In particular, states may handle the transition to high school in different ways. For example, many students in the U.S. today take Algebra I in the 8th grade, and in some states this is a requirement. The K-7 standards contain the prerequisites to prepare students for Algebra I by 8th grade, and the standards are designed to permit states to continue existing policies concerning Algebra I in 8th grade.

A second major transition is the transition from high school to post-secondary education for college and careers. The evidence concerning college and career readiness shows clearly that the knowledge, skills, and practices important for readiness include a great deal of mathematics prior to the boundary defined by (+) symbols in these standards. Indeed, some of the highest priority content for college and career readiness comes from Grades 6-8. This body of material includes powerfully useful proficiencies such as applying ratio reasoning in real-world and mathematical problems, computing fluently with positive and negative fractions and decimals, and solving real-world and mathematical problems involving angle measure, area, surface area, and volume. Because important standards for college and career readiness are distributed across grades and courses, systems for evaluating college and career readiness should reach as far back in the standards as Grades 6-8. It is important to note as well that cut scores or other information generated by assessment systems for college and career readiness should be developed in collaboration with representatives from higher education and workforce development programs, and should be validated by subsequent performance of students in college and the workforce.

Glossary

Addition and subtraction within 5, 10, 20, 100, or 1000. Addition or subtraction of two whole numbers with whole number answers, and with sum or minuend in the range 0-5, 0-10, 0-20, or 0-100, respectively. Example: 8 + 2 = 10 is an addition within 10, 14 – 5 = 9 is a subtraction within 20, and 55 – 18 = 37 is a subtraction within 100.

Additive inverses. Two numbers whose sum is 0 are additive inverses of one another. Example: $^3/_4$ and – $^3/_4$ are additive inverses of one another because $^3/_4$ + (– $^3/_4$) = (– $^3/_4$) + $^3/_4$ = 0.

Associative property of addition. See Table 3 in this Glossary.

Associative property of multiplication. See Table 3 in this Glossary.

Bivariate data. Pairs of linked numerical observations. Example: a list of heights and weights for each player on a football team.

Box plot. A method of visually displaying a distribution of data values by using the median, quartiles, and extremes of the data set. A box shows the middle 50% of the data.[1]

Commutative property. See Table 3 in this Glossary.

Complex fraction. A fraction $^A/_B$ where *A* and/or *B* are fractions (*B* nonzero).

Computation algorithm. A set of predefined steps applicable to a class of problems that gives the correct result in every case when the steps are carried out correctly. *See also:* computation strategy.

Computation strategy. Purposeful manipulations that may be chosen for specific problems, may not have a fixed order, and may be aimed at converting one problem into another. *See also:* computation algorithm.

Congruent. Two plane or solid figures are congruent if one can be obtained from the other by rigid motion (a sequence of rotations, reflections, and translations).

Counting on. A strategy for finding the number of objects in a group without having to count every member of the group. For example, if a stack of books is known to have 8 books and 3 more books are added to the top, it is not necessary to count the stack all over again. One can find the total by *counting on*—pointing to the top book and saying "eight," following this with "nine, ten, eleven. There are eleven books now."

Dot plot. *See:* line plot.

Dilation. A transformation that moves each point along the ray through the point emanating from a fixed center, and multiplies distances from the center by a common scale factor.

Expanded form. A multi-digit number is expressed in expanded form when it is written as a sum of single-digit multiples of powers of ten. For example, 643 = 600 + 40 + 3.

Expected value. For a random variable, the weighted average of its possible values, with weights given by their respective probabilities.

First quartile. For a data set with median *M*, the first quartile is the median of the data values less than *M*. Example: For the data set {1, 3, 6, 7, 10, 12, 14, 15, 22, 120}, the first quartile is 6.[2] *See also:* median, third quartile, interquartile range.

Fraction. A number expressible in the form $^a/_b$ where *a* is a whole number and *b* is a positive whole number. (The word *fraction* in these standards always refers to a non-negative number.) *See also:* rational number.

Identity property of 0. See Table 3 in this Glossary.

Independently combined probability models. Two probability models are said to be combined independently if the probability of each ordered pair in the combined model equals the product of the original probabilities of the two individual outcomes in the ordered pair.

[1]Adapted from Wisconsin Department of Public Instruction, http://dpi.wi.gov/standards/mathglos.html, accessed March 2, 2010.
[2]Many different methods for computing quartiles are in use. The method defined here is sometimes called the Moore and McCabe method. See Langford, E., "Quartiles in Elementary Statistics," *Journal of Statistics Education* Volume 14, Number 3 (2006).

Integer. A number expressible in the form *a* or –*a* for some whole number *a*.

Interquartile Range. A measure of variation in a set of numerical data, the interquartile range is the distance between the first and third quartiles of the data set. Example: For the data set {1, 3, 6, 7, 10, 12, 14, 15, 22, 120}, the interquartile range is 15 – 6 = 9. *See also:* first quartile, third quartile.

Line plot. A method of visually displaying a distribution of data values where each data value is shown as a dot or mark above a number line. Also known as a dot plot.[3]

Mean. A measure of center in a set of numerical data, computed by adding the values in a list and then dividing by the number of values in the list.[4] Example: For the data set {1, 3, 6, 7, 10, 12, 14, 15, 22, 120}, the mean is 21.

Mean absolute deviation. A measure of variation in a set of numerical data, computed by adding the distances between each data value and the mean, then dividing by the number of data values. Example: For the data set {2, 3, 6, 7, 10, 12, 14, 15, 22, 120}, the mean absolute deviation is 20.

Median. A measure of center in a set of numerical data. The median of a list of values is the value appearing at the center of a sorted version of the list—or the mean of the two central values, if the list contains an even number of values. Example: For the data set {2, 3, 6, 7, 10, 12, 14, 15, 22, 90}, the median is 11.

Midline. In the graph of a trigonometric function, the horizontal line halfway between its maximum and minimum values.

Multiplication and division within 100. Multiplication or division of two whole numbers with whole number answers, and with product or dividend in the range 0-100. Example: 72 ÷ 8 = 9.

Multiplicative inverses. Two numbers whose product is 1 are multiplicative inverses of one another. Example: 3/4 and 4/3 are multiplicative inverses of one another because 3/4 × 4/3 = 4/3 × 3/4 = 1.

Number line diagram. A diagram of the number line used to represent numbers and support reasoning about them. In a number line diagram for measurement quantities, the interval from 0 to 1 on the diagram represents the unit of measure for the quantity.

Percent rate of change. A rate of change expressed as a percent. Example: if a population grows from 50 to 55 in a year, it grows by 5/50 = 10% per year.

Probability distribution. The set of possible values of a random variable with a probability assigned to each.

Properties of operations. See Table 3 in this Glossary.

Properties of equality. See Table 4 in this Glossary.

Properties of inequality. See Table 5 in this Glossary.

Properties of operations. See Table 3 in this Glossary.

Probability. A number between 0 and 1 used to quantify likelihood for processes that have uncertain outcomes (such as tossing a coin, selecting a person at random from a group of people, tossing a ball at a target, or testing for a medical condition).

Probability model. A probability model is used to assign probabilities to outcomes of a chance process by examining the nature of the process. The set of all outcomes is called the sample space, and their probabilities sum to 1. *See also:* uniform probability model.

Random variable. An assignment of a numerical value to each outcome in a sample space.

Rational expression. A quotient of two polynomials with a non-zero denominator.

Rational number. A number expressible in the form a/b or $-a/b$ for some fraction a/b. The rational numbers include the integers.

Rectilinear figure. A polygon all angles of which are right angles.

Rigid motion. A transformation of points in space consisting of a sequence of

[3]Adapted from Wisconsin Department of Public Instruction, *op. cit.*
[4]To be more precise, this defines the *arithmetic mean*.

one or more translations, reflections, and/or rotations. Rigid motions are here assumed to preserve distances and angle measures.

Repeating decimal. The decimal form of a rational number. *See also:* terminating decimal.

Sample space. In a probability model for a random process, a list of the individual outcomes that are to be considered.

Scatter plot. A graph in the coordinate plane representing a set of bivariate data. For example, the heights and weights of a group of people could be displayed on a scatter plot.[5]

Similarity transformation. A rigid motion followed by a dilation.

Tape diagram. A drawing that looks like a segment of tape, used to illustrate number relationships. Also known as a strip diagram, bar model, fraction strip, or length model.

Terminating decimal. A decimal is called terminating if its repeating digit is 0.

Third quartile. For a data set with median *M*, the third quartile is the median of the data values greater than *M*. Example: For the data set {2, 3, 6, 7, 10, 12, 14, 15, 22, 120}, the third quartile is 15. *See also:* median, first quartile, interquartile range.

Transitivity principle for indirect measurement. If the length of object A is greater than the length of object B, and the length of object B is greater than the length of object C, then the length of object A is greater than the length of object C. This principle applies to measurement of other quantities as well.

Uniform probability model. A probability model which assigns equal probability to all outcomes. *See also:* probability model*.*

Vector. A quantity with magnitude and direction in the plane or in space, defined by an ordered pair or triple of real numbers.

Visual fraction model. A tape diagram, number line diagram, or area model.

Whole numbers. The numbers 0, 1, 2, 3, ….

[5]Adapted from Wisconsin Department of Public Instruction, *op. cit*.

Table 1. Common addition and subtraction situations.[6]

	Result Unknown	Change Unknown	Start Unknown
Add to	Two bunnies sat on the grass. Three more bunnies hopped there. How many bunnies are on the grass now? 2 + 3 = ?	Two bunnies were sitting on the grass. Some more bunnies hopped there. Then there were five bunnies. How many bunnies hopped over to the first two? 2 + ? = 5	Some bunnies were sitting on the grass. Three more bunnies hopped there. Then there were five bunnies. How many bunnies were on the grass before? ? + 3 = 5
Take from	Five apples were on the table. I ate two apples. How many apples are on the table now? 5 – 2 = ?	Five apples were on the table. I ate some apples. Then there were three apples. How many apples did I eat? 5 – ? = 3	Some apples were on the table. I ate two apples. Then there were three apples. How many apples were on the table before? ? – 2 = 3
	Total Unknown	**Addend Unknown**	**Both Addends Unknown[1]**
Put Together/ Take Apart[2]	Three red apples and two green apples are on the table. How many apples are on the table? 3 + 2 = ?	Five apples are on the table. Three are red and the rest are green. How many apples are green? 3 + ? = 5, 5 – 3 = ?	Grandma has five flowers. How many can she put in her red vase and how many in her blue vase? 5 = 0 + 5, 5 = 5 + 0 5 = 1 + 4, 5 = 4 + 1 5 = 2 + 3, 5 = 3 + 2
	Difference Unknown	**Bigger Unknown**	**Smaller Unknown**
Compare[3]	("How many more?" version): Lucy has two apples. Julie has five apples. How many more apples does Julie have than Lucy? ("How many fewer?" version): Lucy has two apples. Julie has five apples. How many fewer apples does Lucy have than Julie? 2 + ? = 5, 5 – 2 = ?	(Version with "more"): Julie has three more apples than Lucy. Lucy has two apples. How many apples does Julie have? (Version with "fewer"): Lucy has 3 fewer apples than Julie. Lucy has two apples. How many apples does Julie have? 2 + 3 = ?, 3 + 2 = ?	(Version with "more"): Julie has three more apples than Lucy. Julie has five apples. How many apples does Lucy have? (Version with "fewer"): Lucy has 3 fewer apples than Julie. Julie has five apples. How many apples does Lucy have? 5 – 3 = ?, ? + 3 = 5

[1]These take apart situations can be used to show all the decompositions of a given number. The associated equations, which have the total on the left of the equal sign, help children understand that the = sign does not always mean makes or results in but always does mean is the same number as.
[2]Either addend can be unknown, so there are three variations of these problem situations. Both Addends Unknown is a productive extension of this basic situation, especially for small numbers less than or equal to 10.
[3]For the Bigger Unknown or Smaller Unknown situations, one version directs the correct operation (the version using more for the bigger unknown and using less for the smaller unknown). The other versions are more difficult.

[6]Adapted from Box 2-4 of Mathematics Learning in Early Childhood, National Research Council (2009, pp. 32, 33).

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TABLE 2. Common multiplication and division situations.[7]

	Unknown Product	Group Size Unknown ("How many in each group?" Division)	Number of Groups Unknown ("How many groups?" Division)
	$3 \times 6 = ?$	$3 \times ? = 18$, and $18 \div 3 = ?$	$? \times 6 = 18$, and $18 \div 6 = ?$
Equal Groups	There are 3 bags with 6 plums in each bag. How many plums are there in all? *Measurement example*. You need 3 lengths of string, each 6 inches long. How much string will you need altogether?	If 18 plums are shared equally into 3 bags, then how many plums will be in each bag? *Measurement example*. You have 18 inches of string, which you will cut into 3 equal pieces. How long will each piece of string be?	If 18 plums are to be packed 6 to a bag, then how many bags are needed? *Measurement example*. You have 18 inches of string, which you will cut into pieces that are 6 inches long. How many pieces of string will you have?
Arrays,[4] Area[5]	There are 3 rows of apples with 6 apples in each row. How many apples are there? *Area example*. What is the area of a 3 cm by 6 cm rectangle?	If 18 apples are arranged into 3 equal rows, how many apples will be in each row? *Area example*. A rectangle has area 18 square centimeters. If one side is 3 cm long, how long is a side next to it?	If 18 apples are arranged into equal rows of 6 apples, how many rows will there be? *Area example*. A rectangle has area 18 square centimeters. If one side is 6 cm long, how long is a side next to it?
Compare	A blue hat costs \$6. A red hat costs 3 times as much as the blue hat. How much does the red hat cost? *Measurement example*. A rubber band is 6 cm long. How long will the rubber band be when it is stretched to be 3 times as long?	A red hat costs \$18 and that is 3 times as much as a blue hat costs. How much does a blue hat cost? *Measurement example*. A rubber band is stretched to be 18 cm long and that is 3 times as long as it was at first. How long was the rubber band at first?	A red hat costs \$18 and a blue hat costs \$6. How many times as much does the red hat cost as the blue hat? *Measurement example*. A rubber band was 6 cm long at first. Now it is stretched to be 18 cm long. How many times as long is the rubber band now as it was at first?
General	$a \times b = ?$	$a \times ? = p$, and $p \div a = ?$	$? \times b = p$, and $p \div b = ?$

[4]The language in the array examples shows the easiest form of array problems. A harder form is to use the terms rows and columns: The apples in the grocery window are in 3 rows and 6 columns. How many apples are in there? Both forms are valuable.
[5]Area involves arrays of squares that have been pushed together so that there are no gaps or overlaps, so array problems include these especially important measurement situations.

[7]The first examples in each cell are examples of discrete things. These are easier for students and should be given before the measurement examples.

Table 3. The properties of operations. Here a, b and c stand for arbitrary numbers in a given number system. The properties of operations apply to the rational number system, the real number system, and the complex number system.

Associative property of addition	$(a + b) + c = a + (b + c)$
Commutative property of addition	$a + b = b + a$
Additive identity property of 0	$a + 0 = 0 + a = a$
Existence of additive inverses	For every a there exists $-a$ so that $a + (-a) = (-a) + a = 0$.
Associative property of multiplication	$(a \times b) \times c = a \times (b \times c)$
Commutative property of multiplication	$a \times b = b \times a$
Multiplicative identity property of 1	$a \times 1 = 1 \times a = a$
Existence of multiplicative inverses	For every $a \neq 0$ there exists $1/a$ so that $a \times 1/a = 1/a \times a = 1$.
Distributive property of multiplication over addition	$a \times (b + c) = a \times b + a \times c$

Table 4. The properties of equality. Here a, b and c stand for arbitrary numbers in the rational, real, or complex number systems.

Reflexive property of equality	$a = a$
Symmetric property of equality	If $a = b$, then $b = a$.
Transitive property of equality	If $a = b$ and $b = c$, then $a = c$.
Addition property of equality	If $a = b$, then $a + c = b + c$.
Subtraction property of equality	If $a = b$, then $a - c = b - c$.
Multiplication property of equality	If $a = b$, then $a \times c = b \times c$.
Division property of equality	If $a = b$ and $c \neq 0$, then $a \div c = b \div c$.
Substitution property of equality	If $a = b$, then b may be substituted for a in any expression containing a.

Table 5. The properties of inequality. Here a, b and c stand for arbitrary numbers in the rational or real number systems.

Exactly one of the following is true: $a < b$, $a = b$, $a > b$.
If $a > b$ and $b > c$ then $a > c$.
If $a > b$, then $b < a$.
If $a > b$, then $-a < -b$.
If $a > b$, then $a \pm c > b \pm c$.
If $a > b$ and $c > 0$, then $a \times c > b \times c$.
If $a > b$ and $c < 0$, then $a \times c < b \times c$.
If $a > b$ and $c > 0$, then $a \div c > b \div c$.
If $a > b$ and $c < 0$, then $a \div c < b \div c$.

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Common Core State Standards

Idaho State Department of Education

www.sde.idaho.gov

About the Initiative

- Common Core State Standards Initiative is a voluntary, state-led effort
- 48 states, 2 territories, and D.C. committed to developing a common core of state standards for proficiency in English language arts and mathematics for grades K-12.
- Idaho signed on in June 2009

How were Standards developed?

- Collaboration with teachers, school administrators, and national groups representing postsecondary educators, English language learners, and students with disabilities, to name a few
- Idaho was involved throughout the process

The Standards

- These standards define the knowledge and skills students should have within their K-12 education careers so that they will graduate from high school able to succeed in entry-level, credit-bearing academic college courses and in workforce training programs.

The Standards

- Are aligned with college and workforce expectations;
- Are more focused and coherent;
- Include rigorous content and application of knowledge through higher-order skills;
- Build upon strengths and lessons of current state standards;
- Are informed by standards in other top-performing countries
- Are built on extensive research.

Why did Idaho sign on?

- Initiative is voluntary, state-led effort.
- These standards will raise the bar for Idaho students and ensure they’re prepared to succeed in the 21st century.
- Common core standards with others states is cost-effective in the long term.

The Process

Next Steps

- Each state has the choice of whether or not to adopt the Common Core State Standards for English language arts and mathematics.

- If adopted, the Common Core State Standards must make up at lease 85% of the state's standards in English language arts and mathematics.

Side-by-Side Comparison

- An electronic tool has been developed for states to use to analyze their current standards in comparison to the common core.
- Each standard will be rated on a 3-point scale. Reports will be made available.

Next Steps

- August 2010: Standards go to State Board for initial review
- October 2010: Standards open for public comment
- November 2010: Standards go to State Board for approval
- January 2011: Standards go to Legislature for final approval

Local Implementation

- Develop a plan for your district
- Districts *may* start implementation this fall
- Align to current materials
- Total implementation is expected over a 2-3 year period
- ISAT will remain in place until a new assessment has been developed

English Language Arts Standards

Reading

The Standards:

- establish a "staircase" of increasing complexity in what students must be able to read so that all students are ready for the demands of college-and career-level reading no later than the end of high school.
- use a diverse array of classic and contemporary literature as well as challenging informational texts in a range of subjects
- expect students to build knowledge, gain insights, explore possibilities, and broaden their perspective.

Reading

- intentionally do not offer a reading list. Instead, they offer numerous sample texts to help teachers prepare for the school year.

- mandate certain critical types of content for all students, including classic myths and stories from around the world, foundational U.S. documents, seminal works of American literature, and the writings of Shakespeare.

- appropriately defer the many remaining decisions about what and how to teach to states, districts, and schools.

Writing

- emphasizes the ability to write logical arguments based on substantive claims, sound reasoning, and relevant evidence.
- opinion writing—a basic form of argument—extends down into the earliest grades.
- emphasizes research—both short, focused projects (such as those commonly required in the workplace) and longer term in depth research.
- provides annotated samples of student writing to help establish adequate performance levels in writing arguments, informational/explanatory texts, and narratives in the various grades.

Speaking and Listening

- require that students gain, evaluate, and present increasingly complex information, ideas, and evidence through listening and speaking as well as through media.

- focus on academic discussion in one-on-one, small-group, and whole-class settings. Formal presentations are one important way such talk occurs, but so is the more informal discussion that takes place as students collaborate to answer questions, build understanding, and solve problems.

Language

The Standards:

- expect that students will grow their vocabularies through a mix of conversations, direct instruction, and reading.
- will help students determine word meanings, appreciate the nuances of words, and steadily expand their repertoire of words and phrases.
- help prepare students for real life experience at college and in 21st century careers.
- recognize that students must be able to use formal English in their writing and speaking but that they must also be able to make informed, skillful choices among the many ways to express themselves through language.

Media and Technology

- Just as media and technology are integrated in school and life in the 21st century, skills related to media use (both critical analysis and production of media) are integrated throughout the standards.

Literacy Standards in History/Social Studies, Science and Technical Subjects

- Starting in grade 6, the reading and writing standards are divided into two sections, one focusing on ELA, and the other focusing on history/social studies, science, and technical subjects.
- This division reflects the role other content areas play in developing the literacy skills students need for success in college and careers.
- Individuals in college, workforce training programs and the workplace will be expected to read demanding informational texts and to write informational and explanatory texts with clarity and coherence.

Comparing the Rigor of the Idaho ELA Standards to the Common Core State Standards

Idaho Standard 4: Writing applications--Kindergartners

Goal 4.4: Acquire Skills for Literary Response

K.LA.4.4.1: Respond orally to identify a connection between the text and self.

CCSS Writing Standard: Text Types and Purposes

Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state as opinion or preference about the topic of the book (e.g. My favorite book is…).

Grade 8

Idaho Standard 2: Comprehension/Interpretation

Goal 2.2: Acquire Skills to Comprehend Expository Text

8.LA.2.2.1: Evaluate expository text structure to extend comprehension.

CCSS Reading Standards for Informational Text

Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced.

Grade 10

Idaho

Goal 4.2: Acquire Expository (Informational/ Research) Writing Skills

10.LA.4.2.2:Write a research report that includes a thesis, provides relevant support, and documents sources.

CCSS

Research to Build and Present Knowledge

Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation

Mathematics Standards

Development of Mathematics

Development began with research-based learning progressions detailing what we know today about how students' mathematical knowledge, skill and understanding develop over time.

Understanding Mathematics

- These common state standards define what students should understand and be able to do in their study of mathematics.

- Mathematical understanding and procedural skills are equally important and both assessable using rich tasks.

Hallmark of Understanding

- Ability to justify, in an appropriate way, **why** a particular math statement is true or **where** a mathematical rule comes from.
- If a student can explain their thinking he/she may have a better chance to succeed when faced with an unfamiliar task.

Standards for Mathematical Practice

- These mathematical practices describe areas of expertise that educators should seek to develop in their students.
- These practices describe ways students should engage in mathematics as they grow in maturity and expertise in grades K-12.

8 Practices Include

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precisions.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Grade Level Contents

- Grade-level focus (big ideas)
  - A couple of paragraphs describing the focus of this grade level.
- Grade-level overview (outline)
  - A bulleted list of concepts being taught.

High School Standards

- High school standards specify the math that all students should study in order to be college and career ready.
- A (+) symbol indicates additional math that students should learn in order to take advanced courses.

High School Standards

The HS Standards are listed in conceptual categories:

- Number and Quantity
- Algebra
- Functions
- Modeling
- Geometry
- Statistics and Probability

High School Pathways

- The standards do not mandate a sequence.
- The organization is critical to implementation.
- Sample Pathways will be available shortly after the release of the common state standards.

Sample Pathways to Include

- Traditional course sequence:

(Algebra I, Geometry, and Algebra II)

- Integrated course sequence:

(Math 1, Math 2, Math 3)

6^{th} Grade Sample

Geometry (Domain)

Solve real-world and mathematical problems involving area, surface area, and volume.

1. Find the area of right triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems.

In conclusion…

- These standards do not dictate curriculum or teaching methods.
- Learning opportunities will continue to vary across schools and districts.
- Educators should make every effort to meet the needs of individuals based on their current understanding.

Finally….

- These standards are not intended to be new names for old ways of doing business.
- They are a call to take the next step.
- It is time to recognize that standards are not just promises to our children, but promises we intend to keep.

Questions?

Visit

www.sde.idaho.gov

for more information

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SUBJECT

Proposed Rule - IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated by Reference - Common Core Standards for English Language Arts

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Common Core Standards have been developed as a joint effort between the Council of Chief State School Officers (CCSSO) and the National Governors Association (NGA). The goal of the work was to ensure that students graduating from high school are college and career ready. The development team vowed to make the standards clearer, higher, and fewer. The work was started during the spring of 2009 and we have been given draft documents for review along this process.

Although these standards will be common across the nation, Idaho may add up to 15% unique state goals and objectives to be incorporated into the document after the October public comment period to better serve Idaho students.

These standards are entirely new; therefore, a document with strikethrough as typically attached is not included this time.

ATTACHMENTS

Attachment 1 –Proposed change of IDAPA 08.02.03.004	Page 3
Attachment 2 – Introduction to the Draft Common Core Standards	Page 5
Attachment 3 – Common Core State Standards for English Language Arts	Page 13

BOARD ACTION

A motion to approve the Idaho Content Standards for English Language Arts as submitted effective for the 2013-2014 academic year.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness to incorporate by reference the Idaho Content Standards for English Language Arts.

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)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. 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. ~~(SD 2010)~~(____)

a. Driver Education, as revised and adopted on August 21, 2008. (SD 2010)

b. Health, as revised and adopted on April 17, 2009. (SD 2010)

c. Humanities Categories: (SD 2010)

i. Art, as revised and adopted on April 17, 2009; (SD 2010)

ii. Dance, as revised and adopted on April 17, 2009; (SD 2010)

iii. Drama, as revised and adopted on April 17, 2009; (SD 2010)

iv. Interdisciplinary, as revised and adopted on April 17, 2009; (SD 2010)

v. Music, as revised and adopted on April 17, 2009; (SD 2010)

vi. World languages, as revised and adopted on April 17, 2009. (SD 2010)

d. English Language Arts~~, Part I: reading~~, as revised and adopted on ~~August 21, 2008~~August 11, 2010. ~~(SD 2010)~~(____)

~~**e.** Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. (SD 2010)~~

~~f~~e. Limited English Proficiency, as revised and adopted on August 21, 2008. (SD 2010)

~~g~~f. Mathematics, as revised and adopted on ~~August 21, 2008~~August 11, 2010. ~~(SD 2010)~~(____)

~~h~~g. Physical Education, as revised and adopted on April 17, 2009. (SD 2010)

~~i~~h. Science, as revised and adopted on April 17, 2009. (SD 2010)

~~j~~i. Social Studies, as revised and adopted on April 17, 2009. (SD 2010)

j. Information and Communication Technology, as revised and adopted on April 22, 2010 (____)

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 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)

Introduction to the Draft Common Core Standards
March 9, 2010

The Council of Chief State School Officers (CCSSO) and the National Governors Association Center for Best Practices (NGA Center) are pleased to present the draft Kindergarten-12 grade level Common Core State Standards documents that our organizations have produced on behalf of 48 states, two territories, and the District of Columbia. These English language arts and mathematics standards represent a set of expectations for student knowledge and skills that will result in high school graduates who are prepared for success in college and careers.

To develop these standards, CCSSO and the NGA Center worked with representatives from participating states, a wide range of educators, content experts, researchers, national organizations, and community groups. These drafts reflect their input, and we are grateful for the time and insight hundreds of individuals have contributed to the development of these important documents.

Now, we seek public comment on these draft documents and encourage input via our online survey available at www.corestandards.org. The public comment period will end on April 2, 2010.

After our work groups have had an opportunity to review all of the feedback from the general public and state-led reviews, they will produce final documents. It is expected that the final set of standards documents will be available in late spring 2010.

You will notice that the college- and career-readiness standards have been incorporated into this draft. The final English language arts and mathematics standards documents will include college- and career-readiness standards along with the K-12 grade level standards.

The criteria that we used to develop the college- and career-readiness standards, as well as these K-12 grade level standards are:

- Aligned with college and work expectations;
- Include rigorous content *and* application of knowledge through high-order skills;
- Build upon strengths and lessons of current state standards;
- Informed by top-performing countries, so that all students are prepared to succeed in our global economy and society; and,
- Evidence and/or research-based.

The following links provide more information about the criteria and considerations for standards development.

The standards development process has maximized the best practices and research from across the nation and the world. While we have used all available research to shape these documents, we recognize that there is more to be learned about the most essential knowledge for student success. As new research is conducted and we evaluate the implementation of the common core standards, we plan to revise the standards accordingly on a set review cycle.

Our organizations would also like to thank our advisory group, which provides advice and guidance on this initiative. Members of this group include experts from Achieve, Inc., ACT, the College Board, the National Association of State Boards of Education, and the State Higher Education Executive Officers.

Application of Common Core State Standards for English Language Learners

English language learners (ELLs) must be held to the same level of standards expected of students who are already proficient in English. However, these students are acquiring both English language proficiency and content area knowledge concurrently, so some students will require additional time, and all will require appropriate instructional support and aligned assessments.

ELLs are a heterogeneous group with differences in ethnic background, first language, socioeconomic status, quality of prior schooling, and levels of English language proficiency. Effectively educating these students requires diagnosing each student instructionally, adjusting instruction accordingly, and closely monitoring student progress. For example, ELLs who are literate in a first language that shares cognates with English can apply first-language vocabulary knowledge when reading in English; likewise ELLs with high levels of schooling can bring to bear conceptual knowledge developed in their first language when reading in a second language. However, ELLs with limited or interrupted schooling will need to acquire background knowledge prerequisite to educational tasks at hand. Those ELLs who are newcomers to U.S. schools will need sufficiently scaffolded instruction and assessments to make sense of content delivered in a second language and to display this content knowledge.

English Language Arts

The common core standards for English language arts (ELA) articulate rigorous grade-level expectations in the areas of speaking, listening, reading, and writing to prepare all students to be college and career ready, including English language learners. Second-language learners also will benefit from instruction about how to negotiate situations outside of those settings so they are able to participate on equal footing with native speakers in all aspects of social, economic, and civic endeavors.

ELLs bring with them many resources that enhance their education and can serve as resources for schools and society. Many ELLs have first language and literacy knowledge and skills that boost their acquisition of language and literacy in a second language; additionally, they bring an array of talents and cultural practices and perspectives that enrich our schools and our society. Teachers must build on this enormous reservoir of talent and provide those students who need it with additional time and appropriate instructional support. This includes language proficiency standards that teachers can use in conjunction with the ELA standards to assist ELLs in becoming proficient and literate in English.

To help ELLs meet high academic standards in language arts it is essential that they have access to:

- Teachers and personnel at the school and district levels who are well prepared and qualified to support ELLs while taking advantage of the many strengths and skills they bring to the classroom;

- Literacy-rich school environments where students are immersed in a variety of language experiences;
- Instruction that develops foundational skills in English that enable ELLs to participate fully in grade-level coursework;
- Coursework that prepares ELLs for postsecondary education or the workplace yet is made comprehensible for students learning content in a second language (through specific pedagogical techniques and additional resources);
- Opportunities for classroom discourse and interaction that are well-designed to enable ELLs to develop communicative strengths in language arts;
- Ongoing assessment and feedback to guide learning; and
- Speakers of English who know the language well enough to provide ELLs with models and support.

Mathematics

ELLs can participate in mathematical discussions as they learn English. Mathematics instruction for ELL students should draw on multiple resources and modes available in classrooms—such as objects, drawings, inscriptions, and gestures—as well as home languages and mathematical experiences outside of school. While mathematics instruction for ELLs should address mathematical discourse and academic language, this involves much more than vocabulary instruction.

Language is a resource for learning mathematics; it is not only a tool for communicating, but also a tool for thinking and reasoning mathematically. All languages and language varieties (e.g., different dialects, home or everyday ways of talking, vernacular, slang) provide resources for mathematical thinking, reasoning, and communicating.

Regular and active participation in the classroom—not only reading and listening but also discussing, explaining, writing, representing, and presenting—is critical to the success of ELLs in mathematics. Research has shown that ELLs can produce explanations, presentations, etc. and participate in classroom discussions *as they are learning English*.

ELLs, like English-speaking students, require regular access to teaching practices that are most effective for improving student achievement. Mathematical tasks should be kept at high cognitive demand; teachers and students should attend explicitly to concepts; and students should wrestle with important mathematics.

Overall, research suggests that:

- Language switching can be swift, highly automatic, and facilitate rather than inhibit solving word problems in the second language, as long as the student's language proficiency is sufficient for understanding the text of the word problem.
- Instruction should ensure that students understand the text of word problems before they attempt to solve them.
- Instruction should include a focus on "mathematical discourse" and "academic language" because these are important for ELLs. Although it is critical that

students who are learning English have opportunities to communicate mathematically, this is not primarily a matter of learning vocabulary. Students learn to participate in mathematical reasoning, not by learning vocabulary, but by making conjectures, presenting explanations, and/or constructing arguments.

- While vocabulary instruction is important, it is not sufficient for supporting mathematical communication. Furthermore, vocabulary drill and practice are not the most effective instructional practices for learning vocabulary. Research has demonstrated that vocabulary learning occurs most successfully through instructional environments that are language-rich, actively involve students in using language, require that students both understand spoken or written words and also express that understanding orally and in writing, and require students to use words in multiple ways over extended periods of time. To develop written and oral communication skills, students need to participate in negotiating meaning for mathematical situations and in mathematical practices that require output from students.

Application of Common Core State Standards for Students with Disabilities

The Common Core Standards articulate rigorous, grade-level expectations in the areas of English language arts and mathematics to prepare students to be college and career ready.

All students, including students with disabilities— students eligible under the Individuals with Disabilities Education Act (IDEA) — must be challenged to excel within the general curriculum and prepared for success in their post-school lives, including college and/ or careers. The common core state standards provide a historic opportunity to improve access to academic content standards for students with disabilities. The continued development of understanding about research-based instructional practices and a focus on their effective implementation will also help improve access to the common core state standards.

Students with disabilities are a heterogeneous group with one common characteristic: the presence of disabling conditions that significantly hinder their abilities to benefit from general education (IDEA 34 CFR §300.39, 2004). Therefore, *how* these high standards are taught and assessed is of the utmost importance in reaching this diverse group of students.

For special education students to meet high academic standards and to fully demonstrate their conceptual and procedural knowledge and skills in mathematics and English language arts, their instruction must incorporate supports and often times, accommodations, including:

- Special education supports and related services designed to meet the unique needs of these students and to enable their access to the general education curriculum (IDEA 34 CFR §300.34, 2004).
- An Individualized Education Program, which includes annual goals aligned with and chosen to facilitate their attainment of grade-level academic standards.
- Teachers and specialized instructional support personnel who are prepared and qualified to deliver high-quality, evidence-based, individualized instruction and support services.

Promoting a culture of high expectations for all students is a fundamental goal of the common core state standards. To participate with success in the general curriculum, students with disabilities, as appropriate, may be provided additional supports and services, such as:

- Instructional supports for learning, based on the principles of Universal Design for Learning, which foster student engagement by presenting information in multiple ways and allowing for diverse avenues of action and expression.
- Instructional accommodations —changes in materials or procedures— which do not change the standards but allow students to learn within the framework of the common core state standards.

- Assistive technology devices and services to ensure access to the general education curriculum and the common core state standards.

For some students with significant cognitive disabilities to access certain standards, those standards may need to be extended and/or adjusted. However, standards should be extended and/or adjusted only after students receive access to multiple means of learning and demonstrating knowledge. Any extensions and/ or adjustments must align with and retain the rigor and high expectations of the common core state standards.

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COMMON CORE STATE STANDARDS FOR

English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects

COMMON CORE STATE STANDARDS INITIATIVE
PREPARING AMERICA'S STUDENTS FOR COLLEGE & CAREER

Table of Contents

Introduction

The Common Core State Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects ("the Standards") are the culmination of an extended, broad-based effort to fulfill the charge issued by the states to create the next generation of K–12 standards in order to help ensure that all students are college and career ready in literacy no later than the end of high school.

The present work, led by the Council of Chief State School Officers (CCSSO) and the National Governors Association (NGA), builds on the foundation laid by states in their decades-long work on crafting high-quality education standards. The Standards also draw on the most important international models as well as research and input from numerous sources, including state departments of education, scholars, assessment developers, professional organizations, educators from kindergarten through college, and parents, students, and other members of the public. In their design and content, refined through successive drafts and numerous rounds of feedback, the Standards represent a synthesis of the best elements of standards-related work to date and an important advance over that previous work.

As specified by CCSSO and NGA, the Standards are (1) research and evidence based, (2) aligned with college and work expectations, (3) rigorous, and (4) internationally benchmarked. A particular standard was included in the document only when the best available evidence indicated that its mastery was essential for college and career readiness in a twenty-first-century, globally competitive society. The Standards are intended to be a living work: as new and better evidence emerges, the Standards will be revised accordingly.

The Standards are an extension of a prior initiative led by CCSSO and NGA to develop College and Career Readiness (CCR) standards in reading, writing, speaking, listening, and language as well as in mathematics. The CCR Reading, Writing, and Speaking and Listening Standards, released in draft form in September 2009, serve, in revised form, as the backbone for the present document. Grade-specific K–12 standards in reading, writing, speaking, listening, and language translate the broad (and, for the earliest grades, seemingly distant) aims of the CCR standards into age- and attainment-appropriate terms.

The Standards set requirements not only for English language arts (ELA) but also for literacy in history/social studies, science, and technical subjects. Just as students must learn to read, write, speak, listen, and use language effectively in a variety of content areas, so too must the Standards specify the literacy skills and understandings required for college and career readiness in multiple disciplines. Literacy standards for grade 6 and above are predicated on teachers of ELA, history/social studies, science, and technical subjects using their content area expertise to help students meet the particular challenges of reading, writing, speaking, listening, and language in their respective fields. It is important to note that the 6–12 literacy standards in history/social studies, science, and technical subjects are not meant to replace content standards in those areas but rather to supplement them. States may incorporate these standards into their standards for those subjects or adopt them as content area literacy standards.

As a natural outgrowth of meeting the charge to define college and career readiness, the Standards also lay out a vision of what it means to be a literate person in the twenty-first century. Indeed, the skills and understandings students are expected to demonstrate have wide applicability outside the classroom or workplace. Students who meet the Standards readily undertake the close, attentive reading that is at the heart of understanding and enjoying complex works of literature. They habitually perform the critical reading necessary to pick carefully through the staggering amount of information available today in print and digitally. They actively seek the wide, deep, and thoughtful engagement with high-quality literary and informational texts that builds knowledge, enlarges experience, and broadens worldviews. They reflexively demonstrate the cogent reasoning and use of evidence that is essential to both private deliberation and responsible citizenship in a democratic republic. In short, students who meet the Standards develop the skills in reading, writing, speaking, and listening that are the foundation for any creative and purposeful expression in language.

June 2, 2010

Key Design Considerations

CCR and grade-specific standards

The CCR standards anchor the document and define general, cross-disciplinary literacy expectations that must be met for students to be prepared to enter college and workforce training programs ready to succeed. The K–12 grade-specific standards define end-of-year expectations and a cumulative progression designed to enable students to meet college and career readiness expectations no later than the end of high school. The CCR and high school (grades 9–12) standards work in tandem to define the college and career readiness line—the former providing broad standards, the latter providing additional specificity. Hence, both should be considered when developing college and career readiness assessments.

Students advancing through the grades are expected to meet each year's grade-specific standards, retain or further develop skills and understandings mastered in preceding grades, and work steadily toward meeting the more general expectations described by the CCR standards.

Grade levels for K–8; grade bands for 9–10 and 11–12

The Standards use individual grade levels in kindergarten through grade 8 to provide useful specificity; the Standards use two-year bands in grades 9–12 to allow schools, districts, and states flexibility in high school course design.

A focus on results rather than means

By emphasizing required achievements, the Standards leave room for teachers, curriculum developers, and states to determine how those goals should be reached and what additional topics should be addressed. Thus, the Standards do not mandate such things as a particular writing process or the full range of metacognitive strategies that students may need to monitor and direct their thinking and learning. Teachers are thus free to provide students with whatever tools and knowledge their professional judgment and experience identify as most helpful for meeting the goals set out in the Standards.

An integrated model of literacy

Although the Standards are divided into Reading, Writing, Speaking and Listening, and Language strands for conceptual clarity, the processes of communication are closely connected, as reflected throughout this document. For example, Writing standard 9 requires that students be able to write about what they read. Likewise, Speaking and Listening standard 4 sets the expectation that students will share findings from their research.

Research and media skills blended into the Standards as a whole

To be ready for college, workforce training, and life in a technological society, students need the ability to gather, comprehend, evaluate, synthesize, and report on information and ideas, to conduct original research in order to answer questions or solve problems, and to analyze and create a high volume and extensive range of print and nonprint texts in media forms old and new. The need to conduct research and to produce and consume media is embedded into every aspect of today's curriculum. In like fashion, research and media skills and understandings are embedded throughout the Standards rather than treated in a separate section.

Shared responsibility for students' literacy development

The Standards insist that instruction in reading, writing, speaking, listening, and language be a shared responsibility within the school. The K–5 standards include expectations for reading, writing, speaking, listening, and language applicable to a range of subjects, including but not limited to ELA. The grades 6–12 standards are divided into two sections, one for ELA and the other for history/social studies, science, and technical subjects. This division reflects the unique, time-honored place of ELA teachers in developing students' literacy skills while at the same time recognizing that teachers in other areas must have a role in this development as well.

Part of the motivation behind the interdisciplinary approach to literacy promulgated by the Standards is extensive research establishing the need for college and career ready students to be proficient in reading complex informational text independently in a variety of content areas. Most of the required reading in college and workforce training programs is informational in structure and challenging in content; postsecondary education programs typically provide students with both a higher volume of such reading than is generally required in K–12 schools and comparatively little scaffolding.

The Standards are not alone in calling for a special emphasis on informational text. The 2009 reading framework of the National Assessment of Educational Progress (NAEP) requires a high and increasing proportion of informational text on its assessment as students advance through the grades.

Distribution of Literary and Informational Passages by Grade in the 2009 NAEP Reading Framework

Grade	Literary	Informational
4	50%	50%
8	45%	55%
12	30%	70%

Source: National Assessment Governing Board. (2008). *Reading framework for the 2009 National Assessment of Educational Progress.* Washington, DC: U.S. Government Printing Office.

The Standards aim to align instruction with this framework so that many more students than at present can meet the requirements of college and career readiness. In K–5, the Standards follow NAEP's lead in balancing the reading of literature with the reading of informational texts, including texts in history/social studies, science, and technical subjects. In accord with NAEP's growing emphasis on informational texts in the higher grades, the Standards demand that a significant amount of reading of informational texts take place in and outside the ELA classroom. Fulfilling the Standards for 6–12 ELA requires much greater attention to a specific category of informational text—literary nonfiction—than has been traditional. Because the ELA classroom must focus on literature (stories, drama, and poetry) as well as literary nonfiction, a great deal of informational reading in grades 6–12 must take place in other classes if the NAEP assessment framework is to be matched instructionally.[1] To measure students' growth toward college and career readiness, assessments aligned with the Standards should adhere to the distribution of texts across grades cited in the NAEP framework.

NAEP likewise outlines a distribution across the grades of the core purposes and types of student writing. The 2011 NAEP framework, like the Standards, cultivates the development of three mutually reinforcing writing capacities: writing to persuade, to explain, and to convey real or imagined experience. Evidence concerning the demands of college and career readiness gathered during development of the Standards concurs with NAEP's shifting emphases: standards for grades 9–12 describe writing in all three forms, but, consistent with NAEP, the overwhelming focus of writing throughout high school should be on arguments and informative/explanatory texts.[2]

Distribution of Communicative Purposes by Grade in the 2011 NAEP Writing Framework

Grade	To Persuade	To Explain	To Convey Experience
4	30%	35%	35%
8	35%	35%	30%
12	40%	40%	20%

Source: National Assessment Governing Board. (2007). *Writing framework for the 2011 National Assessment of Educational Progress, pre-publication edition.* Iowa City, IA: ACT, Inc.

It follows that writing assessments aligned with the Standards should adhere to the distribution of writing purposes across grades outlined by NAEP.

Focus and coherence in instruction and assessment

While the Standards delineate specific expectations in reading, writing, speaking, listening, and language, each standard need not be a separate focus for instruction and assessment. Often, several standards can be addressed by a single rich task. For example, when editing writing, students address Writing standard 5 ("Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach") as well as Language standards 1–3 (which deal with conventions of standard English and knowledge of language). When drawing evidence from literary and informational texts per Writing standard 9, students are also demonstrating their comprehension skill in relation to specific standards in Reading. When discussing something they have read or written, students are also demonstrating their speaking and listening skills. The CCR anchor standards themselves provide another source of focus and coherence.

The same ten CCR anchor standards for Reading apply to both literary and informational texts, including texts in history/social studies, science, and technical subjects. The ten CCR anchor standards for Writing cover numerous text types and subject areas. This means that students can develop mutually reinforcing skills and exhibit mastery of standards for reading and writing across a range of texts and classrooms.

[1]The percentages on the table reflect the sum of student reading, not just reading in ELA settings. Teachers of senior English classes, for example, are not required to devote 70 percent of reading to informational texts. Rather, 70 percent of student reading across the grade should be informational.

[2]As with reading, the percentages in the table reflect the sum of student writing, not just writing in ELA settings.

What is Not Covered by the Standards

The Standards should be recognized for what they are not as well as what they are. The most important intentional design limitations are as follows:

1. The Standards define what all students are expected to know and be able to do, not how teachers should teach. For instance, the use of play with young children is not specified by the Standards, but it is welcome as a valuable activity in its own right and as a way to help students meet the expectations in this document. Furthermore, while the Standards make references to some particular forms of content, including mythology, foundational U.S. documents, and Shakespeare, they do not—indeed, cannot—enumerate all or even most of the content that students should learn. The Standards must therefore be complemented by a well-developed, content-rich curriculum consistent with the expectations laid out in this document.

2. While the Standards focus on what is most essential, they do not describe all that can or should be taught. A great deal is left to the discretion of teachers and curriculum developers. The aim of the Standards is to articulate the fundamentals, not to set out an exhaustive list or a set of restrictions that limits what can be taught beyond what is specified herein.

3. The Standards do not define the nature of advanced work for students who meet the Standards prior to the end of high school. For those students, advanced work in such areas as literature, composition, language, and journalism should be available. This work should provide the next logical step up from the college and career readiness baseline established here.

4. The Standards set grade-specific standards but do not define the intervention methods or materials necessary to support students who are well below or well above grade-level expectations. No set of grade-specific standards can fully reflect the great variety in abilities, needs, learning rates, and achievement levels of students in any given classroom. However, the Standards do provide clear signposts along the way to the goal of college and career readiness for all students.

5. It is also beyond the scope of the Standards to define the full range of supports appropriate for English language learners and for students with special needs. At the same time, all students must have the opportunity to learn and meet the same high standards if they are to access the knowledge and skills necessary in their post–high school lives.

   Each grade will include students who are still acquiring English. For those students, it is possible to meet the standards in reading, writing, speaking, and listening without displaying native-like control of conventions and vocabulary.

   The Standards should also be read as allowing for the widest possible range of students to participate fully from the outset and as permitting appropriate accommodations to ensure maximum participation of students with special education needs. For example, for students with disabilities *reading* should allow for the use of Braille, screen-reader technology, or other assistive devices, while *writing* should include the use of a scribe, computer, or speech-to-text technology. In a similar vein, *speaking* and *listening* should be interpreted broadly to include sign language.

6. While the ELA and content area literacy components described herein are critical to college and career readiness, they do not define the whole of such readiness. Students require a wide-ranging, rigorous academic preparation and, particularly in the early grades, attention to such matters as social, emotional, and physical development and approaches to learning. Similarly, the Standards define literacy expectations in history/social studies, science, and technical subjects, but literacy standards in other areas, such as mathematics and health education, modeled on those in this document are strongly encouraged to facilitate a comprehensive, schoolwide literacy program.

Students Who are College and Career Ready in Reading, Writing, Speaking, Listening, and Language

The descriptions that follow are not standards themselves but instead offer a portrait of students who meet the standards set out in this document. As students advance through the grades and master the standards in reading, writing, speaking, listening, and language, they are able to exhibit with increasing fullness and regularity these capacities of the literate individual.

They demonstrate independence.

Students can, without significant scaffolding, comprehend and evaluate complex texts across a range of types and disciplines, and they can construct effective arguments and convey intricate or multifaceted information. Likewise, students are able independently to discern a speaker's key points, request clarification, and ask relevant questions. They build on others' ideas, articulate their own ideas, and confirm they have been understood. Without prompting, they demonstrate command of standard English and acquire and use a wide-ranging vocabulary. More broadly, they become self-directed learners, effectively seeking out and using resources to assist them, including teachers, peers, and print and digital reference materials.

They build strong content knowledge.

Students establish a base of knowledge across a wide range of subject matter by engaging with works of quality and substance. They become proficient in new areas through research and study. They read purposefully and listen attentively to gain both general knowledge and discipline-specific expertise. They refine and share their knowledge through writing and speaking.

They respond to the varying demands of audience, task, purpose, and discipline.

Students adapt their communication in relation to audience, task, purpose, and discipline. They set and adjust purpose for reading, writing, speaking, listening, and language use as warranted by the task. They appreciate nuances, such as how the composition of an audience should affect tone when speaking and how the connotations of words affect meaning. They also know that different disciplines call for different types of evidence (e.g., documentary evidence in history, experimental evidence in science).

They comprehend as well as critique.

Students are engaged and open-minded—but discerning—readers and listeners. They work diligently to understand precisely what an author or speaker is saying, but they also question an author's or speaker's assumptions and premises and assess the veracity of claims and the soundness of reasoning.

They value evidence.

Students cite specific evidence when offering an oral or written interpretation of a text. They use relevant evidence when supporting their own points in writing and speaking, making their reasoning clear to the reader or listener, and they constructively evaluate others' use of evidence.

They use technology and digital media strategically and capably.

Students employ technology thoughtfully to enhance their reading, writing, speaking, listening, and language use. They tailor their searches online to acquire useful information efficiently, and they integrate what they learn using technology with what they learn offline. They are familiar with the strengths and limitations of various technological tools and mediums and can select and use those best suited to their communication goals.

They come to understand other perspectives and cultures.

Students appreciate that the twenty-first-century classroom and workplace are settings in which people from often widely divergent cultures and who represent diverse experiences and perspectives must learn and work together. Students actively seek to understand other perspectives and cultures through reading and listening, and they are able to communicate effectively with people of varied backgrounds. They evaluate other points of view critically and constructively. Through reading great classic and contemporary works of literature representative of a variety of periods, cultures, and worldviews, students can vicariously inhabit worlds and have experiences much different than their own.

How to Read This Document

Overall Document Organization

The Standards comprise three main sections: a comprehensive K–5 section and two content area–specific sections for grades 6–12, one for ELA and one for history/social studies, science, and technical subjects. Three appendices accompany the main document.

Each section is divided into strands. K–5 and 6–12 ELA have Reading, Writing, Speaking and Listening, and Language strands; the 6–12 history/ social studies, science, and technical subjects section focuses on Reading and Writing. Each strand is headed by a strand-specific set of College and Career Readiness Anchor Standards that is identical across all grades and content areas.

Standards for each grade within K–8 and for grades 9–10 and 11–12 follow the CCR anchor standards in each strand. Each grade-specific standard (as these standards are collectively referred to) corresponds to the same-numbered CCR anchor standard. Put another way, each CCR anchor standard has an accompanying grade-specific standard translating the broader CCR statement into grade-appropriate end-of-year expectations.

Individual CCR anchor standards can be identified by their strand, CCR status, and number (R.CCR.6, for example). Individual grade-specific standards can be identified by their strand, grade, and number (or number and letter, where applicable), so that RI.4.3, for example, stands for Reading, Informational Text, grade 4, standard 3 and W.5.1a stands for Writing, grade 5, standard 1a. Strand designations can be found in brackets alongside the full strand title.

Who is responsible for which portion of the Standards

A single K–5 section lists standards for reading, writing, speaking, listening, and language across the curriculum, reflecting the fact that most or all of the instruction students in these grades receive comes from one teacher. Grades 6–12 are covered in two content area–specific sections, the first for the English language arts teacher and the second for teachers of history/social studies, science, and technical subjects. Each section uses the same CCR anchor standards but also includes grade-specific standards tuned to the literacy requirements of the particular discipline(s).

Key Features of the Standards

Reading: Text complexity and the growth of comprehension

The Reading standards place equal emphasis on the sophistication of what students read and the skill with which they read. Standard 10 defines a grade-by-grade “staircase” of increasing text complexity that rises from beginning reading to the college and career readiness level. Whatever they are reading, students must also show a steadily growing ability to discern more from and make fuller use of text, including making an increasing number of connections among ideas and between texts, considering a wider range of textual evidence, and becoming more sensitive to inconsistencies, ambiguities, and poor reasoning in texts.

Writing: Text types, responding to reading, and research

The Standards acknowledge the fact that whereas some writing skills, such as the ability to plan, revise, edit, and publish, are applicable to many types of writing, other skills are more properly defined in terms of specific writing types: arguments, informative/explanatory texts, and narratives. Standard 9 stresses the importance of the writing-reading connection by requiring students to draw upon and write about evidence from literary and informational texts. Because of the centrality of writing to most forms of inquiry, research standards are prominently included in this strand, though skills important to research are infused throughout the document.

Speaking and Listening: Flexible communication and collaboration

Including but not limited to skills necessary for formal presentations, the Speaking and Listening standards require students to develop a range of broadly useful oral communication and interpersonal skills. Students must learn to work together, express and listen carefully to ideas, integrate information from oral, visual, quantitative, and media sources, evaluate what they hear, use media and visual displays strategically to help achieve communicative purposes, and adapt speech to context and task.

Language: Conventions, effective use, and vocabulary

The Language standards include the essential “rules” of standard written and spoken English, but they also approach language as a matter of craft and informed choice among alternatives. The vocabulary standards focus on understanding words and phrases, their relationships, and their nuances and on acquiring new vocabulary, particularly general academic and domain-specific words and phrases.

Appendices A, B, and C

Appendix A contains supplementary material on reading, writing, speaking and listening, and language as well as a glossary of key terms. Appendix B consists of text exemplars illustrating the complexity, quality, and range of reading appropriate for various grade levels with accompanying sample performance tasks. Appendix C includes annotated samples demonstrating at least adequate performance in student writing at various grade levels.

STANDARDS FOR

English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects

K–5

College and Career Readiness Anchor Standards for Reading

The K–5 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.
3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

Craft and Structure

4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone.
5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole.
6. Assess how point of view or purpose shapes the content and style of a text.

Integration of Knowledge and Ideas

7. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words.*
8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence.
9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Range of Reading and Level of Text Complexity

10. Read and comprehend complex literary and informational texts independently and proficiently.

*Please see "Research to Build and Present Knowledge" in Writing and "Comprehension and Collaboration" in Speaking and Listening for additional standards relevant to gathering, assessing, and applying information from print and digital sources.

Note on range and content of student reading

To build a foundation for college and career readiness, students must read widely and deeply from among a broad range of high-quality, increasingly challenging literary and informational texts. Through extensive reading of stories, dramas, poems, and myths from diverse cultures and different time periods, students gain literary and cultural knowledge as well as familiarity with various text structures and elements. By reading texts in history/social studies, science, and other disciplines, students build a foundation of knowledge in these fields that will also give them the background to be better readers in all content areas. Students can only gain this foundation when the curriculum is intentionally and coherently structured to develop rich content knowledge within and across grades. Students also acquire the habits of reading independently and closely, which are essential to their future success.

Reading Standards for Literature K–5

RL

The following standards offer a focus for instruction each year and help ensure that students gain adequate exposure to a range of texts and tasks. Rigor is also infused through the requirement that students read increasingly complex texts through the grades. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.*

Kindergartners:	Grade 1 students:	Grade 2 students:
Key Ideas and Details		
1. With prompting and support, ask and answer questions about key details in a text.	1. Ask and answer questions about key details in a text.	1. Ask and answer such questions as *who*, *what*, *where*, *when*, *why*, and *how* to demonstrate understanding of key details in a text.
2. With prompting and support, retell familiar stories, including key details.	2. Retell stories, including key details, and demonstrate understanding of their central message or lesson.	2. Recount stories, including fables and folktales from diverse cultures, and determine their central message, lesson, or moral.
3. With prompting and support, identify characters, settings, and major events in a story.	3. Describe characters, settings, and major events in a story, using key details.	3. Describe how characters in a story respond to major events and challenges.
Craft and Structure		
4. Ask and answer questions about unknown words in a text.	4. Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.	4. Describe how words and phrases (e.g., regular beats, alliteration, rhymes, repeated lines) supply rhythm and meaning in a story, poem, or song.
5. Recognize common types of texts (e.g., storybooks, poems).	5. Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.	5. Describe the overall structure of a story, including describing how the beginning introduces the story and the ending concludes the action.
6. With prompting and support, name the author and illustrator of a story and define the role of each in telling the story.	6. Identify who is telling the story at various points in a text.	6. Acknowledge differences in the points of view of characters, including by speaking in a different voice for each character when reading dialogue aloud.
Integration of Knowledge and Ideas		
7. With prompting and support, describe the relationship between illustrations and the story in which they appear (e.g., what moment in a story an illustration depicts).	7. Use illustrations and details in a story to describe its characters, setting, or events.	7. Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot.
8. (Not applicable to literature)	8. (Not applicable to literature)	8. (Not applicable to literature)
9. With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories.	9. Compare and contrast the adventures and experiences of characters in stories.	9. Compare and contrast two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures.
Range of Reading and Level of Text Complexity		
10. Actively engage in group reading activities with purpose and understanding.	10. With prompting and support, read prose and poetry of appropriate complexity for grade 1.	10. By the end of the year, read and comprehend literature, including stories and poetry, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.

Reading Standards for Literature K–5

RL

Grade 3 students:	Grade 4 students:	Grade 5 students:
Key Ideas and Details		
1. Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.	1. Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	1. Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
2. Recount stories, including fables, folktales, and myths from diverse cultures; determine the central message, lesson, or moral and explain how it is conveyed through key details in the text.	2. Determine a theme of a story, drama, or poem from details in the text; summarize the text.	2. Determine a theme of a story, drama, or poem from details in the text, including how characters in a story or drama respond to challenges or how the speaker in a poem reflects upon a topic; summarize the text.
3. Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events.	3. Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions).	3. Compare and contrast two or more characters, settings, or events in a story or drama, drawing on specific details in the text (e.g., how characters interact).
Craft and Structure		
4. Determine the meaning of words and phrases as they are used in a text, distinguishing literal from nonliteral language.	4. Determine the meaning of words and phrases as they are used in a text, including those that allude to significant characters found in mythology (e.g., Herculean).	4. Determine the meaning of words and phrases as they are used in a text, including figurative language such as metaphors and similes.
5. Refer to parts of stories, dramas, and poems when writing or speaking about a text, using terms such as chapter, scene, and stanza; describe how each successive part builds on earlier sections.	5. Explain major differences between poems, drama, and prose, and refer to the structural elements of poems (e.g., verse, rhythm, meter) and drama (e.g., casts of characters, settings, descriptions, dialogue, stage directions) when writing or speaking about a text.	5. Explain how a series of chapters, scenes, or stanzas fits together to provide the overall structure of a particular story, drama, or poem.
6. Distinguish their own point of view from that of the narrator or those of the characters.	6. Compare and contrast the point of view from which different stories are narrated, including the difference between first- and third-person narrations.	6. Describe how a narrator's or speaker's point of view influences how events are described.
Integration of Knowledge and Ideas		
7. Explain how specific aspects of a text's illustrations contribute to what is conveyed by the words in a story (e.g., create mood, emphasize aspects of a character or setting).	7. Make connections between the text of a story or drama and a visual or oral presentation of the text, identifying where each version reflects specific descriptions and directions in the text.	7. Analyze how visual and multimedia elements contribute to the meaning, tone, or beauty of a text (e.g., graphic novel, multimedia presentation of fiction, folktale, myth, poem).
8. (Not applicable to literature)	8. (Not applicable to literature)	8. (Not applicable to literature)
9. Compare and contrast the themes, settings, and plots of stories written by the same author about the same or similar characters (e.g., in books from a series).	9. Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.	9. Compare and contrast stories in the same genre (e.g., mysteries and adventure stories) on their approaches to similar themes and topics.
Range of Reading and Level of Text Complexity		
10. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 2–3 text complexity band independently and proficiently.	10. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range.	10. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4–5 text complexity band independently and proficiently.

Reading Standards for Informational Text K–5

RI

Kindergartners:	Grade 1 students:	Grade 2 students:
Key Ideas and Details		
1. With prompting and support, ask and answer questions about key details in a text.	1. Ask and answer questions about key details in a text.	1. Ask and answer such questions as *who, what, where, when, why,* and *how* to demonstrate understanding of key details in a text.
2. With prompting and support, identify the main topic and retell key details of a text.	2. Identify the main topic and retell key details of a text.	2. Identify the main topic of a multiparagraph text as well as the focus of specific paragraphs within the text.
3. With prompting and support, describe the connection between two individuals, events, ideas, or pieces of information in a text.	3. Describe the connection between two individuals, events, ideas, or pieces of information in a text.	3. Describe the connection between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text.
Craft and Structure		
4. With prompting and support, ask and answer questions about unknown words in a text.	4. Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.	4. Determine the meaning of words and phrases in a text relevant to a *grade 2 topic or subject area*.
5. Identify the front cover, back cover, and title page of a book.	5. Know and use various text features (e.g., headings, tables of contents, glossaries, electronic menus, icons) to locate key facts or information in a text.	5. Know and use various text features (e.g., captions, bold print, subheadings, glossaries, indexes, electronic menus, icons) to locate key facts or information in a text efficiently.
6. Name the author and illustrator of a text and define the role of each in presenting the ideas or information in a text.	6. Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.	6. Identify the main purpose of a text, including what the author wants to answer, explain, or describe.
Integration of Knowledge and Ideas		
7. With prompting and support, describe the relationship between illustrations and the text in which they appear (e.g., what person, place, thing, or idea in the text an illustration depicts).	7. Use the illustrations and details in a text to describe its key ideas.	7. Explain how specific images (e.g., a diagram showing how a machine works) contribute to and clarify a text.
8. With prompting and support, identify the reasons an author gives to support points in a text.	8. Identify the reasons an author gives to support points in a text.	8. Describe how reasons support specific points the author makes in a text.
9. With prompting and support, identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).	9. Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).	9. Compare and contrast the most important points presented by two texts on the same topic.
Range of Reading and Level of Text Complexity		
10. Actively engage in group reading activities with purpose and understanding.	10. With prompting and support, read informational texts appropriately complex for grade 1.	10. By the end of year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 2–3 text complexity band proficiently, with scaffolding as needed at the high end of the range.

Reading Standards for Informational Text K–5

RI

Grade 3 students:	Grade 4 students:	Grade 5 students:
Key Ideas and Details		
1. Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.	1. Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	1. Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
2. Determine the main idea of a text; recount the key details and explain how they support the main idea.	2. Determine the main idea of a text and explain how it is supported by key details; summarize the text.	2. Determine two or more main ideas of a text and explain how they are supported by key details; summarize the text.
3. Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.	3. Explain events, procedures, ideas, or concepts in a historical, scientific, or technical text, including what happened and why, based on specific information in the text.	3. Explain the relationships or interactions between two or more individuals, events, ideas, or concepts in a historical, scientific, or technical text based on specific information in the text.
Craft and Structure		
4. Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a *grade 3 topic or subject area*.	4. Determine the meaning of general academic and domain-specific words or phrases in a text relevant to a *grade 4 topic or subject area*.	4. Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a *grade 5 topic or subject area*.
5. Use text features and search tools (e.g., key words, sidebars, hyperlinks) to locate information relevant to a given topic efficiently.	5. Describe the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in a text or part of a text.	5. Compare and contrast the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in two or more texts.
6. Distinguish their own point of view from that of the author of a text.	6. Compare and contrast a firsthand and secondhand account of the same event or topic; describe the differences in focus and the information provided.	6. Analyze multiple accounts of the same event or topic, noting important similarities and differences in the point of view they represent.
Integration of Knowledge and Ideas		
7. Use information gained from illustrations (e.g., maps, photographs) and the words in a text to demonstrate understanding of the text (e.g., where, when, why, and how key events occur).	7. Interpret information presented visually, orally, or quantitatively (e.g., in charts, graphs, diagrams, time lines, animations, or interactive elements on Web pages) and explain how the information contributes to an understanding of the text in which it appears.	7. Draw on information from multiple print or digital sources, demonstrating the ability to locate an answer to a question quickly or to solve a problem efficiently.
8. Describe the logical connection between particular sentences and paragraphs in a text (e.g., comparison, cause/effect, first/second/third in a sequence).	8. Explain how an author uses reasons and evidence to support particular points in a text.	8. Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point(s).
9. Compare and contrast the most important points and key details presented in two texts on the same topic.	9. Integrate information from two texts on the same topic in order to write or speak about the subject knowledgeably.	9. Integrate information from several texts on the same topic in order to write or speak about the subject knowledgeably.
Range of Reading and Level of Text Complexity		
10. By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 2–3 text complexity band independently and proficiently.	10. By the end of year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range.	10. By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 4–5 text complexity band independently and proficiently.

Reading Standards: Foundational Skills (K–5)

RF

These standards are directed toward fostering students' understanding and working knowledge of concepts of print, the alphabetic principle, and other basic conventions of the English writing system. These foundational skills are not an end in and of themselves; rather, they are necessary and important components of an effective, comprehensive reading program designed to develop proficient readers with the capacity to comprehend texts across a range of types and disciplines. Instruction should be differentiated: good readers will need much less practice with these concepts than struggling readers will. The point is to teach students what they need to learn and not what they already know—to discern when particular children or activities warrant more or less attention.

Note: In kindergarten, children are expected to demonstrate increasing awareness and competence in the areas that follow.

Kindergartners:	Grade 1 students:
Print Concepts	
1. Demonstrate understanding of the organization and basic features of print. a. Follow words from left to right, top to bottom, and page by page. b. Recognize that spoken words are represented in written language by specific sequences of letters. c. Understand that words are separated by spaces in print. d. Recognize and name all upper- and lowercase letters of the alphabet.	1. Demonstrate understanding of the organization and basic features of print. a. Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).
Phonological Awareness	
2. Demonstrate understanding of spoken words, syllables, and sounds (phonemes). a. Recognize and produce rhyming words. b. Count, pronounce, blend, and segment syllables in spoken words. c. Blend and segment onsets and rimes of single-syllable spoken words. d. Isolate and pronounce the initial, medial vowel, and final sounds (phonemes) in three-phoneme (consonent-vowel-consonent, or CVC) words.* (This does not include CVCs ending with /l/, /r/, or /x/.) e. Add or substitute individual sounds (phonemes) in simple, one-syllable words to make new words.	2. Demonstrate understanding of spoken words, syllables, and sounds (phonemes). a. Distinguish long from short vowel sounds in spoken single-syllable words. b. Orally produce single-syllable words by blending sounds (phonemes), including consonant blends. c. Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words. d. Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).

*Words, syllables, or phonemes written in /slashes/refer to their pronunciation or phonology. Thus, /CVC/ is a word with three phonemes regardless of the number of letters in the spelling of the word.

Reading Standards: Foundational Skills (K–5)

RF

Note: In kindergarten children are expected to demonstrate increasing awareness and competence in the areas that follow.

Kindergartners:	Grade 1 students:	Grade 2 students:
Phonics and Word Recognition		
3. Know and apply grade-level phonics and word analysis skills in decoding words. a. Demonstrate basic knowledge of one-to-one letter-sound correspondences by producing the primary or many of the most frequent sound for each consonant. b. Associate the long and short sounds with common spellings (graphemes) for the five major vowels. c. Read common high-frequency words by sight (e.g., *the*, *of*, *to*, *you*, *she*, *my*, *is*, *are*, *do*, *does*). d. Distinguish between similarly spelled words by identifying the sounds of the letters that differ.	3. Know and apply grade-level phonics and word analysis skills in decoding words. a. Know the spelling-sound correspondences for common consonant digraphs. b. Decode regularly spelled one-syllable words. c. Know final -e and common vowel team conventions for representing long vowel sounds. d. Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word. e. Decode two-syllable words following basic patterns by breaking the words into syllables. f. Read words with inflectional endings. g. Recognize and read grade-appropriate irregularly spelled words.	3. Know and apply grade-level phonics and word analysis skills in decoding words. a. Distinguish long and short vowels when reading regularly spelled one-syllable words. b. Know spelling-sound correspondences for additional common vowel teams. c. Decode regularly spelled two-syllable words with long vowels. d. Decode words with common prefixes and suffixes. e. Identify words with inconsistent but common spelling-sound correspondences. f. Recognize and read grade-appropriate irregularly spelled words.
Fluency		
4. Read emergent-reader texts with purpose and understanding.	4. Read with sufficient accuracy and fluency to support comprehension. a. Read on-level text with purpose and understanding. b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings. c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	4. Read with sufficient accuracy and fluency to support comprehension. a. Read on-level text with purpose and understanding. b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings. c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Reading Standards: Foundational Skills (K–5)

RF

Grade 3 students:	Grade 4 students:	Grade 5 students:
Phonics and Word Recognition		
3. Know and apply grade-level phonics and word analysis skills in decoding words. a. Identify and know the meaning of the most common prefixes and derivational suffixes. b. Decode words with common Latin suffixes. c. Decode multisyllable words. d. Read grade-appropriate irregularly spelled words.	3. Know and apply grade-level phonics and word analysis skills in decoding words. a. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.	3. Know and apply grade-level phonics and word analysis skills in decoding words. a. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.
Fluency		
4. Read with sufficient accuracy and fluency to support comprehension. a. Read on-level text with purpose and understanding. b. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	4. Read with sufficient accuracy and fluency to support comprehension. a. Read on-level text with purpose and understanding. b. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings. c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.	4. Read with sufficient accuracy and fluency to support comprehension. a. Read on-level text with purpose and understanding. b. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings. c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

College and Career Readiness Anchor Standards for Writing

The K–5 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Text Types and Purposes*

1. Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.
2. Write informative/explanatory texts to examine and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.
3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

Production and Distribution of Writing

4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
6. Use technology, including the Internet, to produce and publish writing and to interact and collaborate with others.

Research to Build and Present Knowledge

7. Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation.
8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism.
9. Draw evidence from literary or informational texts to support analysis, reflection, and research.

Range of Writing

10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

*These broad types of writing include many subgenres. See Appendix A for definitions of key writing types.

Note on range and content of student writing

To build a foundation for college and career readiness, students need to learn to use writing as a way of offering and supporting opinions, demonstrating understanding of the subjects they are studying, and conveying real and imagined experiences and events. They learn to appreciate that a key purpose of writing is to communicate clearly to an external, sometimes unfamiliar audience, and they begin to adapt the form and content of their writing to accomplish a particular task and purpose. They develop the capacity to build knowledge on a subject through research projects and to respond analytically to literary and informational sources. To meet these goals, students must devote significant time and effort to writing, producing numerous pieces over short and extended time frames throughout the year.

Writing Standards K–5

W

The following standards for K–5 offer a focus for instruction each year to help ensure that students gain adequate mastery of a range of skills and applications. Each year in their writing, students should demonstrate increasing sophistication in all aspects of language use, from vocabulary and syntax to the development and organization of ideas, and they should address increasingly demanding content and sources. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.* The expected growth in student writing ability is reflected both in the standards themselves and in the collection of annotated student writing samples in Appendix C.

Kindergartners:	Grade 1 students:	Grade 2 students:
Text Types and Purposes		
1. Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topic or book (e.g., *My favorite book is . . .*).	1. Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.	1. Write opinion pieces in which they introduce the topic or book they are writing about, state an opinion, supply reasons that support the opinion, use linking words (e.g., *because*, *and*, *also*) to connect opinion and reasons, and provide a concluding statement or section.
2. Use a combination of drawing, dictating, and writing to compose informative/explanatory texts in which they name what they are writing about and supply some information about the topic.	2. Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.	2. Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.
3. Use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order in which they occurred, and provide a reaction to what happened.	3. Write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure.	3. Write narratives in which they recount a well-elaborated event or short sequence of events, include details to describe actions, thoughts, and feelings, use temporal words to signal event order, and provide a sense of closure.
Production and Distribution of Writing		
4. (Begins in grade 3)	4. (Begins in grade 3)	4. (Begins in grade 3)
5. With guidance and support from adults, respond to questions and suggestions from peers and add details to strengthen writing as needed.	5. With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.	5. With guidance and support from adults and peers, focus on a topic and strengthen writing as needed by revising and editing.
6. With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.	6. With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.	6. With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.
Research to Build and Present Knowledge		
7. Participate in shared research and writing projects (e.g., explore a number of books by a favorite author and express opinions about them).	7. Participate in shared research and writing projects (e.g., explore a number of "how-to" books on a given topic and use them to write a sequence of instructions).	7. Participate in shared research and writing projects (e.g., read a number of books on a single topic to produce a report; record science observations).
8. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.	8. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.	8. Recall information from experiences or gather information from provided sources to answer a question.
9. (Begins in grade 4)	9. (Begins in grade 4)	9. (Begins in grade 4)
Range of Writing		
10. (Begins in grade 3)	10. (Begins in grade 3)	10. (Begins in grade 3)

Writing Standards K–5

W

Grade 3 students:	Grade 4 students:	Grade 5 students:
Text Types and Purposes		
1. Write opinion pieces on topics or texts, supporting a point of view with reasons. a. Introduce the topic or text they are writing about, state an opinion, and create an organizational structure that lists reasons. b. Provide reasons that support the opinion. c. Use linking words and phrases (e.g., *because*, *therefore*, *since*, *for example*) to connect opinion and reasons. d. Provide a concluding statement or section.	1. Write opinion pieces on topics or texts, supporting a point of view with reasons and information. a. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose. b. Provide reasons that are supported by facts and details. c. Link opinion and reasons using words and phrases (e.g., *for instance*, *in order to*, *in addition*). d. Provide a concluding statement or section related to the opinion presented.	1. Write opinion pieces on topics or texts, supporting a point of view with reasons and information. a. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which ideas are logically grouped to support the writer's purpose. b. Provide logically ordered reasons that are supported by facts and details. c. Link opinion and reasons using words, phrases, and clauses (e.g., *consequently*, *specifically*). d. Provide a concluding statement or section related to the opinion presented.
2. Write informative/explanatory texts to examine a topic and convey ideas and information clearly. a. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension. b. Develop the topic with facts, definitions, and details. c. Use linking words and phrases (e.g., *also*, *another*, *and*, *more*, *but*) to connect ideas within categories of information. d. Provide a concluding statement or section.	2. Write informative/explanatory texts to examine a topic and convey ideas and information clearly. a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension. b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. c. Link ideas within categories of information using words and phrases (e.g., *another*, *for example*, *also*, *because*). d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Provide a concluding statement or section related to the information or explanation presented.	2. Write informative/explanatory texts to examine a topic and convey ideas and information clearly. a. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension. b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. c. Link ideas within and across categories of information using words, phrases, and clauses (e.g., *in contrast*, *especially*). d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Provide a concluding statement or section related to the information or explanation presented.
3. Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. a. Establish a situation and introduce a narrator and/or characters; organize an event sequence that unfolds naturally. b. Use dialogue and descriptions of actions, thoughts, and feelings to develop experiences and events or show the response of characters to situations. c. Use temporal words and phrases to signal event order. d. Provide a sense of closure.	3. Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. a. Orient the reader by establishing a situationand introducing a narrator and/or characters; organize an event sequence that unfolds naturally. b. Use dialogue and description to develop experiences and events or show the responses of characters to situations. c. Use a variety of transitional words and phrases to manage the sequence of events. d. Use concrete words and phrases and sensory details to convey experiences and events precisely. e. Provide a conclusion that follows from the narrated experiences or events.	3. Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. a. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally. b. Use narrative techniques, such as dialogue, description, and pacing, to develop experiences and events or show the responses of characters to situations. c. Use a variety of transitional words, phrases, and clauses to manage the sequence of events. d. Use concrete words and phrases and sensory details to convey experiences and events precisely. e. Provide a conclusion that follows from the narrated experiences or events.

Writing Standards K–5

W

Grade 3 students:	Grade 4 students:	Grade 5 students:
Production and Distribution of Writing		
4. With guidance and support from adults, produce writing in which the development and organization are appropriate to task and purpose. (Grade-specific expectations for writing types are defined in standards 1–3 above.)	4. Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)	4. Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)
5. With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 3 on pages 28 and 29.)	5. With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 4 on pages 28 and 29.)	5. With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 5 on pages 28 and 29.)
6. With guidance and support from adults, use technology to produce and publish writing (using keyboarding skills) as well as to interact and collaborate with others.	6. With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of one page in a single sitting.	6. With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of two pages in a single sitting.
Research to Build and Present Knowledge		
7. Conduct short research projects that build knowledge about a topic.	7. Conduct short research projects that build knowledge through investigation of different aspects of a topic.	7. Conduct short research projects that use several sources to build knowledge through investigation of different aspects of a topic.
8. Recall information from experiences or gather information from print and digital sources; take brief notes on sources and sort evidence into provided categories.	8. Recall relevant information from experiences or gather relevant information from print and digital sources; take notes and categorize information, and provide a list of sources.	8. Recall relevant information from experiences or gather relevant information from print and digital sources; summarize or paraphrase information in notes and finished work, and provide a list of sources.
9. (Begins in grade 4)	9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grade 4 Reading standards* to literature (e.g., "Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text [e.g., a character's thoughts, words, or actions]."). b. Apply *grade 4 Reading standards* to informational texts (e.g., "Explain how an author uses reasons and evidence to support particular points in a text").	9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grade 5 Reading standards* to literature (e.g., "Compare and contrast two or more characters, settings, or events in a story or a drama, drawing on specific details in the text [e.g., how characters interact]"). b. Apply *grade 5 Reading standards* to informational texts (e.g., "Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point[s]").
Range of Writing		
10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

College and Career Readiness Anchor Standards for Speaking and Listening

The K–5 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Comprehension and Collaboration

1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.
2. Integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally.
3. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.

Presentation of Knowledge and Ideas

4. Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience.
5. Make strategic use of digital media and visual displays of data to express information and enhance understanding of presentations.
6. Adapt speech to a variety of contexts and communicative tasks, demonstrating command of formal English when indicated or appropriate.

Note on range and content of student speaking and listening

To build a foundation for college and career readiness, students must have ample opportunities to take part in a variety of rich, structured conversations—as part of a whole class, in small groups, and with a partner. Being productive members of these conversations requires that students contribute accurate, relevant information; respond to and develop what others have said; make comparisons and contrasts; and analyze and synthesize a multitude of ideas in various domains.

New technologies have broadened and expanded the role that speaking and listening play in acquiring and sharing knowledge and have tightened their link to other forms of communication. Digital texts confront students with the potential for continually updated content and dynamically changing combinations of words, graphics, images, hyperlinks, and embedded video and audio.

Speaking and Listening Standards K–5

SL

The following standards for K–5 offer a focus for instruction each year to help ensure that students gain adequate mastery of a range of skills and applications. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.*

Kindergartners:	Grade 1 students:	Grade 2 students:
Comprehension and Collaboration		
1. Participate in collaborative conversations with diverse partners about *kindergarten topics and texts* with peers and adults in small and larger groups. a. Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion). b. Continue a conversation through multiple exchanges.	1. Participate in collaborative conversations with diverse partners about *grade 1 topics and texts* with peers and adults in small and larger groups. a. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion). b. Build on others' talk in conversations by responding to the comments of others through multiple exchanges. c. Ask questions to clear up any confusion about the topics and texts under discussion.	1. Participate in collaborative conversations with diverse partners about *grade 2 topics and texts* with peers and adults in small and larger groups. a. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion). b. Build on others' talk in conversations by linking their comments to the remarks of others. c. Ask for clarification and further explanation as needed about the topics and texts under discussion.
2. Confirm understanding of a text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood.	2. Ask and answer questions about key details in a text read aloud or information presented orally or through other media.	2. Recount or describe key ideas or details from a text read aloud or information presented orally or through other media.
3. Ask and answer questions in order to seek help, get information, or clarify something that is not understood.	3. Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood.	3. Ask and answer questions about what a speaker says in order to clarify comprehension, gather additional information, or deepen understanding of a topic or issue.
Presentation of Knowledge and Ideas		
4. Describe familiar people, places, things, and events and, with prompting and support, provide additional detail.	4. Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.	4. Tell a story or recount an experience with appropriate facts and relevant, descriptive details, speaking audibly in coherent sentences.
5. Add drawings or other visual displays to descriptions as desired to provide additional detail.	5. Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.	5. Create audio recordings of stories or poems; add drawings or other visual displays to stories or recounts of experiences when appropriate to clarify ideas, thoughts, and feelings.
6. Speak audibly and express thoughts, feelings, and ideas clearly.	6. Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 on page 26 for specific expectations.)	6. Produce complete sentences when appropriate to task and situation in order to provide requested detail or clarification. (See grade 2 Language standards 1 and 3 on pages 26 and 27 for specific expectations.)

Speaking and Listening Standards K–5

SL

Grade 3 students:	Grade 4 students:	Grade 5 students:
Comprehension and Collaboration		
1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 3 topics and texts*, building on others' ideas and expressing their own clearly. a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion. b. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion). c. Ask questions to check understanding of information presented, stay on topic, and link their comments to the remarks of others. d. Explain their own ideas and understanding in light of the discussion.	1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 4 topics and texts*, building on others' ideas and expressing their own clearly. a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion. b. Follow agreed-upon rules for discussions and carry out assigned roles. c. Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others. d. Review the key ideas expressed and explain their own ideas and understanding in light of the discussion.	1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 5 topics and texts*, building on others' ideas and expressing their own clearly. a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion. b. Follow agreed-upon rules for discussions and carry out assigned roles. c. Pose and respond to specific questions by making comments that contribute to the discussion and elaborate on the remarks of others. d. Review the key ideas expressed and draw conclusions in light of information and knowledge gained from the discussions.
2. Determine the main ideas and supporting details of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.	2. Paraphrase portions of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.	2. Summarize a written text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.
3. Ask and answer questions about information from a speaker, offering appropriate elaboration and detail.	3. Identify the reasons and evidence a speaker provides to support particular points.	3. Summarize the points a speaker makes and explain how each claim is supported by reasons and evidence.
Presentation of Knowledge and Ideas		
4. Report on a topic or text, tell a story, or recount an experience with appropriate facts and relevant, descriptive details, speaking clearly at an understandable pace.	4. Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.	4. Report on a topic or text or present an opinion, sequencing ideas logically and using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.
5. Create engaging audio recordings of stories or poems that demonstrate fluid reading at an understandable pace; add visual displays when appropriate to emphasize or enhance certain facts or details.	5. Add audio recordings and visual displays to presentations when appropriate to enhance the development of main ideas or themes.	5. Include multimedia components (e.g., graphics, sound) and visual displays in presentations when appropriate to enhance the development of main ideas or themes.
6. Speak in complete sentences when appropriate to task and situation in order to provide requested detail or clarification. (See grade 3 Language standards 1 and 3 on pages 28 and 29 for specific expectations.)	6. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation. (See grade 4 Language standards 1 on pages 28 and 29 for specific expectations.)	6. Adapt speech to a variety of contexts and tasks, using formal English when appropriate to task and situation. (See grade 5 Language standards 1 and 3 on pages 28 and 29 for specific expectations.)

College and Career Readiness Anchor Standards for Language

The K–5 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Conventions of Standard English

1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

Knowledge of Language

3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

Vocabulary Acquisition and Use

4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases by using context clues, analyzing meaningful word parts, and consulting general and specialized reference materials, as appropriate.
5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.
6. Acquire and use accurately a range of general academic and domain-specific words and phrases sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when encountering an unknown term important to comprehension or expression.

Note on range and content of student language use

To build a foundation for college and career readiness in language, students must gain control over many conventions of standard English grammar, usage, and mechanics as well as learn other ways to use language to convey meaning effectively. They must also be able to determine or clarify the meaning of grade-appropriate words encountered through listening, reading, and media use; come to appreciate that words have nonliteral meanings, shadings of meaning, and relationships to other words; and expand their vocabulary in the course of studying content. The inclusion of Language standards in their own strand should not be taken as an indication that skills related to conventions, effective language use, and vocabulary are unimportant to reading, writing, speaking, and listening; indeed, they are inseparable from such contexts.

Language Standards K–5

L

The following standards for grades K–5 offer a focus for instruction each year to help ensure that students gain adequate mastery of a range of skills and applications. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.* Beginning in grade 3, skills and understandings that are particularly likely to require continued attention in higher grades as they are applied to increasingly sophisticated writing and speaking are marked with an asterisk (*). See the table on page 30 for a complete list and Appendix A for an example of how these skills develop in sophistication.

Kindergartners:	Grade 1 students:	Grade 2 students:
Conventions of Standard English		
1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Print many upper- and lowercase letters. b. Use frequently occurring nouns and verbs. c. Form regular plural nouns orally by adding /s/ or /es/ (e.g., *dog, dogs*; *wish, wishes*). d. Understand and use question words (interrogatives) (e.g., *who, what, where, when, why, how*). e. Use the most frequently occurring prepositions (e.g., *to, from, in, out, on, off, for, of, by, with*). f. Produce and expand complete sentences in shared language activities.	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Print all upper- and lowercase letters. b. Use common, proper, and possessive nouns. c. Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops*; *We hop*). d. Use personal, possessive, and indefinite pronouns (e.g., *I, me, my; they, them, their; anyone, everything*). e. Use verbs to convey a sense of past, present, and future (e.g., Y*esterday I walked home; Today I walk home; Tomorrow I will walk home*). f. Use frequently occurring adjectives. g. Use frequently occurring conjunctions (e.g., *and, but, or, so, because*). h. Use determiners (e.g., articles, demonstratives). i. Use frequently occurring prepositions (e.g., *during, beyond, toward*). j. Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts.	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Use collective nouns (e.g., *group*). b. Form and use frequently occurring irregular plural nouns (e.g., *feet, children, teeth, mice, fish*). c. Use reflexive pronouns (e.g., *myself, ourselves*). d. Form and use the past tense of frequently occurring irregular verbs (e.g., *sat, hid, told*). e. Use adjectives and adverbs, and choose between them depending on what is to be modified. f. Produce, expand, and rearrange complete simple and compound sentences (e.g., *The boy watched the movie; The little boy watched the movie; The action movie was watched by the little boy*).
2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Capitalize the first word in a sentence and the pronoun *I*. b. Recognize and name end punctuation. c. Write a letter or letters for most consonant and short-vowel sounds (phonemes). d. Spell simple words phonetically, drawing on knowledge of sound-letter relationships.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Capitalize dates and names of people. b. Use end punctuation for sentences. c. Use commas in dates and to separate single words in a series. d. Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words. e. Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Capitalize holidays, product names, and geographic names. b. Use commas in greetings and closings of letters. c. Use an apostrophe to form contractions and frequently occurring possessives. d. Generalize learned spelling patterns when writing words (e.g., cage → badge; boy → boil). e. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.

Language Standards K–5

L

Kindergartners:	Grade 1 students:	Grade 2 students:
Knowledge of Language		
3. (Begins in grade 2)	3. (Begins in grade 2)	3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Compare formal and informal uses of English.
Vocabulary Acquisition and Use		
4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *kindergarten reading and content.* a. Identify new meanings for familiar words and apply them accurately (e.g., knowing *duck* is a bird and learning the verb *to duck*). b. Use the most frequently occurring inflections and affixes (e.g., *-ed*, *-s*, *re-*, *un-*, *pre-*, *-ful*, *-less*) as a clue to the meaning of an unknown word.	4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 1 reading and content*, choosing flexibly from an array of strategies. a. Use sentence-level context as a clue to the meaning of a word or phrase. b. Use frequently occurring affixes as a clue to the meaning of a word. c. Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks*, *looked*, *looking*).	4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 2 reading and content*, choosing flexibly from an array of strategies. a. Use sentence-level context as a clue to the meaning of a word or phrase. b. Determine the meaning of the new word formed when a known prefix is added to a known word (e.g., *happy/unhappy*, *tell/retell*). c. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., *addition*, *additional*). d. Use knowledge of the meaning of individual words to predict the meaning of compound words (e.g., *birdhouse, lighthouse, housefly; bookshelf, notebook, bookmark*). e. Use glossaries and beginning dictionaries, both print and digital, to determine or clarify the meaning of words and phrases.
5. With guidance and support from adults, explore word relationships and nuances in word meanings. a. Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent. b. Demonstrate understanding of frequently occurring verbs and adjectives by relating them to their opposites (antonyms). c. Identify real-life connections between words and their use (e.g., note places at school that are *colorful*). d. Distinguish shades of meaning among verbs describing the same general action (e.g., *walk, march, strut, prance*) by acting out the meanings.	5. With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings. a. Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent. b. Define words by category and by one or more key attributes (e.g., a *duck* is a bird that swims; a *tiger* is a large cat with stripes). c. Identify real-life connections between words and their use (e.g., note places at home that are *cozy*). d. Distinguish shades of meaning among verbs differing in manner (e.g., *look, peek, glance, stare, glare, scowl*) and adjectives differing in intensity (e.g., *large, gigantic*) by defining or choosing them or by acting out the meanings.	5. Demonstrate understanding of word relationships and nuances in word meanings. a. Identify real-life connections between words and their use (e.g., describe foods that are *spicy* or *juicy*). b. Distinguish shades of meaning among closely related verbs (e.g., *toss, throw, hurl*) and closely related adjectives (e.g., *thin, slender, skinny, scrawny*).
6. Use words and phrases acquired through conversations, reading and being read to, and responding to texts.	6. Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using frequently occurring conjunctions to signal simple relationships (e.g., *because*).	6. Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using adjectives and adverbs to describe (e.g., *When other kids are happy that makes me happy*).

Language Standards K–5

L

Grade 3 students:	Grade 4 students:	Grade 5 students:
Conventions of Standard English		
1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Explain the function of nouns, pronouns, verbs, adjectives, and adverbs in general and their functions in particular sentences. b. Form and use regular and irregular plural nouns. c. Use abstract nouns (e.g., *childhood*). d. Form and use regular and irregular verbs. e. Form and use the simple (e.g., *I walked; I walk; I will walk*) verb tenses. f. Ensure subject-verb and pronoun-antecedent agreement.* g. Form and use comparative and superlative adjectives and adverbs, and choose between them depending on what is to be modified. h. Use coordinating and subordinating conjunctions. i. Produce simple, compound, and complex sentences.	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Use relative pronouns (*who, whose, whom, which, that*) and relative adverbs (*where, when, why*). b. Form and use the progressive (e.g., *I was walking; I am walking; I will be walking*) verb tenses. c. Use modal auxiliaries (e.g., *can, may, must*) to convey various conditions. d. Order adjectives within sentences according to conventional patterns (e.g., *a small red bag* rather than *a red small bag*). e. Form and use prepositional phrases. f. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons.* g. Correctly use frequently confused words (e.g., *to, too, two; there, their*).*	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Explain the function of conjunctions, prepositions, and interjections in general and their function in particular sentences. b. Form and use the perfect (e.g., *I had walked; I have walked; I will have walked*) verb tenses. c. Use verb tense to convey various times, sequences, states, and conditions. d. Recognize and correct inappropriate shifts in verb tense.* e. Use correlative conjunctions (e.g., *either/or, neither/nor*).
2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Capitalize appropriate words in titles. b. Use commas in addresses. c. Use commas and quotation marks in dialogue. d. Form and use possessives. e. Use conventional spelling for high-frequency and other studied words and for adding suffixes to base words (e.g., *sitting, smiled, cries, happiness*). f. Use spelling patterns and generalizations (e.g., word families, position-based spellings, syllable patterns, ending rules, meaningful word parts) in writing words. g. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Use correct capitalization. b. Use commas and quotation marks to mark direct speech and quotations from a text. c. Use a comma before a coordinating conjunction in a compound sentence. d. Spell grade-appropriate words correctly, consulting references as needed.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Use punctuation to separate items in a series.* b. Use a comma to separate an introductory element from the rest of the sentence. c. Use a comma to set off the words *yes* and *no* (e.g., *Yes, thank you*), to set off a tag question from the rest of the sentence (e.g., *It's true, isn't it?*), and to indicate direct address (e.g., *Is that you, Steve?*). d. Use underlining, quotation marks, or italics to indicate titles of works. e. Spell grade-appropriate words correctly, consulting references as needed.

Language Standards K–5

L

Grade 3 students:	Grade 4 students:	Grade 5 students:
Knowledge of Language		
3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Choose words and phrases for effect.* b. Recognize and observe differences between the conventions of spoken and written standard English.	3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Choose words and phrases to convey ideas precisely.* b. Choose punctuation for effect.* c. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion).	3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Expand, combine, and reduce sentences for meaning, reader/listener interest, and style. b. Compare and contrast the varieties of English (e.g., dialects, registers) used in stories, dramas, or poems.
Vocabulary Acquisition and Use		
4. Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on *grade 3 reading and content,* choosing flexibly from a range of strategies. a. Use sentence-level context as a clue to the meaning of a word or phrase. b. Determine the meaning of the new word formed when a known affix is added to a known word (e.g., *agreeable/disagreeable, comfortable/uncomfortable, care/careless, heat/preheat*). c. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., *company, companion*). d. Use glossaries or beginning dictionaries, both print and digital, to determine or clarify the precise meaning of key words and phrases.	4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 4 reading and content,* choosing flexibly from a range of strategies. a. Use context (e.g., definitions, examples, or restatements in text) as a clue to the meaning of a word or phrase. b. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g., *telegraph, photograph, autograph*). c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases.	4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 5 reading and content,* choosing flexibly from a range of strategies. a. Use context (e.g., cause/effect relationships and comparisons in text) as a clue to the meaning of a word or phrase. b. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g., *photograph, photosynthesis*). c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases.
5. Demonstrate understanding of word relationships and nuances in word meanings. a. Distinguish the literal and nonliteral meanings of words and phrases in context (e.g., *take steps*). b. Identify real-life connections between words and their use (e.g., describe people who are *friendly* or *helpful*). c. Distinguish shades of meaning among related words that describe states of mind or degrees of certainty (e.g., *knew, believed, suspected, heard, wondered*).	5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Explain the meaning of simple similes and metaphors (e.g., *as pretty as a picture*) in context. b. Recognize and explain the meaning of common idioms, adages, and proverbs. c. Demonstrate understanding of words by relating them to their opposites (antonyms) and to words with similar but not identical meanings (synonyms).	5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Interpret figurative language, including similes and metaphors, in context. b. Recognize and explain the meaning of common idioms, adages, and proverbs. c. Use the relationship between particular words (e.g., synonyms, antonyms, homographs) to better understand each of the words.
6. Acquire and use accurately grade-appropriate conversational, general academic, and domain-specific words and phrases, including those that signal spatial and temporal relationships (e.g., *After dinner that night we went looking for them*).	6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal precise actions, emotions, or states of being (e.g., *quizzed, whined, stammered*) and that are basic to a particular topic (e.g., *wildlife, conservation,* and *endangered* when discussing animal preservation).	6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal contrast, addition, and other logical relationships (e.g., *however, although, nevertheless, similarly, moreover, in addition*).

Language Progressive Skills, by Grade

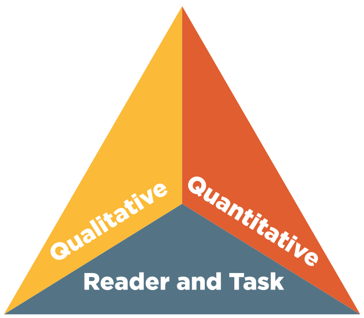
The following skills, marked with an asterisk (*) in Language standards 1–3, are particularly likely to require continued attention in higher grades as they are applied to increasingly sophisticated writing and speaking.

Standard	Grade(s)							
	3	4	5	6	7	8	9–10	11–12
L.3.1f. Ensure subject-verb and pronoun-antecedent agreement.								
L.3.3a. Choose words and phrases for effect.								
L.4.1f. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons.								
L.4.1g. Correctly use frequently confused words (e.g., *to/too/two; there/their*).								
L.4.3a. Choose words and phrases to convey ideas precisely.*								
L.4.3b. Choose punctuation for effect.								
L.5.1d. Recognize and correct inappropriate shifts in verb tense.								
L.5.2a. Use punctuation to separate items in a series.†								
L.6.1c. Recognize and correct inappropriate shifts in pronoun number and person.								
L.6.1d. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).								
L.6.1e. Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language.								
L.6.2a. Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements.								
L.6.3a. Vary sentence patterns for meaning, reader/listener interest, and style.‡								
L.6.3b. Maintain consistency in style and tone.								
L.7.1c. Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers.								
L.7.3a. Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.								
L.8.1d. Recognize and correct inappropriate shifts in verb voice and mood.								
L.9–10.1a. Use parallel structure.								

*Subsumed by L.7.3a
†Subsumed by L.9–10.1a
‡Subsumed by L.11–12.3a

Standard 10: Range, Quality, and Complexity of Student Reading K–5

Measuring Text Complexity: Three Factors



Qualitative evaluation of the text: Levels of meaning, structure, language conventionality and clarity, and knowledge demands

Quantitative evaluation of the text: Readability measures and other scores of text complexity

Matching reader to text and task: Reader variables (such as motivation, knowledge, and experiences) and task variables (such as purpose and the complexity generated by the task assigned and the questions posed)

Note: More detailed information on text complexity and how it is measured is contained in Appendix A.

Range of Text Types for K–5

Students in K–5 apply the Reading standards to the following range of text types, with texts selected from a broad range of cultures and periods.

Literature			Informational Text
Stories	Dramas	Poetry	Literary Nonfiction and Historical, Scientific, and Technical Texts
Includes children's adventure stories, folktales, legends, fables, fantasy, realistic fiction, and myth	Includes staged dialogue and brief familiar scenes	Includes nursery rhymes and the subgenres of the narrative poem, limerick, and free verse poem	Includes biographies and autobiographies; books about history, social studies, science, and the arts; technical texts, including directions, forms, and information displayed in graphs, charts, or maps; and digital sources on a range of topics

* Read-aloud
** Read-along

Texts Illustrating the Complexity, Quality, and Range of Student Reading K–5

	Literature: Stories, Drama, Poetry	Informational Texts: Literary Nonfiction and Historical, Scientific, and Technical Texts
K*	▪ *Over in the Meadow* by John Langstaff (traditional) (c1800)* ▪ *A Boy, a Dog, and a Frog* by Mercer Mayer (1967) ▪ *Pancakes for Breakfast* by Tomie DePaola (1978) ▪ *A Story, A Story* by Gail E. Haley (1970)* ▪ *Kitten's First Full Moon* by Kevin Henkes (2004)*	▪ *My Five Senses* by Aliki (1962)** ▪ *Truck* by Donald Crews (1980) ▪ *I Read Signs* by Tana Hoban (1987) ▪ *What Do You Do With a Tail Like This?* by Steve Jenkins and Robin Page (2003)* ▪ *Amazing Whales!* by Sarah L. Thomson (2005)*
1*	▪ "Mix a Pancake" by Christina G. Rossetti (1893)** ▪ *Mr. Popper's Penguins* by Richard Atwater (1938)* ▪ *Little Bear* by Else Holmelund Minarik, illustrated by Maurice Sendak (1957)** ▪ *Frog and Toad Together* by Arnold Lobel (1971)** ▪ *Hi! Fly Guy* by Tedd Arnold (2006)	▪ *A Tree Is a Plant* by Clyde Robert Bulla, illustrated by Stacey Schuett (1960)** ▪ *Starfish* by Edith Thacher Hurd (1962) ▪ *Follow the Water from Brook to Ocean* by Arthur Dorros (1991)** ▪ *From Seed to Pumpkin* by Wendy Pfeffer, illustrated by James Graham Hale (2004)* ▪ *How People Learned to Fly* by Fran Hodgkins and True Kelley (2007)*
2–3	▪ "Who Has Seen the Wind?" by Christina G. Rossetti (1893) ▪ *Charlotte's Web* by E. B. White (1952)* ▪ *Sarah, Plain and Tall* by Patricia MacLachlan (1985) ▪ *Tops and Bottoms* by Janet Stevens (1995) ▪ *Poppleton in Winter* by Cynthia Rylant, illustrated by Mark Teague (2001)	▪ *A Medieval Feast* by Aliki (1983) ▪ *From Seed to Plant* by Gail Gibbons (1991) ▪ *The Story of Ruby Bridges* by Robert Coles (1995)* ▪ *A Drop of Water: A Book of Science and Wonder* by Walter Wick (1997) ▪ *Moonshot: The Flight of Apollo 11* by Brian Floca (2009)
4–5	▪ *Alice's Adventures in Wonderland* by Lewis Carroll (1865) ▪ "Casey at the Bat" by Ernest Lawrence Thayer (1888) ▪ *The Black Stallion* by Walter Farley (1941) ▪ "Zlateh the Goat" by Isaac Bashevis Singer (1984) ▪ *Where the Mountain Meets the Moon* by Grace Lin (2009)	▪ *Discovering Mars: The Amazing Story of the Red Planet* by Melvin Berger (1992) ▪ *Hurricanes: Earth's Mightiest Storms* by Patricia Lauber (1996) ▪ *A History of US* by Joy Hakim (2005) ▪ *Horses* by Seymour Simon (2006) ▪ *Quest for the Tree Kangaroo: An Expedition to the Cloud Forest of New Guinea* by Sy Montgomery (2006)

Note: Given space limitations, the illustrative texts listed above are meant only to show individual titles that are representative of a wide range of topics and genres. (See Appendix B for excerpts of these and other texts illustrative of K–5 text complexity, quality, and range.) At a curricular or instructional level, within and across grade levels, texts need to be selected around topics or themes that generate knowledge and allow students to study those topics or themes in depth. On the next page is an example of progressions of texts building knowledge across grade levels.

*Children at the kindergarten and grade 1 levels should be expected to read texts independently that have been specifically written to correlate to their reading level and their word knowledge. Many of the titles listed above are meant to supplement carefully structured independent reading with books to read along with a teacher or that are read aloud to students to build knowledge and cultivate a joy in reading.

Staying on Topic Within a Grade and Across Grades: How to Build Knowledge Systematically in English Language Arts K–5

Building knowledge systematically in English language arts is like giving children various pieces of a puzzle in each grade that, over time, will form one big picture. At a curricular or instructional level, texts—within and across grade levels—need to be selected around topics or themes that systematically develop the knowledge base of students. Within a grade level, there should be an adequate number of titles on a single topic that would allow children to study that topic for a sustained period. The knowledge children have learned about particular topics in early grade levels should then be expanded and developed in subsequent grade levels to ensure an increasingly deeper understanding of these topics. Children in the upper elementary grades will generally be expected to read these texts independently and reflect on them in writing. However, children in the early grades (particularly K–2) should participate in rich, structured conversations with an adult in response to the written texts that are read aloud, orally comparing and contrasting as well as analyzing and synthesizing, in the manner called for by the *Standards*.

Preparation for reading complex informational texts should begin at the very earliest elementary school grades. What follows is one example that uses domain-specific nonfiction titles across grade levels to illustrate how curriculum designers and classroom teachers can infuse the English language arts block with rich, age-appropriate content knowledge and vocabulary in history/social studies, science, and the arts. Having students listen to informational read-alouds in the early grades helps lay the necessary foundation for students' reading and understanding of increasingly complex texts on their own in subsequent grades.

Exemplar Texts on a Topic Across Grades	K	1	2–3	4–5
The Human Body **Students can begin learning about the human body starting in kindergarten and then review and extend their learning during each subsequent grade.**	**The five senses and associated body parts** • *My Five Senses* by Aliki (1989) • *Hearing* by Maria Rius (1985) • *Sight* by Maria Rius (1985) • *Smell* by Maria Rius (1985) • *Taste* by Maria Rius (1985) • *Touch* by Maria Rius (1985) **Taking care of your body: Overview (hygiene, diet, exercise, rest)** • *My Amazing Body: A First Look at Health & Fitness* by Pat Thomas (2001) • *Get Up and Go!* by Nancy Carlson (2008) • *Go Wash Up* by Doering Tourville (2008) • *Sleep* by Paul Showers (1997) • *Fuel the Body* by Doering Tourville (2008)	**Introduction to the systems of the human body and associated body parts** • *Under Your Skin: Your Amazing Body* by Mick Manning (2007) • *Me and My Amazing Body* by Joan Sweeney (1999) • *The Human Body* by Gallimard Jeunesse (2007) • *The Busy Body Book* by Lizzy Rockwell (2008) • *First Encyclopedia of the Human Body* by Fiona Chandler (2004) **Taking care of your body: Germs, diseases, and preventing illness** • *Germs Make Me Sick* by Marilyn Berger (1995) • *Tiny Life on Your Body* by Christine Taylor-Butler (2005) • *Germ Stories* by Arthur Kornberg (2007) • *All About Scabs* by GenichiroYagu (1998)	**Digestive and excretory systems** • *What Happens to a Hamburger* by Paul Showers (1985) • *The Digestive System* by Christine Taylor-Butler (2008) • *The Digestive System* by Rebecca L. Johnson (2006) • *The Digestive System* by Kristin Petrie (2007) **Taking care of your body: Healthy eating and nutrition** • *Good Enough to Eat* by Lizzy Rockwell (1999) • *Showdown at the Food Pyramid* by Rex Barron (2004) **Muscular, skeletal, and nervous systems** • *The Mighty Muscular and Skeletal Systems* Crabtree Publishing (2009) • *Muscles* by Seymour Simon (1998) • *Bones* by Seymour Simon (1998) • *The Astounding Nervous System* Crabtree Publishing (2009) • *The Nervous System* by Joelle Riley (2004)	**Circulatory system** • *The Heart* by Seymour Simon (2006) • *The Heart and Circulation* by Carol Ballard (2005) • *The Circulatory System* by Kristin Petrie (2007) • *The Amazing Circulatory System* by John Burstein (2009) **Respiratory system** • *The Lungs* by Seymour Simon (2007) • *The Respiratory System* by Susan Glass (2004) • *The Respiratory System* by Kristin Petrie (2007) • *The Remarkable Respiratory System* by John Burstein (2009) **Endocrine system** • *The Endocrine System* by Rebecca Olien (2006) • *The Exciting Endocrine System* by John Burstein (2009)

STANDARDS FOR

English Language Arts

6–12

College and Career Readiness Anchor Standards for Reading

The grades 6–12 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.
3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

Craft and Structure

4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone.
5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole.
6. Assess how point of view or purpose shapes the content and style of a text.

Integration of Knowledge and Ideas

7. Integrate and evaluate content presented in diverse formats and media, including visually and quantitatively, as well as in words.*
8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence.
9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Range of Reading and Level of Text Complexity

10. Read and comprehend complex literary and informational texts independently and proficiently.

*Please see "Research to Build Knowledge" in Writing and "Comprehension and Collaboration" in Speaking and Listening for additional standards relevant to gathering, assessing, and applying information from print and digital sources.

Note on range and content of student reading

To become college and career ready, students must grapple with works of exceptional craft and thought whose range extends across genres, cultures, and centuries. Such works offer profound insights into the human condition and serve as models for students' own thinking and writing. Along with high-quality contemporary works, these texts should be chosen from among seminal U.S. documents, the classics of American literature, and the timeless dramas of Shakespeare. Through wide and deep reading of literature and literary nonfiction of steadily increasing sophistication, students gain a reservoir of literary and cultural knowledge, references, and images; the ability to evaluate intricate arguments; and the capacity to surmount the challenges posed by complex texts.

Reading Standards for Literature 6–12

RL

The following standards offer a focus for instruction each year and help ensure that students gain adequate exposure to a range of texts and tasks. Rigor is also infused through the requirement that students read increasingly complex texts through the grades. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.*

Grade 6 students:	Grade 7 students:	Grade 8 students:
Key Ideas and Details		
1. Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.
2. Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.	2. Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.	2. Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.
3. Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.	3. Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).	3. Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.
Craft and Structure		
4. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone.	4. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.	4. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.
5. Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.	5. Analyze how a drama's or poem's form or structure (e.g., soliloquy, sonnet) contributes to its meaning.	5. Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style.
6. Explain how an author develops the point of view of the narrator or speaker in a text.	6. Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.	6. Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor.

Reading Standards for Literature 6–12

RL

Grade 6 students:	Grade 7 students:	Grade 8 students:
Integration of Knowledge and Ideas		
7. Compare and contrast the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they "see" and "hear" when reading the text to what they perceive when they listen or watch.	7. Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version, analyzing the effects of techniques unique to each medium (e.g., lighting, sound, color, or camera focus and angles in a film).	7. Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.
8. (Not applicable to literature)	8. (Not applicable to literature)	8. (Not applicable to literature)
9. Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.	9. Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history.	9. Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new.
Range of Reading and Level of Text Complexity		
10. By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.	10. By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.	10. By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently.

Reading Standards for Literature 6–12

RL

The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details	
1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
2. Determine a theme or central idea of a text and analyze in detail its development over the course of the text, including how it emerges and is shaped and refined by specific details; provide an objective summary of the text.	2. Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account; provide an objective summary of the text.
3. Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme.	3. Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
Craft and Structure	
4. Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the cumulative impact of specific word choices on meaning and tone (e.g., how the language evokes a sense of time and place; how it sets a formal or informal tone).	4. Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.)
5. Analyze how an author's choices concerning how to structure a text, order events within it (e.g., parallel plots), and manipulate time (e.g., pacing, flashbacks) create such effects as mystery, tension, or surprise.	5. Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.
6. Analyze a particular point of view or cultural experience reflected in a work of literature from outside the United States, drawing on a wide reading of world literature.	6. Analyze a case in which grasping point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).
Integration of Knowledge and Ideas	
7. Analyze the representation of a subject or a key scene in two different artistic mediums, including what is emphasized or absent in each treatment (e.g., Auden's "Musée des Beaux Arts" and Breughel's *Landscape with the Fall of Icarus*).	7. Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)
8. (Not applicable to literature)	8. (Not applicable to literature)
9. Analyze how an author draws on and transforms source material in a specific work (e.g., how Shakespeare treats a theme or topic from Ovid or the Bible or how a later author draws on a play by Shakespeare).	9. Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.
Range of Reading and Level of Text Complexity	
10. By the end of grade 9, read and comprehend literature, including stories, dramas, and poems, in the grades 9–10 text complexity band proficiently, with scaffolding as needed at the high end of the range. By the end of grade 10, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 9–10 text complexity band independently and proficiently.	10. By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range. By the end of grade 12, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11–CCR text complexity band independently and proficiently.

Reading Standards for Informational Text 6–12

RI

Grade 6 students:	Grade 7 students:	Grade 8 students:
Key Ideas and Details		
1. Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.
2. Determine a central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.	2. Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.	2. Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text.
3. Analyze in detail how a key individual, event, or idea is introduced, illustrated, and elaborated in a text (e.g., through examples or anecdotes).	3. Analyze the interactions between individuals, events, and ideas in a text (e.g., how ideas influence individuals or events, or how individuals influence ideas or events).	3. Analyze how a text makes connections among and distinctions between individuals, ideas, or events (e.g., through comparisons, analogies, or categories).
Craft and Structure		
4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.	4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of a specific word choice on meaning and tone.	4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.
5. Analyze how a particular sentence, paragraph, chapter, or section fits into the overall structure of a text and contributes to the development of the ideas.	5. Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to the development of the ideas.	5. Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.
6. Determine an author's point of view or purpose in a text and explain how it is conveyed in the text.	6. Determine an author's point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.	6. Determine an author's point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.
Integration of Knowledge and Ideas		
7. Integrate information presented in different media or formats (e.g., visually, quantitatively) as well as in words to develop a coherent understanding of a topic or issue.	7. Compare and contrast a text to an audio, video, or multimedia version of the text, analyzing each medium's portrayal of the subject (e.g., how the delivery of a speech affects the impact of the words).	7. Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic or idea.
8. Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not.	8. Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.	8. Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced.
9. Compare and contrast one author's presentation of events with that of another (e.g., a memoir written by and a biography on the same person).	9. Analyze how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.	9. Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation.
Range of Reading and Level of Text Complexity		
10. By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.	10. By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.	10. By the end of the year, read and comprehend literary nonfiction at the high end of the grades 6–8 text complexity band independently and proficiently.

Reading Standards for Informational Text 6–12

RI

The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details	
1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
2. Determine a central idea of a text and analyze its development over the course of the text, including how it emerges and is shaped and refined by specific details; provide an objective summary of the text.	2. Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.
3. Analyze how the author unfolds an analysis or series of ideas or events, including the order in which the points are made, how they are introduced and developed, and the connections that are drawn between them.	3. Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.
Craft and Structure	
4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the cumulative impact of specific word choices on meaning and tone (e.g., how the language of a court opinion differs from that of a newspaper).	4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines *faction* in *Federalist* No. 10).
5. Analyze in detail how an author's ideas or claims are developed and refined by particular sentences, paragraphs, or larger portions of a text (e.g., a section or chapter).	5. Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.
6. Determine an author's point of view or purpose in a text and analyze how an author uses rhetoric to advance that point of view or purpose.	6. Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness, or beauty of the text.
Integration of Knowledge and Ideas	
7. Analyze various accounts of a subject told in different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account.	7. Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.
8. Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is valid and the evidence is relevant and sufficient; identify false statements and fallacious reasoning.	8. Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning (e.g., in U.S. Supreme Court majority opinions and dissents) and the premises, purposes, and arguments in works of public advocacy (e.g., *The Federalist,* presidential addresses).
9. Analyze seminal U.S. documents of historical and literary significance (e.g., Washington's Farewell Address, the Gettysburg Address, Roosevelt's Four Freedoms speech, King's "Letter from Birmingham Jail"), including how they address related themes and concepts.	9. Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln's Second Inaugural Address) for their themes, purposes, and rhetorical features.
Range of Reading and Level of Text Complexity	
10. By the end of grade 9, read and comprehend literary nonfiction in the grades 9–10 text complexity band proficiently, with scaffolding as needed at the high end of the range. By the end of grade 10, read and comprehend literary nonfiction at the high end of the grades 9–10 text complexity band independently and proficiently.	10. By the end of grade 11, read and comprehend literary nonfiction in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range. By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11–CCR text complexity band independently and proficiently.

College and Career Readiness Anchor Standards for Writing

The grades 6–12 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Text Types and Purposes*

1. Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.
2. Write informative/explanatory texts to examine and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.
3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

Production and Distribution of Writing

4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
6. Use technology, including the Internet, to produce and publish writing and to interact and collaborate with others.

Research to Build and Present Knowledge

7. Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation.
8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism.
9. Draw evidence from literary or informational texts to support analysis, reflection, and research.

Range of Writing

10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

*These broad types of writing include many subgenres. See Appendix A for definitions of key writing types.

Note on range and content of student writing

For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying what they have experienced, imagined, thought, and felt. To be college- and career-ready writers, students must take task, purpose, and audience into careful consideration, choosing words, information, structures, and formats deliberately. They need to know how to combine elements of different kinds of writing—for example, to use narrative strategies within argument and explanation within narrative—to produce complex and nuanced writing. They need to be able to use technology strategically when creating, refining, and collaborating on writing. They have to become adept at gathering information, evaluating sources, and citing material accurately, reporting findings from their research and analysis of sources in a clear and cogent manner. They must have the flexibility, concentration, and fluency to produce high-quality first-draft text under a tight deadline as well as the capacity to revisit and make improvements to a piece of writing over multiple drafts when circumstances encourage or require it.

Writing Standards 6–12

W

The following standards for grades 6–12 offer a focus for instruction each year to help ensure that students gain adequate mastery of a range of skills and applications. Each year in their writing, students should demonstrate increasing sophistication in all aspects of language use, from vocabulary and syntax to the development and organization of ideas, and they should address increasingly demanding content and sources. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.* The expected growth in student writing ability is reflected both in the standards themselves and in the collection of annotated student writing samples in Appendix C.

Grade 6 students:	Grade 7 students:	Grade 8 students:
Text Types and Purposes		
1. Write arguments to support claims with clear reasons and relevant evidence. a. Introduce claim(s) and organize the reasons and evidence clearly. b. Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text. c. Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons. d. Establish and maintain a formal style. e. Provide a concluding statement or section that follows from the argument presented.	1. Write arguments to support claims with clear reasons and relevant evidence. a. Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically. b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text. c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence. d. Establish and maintain a formal style. e. Provide a concluding statement or section that follows from and supports the argument presented.	1. Write arguments to support claims with clear reasons and relevant evidence. a. Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically. b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text. c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence. d. Establish and maintain a formal style. e. Provide a concluding statement or section that follows from and supports the argument presented.
2. Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. a. Introduce a topic; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate transitions to clarify the relationships among ideas and concepts. d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Establish and maintain a formal style. f. Provide a concluding statement or section that follows from the information or explanation presented.	2. Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts. d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Establish and maintain a formal style. f. Provide a concluding statement or section that follows from and supports the information or explanation presented.	2. Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts. d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Establish and maintain a formal style. f. Provide a concluding statement or section that follows from and supports the information or explanation presented.

Writing Standards 6–12

W

Grade 6 students:	Grade 7 students:	Grade 8 students:
Text Types and Purposes (continued)		
3. Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. a. Engage and orient the reader by establishing a context and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters. c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another. d. Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events. e. Provide a conclusion that follows from the narrated experiences or events.	3. Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters. c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another. d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events. e. Provide a conclusion that follows from and reflects on the narrated experiences or events.	3. Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. b. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters. c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events. d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events. e. Provide a conclusion that follows from and reflects on the narrated experiences or events.
Production and Distribution of Writing		
4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)	4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)	4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)
5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 6 on page 52.)	5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 7 on page 52.)	5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 8 on page 52.)
6. Use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.	6. Use technology, including the Internet, to produce and publish writing and link to and cite sources as well as to interact and collaborate with others, including linking to and citing sources.	6. Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas efficiently as well as to interact and collaborate with others.

Writing Standards 6–12

W

Grade 6 students:	Grade 7 students:	Grade 8 students:
Research to Build and Present Knowledge		
7. Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate.	7. Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation.	7. Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.
8. Gather relevant information from multiple print and digital sources; assess the credibility of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and providing basic bibliographic information for sources.	8. Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.	8. Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.
9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grade 6 Reading standards* to literature (e.g., "Compare and contrast texts in different forms or genres [e.g., stories and poems; historical novels and fantasy stories] in terms of their approaches to similar themes and topics"). b. Apply *grade 6 Reading standards* to literary nonfiction (e.g., "Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not").	9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grade 7 Reading standards* to literature (e.g., "Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history"). b. Apply *grade 7 Reading standards* to literary nonfiction (e.g. "Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims").	9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grade 8 Reading standards* to literature (e.g., "Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new"). b. Apply *grade 8 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced").
Range of Writing		
10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

Writing Standards 6–12

W

The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 9–10 students:	Grades 11–12 students:
Text Types and Purposes	
1. Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. a. Introduce precise claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that establishes clear relationships among claim(s), counterclaims, reasons, and evidence. b. Develop claim(s) and counterclaims fairly, supplying evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level and concerns. c. Use words, phrases, and clauses to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims. d. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. e. Provide a concluding statement or section that follows from and supports the argument presented.	1. Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. a. Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence. b. Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases. c. Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims. d. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. e. Provide a concluding statement or section that follows from and supports the argument presented.
2. Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. a. Introduce a topic; organize complex ideas, concepts, and information to make important connections and distinctions; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with well-chosen, relevant, and sufficient facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic. c. Use appropriate and varied transitions to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts. d. Use precise language and domain-specific vocabulary to manage the complexity of the topic. e. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. f. Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).	2. Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. a. Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension. b. Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic. c. Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts. d. Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic. e. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. f. Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).

Writing Standards 6–12

W

Grades 9–10 students:	Grades 11–12 students:
Text Types and Purposes (continued)	
3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. a. Engage and orient the reader by setting out a problem, situation, or observation, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events. b. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters. c. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole. d. Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters. e. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.	3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. a. Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events. b. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters. c. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution). d. Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters. e. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.
Production and Distribution of Writing	
4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)	4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)
5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grades 9–10 on page 54.)	5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grades 11–12 on page 54.)
6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.	6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.
Research to Build and Present Knowledge	
7. Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.	7. Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
8. Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the usefulness of each source in answering the research question; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and following a standard format for citation.	8. Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

Writing Standards 6–12

W

Grades 9–10 students:	Grades 11–12 students:
Research to Build and Present Knowledge (continued)	
9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grades 9–10 Reading standards* to literature (e.g., "Analyze how an author draws on and transforms source material in a specific work [e.g., how Shakespeare treats a theme or topic from Ovid or the Bible or how a later author draws on a play by Shakespeare]"). b. Apply *grades 9–10 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is valid and the evidence is relevant and sufficient; identify false statements and fallacious reasoning").	9. Draw evidence from literary or informational texts to support analysis, reflection, and research. a. Apply *grades 11–12 Reading standards* to literature (e.g., "Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics"). b. Apply *grades 11–12 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents] and the premises, purposes, and arguments in works of public advocacy [e.g., *The Federalist*, presidential addresses]").
Range of Writing	
10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

College and Career Readiness Anchor Standards for Speaking and Listening

The grades 6–12 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Comprehension and Collaboration

1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.
2. Integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally.
3. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.

Presentation of Knowledge and Ideas

4. Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience.
5. Make strategic use of digital media and visual displays of data to express information and enhance understanding of presentations.
6. Adapt speech to a variety of contexts and communicative tasks, demonstrating command of formal English when indicated or appropriate.

Note on range and content of student speaking and listening

To become college and career ready, students must have ample opportunities to take part in a variety of rich, structured conversations—as part of a whole class, in small groups, and with a partner—built around important content in various domains. They must be able to contribute appropriately to these conversations, to make comparisons and contrasts, and to analyze and synthesize a multitude of ideas in accordance with the standards of evidence appropriate to a particular discipline. Whatever their intended major or profession, high school graduates will depend heavily on their ability to listen attentively to others so that they are able to build on others' meritorious ideas while expressing their own clearly and persuasively.

New technologies have broadened and expanded the role that speaking and listening play in acquiring and sharing knowledge and have tightened their link to other forms of communication. The Internet has accelerated the speed at which connections between speaking, listening, reading, and writing can be made, requiring that students be ready to use these modalities nearly simultaneously. Technology itself is changing quickly, creating a new urgency for students to be adaptable in response to change.

Speaking and Listening Standards 6–12

SL

The following standards for grades 6–12 offer a focus for instruction in each year to help ensure that students gain adequate mastery of a range of skills and applications. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.*

Grade 6 students:	Grade 7 students:	Grade 8 students:
Comprehension and Collaboration		
1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 6 topics, texts, and issues*, building on others' ideas and expressing their own clearly. a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion. b. Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed. c. Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion. d. Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.	1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 7 topics, texts, and issues,* building on others' ideas and expressing their own clearly. a. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion. b. Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed. c. Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed. d. Acknowledge new information expressed by others and, when warranted, modify their own views.	1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 8 topics, texts, and issues,* building on others' ideas and expressing their own clearly. a. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion. b. Follow rules for collegial discussions and decision-making, track progress toward specific goals and deadlines, and define individual roles as needed. c. Pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas. d. Acknowledge new information expressed by others, and, when warranted, qualify or justify their own views in light of the evidence presented.
2. Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study.	2. Analyze the main ideas and supporting details presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how the ideas clarify a topic, text, or issue under study.	2. Analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation.
3. Delineate a speaker's argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not.	3. Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and the relevance and sufficiency of the evidence.	3. Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced.
Presentation of Knowledge and Ideas		
4. Present claims and findings, sequencing ideas logically and using pertinent descriptions, facts, and details to accentuate main ideas or themes; use appropriate eye contact, adequate volume, and clear pronunciation.	4. Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.	4. Present claims and findings, emphasizing salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, and well-chosen details; use appropriate eye contact, adequate volume, and clear pronunciation.
5. Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information.	5. Include multimedia components and visual displays in presentations to clarify claims and findings and emphasize salient points.	5. Integrate multimedia and visual displays into presentations to clarify information, strengthen claims and evidence, and add interest.
6. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 6 Language standards 1 and 3 on page 52 for specific expectations.)	6. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 7 Language standards 1 and 3 on page 52 for specific expectations.)	6. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 8 Language standards 1 and 3 on page 52 for specific expectations.)

Speaking and Listening Standards 6–12

SL

The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 9–10 students:	Grades 11–12 students:
Comprehension and Collaboration	
1. Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grades 9–10 topics, texts, and issues,* building on others' ideas and expressing their own clearly and persuasively. a. Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas. b. Work with peers to set rules for collegial discussions and decision-making (e.g., informal consensus, taking votes on key issues, presentation of alternate views), clear goals and deadlines, and individual roles as needed. c. Propel conversations by posing and responding to questions that relate the current discussion to broader themes or larger ideas; actively incorporate others into the discussion; and clarify, verify, or challenge ideas and conclusions. d. Respond thoughtfully to diverse perspectives, summarize points of agreement and disagreement, and, when warranted, qualify or justify their own views and understanding and make new connections in light of the evidence and reasoning presented.	1. Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grades 11–12 topics, texts, and issues,* building on others' ideas and expressing their own clearly and persuasively. a. Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas. b. Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed. c. Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives. d. Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.
2. Integrate multiple sources of information presented in diverse media or formats (e.g., visually, quantitatively, orally) evaluating the credibility and accuracy of each source.	2. Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.
3. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, identifying any fallacious reasoning or exaggerated or distorted evidence.	3. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.
Presentation of Knowledge and Ideas	
4. Present information, findings, and supporting evidence clearly, concisely, and logically such that listeners can follow the line of reasoning and the organization, development, substance, and style are appropriate to purpose, audience, and task.	4. Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.
5. Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.	5. Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.
6. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grades 9–10 Language standards 1 and 3 on pages 54 for specific expectations.)	6. Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate. (See grades 11–12 Language standards 1 and 3 on page 54 for specific expectations.)

College and Career Readiness Anchor Standards for Language

The grades 6–12 standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Conventions of Standard English

1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

Knowledge of Language

3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

Vocabulary Acquisition and Use

4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases by using context clues, analyzing meaningful word parts, and consulting general and specialized reference materials, as appropriate.
5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.
6. Acquire and use accurately a range of general academic and domain-specific words and phrases sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Note on range and content of student language use

To be college and career ready in language, students must have firm control over the conventions of standard English. At the same time, they must come to appreciate that language is as at least as much a matter of craft as of rules and be able to choose words, syntax, and punctuation to express themselves and achieve particular functions and rhetorical effects. They must also have extensive vocabularies, built through reading and study, enabling them to comprehend complex texts and engage in purposeful writing about and conversations around content. They need to become skilled in determining or clarifying the meaning of words and phrases they encounter, choosing flexibly from an array of strategies to aid them. They must learn to see an individual word as part of a network of other words—words, for example, that have similar denotations but different connotations. The inclusion of Language standards in their own strand should not be taken as an indication that skills related to conventions, effective language use, and vocabulary are unimportant to reading, writing, speaking, and listening; indeed, they are inseparable from such contexts.

Language Standards 6–12

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The following standards for grades 6–12 offer a focus for instruction each year to help ensure that students gain adequate mastery of a range of skills and applications. *Students advancing through the grades are expected to meet each year's grade-specific standards and retain or further develop skills and understandings mastered in preceding grades.* Beginning in grade 3, skills and understandings that are particularly likely to require continued attention in higher grades as they are applied to increasingly sophisticated writing and speaking are marked with an asterisk (*). See the table on page 56 for a complete listing and Appendix A for an example of how these skills develop in sophistication.

Grade 6 students:	Grade 7 students:	Grade 8 students:
Conventions of Standard English		
1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Ensure that pronouns are in the proper case (subjective, objective, possessive). b. Use intensive pronouns (e.g., *myself, ourselves*). c. Recognize and correct inappropriate shifts in pronoun number and person.* d. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).* e. Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language.*	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Explain the function of phrases and clauses in general and their function in specific sentences. b. Choose among simple, compound, complex, and compound-complex sentences to signal differing relationships among ideas. c. Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers.*	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Explain the function of verbals (gerunds, participles, infinitives) in general and their function in particular sentences. b. Form and use verbs in the active and passive voice. c. Form and use verbs in the indicative, imperative, interrogative, conditional, and subjunctive mood. d. Recognize and correct inappropriate shifts in verb voice and mood.*
2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements.* b. Spell correctly.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Use a comma to separate coordinate adjectives (e.g., *It was a fascinating, enjoyable movie* but not *He wore an old[,] green shirt*). b. Spell correctly.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Use punctuation (comma, ellipsis, dash) to indicate a pause or break. b. Use an ellipsis to indicate an omission. c. Spell correctly.
Knowledge of Language		
3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Vary sentence patterns for meaning, reader/listener interest, and style.* b. Maintain consistency in style and tone.*	3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.*	3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. a. Use verbs in the active and passive voice and in the conditional and subjunctive mood to achieve particular effects (e.g., emphasizing the actor or the action; expressing uncertainty or describing a state contrary to fact).

Language Standards 6–12

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Grade 6 students:	Grade 7 students:	Grade 8 students:
Vocabulary Acquisition and Use		
4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 6 reading and content*, choosing flexibly from a range of strategies. a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., *audience, auditory, audible*). c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech. d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).	4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 7 reading and content*, choosing flexibly from a range of strategies. a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., *belligerent, bellicose, rebel*). c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech. d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).	4. Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on *grade 8 reading and content*, choosing flexibly from a range of strategies. a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., *precede, recede, secede*). c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech. d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Interpret figures of speech (e.g., personification) in context. b. Use the relationship between particular words (e.g., cause/effect, part/whole, item/category) to better understand each of the words. c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., *stingy, scrimping, economical, unwasteful, thrifty*).	5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Interpret figures of speech (e.g., literary, biblical, and mythological allusions) in context. b. Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words. c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., *refined, respectful, polite, diplomatic, condescending*).	5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Interpret figures of speech (e.g. verbal irony, puns) in context. b. Use the relationship between particular words to better understand each of the words. c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., *bullheaded, willful, firm, persistent, resolute*).
6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.	6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.	6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Language Standards 6–12

L

The CCR anchor standards and high school grade-specific standards work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 9–10 students:	Grades 11–12 students:
Conventions of Standard English	
1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Use parallel structure.* b. Use various types of phrases (noun, verb, adjectival, adverbial, participial, prepositional, absolute) and clauses (independent, dependent; noun, relative, adverbial) to convey specific meanings and add variety and interest to writing or presentations.	1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. a. Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested. b. Resolve issues of complex or contested usage, consulting references (e.g., *Merriam-Webster's Dictionary of English Usage, Garner's Modern American Usage*) as needed.
2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Use a semicolon (and perhaps a conjunctive adverb) to link two or more closely related independent clauses. b. Use a colon to introduce a list or quotation. c. Spell correctly.	2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. a. Observe hyphenation conventions. b. Spell correctly.
Knowledge of Language	
3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening. a. Write and edit work so that it conforms to the guidelines in a style manual (e.g., *MLA Handbook*, Turabian's *Manual for Writers*) appropriate for the discipline and writing type.	3. Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening. a. Vary syntax for effect, consulting references (e.g., Tufte's *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.

Language Standards 6–12

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Grades 9–10 students:	Grades 11–12 students:
Vocabulary Acquisition and Use	
4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grades 9–10 reading and content*, choosing flexibly from a range of strategies. a. Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. b. Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., *analyze, analysis, analytical; advocate, advocacy*). c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, or its etymology. d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).	4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grades 11–12 reading and content*, choosing flexibly from a range of strategies. a. Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. b. Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., *conceive, conception, conceivable*). c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage. d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).
5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Interpret figures of speech (e.g., euphemism, oxymoron) in context and analyze their role in the text. b. Analyze nuances in the meaning of words with similar denotations.	5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. a. Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text. b. Analyze nuances in the meaning of words with similar denotations.
6. Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.	6. Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Language Progressive Skills, by Grade

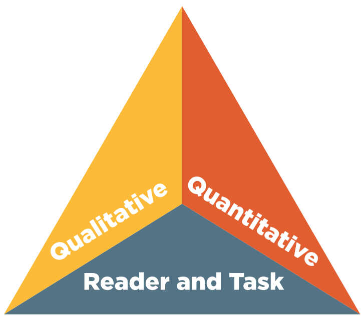
The following skills, marked with an asterisk (*) in Language standards 1–3, are particularly likely to require continued attention in higher grades as they are applied to increasingly sophisticated writing and speaking.

Standard	Grade(s)							
	3	4	5	6	7	8	9–10	11–12
L.3.1f. Ensure subject-verb and pronoun-antecedent agreement.	■	■	■	■	■	■	■	■
L.3.3a. Choose words and phrases for effect.	■	■	■	■	■	■	■	■
L.4.1f. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons.		■	■	■	■	■	■	■
L.4.1g. Correctly use frequently confused words (e.g., *to/too/two; there/their*).		■	■	■	■	■	■	■
L.4.3a. Choose words and phrases to convey ideas precisely.*		■	■	■				
L.4.3b. Choose punctuation for effect.		■	■	■	■	■	■	■
L.5.1d. Recognize and correct inappropriate shifts in verb tense.			■	■	■	■	■	■
L.5.2a. Use punctuation to separate items in a series.†			■	■	■	■		
L.6.1c. Recognize and correct inappropriate shifts in pronoun number and person.				■	■	■	■	■
L.6.1d. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).				■	■	■	■	■
L.6.1e. Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language.				■	■	■	■	■
L.6.2a. Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements.				■	■	■	■	■
L.6.3a. Vary sentence patterns for meaning, reader/listener interest, and style.‡				■	■	■	■	
L.6.3b. Maintain consistency in style and tone.				■	■	■	■	■
L.7.1c. Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers.					■	■	■	■
L.7.3a. Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.					■	■	■	■
L.8.1d. Recognize and correct inappropriate shifts in verb voice and mood.						■	■	■
L.9–10.1a. Use parallel structure.							■	■

* Subsumed by L.7.3a
† Subsumed by L.9–10.1a
‡ Subsumed by L.11–12.3a

Standard 10: Range, Quality, and Complexity of Student Reading 6–12

Measuring Text Complexity: Three Factors



Qualitative evaluation of the text: Levels of meaning, structure, language conventionality and clarity, and knowledge demands

Quantitative evaluation of the text: Readability measures and other scores of text complexity

Matching reader to text and task: Reader variables (such as motivation, knowledge, and experiences) and task variables (such as purpose and the complexity generated by the task assigned and the questions posed)

Note: More detailed information on text complexity and how it is measured is contained in Appendix A.

Range of Text Types for 6–12

Students in grades 6–12 apply the Reading standards to the following range of text types, with texts selected from a broad range of cultures and periods.

Literature			Informational Text
Stories	**Drama**	**Poetry**	**Literary Nonfiction**
Includes the subgenres of adventure stories, historical fiction, mysteries, myths, science fiction, realistic fiction, allegories, parodies, satire, and graphic novels	Includes one-act and multi-act plays, both in written form and on film	Includes the subgenres of narrative poems, lyrical poems, free verse poems, sonnets, odes, ballads, and epics	Includes the subgenres of exposition, argument, and functional text in the form of personal essays, speeches, opinion pieces, essays about art or literature, biographies, memoirs, journalism, and historical, scientific, technical, or economic accounts (including digital sources) written for a broad audience

Texts Illustrating the Complexity, Quality, and Range of Student Reading 6–12

	Literature: Stories, Dramas, Poetry	Informational Texts: Literary Nonfiction
6–8	▪ *Little Women* by Louisa May Alcott (1869) ▪ *The Adventures of Tom Sawyer* by Mark Twain (1876) ▪ "The Road Not Taken" by Robert Frost (1915) ▪ *The Dark Is Rising* by Susan Cooper (1973) ▪ *Dragonwings* by Laurence Yep (1975) ▪ *Roll of Thunder, Hear My Cry* by Mildred Taylor (1976)	▪ "Letter on Thomas Jefferson" by John Adams (1776) ▪ *Narrative of the Life of Frederick Douglass, an American Slave* by Frederick Douglass (1845) ▪ "Blood, Toil, Tears and Sweat: Address to Parliament on May 13th, 1940" by Winston Churchill (1940) ▪ *Harriet Tubman: Conductor on the Underground Railroad* by Ann Petry (1955) ▪ *Travels with Charley: In Search of America* by John Steinbeck (1962)
9–10	▪ *The Tragedy of Macbeth* by William Shakespeare (1592) ▪ "Ozymandias" by Percy Bysshe Shelley (1817) ▪ "The Raven" by Edgar Allen Poe (1845) ▪ "The Gift of the Magi" by O. Henry (1906) ▪ *The Grapes of Wrath* by John Steinbeck (1939) ▪ *Fahrenheit 451* by Ray Bradbury (1953) ▪ *The Killer Angels* by Michael Shaara (1975)	▪ "Speech to the Second Virginia Convention" by Patrick Henry (1775) ▪ "Farewell Address" by George Washington (1796) ▪ "Gettysburg Address" by Abraham Lincoln (1863) ▪ "State of the Union Address" by Franklin Delano Roosevelt (1941) ▪ "Letter from Birmingham Jail" by Martin Luther King, Jr. (1964) ▪ "Hope, Despair and Memory" by Elie Wiesel (1997)
11–CCR	▪ "Ode on a Grecian Urn" by John Keats (1820) ▪ *Jane Eyre* by Charlotte Brontë (1848) ▪ "Because I Could Not Stop for Death" by Emily Dickinson (1890) ▪ *The Great Gatsby* by F. Scott Fitzgerald (1925) ▪ *Their Eyes Were Watching God* by Zora Neale Hurston (1937) ▪ *A Raisin in the Sun* by Lorraine Hansberry (1959) ▪ *The Namesake* by Jhumpa Lahiri (2003)	▪ *Common Sense* by Thomas Paine (1776) ▪ *Walden* by Henry David Thoreau (1854) ▪ "Society and Solitude" by Ralph Waldo Emerson (1857) ▪ "The Fallacy of Success" by G. K. Chesterton (1909) ▪ *Black Boy* by Richard Wright (1945) ▪ "Politics and the English Language" by George Orwell (1946) ▪ "Take the Tortillas Out of Your Poetry" by Rudolfo Anaya (1995)

Note: Given space limitations, the illustrative texts listed above are meant only to show individual titles that are representative of a range of topics and genres. (See Appendix B for excerpts of these and other texts illustrative of grades 6–12 text complexity, quality, and range.) At a curricular or instructional level, within and across grade levels, texts need to be selected around topics or themes that generate knowledge and allow students to study those topics or themes in depth.

STANDARDS FOR

Literacy in History/Social Studies, Science, and Technical Subjects

6–12

College and Career Readiness Anchor Standards for Reading

The grades 6–12 standards on the following pages define what students should understand and be able to do by the end of each grade span. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.
3. Analyze how and why individuals, events, or ideas develop and interact over the course of a text.

Craft and Structure

4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone.
5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole.
6. Assess how point of view or purpose shapes the content and style of a text.

Integration of Knowledge and Ideas

7. Integrate and evaluate content presented in diverse formats and media, including visually and quantitatively, as well as in words.*
8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence.
9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Range of Reading and Level of Text Complexity

10. Read and comprehend complex literary and informational texts independently and proficiently.

*Please see “Research to Build and Present Knowledge” in Writing for additional standards relevant to gathering, assessing, and applying information from print and digital sources.

Note on range and content of student reading

Reading is critical to building knowledge in history/social studies as well as in science and technical subjects. College and career ready reading in these fields requires an appreciation of the norms and conventions of each discipline, such as the kinds of evidence used in history and science; an understanding of domain-specific words and phrases; an attention to precise details; and the capacity to evaluate intricate arguments, synthesize complex information, and follow detailed descriptions of events and concepts. In history/social studies, for example, students need to be able to analyze, evaluate, and differentiate primary and secondary sources. When reading scientific and technical texts, students need to be able to gain knowledge from challenging texts that often make extensive use of elaborate diagrams and data to convey information and illustrate concepts. Students must be able to read complex informational texts in these fields with independence and confidence because the vast majority of reading in college and workforce training programs will be sophisticated nonfiction. It is important to note that these Reading standards are meant to complement the specific content demands of the disciplines, not replace them.

Reading Standards for Literacy in History/Social Studies 6–12

RH

The standards below begin at grade 6; standards for K–5 reading in history/social studies, science, and technical subjects are integrated into the K–5 Reading standards. The CCR anchor standards and high school standards in literacy work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details		
1. Cite specific textual evidence to support analysis of primary and secondary sources.	1. Cite specific textual evidence to support analysis of primary and secondary sources, attending to such features as the date and origin of the information.	1. Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole.
2. Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions.	2. Determine the central ideas or information of a primary or secondary source; provide an accurate summary of how key events or ideas develop over the course of the text.	2. Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.
3. Identify key steps in a text's description of a process related to history/social studies (e.g., how a bill becomes law, how interest rates are raised or lowered).	3. Analyze in detail a series of events described in a text; determine whether earlier events caused later ones or simply preceded them.	3. Evaluate various explanations for actions or events and determine which explanation best accords with textual evidence, acknowledging where the text leaves matters uncertain.
Craft and Structure		
4. Determine the meaning of words and phrases as they are used in a text, including vocabulary specific to domains related to history/social studies.	4. Determine the meaning of words and phrases as they are used in a text, including vocabulary describing political, social, or economic aspects of history/social studies.	4. Determine the meaning of words and phrases as they are used in a text, including analyzing how an author uses and refines the meaning of a key term over the course of a text (e.g., how Madison defines *faction* in *Federalist* No. 10).
5. Describe how a text presents information (e.g., sequentially, comparatively, causally).	5. Analyze how a text uses structure to emphasize key points or advance an explanation or analysis.	5. Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole.
6. Identify aspects of a text that reveal an author's point of view or purpose (e.g., loaded language, inclusion or avoidance of particular facts).	6. Compare the point of view of two or more authors for how they treat the same or similar topics, including which details they include and emphasize in their respective accounts.	6. Evaluate authors' differing points of view on the same historical event or issue by assessing the authors' claims, reasoning, and evidence.
Integration of Knowledge and Ideas		
7. Integrate visual information (e.g., in charts, graphs, photographs, videos, or maps) with other information in print and digital texts.	7. Integrate quantitative or technical analysis (e.g., charts, research data) with qualitative analysis in print or digital text.	7. Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, as well as in words) in order to address a question or solve a problem.
8. Distinguish among fact, opinion, and reasoned judgment in a text.	8. Assess the extent to which the reasoning and evidence in a text support the author's claims.	8. Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.
9. Analyze the relationship between a primary and secondary source on the same topic.	9. Compare and contrast treatments of the same topic in several primary and secondary sources.	9. Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.
Range of Reading and Level of Text Complexity		
10. By the end of grade 8, read and comprehend history/social studies texts in the grades 6–8 text complexity band independently and proficiently.	10. By the end of grade 10, read and comprehend history/social studies texts in the grades 9–10 text complexity band independently and proficiently.	10. By the end of grade 12, read and comprehend history/social studies texts in the grades 11–CCR text complexity band independently and proficiently.

Reading Standards for Literacy in Science and Technical Subjects 6–12

RST

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details		
1. Cite specific textual evidence to support analysis of science and technical texts.	1. Cite specific textual evidence to support analysis of science and technical texts, attending to the precise details of explanations or descriptions.	1. Cite specific textual evidence to support analysis of science and technical texts, attending to important distinctions the author makes and to any gaps or inconsistencies in the account.
2. Determine the central ideas or conclusions of a text; provide an accurate summary of the text distinct from prior knowledge or opinions.	2. Determine the central ideas or conclusions of a text; trace the text's explanation or depiction of a complex process, phenomenon, or concept; provide an accurate summary of the text.	2. Determine the central ideas or conclusions of a text; summarize complex concepts, processes, or information presented in a text by paraphrasing them in simpler but still accurate terms.
3. Follow precisely a multistep procedure when carrying out experiments, taking measurements, or performing technical tasks.	3. Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks, attending to special cases or exceptions defined in the text.	3. Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.
Craft and Structure		
4. Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to *grades 6–8 texts and topics.*	4. Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to *grades 9–10 texts and topics*.	4. Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to *grades 11–12 texts and topics*.
5. Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to an understanding of the topic.	5. Analyze the structure of the relationships among concepts in a text, including relationships among key terms (e.g., *force, friction, reaction force, energy*).	5. Analyze how the text structures information or ideas into categories or hierarchies, demonstrating understanding of the information or ideas.
6. Analyze the author's purpose in providing an explanation, describing a procedure, or discussing an experiment in a text.	6. Analyze the author's purpose in providing an explanation, describing a procedure, or discussing an experiment in a text, defining the question the author seeks to address.	6. Analyze the author's purpose in providing an explanation, describing a procedure, or discussing an experiment in a text, identifying important issues that remain unresolved.
Integration of Knowledge and Ideas		
7. Integrate quantitative or technical information expressed in words in a text with a version of that information expressed visually (e.g., in a flowchart, diagram, model, graph, or table).	7. Translate quantitative or technical information expressed in words in a text into visual form (e.g., a table or chart) and translate information expressed visually or mathematically (e.g., in an equation) into words.	7. Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., quantitative data, video, multimedia) in order to address a question or solve a problem.
8. Distinguish among facts, reasoned judgment based on research findings, and speculation in a text.	8. Assess the extent to which the reasoning and evidence in a text support the author's claim or a recommendation for solving a scientific or technical problem.	8. Evaluate the hypotheses, data, analysis, and conclusions in a science or technical text, verifying the data when possible and corroborating or challenging conclusions with other sources of information.
9. Compare and contrast the information gained from experiments, simulations, video, or multimedia sources with that gained from reading a text on the same topic.	9. Compare and contrast findings presented in a text to those from other sources (including their own experiments), noting when the findings support or contradict previous explanations or accounts.	9. Synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible.
Range of Reading and Level of Text Complexity		
10. By the end of grade 8, read and comprehend science/technical texts in the grades 6–8 text complexity band independently and proficiently.	10. By the end of grade 10, read and comprehend science/technical texts in the grades 9–10 text complexity band independently and proficiently.	10. By the end of grade 12, read and comprehend science/technical texts in the grades 11–CCR text complexity band independently and proficiently.

College and Career Readiness Anchor Standards for Writing

The grades 6–12 standards on the following pages define what students should understand and be able to do by the end of each grade span. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements—the former providing broad standards, the latter providing additional specificity—that together define the skills and understandings that all students must demonstrate.

Text Types and Purposes*

1. Write arguments to support claims in an analysis of substantive topics or texts using valid reasoning and relevant and sufficient evidence.
2. Write informative/explanatory texts to examine and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.
3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details and well-structured event sequences.

Production and Distribution of Writing

4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
6. Use technology, including the Internet, to produce and publish writing and to interact and collaborate with others.

Research to Build and Present Knowledge

7. Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation.
8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism.
9. Draw evidence from literary or informational texts to support analysis, reflection, and research.

Range of Writing

10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

*These broad types of writing include many subgenres. See Appendix A for definitions of key writing types.

Note on range and content of student writing

For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying what they have experienced, imagined, thought, and felt. To be college and career ready writers, students must take task, purpose, and audience into careful consideration, choosing words, information, structures, and formats deliberately. They need to be able to use technology strategically when creating, refining, and collaborating on writing. They have to become adept at gathering information, evaluating sources, and citing material accurately, reporting findings from their research and analysis of sources in a clear and cogent manner. They must have the flexibility, concentration, and fluency to produce high-quality first-draft text under a tight deadline and the capacity to revisit and make improvements to a piece of writing over multiple drafts when circumstances encourage or require it. To meet these goals, students must devote significant time and effort to writing, producing numerous pieces over short and long time frames throughout the year.

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects 6–12

WHST

The standards below begin at grade 6; standards for K–5 writing in history/social studies, science, and technical subjects are integrated into the K–5 Writing standards. The CCR anchor standards and high school standards in literacy work in tandem to define college and career readiness expectations—the former providing broad standards, the latter providing additional specificity.

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Text Types and Purposes		
1. Write arguments focused on *discipline-specific content*. a. Introduce claim(s) about a topic or issue, acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically. b. Support claim(s) with logical reasoning and relevant, accurate data and evidence that demonstrate an understanding of the topic or text, using credible sources. c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence. d. Establish and maintain a formal style. e. Provide a concluding statement or section that follows from and supports the argument presented.	1. Write arguments focused on *discipline-specific content.* a. Introduce precise claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that establishes clear relationships among the claim(s), counterclaims, reasons, and evidence. b. Develop claim(s) and counterclaims fairly, supplying data and evidence for each while pointing out the strengths and limitations of both claim(s) and counterclaims in a discipline-appropriate form and in a manner that anticipates the audience's knowledge level and concerns. c. Use words, phrases, and clauses to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims. d. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. e. Provide a concluding statement or section that follows from or supports the argument presented.	1. Write arguments focused on *discipline-specific content.* a. Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences the claim(s), counterclaims, reasons, and evidence. b. Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant data and evidence for each while pointing out the strengths and limitations of both claim(s) and counterclaims in a discipline-appropriate form that anticipates the audience's knowledge level, concerns, values, and possible biases. c. Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims. d. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. e. Provide a concluding statement or section that follows from or supports the argument presented.

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects 6–12

WHST

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Text Types and Purposes (continued)		
2. Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes. a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories as appropriate to achieving purpose; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts. d. Use precise language and domain-specific vocabulary to inform about or explain the topic. e. Establish and maintain a formal style and objective tone. f. Provide a concluding statement or section that follows from and supports the information or explanation presented.	2. Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes. a. Introduce a topic and organize ideas, concepts, and information to make important connections and distinctions; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension. b. Develop the topic with well-chosen, relevant, and sufficient facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic. c. Use varied transitions and sentence structures to link the major sections of the text, create cohesion, and clarify the relationships among ideas and concepts. d. Use precise language and domain-specific vocabulary to manage the complexity of the topic and convey a style appropriate to the discipline and context as well as to the expertise of likely readers. e. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. f. Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).	2. Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes. a. Introduce a topic and organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension. b. Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic. c. Use varied transitions and sentence structures to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts. d. Use precise language, domain-specific vocabulary and techniques such as metaphor, simile, and analogy to manage the complexity of the topic; convey a knowledgeable stance in a style that responds to the discipline and context as well as to the expertise of likely readers. e. Provide a concluding statement or section that follows from and supports the information or explanation provided (e.g., articulating implications or the significance of the topic).
3. (See note; not applicable as a separate requirement)	3. (See note; not applicable as a separate requirement)	3. (See note; not applicable as a separate requirement)

Note: Students' narrative skills continue to grow in these grades. The Standards require that students be able to incorporate narrative elements effectively into arguments and informative/explanatory texts. In history/social studies, students must be able to incorporate narrative accounts into their analyses of individuals or events of historical import. In science and technical subjects, students must be able to write precise enough descriptions of the step-by-step procedures they use in their investigations or technical work that others can replicate them and (possibly) reach the same results.

Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects 6–12

WHST

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Production and Distribution of Writing		
4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.	4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.	4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed.	5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.	5. Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
6. Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas clearly and efficiently.	6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.	6. Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.
Research to Build and Present Knowledge		
7. Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.	7. Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.	7. Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
8. Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.	8. Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the usefulness of each source in answering the research question; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and following a standard format for citation.	8. Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.
9. Draw evidence from informational texts to support analysis reflection, and research.	9. Draw evidence from informational texts to support analysis, reflection, and research.	9. Draw evidence from informational texts to support analysis, reflection, and research.
Range of Writing		
10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

SUBJECT

Proposed Rule – IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated by Reference – Information and Communication Technology (ICT) Standards

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 Student Information Technology Standards (ISITS) were originally created in 2001, and revised in 2003. Due to the seven year gap in revisions, significant changes occurred between the original and revised standards, including changing the name to Information and Communication Technology Standards. A copy of the original ISITS is included.

The ISITS were not part of the Idaho Achievement or Idaho Content Standards; however, this rule would incorporate them into the Idaho Content Standards, complying with the 'Enhancing Education Through Technology Act of 2001.'

The revision committee chose to base the revisions upon the International Society for Technology in Education (ISTE) National Educational Technology Standards (NETS•S), which can be found online at: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007_Standards.pdf. Title has been updated to reflect today's world. Revision includes grades 9-12.

ATTACHMENTS

Attachment 1 – Proposed change of IDAPA 08.02.03.004	Page 3
Attachment 2 – 2001 Idaho Student Information Technology Standards	Page 5
Attachment 3 – Proposed ICT Standards	Page 35

BOARD ACTION

A motion to approve the Idaho Content Standards for Information and Communication Technology as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness to incorporate by reference the Idaho Content Standards for Information and Communication Technology.

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)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. 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. ~~(SD 2010)~~( )

a. Driver Education, as revised and adopted on August 21, 2008. (SD 2010)

b. Health, as revised and adopted on April 17, 2009. (SD 2010)

c. Humanities Categories: (SD 2010)

i. Art, as revised and adopted on April 17, 2009; (SD 2010)

ii. Dance, as revised and adopted on April 17, 2009; (SD 2010)

iii. Drama, as revised and adopted on April 17, 2009; (SD 2010)

iv. Interdisciplinary, as revised and adopted on April 17, 2009; (SD 2010)

v. Music, as revised and adopted on April 17, 2009; (SD 2010)

vi. World languages, as revised and adopted on April 17, 2009. (SD 2010)

d. English Language Arts~~, Part I: reading~~, as revised and adopted on ~~August 21, 2008~~August 11, 2010. ~~(SD 2010)~~( )

~~**e.** Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. (SD 2010)~~

~~f~~e. Limited English Proficiency, as revised and adopted on August 21, 2008. (SD 2010)

~~g~~f. Mathematics, as revised and adopted on ~~August 21, 2008~~August 11, 2010. ~~(SD 2010)~~( )

~~h~~g. Physical Education, as revised and adopted on April 17, 2009. (SD 2010)

~~i~~h. Science, as revised and adopted on April 17, 2009. (SD 2010)

~~j~~i. Social Studies, as revised and adopted on April 17, 2009. (SD 2010)

j. Information and Communication Technology, as revised and adopted on April 22, 2010 ( )

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 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)

8th Grade Idaho Student Information Technology Standards (ISITS)
Kindergarten – 7th Grade Idaho Information Technology Benchmarks

Department of Education asked a statewide team to develop a draft copy of student information technology standards for eighth-grade students. The team consisted of the following:

Jean Bengfort, Coeur d'Alene School District
Johana Doyle, Moscow School District
Greg Eck, Lakeland School District
Bonnie Farmin, Kellogg School District
Jim Marconi, Boise School District
Pam Reidlen, Kamiah School District
Sue Smith, Soda Springs School District
Karen Vauk, Micron Technology

The eighth grade was chosen because it is considered to be the culmination of the elementary/middle grades and sets the standard for a student entering his or her high school career. Therefore, the following standards are what we expect an eighth grader to know and be able to do in the area of technology.

8th Grade Idaho Student Information Technology Standards (ISITS)
Kindergarten – 7th Grade Idaho Information Technology Benchmarks

Technology Foundation Standards for all students

The Technology foundation standards for students are divided into six broad categories that were developed through the National Educational Technology Standards (NETS) project coordinated by the International Society for Technology in Education (ISTE). Standards within each category are to be introduced, reinforced, and mastered by students. These categories provide a framework for linking sample applications. These standards and benchmarks are used as guidelines for planning technology-based activities in which students achieve success in learning, communication, and life skills.

1. **Basic Operations and Concepts**
    a. Students demonstrate a sound understanding of the nature and operation of technology systems.
    b. Students are proficient in the use of technology.

2. **Social, Ethical, and Human Issues**
    a. Students understand the ethical, cultural, and societal issues related to technology.
    b. Students practice responsible use of technology systems, information, and software.
    c. Students develop positive attitudes toward technology uses that support lifelong learning, collaboration, personal pursuits, and productivity.

3. **Technology Productivity Tools**
    a. Students use technology tools to enhance learning , increase productivity, and promote creativity.
    b. Students use productivity tools to collaborate in constructing technology-enhanced models, preparing publications, and producing other creative works.

4. **Technology Communications Tools**
    a. Students use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.
    b. Students use a variety of media and formats to communicate information and ideas effectively to multiple audiences.

5. **Technology Research Tools**
    a. Students use technology to locate, evaluate, and collect information from a variety of sources.
    b. Students use technology tools to process data and report results.
    c. Students evaluate and select new information resources and technological innovations based on the appropriateness to specific tasks.

6. **Technology Problem-Solving and Decision-Making Tools**
    a. Students use technology resources for solving problems and making informed decisions.
    b. Students employ technology in the development of strategies for solving problems in the real world.

8th Grade Idaho Student Information Technology Standards (ISITS)
Kindergarten – 7th Grade Idaho Information Technology Benchmarks

Idaho Student Information Technology Standards Rationale

Students will live, learn and work in an increasingly complex, technology-driven society. These technology standards are designed to identify foundational skills and processes that students need in order to be productive and successful.

It is essential that computer and technology education be integrated in all grade level content standards. All educators share responsibility for student success.

The eighth grade was chosen because it is considered to be the culmination of the elementary/middle grades and sets the standard for a student entering his or her high school career. Therefore, the following standards are what we expect an eighth grader to know and be able to do in the area of technology.

8th Grade Idaho Student Information Technology Standards

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Make informed choices among technology systems, resources and services.
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

8th Grade Idaho Student Information Technology Standards

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

8th Grade Idaho Student Information Technology Standards

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources.
2. Use technology tools to process data and report results.	a. Select appropriate technology tools for data analysis and reporting.

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

7th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Identify choices among technology systems, resources and services.
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

7th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

7th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. Select appropriate technology tools for data analysis and reporting.

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

6th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Explore choices among technology systems, resources and services.
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

6th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

6th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. Select appropriate technology tools for data analysis and reporting.

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

5th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

5th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

5th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

4th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Explore the appropriate technology device to complete a task.
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

4th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

4th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

3rd Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Explore the appropriate technology device to complete a task.
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate functional operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Discuss legal and ethical behaviors when using technology and information.

3rd Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

3rd Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. Evaluate the accuracy and relevance of electronic information sources.
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

2nd Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate functional operation of technology components.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

2nd Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Gather information and communicate with others using telecommunications, with support from teachers, family members or student partners.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

2nd Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. N/A
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

1st Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate functional operation of technology components.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

1st Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Gather information and communicate with others using telecommunications, with support from teachers, family members or student partners.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

1st Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. N/A
2. Use technology tools to process data and report results.	c. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

Kindergarten Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Use input and output devices successfully to operate computers, VCRs, audio tapes and other technologies.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

Kindergarten Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. N/A
	b. N/A
	c. N/A
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. N/A
	b. N/A
	c. N/A

Kindergarten Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. N/A
	b. N/A
2. Use technology tools to process data and report results.	c. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools

Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

IDAHO CONTENT STANDARDS
K – 2
INFORMATION AND COMMUNICATION TECHNOLOGY

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

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

K-2.ICT.1.1.1 Use multiple forms of knowledge to create products.
K-2.ICT.1.1.2 Create original works as a means of personal or group expression.
K-2.ICT.1.1.3 Use models and games to introduce systems.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

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

K-2.ICT.2.1.1 Identify and use digital media and environments to share ideas.
K-2.ICT.2.1.2 Identify issues in a group setting using digital tools.

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital, and other sources

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

K-2.ICT.3.1.1 Identify information needs and questions to solve an information problem or make an informed decision.
K-2.ICT.3.1.2 Identify information resources for specific tasks.
K-2.ICT.3.1.3 Identify navigation skills in accessing resources such as table of contents, index, menu, and search fields.
K-2.ICT.3.1.4 Collect and analyze data and information to make decisions and draw conclusions.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

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

K-2.ICT.4.1.1 Identify safe and responsible use of information and technology such as careful disclosure of personal information.
K-2.ICT.4.1.2 Identify the source of information

NETS.S: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

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

K-2.ICT.5.1.1 Identify and use technology tools including hardware and electronic devices.

K-2.ICT.5.1.2 Identify and use software applications with assistance.

IDAHO CONTENT STANDARDS
3 – 5
INFORMATION AND COMMUNICATION TECHNOLOGY

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 5, the student will be able to:

3-5.ICT.1.1.1 Demonstrate different ways to gain knowledge to create products.

3-5.ICT.1.1.2 Create original works as a means of personal or group expression incorporating teacher selected resources

3-5 ICT.1.1.3 Interpret models and simulations to explore systems and issues.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 5, the student will be able to:

3-5.ICT.2.1.1 Illustrate and present ideas using digital media and environments.

3-5.ICT.2.1.2 Select an issue and use digital tools and media to present solutions collaboratively.

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital and other sources

Objective(s): By the end of Grade 5, the student will be able to:

3-5.ICT.3.1.1 Categorize and understand information needs and create research questions to solve an information problem or make an informed decision.

3-5.ICT.3.1.2 Select information resources to solve an information problem or make an informed decision.

NETS.S: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

3-5.ICT.3.1.3	Demonstrate navigation skills in accessing information resources.
3-5 ICT.3.1.4	Collect and analyze data and information to make decisions, draw conclusions, and create new understanding.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 5, the student will be able to:

3-5 ICT.4.1.1	Describe safe, ethical, and responsible practices in the use of information and technology.
3-5.ICT.4.1.2	Identify and cite information and sources in an ethical and responsible manner.

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 5, the student will be able to:

3-5. ICT. .5.1.1	Identify and use technology tools independently such as electronic devices and keyboards.
3-5. ICT.5.1.2	Identify and use software applications independently.
3-5. ICT.5.1.3	Identify technology tools and software application problems.
3-5. ICT.5.1.4	Identify and experiment with new technologies such as hardware, software applications and web-based applications.

IDAHO CONTENT STANDARDS
6 – 8
INFORMATION AND COMMUNICATION TECHNOLOGY

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 8, the student will be able to:

6-8. ICT.1.1.1	Apply existing knowledge to generate new ideas, products, or processes.
6-8. ICT.1.1.2	Create original works as a means of personal or group expression using student selected resources.
6-8.ICT.1.1.3	Build models and simulations to explore systems, issues and trends.

NETS.S: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 8, the student will be able to:

6-8.ICT.2.1.1	Inquire, interact, and communicate ideas, employing a variety of digital media and environments.
6-8. ICT.2.1.2	Collaborate with others, using digital tools and media to identify and research an issue, compare solutions and make a decision.

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital and other sources

Objective(s): By the end of Grade 8, the student will be able to:

6-8.ICT.3.1.1	Organize and analyze information needs to formulate research questions to solve an information problem or make an informed decision.
6-8.ICT.3.1.2	Compare and select information resources to solve an information problem or make an informed decision.
6-8.ICT.3.1.3	Demonstrate navigation skills in accessing a variety of information resources and begin using advanced search skills.
6-8.ICT.3.1.4	Collect, analyze and organize data and information to make decisions, draw conclusions, and create new understanding.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 8, the student will be able to:

6-8.ICT.4.1.1	Practice safe, ethical, legal, and responsible use of information and technology.
6-8.ICT.4.1.2.	Use and cite all information and sources in an ethical and responsible manner.

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 8, the student will be able to:

6-8.ICT.5.1.1	Differentiate, use and integrate technology tools.
6-8.ICT.5.1.2	Select and use software applications.
6-8.ICT.5.1.3	Troubleshoot technology tools and software applications.
6-8.ICT.5.1.4	Apply previous knowledge to new technologies.

NETS.S: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

IDAHO CONTENT STANDARDS
9 – 12
INFORMATION AND COMMUNICATION TECHNOLOGY

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 12, the student will be able to:

9-12.ICT.1.1.1 Evaluate and interpret existing knowledge to generate new ideas, products, or processes.
9-12.ICT.1.1.2 Create original works as a means of personal or group expression using multiple resources and formats.
9-12.ICT.1.1.3 Create models and simulations to explore complex systems and issues to identify trends and forecast possibilities.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 12, the student will be able to:

9-12.ICT.2.1.1 Inquire, interact, and publish with peers, experts, or others employing a variety of digital media and environments.
9-12.ICT.2.1.2 Collaborate with others using digital tools and media to identify issues and exchange ideas, develop new understandings, make decisions and/or solve problems

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital and other sources

Objective(s): By the end of Grade 12, the student will be able to:

9-12.ICT.3.1.1 Design research questions and strategies based on information needs to solve an information problem or make an informed decision.
9-12.ICT. 3.1.2 Evaluate and select a variety of resources to solve an information problem or make an informed decision.
9-12.ICT.3.1.3 Formulate specific searches using advanced navigation skills to access a variety of resources.
9-12.ICT.3.1.4 Collect, analyze, organize, and interpret data and information to make informed decisions, draw conclusions, and construct new understanding and knowledge.

NETS.S: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 12, the student will be able to:

9-12. ICT.4.1.1	Practice and explain importance of safe, ethical, legal, and responsible use of information and technology.
9-12. ICT.4.1.2	Practice and explain importance of citing information.

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 12, the student will be able to:

9-12.ICT.5.1.1	Evaluate, configure, and implement various technologies.
9-12.ICT.5.1.2	Select, use and integrate various software applications.
9-12.ICT.5.1.3	Troubleshoot technology systems and software applications.
9-12.ICT.5.1.4	Integrate new technologies into current knowledge and practices.

NETS.S: http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007.htm

SUBJECT

Temporary and Proposed Rule- IDAPA 08.02.03.111.
Timeline for dissemination of assessment results and communication to parents.

REFERENCE

Idaho Administrative code, IDAPA 08.02.03.111

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.111
No Child Left Behind, Title I, Part A.

BACKGROUND/DISCUSSION

Federal Title I, Part A regulatory requirements state that districts must notify parents of AYP status, school choice, supplemental services and other assessment related communication in advance of, but no later than 14 calendar days before the start of the school year, so that parents have adequate time to exercise their choice option before the school year begins.

The April 2010 Federal monitoring review noted that several Idaho districts had not sent letters to parents until the end of August and did not meet the 14 day deadline. Due to this finding, the US Department of Education is requiring Idaho to *"provide a plan and timeline to ensure that all districts in the State identify schools in need of improvement in a* ***timely way*** *so that school improvement requirements can be implemented and parents of students entitled to public school choice and SES are notified no later than 14 calendar days before the start of the school year so that parents have adequate time to exercise their choice option before the beginning of the school year."*

In order to address this finding, the State Department worked with the ISAT vendor to release final results to districts one week earlier than previously and is currently negotiating an even earlier release. Also, the inclusion of the requirement that all Title I and assessment results and related communication be sent out within 3 weeks of receiving the information from the state within the administrative code will assist in ensuring this requirement is met.

IMPACT

The three-week timeline for districts to send assessment results and communication to parents will ensure that parents receive the information they need in a timely manner. Some districts may need to mail the results thus creating an additional cost. SDE's effort to change to release of the final reports earlier and prior to the end of the school year for most districts will help mitigate this cost.

ATTACHMENTS

Attachment 1 – Idaho Administrative Code 08.02.03.111 Page 3

BOARD ACTION

A motion to approve the Temporary and Proposed rules for IDAPA 08.02.03.111 to require a maximum of 3 weeks for dissemination of assessment results and communication to parents.

Moved by____________ Seconded by____________ Carried Yes_____ No_____

111. ASSESSMENT IN THE PUBLIC SCHOOLS.

01. Philosophy. Acquiring the basic skills is essential to realization of full educational, vocational and personal/social development. Since Idaho schools are responsible for instruction in the basic scholastic skills, the State Board of Education has a vested interest in regularly surveying student skill acquisition as an index of the effectiveness of the educational program. This information can best be secured through objective assessment of student growth. The State Board of Education will provide oversight for all components of the comprehensive assessment program. (4-2-08)

02. Purposes. The purpose of assessment in the public schools is to: (3-15-02)

a. Measure and improve student achievement; (3-15-02)

b. Assist classroom teachers in designing lessons; (3-15-02)

c. Identify areas needing intervention and remediation, and acceleration; (3-15-02)

d. Assist school districts in evaluating local curriculum and instructional practices in order to make needed curriculum adjustments; (3-15-02)

e. Inform parents and guardians of their child's progress; (3-15-02)

f. Provide comparative local, state and national data regarding the achievement of students in essential skill areas; (3-15-02)

g. Identify performance trends in student achievement across grade levels tested and student growth over time; and (3-15-02)

h. Help determine technical assistance/consultation priorities for the State Department of Education. (3-15-02)

03. Content. The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the Direct Writing Assessment (DWA), the Direct Mathematics Assessment (DMA), the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment, the Idaho Standards Achievement Tests (ISAT), and the Idaho Alternate Assessment. (4-2-08)

04. Testing Population. All students in Idaho public schools, grades kindergarten through twelve (K-12), are required to participate in the comprehensive assessment program approved by the State Board of Education and funded. (4-2-08)

a. All students who are eligible for special education shall participate in the statewide assessment program. (4-6-05)

b. Each student's individualized education program team shall determine whether the student shall participate in the regular assessment without accommodations, the regular assessment with accommodations or adaptations, or whether the student qualifies for and shall participate in the alternate assessment. (4-6-05)

c. Limited English Proficient (LEP) students, as defined in Subsection 112.03.d.iv., who receive a score below the fluent level on the Idaho English Language Assessment and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. Students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the IELA in lieu of the reading/language usage ISAT, but will still be required to take the math and science ISAT with accommodations or adaptations as determined by the language proficiency score and ELP. Such LEP students will be counted as participants for the ninety-five percent (95%) participation target, as described in Subsection 112.03. However, such LEP students are not required to be counted for AYP purposes in determining proficiency, as described in Subsection 112.02. (5-8-09)

05. Scoring and Report Formats. Scores will be provided for each subject area assessed and reported in standard scores, benchmark scores, or holistic scores. Test results will be presented in a class list report of student scores, building/district summaries, content area criterion reports by skill, disaggregated group reports, and pressure sensitive labels as appropriate. Information about the number of students who are eligible for special education who participate in regular and alternate assessments, and their performance results, shall be included in reports to the public if it is statistically sound to do so and would not disclose performance results identifiable to individual students. Effective April 1, 2009, all students taking the Idaho Standards Achievement Test (ISAT) must have a unique student identifier. (5-8-09)

<u>a. Districts must send all assessment results and related communication to parents within 3 weeks of receipt from the state. (8-12-10)</u>

06. Comprehensive Assessment Program. The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess. In addition, districts are responsible for writing and implementing assessments in those standards not assessed by the state assessment program. (4-2-08)

a. Kindergarten - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

b. Grade 1 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

c. Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

d. Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

e. Grade 4 - Direct Math Assessment, National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

f. Grade 5 - Direct Writing Assessment, Grade 5 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

g. Grade 6 - Direct Math Assessment, Grade 6 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

h. Grade 7 - Direct Writing Assessment, Grade 7 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

i. Grade 8 - Direct Math Assessment, National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

j. Grade 9 - Direct Writing Assessment, Grade 9 Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

k. Grade 10 - High School Idaho Standards Achievement Tests, Idaho Alternate Assessment, Idaho English Language Assessment. (4-2-08)

l. Grade 11 - Idaho English Language Assessment. (4-2-08)

m. Grade 12 - National Assessment of Educational Progress, Idaho English Language Assessment. (4-2-08)

n. Students who achieve a proficient or advanced score on a portion or portions of the ISAT, or the Idaho Alternate Assessment, offered in their tenth grade year or later are not required to continue taking that portion or portions. (5-8-09)

07. Comprehensive Assessment Program Schedule. (5-3-03)

a. The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code. (3-15-02)

b. The Direct Math Assessment and the Direct Writing Assessment will be administered in December in a time period specified by the State Department of Education. (3-15-02)

c. The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education. (3-15-02)

d. The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. (5-3-03)

e. The Idaho Alternate Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)

f. The Idaho English Language Assessment will be administered in a time period specified by the State Board of Education. (4-2-08)

08. Costs Paid by the State. Costs for the following testing activities will be paid by the state: (4-1-97)

a. All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-02)

b. Statewide distribution of all assessment materials; (3-15-02)

c. Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program; and (3-15-02)

d. Implementation, processing, scoring and distribution of prescribed reports for the Direct Writing Assessment and the Direct Mathematics Assessment. (3-15-02)

09. Costs of Additional Services. Costs for any additional administrations or scoring services not included in the prescribed statewide comprehensive assessment program will be paid by the participating school districts. (3-15-02)

10. Services. The comprehensive assessment program should be scheduled so that a minimum of instructional time is invested. Student time spent in testing will not be charged against attendance requirements. (3-15-02)

11. **Test Security, Validity and Reliability**. Test security is of the utmost importance. To ensure integrity of secure test items and protect validity and reliability of test outcomes, test security must be maintained. School districts will employ security measures in protecting statewide assessment materials from compromise. Each individual who has any opportunity to see test items must sign a state-provided confidentiality agreement, which the district must keep on file in the district for at least two (2) years. Documentation of security safeguards must be available for review by authorized state and federal personnel. (4-2-08)

a. All ISAT paper and pencil test booklets will be boxed and shipped to the test vendor to be counted no later than two (2) weeks after the end of the testing window. (3-20-04)

b. The ISAT will be refreshed each year to provide additional security beginning with grades four (4) eight (8) and ten (10) in 2007. Items will be refreshed for grades three (3) and seven (7) in 2008; grades five (5) and six (6) in 2009; and grades two (2) and nine (9) in 2010. (3-20-04)

c. Any assessment used for federal reporting shall be independently reviewed for reliability, validity, and alignment with the Idaho Content Standards. (4-2-08)

12. **Demographic Information**. Accurate demographic information must be submitted as required for each test to assist in interpreting test results. It may include but is not limited to race, sex, ethnicity, and special programs, (Title I, English proficiency, migrant status, special education status, gifted and talented status, and socio-economic status). (4-2-08)

13. **Dual Enrollment**. For the purpose of non-public school student participation in non-academic public school activities as outlined in Section 33-203, Idaho Code, the Idaho State Board of Education recognizes the following: (3-15-02)

a. The Idaho Standards Achievement Tests (grades 2-9 and High School). (5-3-03)

b. A portfolio demonstrating grade level proficiency in at least five (5) of the subject areas listed in Subsections 111.13.b.i. through 111.13.b.vi. Portfolios are to be judged and confirmed by a committee comprised of at least one (1) teacher from each subject area presented in the portfolio and the building principal at the school where dual enrollment is desired. (4-6-05)

i. Language Arts/Communications. (3-15-02)

ii. Math. (3-15-02)

iii. Science. (3-15-02)

iv. Social Studies. (3-15-02)

v. Health. (3-15-02)

vi. Humanities. (3-15-02)

SUBJECT

Temporary and Proposed Rules

IDAPA 08.02.03.004.03- Incorporation by Reference, The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.

IDAPA 08.02.03.004.04- Incorporation by Reference, The Idaho English Language Assessment (IELA) Achievement Standards.

IDAPA 08.02.03.112 - Accountability, Adequate Yearly Progress (AYP) Definitions.

REFERENCE

November 2009 Run as Temporary Rules

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.004 Incorporation by Reference
Idaho Administrative code, IDAPA 08.02.03.112
No Child Left Behind Act of 2001, Title III, Part A: Language Instruction for Limited English Proficient and Immigrant Students, Section 3113(b)(2);
Title I, Part A, Section 1111(b)(7)

BACKGROUND/DISCUSSION

All 3 rules were run last November as Temporary Rules. They are now being run as Temporary and Proposed. No changes have been made to the rules.

IDAPA 08.02.03.004.03- Incorporation by Reference, The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.

In August 2006, the Board approved and adopted the Title III/Limited English Proficiency Accountability Plan. In February 2009, the Board approved changes to the Title III/Limited English Proficiency Accountability Plan. Following the approval, the Board office submitted the revised Accountability Plan to the US Department of Education (USDOE) for their approval. The USDOE responded in a letter that the amendment requests would not be approved unless Idaho altered the requirements slightly in one of the four components.

Idaho requested to adopt the “n” size of 34 for Title III purposes, in order to maintain consistency with Title I. This would ensure that districts with less than 34 LEP students would not be held to the same IELA accountability targets as those districts with more than 34 students. However, the USDOE determined that districts that received Title III funding through a special consortia grant application, even if they had less than 34 students, must not be exempt and still held accountable.

Therefore, the following underlined sentence has been added to the Accountability Plan to ensure compliance with this USDOE stipulation.

N size of 34 (page 6 of Attachment 1)
"N" Count – Idaho has adopted the number of 34 in its accountability workbook, under Title I and will use this same number for Title III accountability. LEAs with less than 34 LEP students tested on the IELA will not be included in the LEP Accountability Plan. However, all LEAs with 34 or more LEP students, whether they receive Title III funds or not, will be held accountable to this LEP Accountability Plan. <u>The only exception to this is for LEAs that receive Title III funds in a Consortium. All members of a consortium will be included in AMAO determinations regardless of the LEP subgroup size.</u>

IDAPA 08.02.03.004.04- Incorporation by Reference, The Idaho English Language Assessment (IELA) Achievement Standards.

The No Child Left Behind Act of 2001 mandates that all states implement an English Language Proficiency assessment for Limited English Proficient (LEP) students. All states must set achievement standards/cut scores for their assessments in order to determine the proficiency level and growth for every student each year.

A standard setting/cut score session took place after the first administration of the IELA in July 2006. Those standards were subsequently approved by the Board. Since that standard setting for the IELA, new items were developed to augment grade level forms. In addition, data gathered over the past 4 years of testing suggested that the original standards were not consistent across the grades and that students were not moving from the early fluent to fluent level as expected, based on their performance on the ISAT and classroom work. Therefore, a standards "reconsideration" session took place in July 2009 to look at whether the standards/cuts needed to be modified.

A panel of 15 Idaho educators, including testing coordinators, LEP directors, superintendents, and school staff came together to determine these new standards/cuts for the IELA. The panel members determined to minimally revise the standards/cut scores to be used for the assessment. The raw cut scores were then translated into scale scores for the purpose of equating the IELA alternate year and grade level forms. The revised scale scores ensure consistent progression across grade spans, enabling educators to make decisions based on the students' IELA proficiency level. The most significant changes are in the Early Fluent and Fluent categories, both categories used to determine when a student should exit from an LEP program.

The changes do not suggest that the test is easier or harder, rather that the changes help to more accurately define the level of reading ability or fluency by LEP students.

The attachment details the revised scale scores derived from the changes made to the raw scores. IELA scale scores can be compared for the same language domain and the same grade-span test (A, B, C, D, or E). For example, all Form C (3^{rd} -5^{th} grade) reading scale scores can be compared regardless of whether the student took the beginning or intermediate level Reading test. However, Form C scale scores cannot be compared to Form D (6^{th}-8^{th} grade) scale scores, therefore there will not be an increasing progression of scale scores across grade spans.

IDAPA 08.02.03.112 - Accountability, Adequate Yearly Progress (AYP) Definitions.

The State Department of Education (SDE) conducted the Adequate Yearly Progress (AYP) appeals in summer 2009 due to the transition of the assessment program to SDE. In reviewing the appeals, it was noted that three clarifications needed to be made in order to more clearly guide the appeals process.

First, under Subsection 03(b) the State Department of Education will make annual yearly progress determinations in accordance with the move of assessment from the Board to the Department.

Second, under Subsection 04(a)(i) concerning the definition of "Continuous Enrollment," the last sentence contradicts the definition of continuous enrollment earlier in the paragraph. The sentence reads "Students who are expelled but return to another school in the same district are considered continuously enrolled to determine the district AYP." An expulsion by definition means that there is a break in the enrollment of the student. This rule does not cover temporary suspensions as outlined in Subsection 04(a)(i). In these cases, schools are responsible for all AYP accountability measures. The distinctions between temporary suspension and full expulsion can be found in Idaho Code, 33-205. It should also be noted that students who do return to any school after an expulsion are required to take the ISAT, if they are present during the testing window and be counted in the school's participation rate. They would not be counted in the proficiency rate because of the break in continuous enrollment. To this end, the sentence is being removed from the rule.

Third, under Subsection 04(b)(i)(2) concerning "Participation Rate," clarification was needed for students who are not present during the entire testing window for specific reasons such as chronic illnesses or being homebound. These students are not able to be tested and currently count negatively for a school's participation rate. The current language of "significant medical emergency" excludes students who have an ongoing chronic condition that keeps them out of school for the entire testing window. In addition, the inclusion of specific instances- like full expulsion where a school's connection to a student is severed-helps clarify the definition of when students can be considered exited.

IMPACT

IDAPA 08.02.03.004.03- Incorporation by Reference, The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.

This change will impact 4 districts in the 2010-2011 school year. These districts, which each have under 34 LEP students, will not be exempt from Title III accountability, due to the fact they receive Title III funds.

IDAPA 08.02.03.004.04- Incorporation by Reference, The Idaho English Language Assessment (IELA) Achievement Standards.

The impact of the adoption of the revised scale score tables for the IELA will enable LEP students to be tested and placed more appropriately in one of five proficiency levels: beginning, advanced beginning, intermediate, early fluent and fluent. This will help schools and districts to determine the appropriate services for each student and the information necessary to exit a student out of the LEP program.

IDAPA 08.02.03.112 - Accountability, Adequate Yearly Progress (AYP) Definitions.

The first change in the AYP process will clarify which party is responsible for calculating and disseminating AYP determinations for schools and districts.
The second change will clarify the rule and give clear direction to the staff handling appeals. In 2009, less than 10 appeals were related to expelled students, so the impact will be minimal. This change does not exempt expelled students who return to school in any district from being required to take the ISAT if they are present during the testing window and being counted for the participation rate for that school. The third change provides a more specific and clear designation of students who are unable to take the ISAT because they are gone for the entire testing window, not simply because of absences. In 2009, there were a small number of appeals related to students who were not present during the entire testing window but were counted against a school for their participation rate. The clarification of the rules surrounding expelled students, while not impacting large numbers of students, will provide clarity to schools and districts and create efficiencies in the AYP demographic appeal process. Also, having even one student who was unable to test for the aforementioned reasons and was subsequently counted against the school in participation rate can result in the school missing an AYP target. This can result in school and district sanctions, depending on the level of school improvement, up to and including

financial holdbacks in some areas such as in transportation funds related to school choice.

ATTACHMENTS

BOARD ACTION

A motion to approve the Temporary and Proposed rules for:

IDAPA 08.02.03.004.03- Incorporation by Reference, The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.
IDAPA 08.02.03.004.04- Incorporation by Reference, The Idaho English Language Assessment (IELA) Achievement Standards;
and
IDAPA 08.02.03.112 - Accountability, Adequate Yearly Progress (AYP) Definitions.

Moved by____________ Seconded by____________ Carried Yes_____ No_____

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Title III/Limited English Proficiency (LEP)

Accountability Plan

Annual Measurable Achievement Objectives (AMAOs) For

Idaho Local Education Agencies (LEAs)

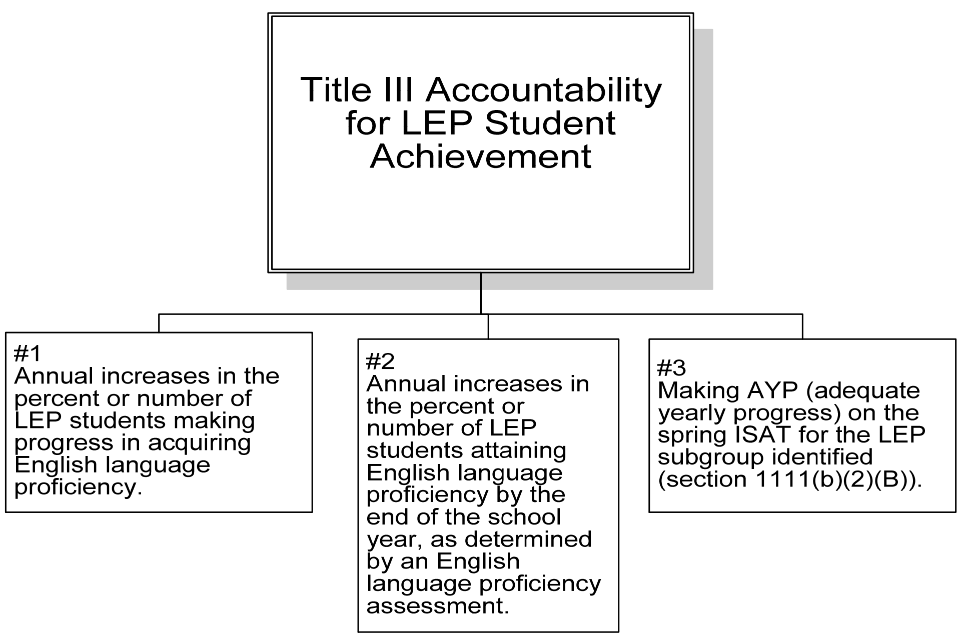
Revised November 2009

No Child Left Behind, Title III:
Language Instruction for Limited English Proficient and Immigrant Students
Introduction

Title III of the No Child Left Behind (NCLB) Act of 2001, establishes sanctions or consequences for Local Education Agencies (LEAs), or school districts, that do not meet Title III Annual Measurable Achievement Objectives (AMAOs). An AMAO is a performance objective, or target, that all LEAs must meet each year for those students in an LEP program. Part I details NCLB requirements. Part II details the state developed annual objectives/targets and definitions. Part III details the sanctions and procedures for LEAs.

Part I: NCLB Requirements

All LEAs, Title III and non Title III LEAs alike, serving Limited English Proficient (LEP) students[1] in Idaho are held accountable to demonstrating annual progress and proficiency in English language acquisition (**NCLB, Title III, section 3122(b))**. The AMAO accountability structure set forth in Title III is a 3-tiered structure. The first 2 AMAOs are determined by the Idaho English Language Assessment (IELA) and the 3rd AMAO is based on the AYP determinations.



[1] LEP students are English language learners (ELLs) who are specifically placed in a language development program, based on the home language survey (HLS) and the Idaho ELL Placement Test.

AMAO #1: Annual increases in the percent or number of LEP students making progress in acquiring English language proficiency, as determined by the IELA: **English Language "Progress/Growth".**

AMAO #2: Annual increases in the percent or number of LEP students attaining English language proficiency by the end of the school year, as determined by the IELA: **English Language "Proficiency".**

AMAO #3: LEA determination for making AYP (adequate yearly progress) on the spring ISAT for LEP students (section 1111(b)(2)(B)): "**AYP".**

If an LEA does not meet any one of the 3 measures in any given year, then the AMAOs are not met for that year.

Accountability measures, as set forth in section 3122(b) state that:

A. If a district LEP program fails to make progress toward meeting these objectives for two (2) consecutive years, the State Board of Education will work with the district to develop an improvement plan that specifically addresses the factors that prevented the district from achieving the objectives.

B. If a district LEP program fails to meet these objectives for four (4) consecutive years, the State Board of Education will either require the district to modify the curriculum and LEP program, or will determine if funding should continue and require the district to replace educational personnel.

C. Parental Notification
In addition to providing the general parental notifications, each district that has failed to make progress on the annual measurable achievement objectives for any fiscal year, shall separately inform a parent or the parents of a child identified for participation or participating in such program of such failure within 30 days of notice of failure to reach AMAOs. All notifications sent home to parents, must be translated into the home language, to the extent practicable. In addition, a parent has the right to remove their child from an LEP program at any time, see 3302(a)(A), 3302(b).

Part II: State Defined AMAO Targets and Definitions

The State Board of Education, Idaho's SEA, has looked at 3 years of IELA data and consulted with Idaho educators (Attachment B) to determine appropriate AMAOs for LEAs in the state. In February 2009, Idaho adopted the following definitions and will calculate AMAOs as indicated below. If an LEA does not meet any one of the three

AMAO measures, then the LEA will be considered as not meeting the AMAOs for that year.

"N" Count – Idaho has adopted the number of 34 in its accountability workbook, under Title I and will use this same number for Title III accountability. LEAs with less than 34 LEP students tested on the IELA will not be included in the LEP Accountability Plan. However, all LEAs with 34 or more LEP students, whether they receive Title III funds or not, will be held accountable to this LEP Accountability Plan. The only exception to this is for LEAs that receive Title III funds in a Consortia. All members of a consortium will be included in AMAO determinations regardless of the LEP subgroup size.

Title III Consortia Funds - AMAOs will be individually calculated for each LEA that receives Title III funds within a Consortium. These LEAs will be treated as separate entities and will not be combined for accountability purposes.

1. AMAO #1 - English Language Progress/Growth ("Progress"): Progress is defined as advancing one level or more of language proficiency per year, as indicated by the Idaho English Language Assessment (IELA). The IELA details 5 levels of English proficiency (see Attachment A for English language development level descriptors) and assesses the domains of listening, speaking, reading, writing and comprehension (listening + reading) in grades K-12. The 5 English language development levels as defined for Idaho are:

(1) Beginning
(2) Advanced Beginning
(3) Intermediate
(4) Early Fluent
(5) Fluent

Idaho has determined that on an annually increasing basis, the following percentages of LEP students within an LEA will achieve progress, as measured on the IELA.

Title III/LEP Annual Measurable Achievement Objectives (AMAOs) #1 Growth										
Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Target	25%	26.1%	27.2%	28.3%	29.4%	30.5%	31.6%	32.7%	33.8%	34.9%
rounded	25	26	27	28	29	31	32	33	34	35
Point increase	1.111	1.111	1.111	1.111	1.111	1.111	1.111	1.111	1.111	1.111

The AMAO **growth** targets are set on a linear growth interval, which increases in equal increments each year for 10 years, from 2009-2018. This research-based model[2] was adopted because it establishes the starting point to be at the corresponding percentage associated with the 25th percentile of LEAs, and the ending point to be at the corresponding percentage associated with the 75th percentile of LEAs. The percentiles were derived by ranking districts, from top to bottom, based on the percent of students, across all grades, who gained one or more proficiency levels from the previous year. It was determined that the rounding of the percentages at the 25th and 75th percentiles from the 2007-2008 IELA results would form the basis of the targets.

Through application of this method and the decision points from the group of Idaho educators, AMAO 1 will begin for the 2008-2009 school year with a target of 25% of students within an LEA increasing one level of proficiency on the IELA. AMAO 1 will end at the 2017-2018 school year with a target of 35% of students within an LEA increasing one level of proficiency on the IELA. The growth interval with these targets is a 1.111 point increase per year. Only students who have tested for 2 years (e.g. students who have 2 data points) will be included in AMAO 1.

2. AMAO #2 - English Language Proficiency ("Proficiency"): A student is defined as "proficient" in English on the IELA if a student tests at the early fluent and above (EF+) level within each sub-domain (listening, speaking, reading, writing and comprehension) assessed on the IELA. An EF+ on each sub-domain could result in a student receiving a total score of either a 4 (Early Fluent) or a 5 (Fluent) on the overall IELA score.

Idaho has determined that on an annually increasing basis, the following percentages of LEP students within an LEA will achieve "proficiency", as measured on the IELA.

Title III/LEP Annual Measurable Achievement Objectives (AMAOs) #2 Proficiency										
Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Target	13%	13.7%	14.5%	15.3%	16.1%	16.8%	17.6%	18.4%	19.2%	19.9%
rounded	13	14	15	15	16	17	18	18	19	20
Point increase	0.777	0.777	0.777	0.777	0.777	0.777	0.777	0.777	0.777	0.777

The AMAO **proficiency** targets are also set on a linear growth interval, which increases each year for 10 years, from 2009-2018. Again, this research-based model was adopted because it establishes the starting point to be at the corresponding percentage

[2]Linquanti, R. & George, C. (2007). Establishing and utilizing an NCLB Title III accountability system: California's approach and findings to date. In J. Abedi (Ed.), English language proficiency assessment and accountability under NCLB Title III: A national perspective. Davis: University of California.
Cook, H. G., Boals, T., Wilmes, C., & Santos, M. (2008). Issues in the development of annual measurable achievement objectives for WIDA consortium states (WCER Working Paper No. 2008-2). Madison: University of Wisconsin–Madison, Wisconsin Center for Education Research.

associated with the 25th percentile of LEAs, and the ending point to be at the corresponding percentage associated with the 75th percentile of LEAs. The percentiles were derived by ranking districts, from top to bottom, based on the percent of students, across all grades, who achieved proficiency on the IELA. It was determined that the rounding of the percentages at the 25th and 75th percentiles from the 2007-2008 IELA results would form the basis of the targets.

Through application of this method and the decision points from the group of Idaho educators, AMAO 2 will begin for the 2008-2009 school year with a target of 13% of students within an LEA reaching proficiency on the IELA. AMAO 2 will end at the 2017-2018 school year with a target of 20% of students within an LEA reaching proficiency on the IELA. The growth interval with these targets is a .777 point increase per year. All students tested within a district will be included in AMAO 2.

LEP Students Exiting from a Language Development Program

When a student scores “proficient” on the IELA they will be eligible to begin transition out of a language development program, however scoring proficient alone is not sufficient for exiting out of the program. The criteria for LEAs in Idaho to exit LEP students from a language development program is as follows:

1. Score at the Early Fluent level (EF+) on each sub-domain tested on the IELA (listening, speaking, reading, writing and comprehension)**;**

AND one of the following:

2. Receive an Idaho Reading Indicator (IRI) score of a 3 in grades K-3, or an Idaho Standards Achievement Tests (ISATs) score that meets the “Basic” level in grades 3-8 and 10;

I. OR

II. 3. Demonstrate access to mainstream content curriculum in one of the following ways:
   - Elementary: Consistent proficient scores on grade level benchmark unit assessments; or
   - Secondary: Core content area GPA (non-modified) of 2.0; or

III. - Qualified teacher observations that are based on language proficiency benchmarks and criteria, with supporting portfolio of student classroom work.

A student should not necessarily be kept in an LEP program if they are deemed “proficient” on the IELA, but are not yet at the “proficient” level on the ISAT. These are two different measures of achievement and have two different definitions.

3. AYP: AYP will be determined by annual spring ISAT data, as provided by the State Department of Education (SDE) for the LEP subgroup at the LEA level, where the LEA failed to make AYP in any target area because of the LEP subgroup.

Part III: LEA sanctions and procedures

The accountability measures for each LEA are determined by the results of the annual spring IELA and ISAT assessments of LEP students. Sanctions are determined by consecutive years of not meeting the AMAOs set forth above (1. progress, 2. proficiency, and 3. AYP).

Any type of improvement plan or restructuring should be seen as an opportunity for an LEA to thoroughly evaluate their programs and assess what steps need to be taken or changes that need to be made so that the LEA is able to better serve the LEP population.

Accountability and sanctions are applicable to all districts with LEP students, whether Title III funding is received or not, unless otherwise indicated below. Title III funding is the federal allocation for language acquisition, emergency immigrant, and consortia funding.

Appeals process

AMAOs will be calculated according to LEP student growth on the IELA and AYP. The appeals process for AYP takes place through the Department of Education. If an LEA believes that there has been an error in the calculation of AMAOs, then the LEA may contact the State LEP Program, however there will be no formal appeals process. Student scores may not be contested. Testing discrepancies (i.e. a student has taken 2 different grade level tests; a student has taken only a portion of the test) will be taken into consideration by the testing vendor when tests are scored and student reports are generated. The testing vendor may or may not contact the LEA directly to resolve the discrepancy.

AMAO Sanctions					
School Year	**2006-2007**	**2007-2008**	**2008-2009**	**2009-2010**	**2010-2011**
Improvement Year	Baseline Data from spring 2006	LEP Improvement 1	LEP Improvement 2	LEP Improvement 3	LEP Improvement 4
LEA Responsibility		Alert Status Parental Notification	1.Develop/augment Improvement Plan specific to LEP 2.Implement Improvement Plan Parental Notification	1.Continue School Improvement Plan 2. Review Plan and outcomes for adequacy Parental Notification	Corrective Action Plan * Title III LEAs could lose funding Parental Notification
SEA Responsibility		Technical Assistance	Technical Assistance	Technical Assistance	Technical Assistance

A. **If a district LEP program fails to make progress toward meeting these objectives for two (2) consecutive years,** the State LEP Program will work with the district to develop an improvement plan that specifically addresses the factors that prevented the district from achieving the objectives.

Baseline: The spring 2006 IELA assessment will give Idaho the baseline data to begin looking at LEP student growth.

LEP Improvement YEAR 1: Data from the spring 2007 IELA will provide information regarding what LEAs will be in LEP Improvement Year 1.

- Once notified, LEAs will be on alert status for this year.
- LEAs must send parental notification home to parents of LEP students indicating that the LEA did not meet AMAOs.

LEP Improvement YEAR 2: Data from spring 2008 will provide information regarding what LEAs will be in LEP Improvement Year 2.

- LEAs must submit an LEP Program Improvement Plan, which is based on the Idaho LEP Program Enhancement Grant Application.

- The State LEP program will review all LEP Program Improvement Plans and give feedback to each district.

- The LEAs will have until December 31 of each year that the LEA is in needs improvement to complete their improvement plan. The LEAs will have until May 31 of each year to demonstrate in writing the implementation of the plan within the LEA.

- Those LEAs that meet AMAOs in Year 2 will not be required to submit improvement plans.

- LEAs must send parental notification home to parents of LEP students indicating that the LEA did not meet AMAOs and must detail the process that the LEA is going through to remedy the situation.

LEP Improvement YEAR 3: Data from spring 2009 will provide information regarding what LEAs will be in LEP Improvement Year 3.

- The LEAs that are in LEP Improvement Year 3 must continue to implement their LEA improvement plan. The LEA must review the plan for outcomes and adequacy by December 31. The LEAs will have until May 31 to demonstrate in writing the changes made to the implementation of the school improvement plan within the LEA.

- Those LEAs that did not meet AMAOs in Year 2 but did meet AMAOs in Year 3 will continue to be required to submit documentation of implementation of their improvement plans by May 31 of that year.

- The State LEP program will continue to provide technical assistance first to the LEAs that have not previously developed an improvement plan, and then to those LEAs that already have an improvement plan on file.

- LEAs must send parental notification home to parents of LEP students indicating that the LEA did not meet AMAOs detailing the process that the LEA is going through to remedy the situation.

B. If a district LEP program fails to meet these objectives for four (4) consecutive years, the State LEP Program will either require the district to modify the curriculum and LEP program, or will determine if funding should continue and/or require the district to replace educational personnel.

LEP Improvement YEAR 4: Data from spring 2010 will provide information regarding what LEAs will be in LEP Improvement Year 4.

Title III LEAs

⇒ LEAs that receive Title III funds must submit a new corrective action plan that details how the LEP program and curriculum will be significantly modified. Input from staff, parents and community members is required. Further guidance from the State LEP program will detail what the corrective action plan must include.

⇒ LEAs must submit their corrective action plan by May 31 and written documentation of implementation of the corrective action by December 31 of the following school year.

⇒ The State LEP program will make the determination whether Title III funding will be continued and/or require that staff be terminated.

Non Title III LEAs

⇒ LEAs that do not receive Title III funds must also submit a corrective action plan that details how the LEP program and curriculum will be significantly modified. Input from staff, parents and community members is required. Further guidance from the State LEP program will detail what the corrective action plan must include.

⇒ LEAs must submit their corrective action plan by May 31 and written documentation of implementation of the corrective action by December 31 of the following school year.

- Those LEAs that did not meet AMAOs in Year 3 but did meet AMAOs In Year 4 will continue to be required to submit documentation of implementation of their improvement plans by May 31 of that year.

- The State LEP program will continue to provide technical assistance to all LEAs in LEP Improvement Year 4.

- LEAs must send parental notification home to parents of LEP students indicating that the LEA did not meet AMAOs detailing the process that the LEA is going through to remedy the situation.

LEP Improvement Year 4+

If a district continues to miss the AMAO targets after 4 consecutive years, the district must continue to implement its corrective action plan and provide documentation of implementation by December 31 and May 31. In addition, the State LEP Program will continue to work with the district to determine the best course of action.

C. Parental Notification

In addition to providing the general parental notifications, each district that has failed to make progress on the annual measurable achievement objectives for any fiscal year, shall separately inform a parent or the parents of a child identified for participation or participating in such program of such failure within 30 days. All notifications sent home to parents, must be translated into the home language, to the extent practicable. In addition, a parent has the right to remove their child from an LEP program at any time, see 3302(a)(A), 3302(b).

Attachment A:
Idaho English Language Development Level Descriptors

Level 1 - Beginning
Students performing at mastery of this level of English language proficiency begin to demonstrate basic communication skills. They can understand brief, very simple speech on familiar topics, with visual support. They can respond to simple social talk and academic instruction by using gestures or a few words or phrases, or very simple subject-predicate sentences. With assistance, they can read very brief text with simple sentences and familiar vocabulary, supported by graphics or pictures. They can write words, phrases and very simple sentences. They exhibit frequent errors in pronunciation, grammar, and writing conventions that often impede meaning.

Level 2 - Advanced Beginning
Students performing at mastery of this level of English language proficiency communicate with increasing ease in a greater variety of social and academic situations. They can understand brief, simple speech on mostly familiar topics, and need visual support. They can engage in basic social talk and academic instruction by using phrases or simple subject-predicate sentences. With assistance, they can read brief text with simple sentences and mostly familiar vocabulary, supported by graphics or pictures. They can write phrases and simple sentences. They exhibit frequent errors in pronunciation, grammar, and writing conventions that often impede meaning.

Level 3 - Intermediate
Students performing at mastery of this level of English language proficiency begin to expand the complexity and variety of their communication skills. They can understand speech on familiar and some unfamiliar topics, and may need some visual support. They can engage in social talk and academic instruction using increasingly detailed sentences. They can independently read simple text with mostly familiar vocabulary, and can read more complex text supported by graphics or pictures. They can write simple texts with support. They exhibit fairly frequent errors in pronunciation, grammar, and writing conventions that may impede meaning.

1. Level 4 - Early Fluent
Students performing at mastery of this level of English language proficiency communicate adequately in complex, cognitively demanding situations. They can understand social and academic speech at their grade level, and may need some visual support for unfamiliar topics. They can engage in social talk and academic instruction using detailed sentences and expanded vocabulary. They can write texts near grade level. They exhibit some errors in pronunciation, grammar, and writing conventions that usually do not impede meaning.

Level 5 - Fluent
Students performing at mastery of this level of English language proficiency communicate effectively with various audiences on a wide range of topics, though they

may need further enhancement and refinement of English language skills to reach the native level of their peers. They can understand a variety of social and academic speech at their grade level. They can engage in social talk and academic instruction using varied sentence structures and vocabulary appropriate to the context. They can independently read grade-level text, including technical text. They can write expanded texts appropriate to their grade level. They may exhibit a few errors in pronunciation, grammar, and writing conventions that do not impede meaning.

Beginning was chosen to reflect the skill level of English learners as they are just beginning to learn English; it refers to the mastery level after roughly six months of English language development (ELD) instruction.

Advanced Beginning was chosen for the second level because Objectives at that level generally reflect advancement of skills above the Beginning level rather than lack of skills below the Intermediate level.

Intermediate tends to be a major benchmark in ELD progress; English learners with proficiency at this level can learn in various content areas in a mainstream classroom as long as the teacher provides appropriate support.

Early Fluent and **Fluent** reflect the practice of considering English learners at these levels for redesignation as Fluent English Proficient status (based on a variety of appropriate measures).

Attachment B:
List of Idaho Educators for 2009 Accountability Plan Revision

Angela	Armstrong	Boundary #101	Principal - LEP/Migrant Director
Ellen	Batt	College of Idaho	Professor of Education and Modern Foreign Languages
Cindy	Bechinski	Moscow #281	Curriculum Director
Fernanda	Brendefur	State Department of Education	Title III/LEP Coordinator
H. Gary	Cook	University of Wisconsin	Consultant
Molly Jo	de Fuentealba	Boise #1	Federal Programs Consultant
Jesús	de León	Caldwell #132	Project Director - Federal Programs
Tristan	Galenski	Blaine #61	Middle School LEP Program Director
John	Graham	Filer #413	Superintendent
Margo	Healy	State Board of Education	ISAT and Accountability Director
Eric	Jensen	Jefferson #251	District LEP/Migrant Director and Elementary Principal
Aaron	Mitchell	Middleton #134	Director of Federal Programs
Diane	Olivia	Meridian #2	Title III/LEP Coordinator
Wayne	Rush	Glenns Ferry #	Superintendent
Sheri	Schmidt	Shelly #60	Federal Programs Director
Jim	Shank	Idaho Falls #91	Director of Federal Programs and Assessments
Galen	Shaver	McCall-Donnelly	Special Programs Director
D.	Simmons	Madison #321	Federal Programs Director
Doris	Sommer	Twin Falls #411	ESL Coordinator
Wendy	St. Michell	State Board of Education	IELA Manager
Elaine	Tobias	Pocatello #25	Title I Director
Neil	Williams	Fremont #215	Principal - LEP Director

IELA Scale Scores Corresponding to Proficiency Levels
(2009)

The tables in this document show the scale score ranges on the Idaho English Language Assessment (IELA) that correspond to Idaho English Language Development Performance Level Descriptors. Scale scores are derived from raw scores (number correct) and provide results for alternate forms (e.g., B1 and B2) on a common scale. IELA scale scores can be compared for the same language domain and the same grade-span test (A, B, C, D, or E). For example, all Form C reading scale scores can be compared regardless of whether the student took the C1 or C2 Reading test. However, Form C scale scores cannot be compared to Form D scale scores. Scale scores are useful for making comparisons over individuals and over time and are useful in gauging absolute levels of performance if they are mapped onto proficiency levels, as they are in the tables that follow. The mapping of score ranges to proficiency levels is based on the results of a Standards Reconsideration process involving Idaho educators in July 2009. These tables can be used to determine a student's level of English proficiency based on total test results and within each language domain. In addition, they can be used to know where in the proficiency category (e.g., bottom, middle) a student's score places her or him.

The first table shows the range of Total IELA scale scores by grade that correspond to each of five proficiency levels.

		Total IELA Proficiency Levels				
Form	**Grade**	**Beginning**	**Advanced Beginning**	**Intermediate**	**Early Fluent**	**Fluent**
A	**K**	**Below 370**	**370-380**	**381- 406**	**407- 430**	**431 and over**
B1/B2	**1**	**Below 351**	**351-371**	**372- 407**	**408- 427**	**428 and over**
	2	**Below 363**	**363-391**	**392- 424**	**425- 462**	**463 and over**
C1/C2	**3**	**Below 359**	**359-378**	**379- 396**	**397- 417**	**418 and over**
	4	**Below 361**	**361-382**	**383- 404**	**405- 429**	**430 and over**
	5	**Below 367**	**367-387**	**388- 416**	**417- 437**	**438 and over**
D1/D2	**6**	**Below 357**	**357-373**	**374- 394**	**395- 410**	**411 and over**
	7	**Below 357**	**357-374**	**375- 398**	**399- 417**	**418 and over**
	8	**Below 357**	**357-374**	**375- 403**	**404- 422**	**423 and over**
E1/E2	**9**	**Below 361**	**361-372**	**373- 398**	**399- 411**	**412 and over**
	10	**Below 362**	**362-375**	**376- 399**	**400- 414**	**415 and over**
	11	**Below 363**	**363-375**	**376- 399**	**400- 416**	**417 and over**
	12	**Below 364**	**364-375**	**376- 399**	**400- 417**	**418 and over**

The following table shows scale score ranges corresponding to proficiency levels in each of the language domains (Listening, Speaking, Reading, Writing) and Comprehension. Only three proficiency levels are reported because individual language domain tests do not contain a sufficient number of items to reliably report more than three levels.

		Language Domain Proficiency Levels		
Form	**Grade**	**Beginning**	**Advanced Beginning to Intermediate**	**Early Fluent and Above**
A	K	Below 84	84 – 103	104 and over
B1/B2	1	Below 82	84 – 102	103 and over
	2	Below 87	87 – 108	109 and over
C1/C2	3	Below 80	80 – 98	99 and over
	4	Below 81	81 – 101	102 and over
	5	Below 84	84 – 107	108 and over
D1/D2	6	Below 80	80 – 97	98 and over
	7	Below 80	80 – 99	100 and over
	8	Below 80	80 – 101	102 and over
E1/E2	9	Below 78	78 – 98	99 and over
	10	Below 79	79 – 99	100 and over
	11	Below 79	79 – 99	100 and over
	12	Below 80	80 – 99	100 and over

004. INCORPORATION BY REFERENCE.
The following documents are incorporated into this rule: (3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

a. Driver Education, as revised and adopted on August 21, 2008. (3-29-10)

b. Health, as revised and adopted on April 17, 2009. (3-29-10)

c. Humanities Categories: (3-29-10)

i. Art, as revised and adopted on April 17, 2009; (3-29-10)

ii. Dance, as revised and adopted on April 17, 2009; (3-29-10)

iii. Drama, as revised and adopted on April 17, 2009; (3-29-10)

iv. Interdisciplinary, as revised and adopted on April 17, 2009; (3-29-10)

v. Music, as revised and adopted on April 17, 2009; (3-29-10)

vi. World languages, as revised and adopted on April 17, 2009. (3-29-10)

d. Language Arts, Part I: reading, as revised and adopted on August 21, 2008. (3-29-10)

e. Language Arts, Part II: language arts, as revised and adopted on August 21, 2008.(3-29-10)

f. Limited English Proficiency, as revised and adopted on August 21, 2008. (3-29-10)

g. Mathematics, as revised and adopted on August 21, 2008. (3-29-10)

h. Physical Education, as revised and adopted on April 17, 2009. (3-29-10)

i. Science, as revised and adopted on April 17, 2009. (3-29-10)

j. Social Studies, as revised and adopted on April 17, 2009. (3-29-10)

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*~~ November 11, 2009. Copies of the document can be found on the State ~~*Board*~~ Department of Education website at ~~*http://www.boardofed.idaho.gov*~~ http://www.sde.idaho.gov/site/assessment/IELA/relatedDocs.htm. ~~*(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*~~ November 11, 2009. Copies of the document can be found on the State ~~*Board*~~ Department of Education website at ~~*http://www.boardofed.idaho.gov*~~ http://www.sde.idaho.gov/site/assessment/IELA/relatedDocs.htm. ~~*(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 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. (5-8-09)

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. (5-8-09)

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)

08.02.03.112. ACCOUNTABILITY.

The provisions in this section apply for the purposes of meeting the "No Child Left Behind" Act and the state of Idaho accountability requirements. (3-20-04)

01. ISAT Student Achievement Levels. There are four (4) levels of student achievement for the ISAT: Below Basic, Basic, Proficient, and Advanced. Definitions for these levels of student achievement are adopted by reference in Subsection 004.05. (4-2-08)

02. IELA Language Proficiency Levels. There are five (5) levels of language proficiency for students testing on the Idaho English Language Assessment: beginning," advanced beginning, intermediate, early fluent, and fluent. Definitions for these levels of language proficiency are adopted by reference in Subsections 004.02 and 004.04. (4-2-08)

03. Adequate Yearly Progress (AYP). (3-20-04)

a. Proficiency is defined as the number of students scoring proficient or advanced on the spring on-grade level ISAT. (3-20-04)

b. The State ~~*Board*~~ Department of Education will make AYP determinations for schools and districts each year. Results will be given to the districts at least one (1) month prior to the first day of school. ~~*(4-2-08)*~~(____)

c. The baseline for AYP will be set by the Board and shall identify the amount of growth (percentage of students reaching proficiency) required for each intermediate period. (3-20-04)

04. Adequate Yearly Progress (AYP) Definitions. For purposes of calculating and reporting adequate yearly progress, the following definitions shall be applied. (3-20-04)

a. Full Academic Year (continuous enrollment). (3-20-04)

i. A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved AYP in proficiency. A student is continuously enrolled if he/she has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. ~~*Students who are expelled but return to another school in the same district are considered continuously enrolled to determine the district AYP.*~~ ~~*(4-2-08)*~~(____)

ii. A student who is enrolled continuously in the school district from the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the school district has achieved AYP. (4-2-08)

iii. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the state has achieved AYP. (4-2-08)

b. Participation Rate. (3-20-04)

i. Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved AYP. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster file for the Spring ISAT. (3-20-04)

(1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation. (4-6-05)

(2) Students who are absent for the entire state-approved testing window because of ~~*a significant*~~ medical ~~*emergency*~~ reasons or are homebound are exempt from taking the ISAT if such circumstances prohibit them from participating. Students who drop out, withdraw, or are expelled prior to the beginning of the final makeup portion of the test window are considered exited from the school. ~~*(4-6-05)*~~(____)

ii. For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination. (3-20-04)

c. Schools. (3-20-04)

i. An elementary school includes a grade configuration of grades Kindergarten (K) through six (6) inclusive, or any combination thereof. (3-20-04)

ii. 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). (4-6-05)

iii. A high school is any school that contains grade twelve (12). (3-20-04)

iv. The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school. (3-20-04)

d. Subgroups. Scores on the ISAT must be disaggregated and reported by the following subgroups: (3-20-04)

i. Race/Ethnicity - Black/African American, Asian, Native Hawaiian/Pacific Islander, White, Hispanic/Latino Ethnicity, American Indian/Alaska Native. (3-20-04)

ii. Economically disadvantaged - identified through the free and reduced lunch program. (3-20-04)

iii. Students with disabilities - individuals who are eligible to receive special education services through the Individuals with Disabilities Education Act (IDEA). (3-20-04)

iv. Limited English Proficient - individuals who score in the low range on the state-approved language proficiency test and meet one of the following criteria: (4-6-05)

(1) Individuals whose native language is a language other than English; or (4-6-05)

(2) Individuals who come from environments where a language other than English is dominant; or (4-6-05)

(3) Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English. (4-6-05)

e. Graduation Rate. The State Board of Education will establish a target for graduation. All high schools must maintain or make progress toward the target each year. The graduation rate will be disaggregated by the subpopulations listed in Subsection 112.03.d. in the event the “safe harbor” is invoked by the school/district. By 2014, the schools/districts must meet the target. (3-20-04)

f. Additional Academic Indicator. The State Board of Education will establish a target for an additional academic indicator. All elementary and middle schools must maintain or make progress toward the additional academic indicator target each year. The additional academic indicator target will be disaggregated by the subpopulations listed in Subsection 112.03.d. in the event the “safe harbor” is invoked by the school/district. By 2014, the schools/districts must meet the target. (3-20-04)

05. Annual Measurable Achievement Objectives (AMAOs). Local school districts are responsible for ensuring district progress of Limited English Proficient (LEP) students in their acquisition of English. Progress and proficiency are measured by the IELA and determined based on three (3) AMAOs: (4-2-08)

a. Annual increases in the percent or number of LEP students making progress in acquiring English language proficiency; (4-2-08)

b. Annual increases in the percent or number of LEP students attaining English language proficiency by the end of the school year; and (4-2-08)

c. Each school district must make Adequate Yearly Progress for LEP students on the spring ISAT. (4-2-08)

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SUBJECT

Temporary and Proposed Rule- IDAPA 08.02.03.105.
Removal of the science ISAT from the graduation requirement.

REFERENCE

Idaho Administrative code, IDAPA 08.02.03.105

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.105
No Child Left Behind, Title I, Part A.

BACKGROUND/DISCUSSION

The science ISAT functions in a much different fashion than the reading, language usage or mathematics ISATs. The ISAT series includes integrated content, which in reading and mathematics works well because the concepts build on each other and are less course specific. However, in science, particularly at the high school level, courses do not directly build on one another. Thus the current cumulative approach presents a disadvantage to 10th grade students who, for example, may have taken biology two years previously or may not have had biology yet due to a different scope and sequence within a district. Compounding this problem are gaps in assessment which necessarily occur because science is only assessed at grades 5, 7, and 10. These may be factors in the lower pass rates in science compared to other content areas as reflected in the chart below. The full implementation of the Science ISAT requirement continues to present significant remediation issues as the chart indicates. Adding another assessment requirement with the lowest pass rate could present a significant hurdle to a number of Idaho's high school students. A more effective approach to ensure students have a specific, discrete set of knowledge might be a series of end-of-course assessments. In this way students could access assessments that are synchronized with the particular scope and sequence employed at their respective districts, enhancing their opportunity to demonstrate what they know and can do.

ISAT 2010 Grade 10 Percent Proficient and Advanced	
Reading	86.4%
Mathematics	76.9%
Language Usage	71.5%
Science	67.9%

Removal of the current ISAT science graduation requirement slated to be in force for the class of 2013 will allow the state to proceed with a studied and prudent approach to the potential use of other potentially more suitable methods of assessment and accountability in science, especially end of course assessments.

IMPACT

Annual costs for fall and spring retesting of 11th and 12th graders just for science will cost at a minimum $159,000 in fiscal year 2011, and to match the ISAT matrix and allow for a spring science test in grade 9, an additional $60,000 is needed. These annual estimated costs of $220,000 would be required additional costs to the ISAT contract for as long as the current Idaho Code governing state graduation requirements remains in place. There is also an undetermined cost for remediation at the district level.

ATTACHMENTS

Attachment 1 – Idaho Administrative Code 08.02.03.105 Page 3

BOARD ACTION

A motion to approve the temporary and proposed rules for IDAPA 08.02.03.105 to remove the science ISAT requirement and instruct the Department of Education to develop End of Course assessments in science to serve as a graduation requirement by the graduating class of 2017.

Moved by____________ Seconded by____________ Carried Yes_____ No_____

08.02.03.105

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. (5-8-09)

01. Credit Requirements. The State minimum graduation requirement for all Idaho public high schools is forty-two (42) credits. The forty-two (42) credits must include twenty-five (25) credits in core subjects as identified in Paragraphs 105.01.c. through 105.01.h. 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-six (46) credits and must include twenty-nine (29) credits in core subjects as identified in Paragraphs 105.01.b. through 105.01.g.(3-29-10)

a. Credits. (Effective for all students who enter the ninth grade in the fall of 2010 or later.) One (1) 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.(3-29-10)

b. Mastery. Students may also achieve credits by demonstrating mastery of a subject's content standards as defined and approved by the local school district or LEA. (3-29-10)

c. Secondary Language Arts and Communication. Nine (9) credits are required. Eight (8) 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. One (1) 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 Standards requirements. (3-29-10)

d. Mathematics. Four (4) 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. 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: (3-29-10)

i. Two (2) credits of Algebra I or courses that meet the Idaho Algebra I Content Standards as approved by the State Department of Education; (3-29-10)

ii. Two (2) credits of Geometry or courses that meet the Idaho Geometry Content Standards as approved by the State Department of Education; and (3-29-10)

iii. Two (2) credits of mathematics of the student's choice. (3-29-10)

iv. Two (2) credits of the required six (6) credits of mathematics must be taken in the last year of high school. (3-29-10)

e. Science. Four (4) 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. (3-29-10)

i. Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later, six (6) credits will be required. (3-29-10)

ii. Secondary sciences include instruction in the following areas: biology, physical science or chemistry, and earth, space, environment, or approved applied science. Four (4) credits of these courses must be laboratory based. (3-29-10)

f. Social Studies. Five (5) credits are required, including government (two (2) credits), United States history (two (2) credits), and economics (one (1) credit). Courses such as geography, sociology, psychology, and world history may be offered as electives, but are not to be counted as a social studies requirement. (3-29-10)

g. Humanities. Two (2) credits are required. Humanities courses include instruction in visual arts, music, theatre, dance, or world language aligned to the Idaho content standards for those subjects. Other courses such as literature, history, philosophy, architecture, or comparative world religions may satisfy the humanities standards if the course is aligned to the Idaho Interdisciplinary Humanities Content Standards. (3-29-10)

h. Health/Wellness. One (1) credit is required. Course must be aligned to the Idaho Health Content Standards. (3-29-10)

02. Content 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. (3-29-10)

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. (5-8-09)

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 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. (3-29-10)

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 105.01.b. through 105.01.g. in addition to the courses completed in middle school. (3-29-10)

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. ~~(5-8-09)~~ (8-12-10)

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: (5-8-09)

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; (5-8-09)

iii. Valid and reliable; and (5-8-09)

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: (5-8-09)

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; (5-8-09)

ii. The student completes another measure established by a school district or LEA and received by the Board as outlined in Subsection 105.06; or (3-29-10)

iii. The student has an IEP that outlines alternate requirements for graduation or adaptations are recommended on the test; (5-8-09)

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; (5-8-09)

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. (4-11-06)

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. (4-11-06)

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SUBJECT

Temporary/Proposed Rule Change IDAPA 08.02.03.109 – 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); 34 CFR §§300.301; 300.323

BACKGROUND/DISCUSSION

The Individuals with Disabilities Education Act (IDEA) sets certain timeframes for districts to complete particular activities such as initial evaluation for special education, reevaluation and dispute resolution. Timeframes help ensure that services for students are not unnecessarily delayed and reviewed appropriately. Federal regulation allows for 60 calendar days from the receipt of parent consent for initial evaluation to evaluate a student and determine eligibility for special education. After a student is found eligible for special education, regulations allow 30 calendar days to develop an individualized education program (IEP); implementation of that IEP must occur as soon as possible thereafter. Idaho's rules currently set a maximum 60 day timeline for student evaluation, determination of eligibility for special education, development of an IEP and implementation of that IEP. Consistent with federal regulation, Idaho's timeline starts upon the receipt of parent consent for initial evaluation for special education, and excludes periods when regular school is not in session for five or more consecutive school days, or if all parties agree to an extension beyond 60 days. Idaho also requires once eligibility is determined, an IEP must be developed and implemented within 30 days (as long as those 30 days still fall within the 60 day timeframe). An example would be if a student was evaluated and found eligible by the 15th day, a district would then have 30 days (not 45 days) to ensure development and implementation of an IEP. If a student was evaluated and found eligible on the 35th day, the IEP would have to be developed and implemented within 25 days.

This temporary and proposed rule change would change Idaho's timeline to more closely match the federal timeline and allow 60 calendar days from the receipt of parental consent for initial evaluation to the determination of eligibility, and if the student is found in need of special education, 30 calendar days from the time of that determination to develop and implement an IEP. Using the examples above, if a student was evaluated and found eligible within 15 days, a district would then have 30 days to ensure development and implementation of an IEP. If a student was evaluated and found eligible on the 35th day, the IEP would have to be developed and implemented within 30 days.

Districts have requested this change to ensure thorough and proper evaluation, eligibility determination and IEP development. The evaluation process includes a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by the parent. Both eligibility determination and IEP development must be conducted with a team (may be the same team for both). Team members at a minimum must include a district representative, parents, student (whenever appropriate), at least one general education teacher, a special education teacher, and individual qualified to interpret results and implications of assessments (such as a speech language pathologist or school psychologist). Other people may be included as needed or at the discretion of the parent or district. Flexibility provided in this rule change would help ensure that all relevant and necessary team members can be included in these essential processes, and that multiple meetings or additional assessment could be scheduled if necessary or beneficial to determine eligibility or develop an IEP.

This temporary and proposed rule change is effective retroactively to August 1 in order to ensure one consistent timeline for all students starting this school year.

IMPACT

There is no fiscal impact.

ATTACHMENTS

Attachment 1 – Temporary and Proposed Rule IDAPA 08.02.03.109 Page 3

BOARD ACTION

A motion to approve the temporary and proposed rule change to IDAPA 08.02.03.109 – Special Education

Moved by __________ Seconded by __________ Carried Yes _____ No _____

08.02.03.109

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. (3-29-10)

i. Regular due process hearing regarding issues on any matter related to identification, evaluation, placement, or the provision of a free appropriate public education. (3-29-10)

ii. For disputes concerning discipline for which shortened time lines are in effect, an expedited due process hearing may be requested in accordance with the Individuals with Disabilities Education Act. (3-29-10)

d. 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)

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; and special education case law that sets precedence in Idaho. (3-29-10)

f. Idaho Special Education Manual. Policies and procedures, as approved by the State Board of Education, that the State Department of Education is required to adopt to meet the eligibility requirements of 20 U.S.C, Section 1412 and are consistent with state and federal laws, rules, regulations, and legal requirements. (3-29-10)

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 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. 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)

e. 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)

f. 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)

g. 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)

h. Education agencies shall establish a team process to problem solve and plan general education 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 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. The total timeline from the date of receipt of written parental consent for an initial evaluation to the date of determination of eligibility for special education and related services must 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. ~~(3-29-10)~~(8-1-10)T

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~~ determination that the student needs special education and related services to the date of ~~IEP~~ implementation of the initial IEP shall not exceed ~~sixty~~thirty ~~(60)~~(30) 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)~~(8-1-10)T

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. (3-29-10)

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 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 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. (3-29-10)

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 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. (3-29-10)

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 IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General," Individuals with Disabilities Education Act (IDEA) requirements, and the Idaho Special Education Manual. In case of any conflict between the IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General" and the IDEA, the IDEA shall supersede the IDAPA 04.11.01, and IDAPA 04.11.01 shall supersede the Idaho Special Education Manual. (3-29-10)

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 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 08.02.03.160-161- Safe and Supportive Schools

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-116, 33-1612, Idaho Code

BACKGROUND/DISCUSSION

The use of restraint and seclusion in schools has become a topic of national focus. In May of 2009, the Education and Labor Committee in the U.S. House of Representatives held a hearing to examine the use of restraint and seclusion techniques in schools and the significant consequences that occur from misuse and misapplication of these techniques. The Government and Accountability Office simultaneously released testimony on “Seclusions and Restraints: Selected Cases of Death and Abuse at Public and Private Schools and Treatment Centers.” In July 2009 as a result of the testimony, Secretary of Education Arne Duncan issued a letter to the Chief State School Officers encouraging every state to develop, review or revise State policies and guidelines regarding restraint and seclusion.

At the local level, Idaho’s Special Education Advisory Panel (SEAP) also sent a letter to Superintendent Luna recommending that a task force be formed to create policies, rules and/or laws to address the use of restraints, seclusion and other aversive techniques in Idaho public schools.

Superintendent Luna accordingly authorized the creation of a task force at the State Department of Education to address the use of restraint, seclusion and other aversive techniques in Idaho public schools. The Safe and Supportive Schools Task Force includes representatives from the Idaho Council on Developmental Disabilities, DisAbility Rights Idaho, Idaho School Boards Association, Idaho Education Association, a school district special education director and a school principal (a full membership list is included in Attachment 3). Idaho currently does not have any laws, rules or policies governing the use of restraints, seclusion and aversive techniques in Idaho public schools. Data on the use of these techniques are not collected at the state level in Idaho. The proposed rules resulted from the task force’s discussions, review and identified needs to address the use of restraints, seclusion and other aversive techniques.

Restraint involves the forced restriction of a child’s body, which can involve manual restraint by staff, mechanical devices, or restraint through medication. Seclusion (or seclusionary timeout, as it is known in Idaho) involves the forced isolation of a child in a room or space from which the child cannot escape. The general term aversive refers to the deliberate infliction of physical and/or emotional pain and suffering for the purpose of changing or controlling a child’s behavior. Examples include spraying a child with cold water, lemon juice squirted into the eyes, holding harsh smelling chemicals under the child’s nose, or forced exercise such as “air chairs” or “wall sits” where a child squats against a wall in a sitting position without the support of an actual seat.

According to research conducted by various advocacy groups, the use of restraint, seclusionary timeout and other aversive techniques carry significant risk of injury or harm not only to the students who are subjected to them, but also to the school staff who must implement them.

The task force reviewed other states regulations and policies, the position statement from the Council for Children with Behavioral Disorders (a division of the national Council for Exceptional Children), a report by the National Disability Rights Network as well as a position statement from the Idaho Council on Developmental Disabilities. During the course of the task force’s work, national legislation was introduced and passed the U.S. House of Representatives governing the use of restraint and seclusion in schools. The task force reviewed the proposed legislation which for the most part was in line with the task force’s progress and priorities. In March of this year the “Keeping All Students Safe Act” passed the House and was referred to the Senate for a hearing which has not been scheduled to this date. In recognition of the already existing need to address this issue in Idaho, the task force felt it would not be prudent to wait for the potential passage of the legislation and subsequent regulations from the US Department of Education. In drafting the proposed rules, the task force was cognizant of being consistent with and not in conflict with the provisions in the proposed legislation.

In the proposed rule section 160 Safe Environment and Discipline is being amended to require each school district to have a comprehensive districtwide policy and procedure encompassing the use of restraint, seclusion and other aversive techniques. Districts are required to annually review policies listed under this section.

Section 161 Use of Restraint, Seclusion and Other Aversive Techniques is a new section of rule. This section prohibits the use of restraint and seclusion except in an emergency and only to the extent necessary to preserve the safety of students and others. An emergency is defined in the rules as a situation in which a student’s behavior poses a believable and real threat of imminent, serious physical harm to the student or others. Subsections of the rule address definitions, components in the districtwide policy required under section 160, procedures to be addressed in the districtwide procedures, training and documentation.

At a minimum district policies will be required to address circumstances under which seclusion or restraint may be applied, procedures to be followed by staff in cases of seclusion or restraint. School district personnel will be required to be notified of the incident, parent notification, training in crisis intervention, preventative and alternative measures to restraint, seclusion and other aversive techniques. Incident reports and that locations used for seclusion are safe and clean must also be addressed. Minimum procedures addressed in the district's policy and procedures must include observation during the restraint or seclusion, documentation if seclusion and restraint are contraindicated due to a student's condition, time limits, and follow-up for staff after an incident has occurred.

These rules would require that restraint and seclusion may only be implemented by a person who has been trained and certified in a crisis intervention program. The rules outline the minimum requirements that must be included in a crisis intervention program. These programmatic elements for crisis intervention are matched to the federally proposed Keeping All Students Safe Act in order to ensure that any person in Idaho certified in a crisis prevention program in accordance with these proposed rules would still be valid if the federal legislation passes. Some of Idaho's school districts already obtain training for staff members from programs that include these elements. The Special Education Statewide Technical Assistance (SESTA) center at Boise State University Center for School Improvement & Policy Studies will be the primary leader in ensuring that districts have the support and training to meet the requirements proposed in this rule. SESTA will be particularly involved with districts that do not currently have any staff members trained in programs that would meet the requirements.

The documentation subsection requires that in the annual review of the district policy (as required in section 160), a district review their documentation and reporting of incidents involving restraint and seclusion.

IMPACT

These rules will help ensure that Idaho public schools provide and support a safe environment conducive to learning. Proper training is important to prevent injury or harm not only to the students who are subjected to restraint and seclusion, but also to the school staff who may need to implement these procedures in emergency situations. Training needs, especially for districts that are not already meeting or exceeding the proposed requirements, will be supported by the SDE and SESTA.

ATTACHMENTS

BOARD ACTION

A motion to approve the proposed amendment to IDAPA 08.02.03.160 and IDAPA 08.02.03.161 Rules Governing Uniformity – Safe and Supportive Schools.

Moved by ___________ Seconded by ___________ Carried Yes _____ No _____

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Key Policy Letters Signed by the Education Secretary or Deputy Secretary

July 31, 2009

July 31, 2009

Dear Chief State School Officers:

On May 19, the Education and Labor Committee in the U.S. House of Representatives held a hearing to examine the abusive and potentially deadly misapplication of seclusion and restraint techniques in schools. Related to this hearing was the testimony issued on the same day by the Government Accountability Office on "Seclusions and Restraints: Selected Cases of Death and Abuse at Public and Private Schools and Treatment Centers." The testimony is available on the Internet at the following Web address: http://www.gao.gov/new.items/d09719t.pdf.

I was deeply troubled by the testimony, as I am sure you would have been. As education leaders, our first responsibility should be to make sure that schools foster learning in a safe environment for all of our children and teachers. Therefore, I am encouraging each State to review its current policies and guidelines regarding the use of restraints and seclusion in schools to ensure every student is safe and protected, and if appropriate, develop or revise its policies and guidelines.

My home State of Illinois has what I believe to be one good approach, including both a strong focus upon Positive Behavior Intervention and Supports (PBIS) as well as State regulations that limit the use of seclusion and restraint under most circumstances (see http://www.isbe.state.il.us/rules/archive/pdfs/oneark.pdf). The State's requirements, which I found to be extremely helpful as chief executive officer of the Chicago Public Schools, were described in testimony at the hearing. Illinois prohibits the use of seclusion or restraint for the purpose of punishment or exclusion, and allows trained staff to restrain students only in narrow circumstances. The State allows the use of isolated time out or physical restraint only in situations when it is absolutely necessary to preserve the safety of self or others; includes rules that must be followed when these techniques are used; and requires documentation of each incident to be provided to parents within 24 hours. Several other States have also adopted effective seclusion and/or restraint policies, but there are many jurisdictions that have not, leaving students and teachers vulnerable.

Approximately 8,000 schools across the country are already implementing PBIS, a systems approach to establishing the social culture needed for schools to achieve social and academic gains while minimizing problem behavior for all children. PBIS provides a framework for decision making that guides the implementation of evidence-based academic and behavioral practices throughout the entire school, frequently resulting in significant reductions in office disciplinary referrals, suspensions, and expulsions. While the successful implementation of PBIS typically results in improved social and academic outcomes, it will not eliminate all behavior incidents in a school. However, PBIS is an important preventative approach that can increase the capacity of the school staff to support children with the most complex behavioral needs, thus reducing the instances that require intensive interventions.

The American Recovery and Reinvestment Act provides significant one-time resources that districts can use to implement a school-wide system of PBIS. Districts could, consistent with program requirements, use funds provided for the State Fiscal Stabilization Fund, Title I of the Elementary and Secondary Education Act, the Individuals with Disabilities Education Act, and State and local funds to provide professional development, develop data systems, and offer coaching to establish and sustain these programs. The Department's Office of Special Education Programs funds the Center on Positive Behavioral Interventions and Supports, with a Web site (http://www.pbis.org/) where additional information and technical assistance on PBIS can be obtained free of charge.

I urge each of you to develop or review and, if appropriate, revise your State policies and guidelines to ensure that every student in every school under your jurisdiction is safe and protected from being unnecessarily or inappropriately restrained or secluded. I also urge you to publicize these policies and guidelines so that administrators, teachers, and parents understand and consent to the limited circumstances under which these techniques may be used; ensure that parents are notified when these interventions do occur; and provide the resources needed to successfully implement the policies and hold school districts accountable for adhering to the guidelines.

I encourage you to have your revised policies and guidance in place prior to the start of the 2009-2010 school year to help ensure that no child is subjected to the abusive or potentially deadly use of seclusion or restraint in a school. I have asked Fran Walter of our Office of Elementary and Secondary Education to work with staff from our regional Comprehensive Centers to contact your office by August 15, to discuss the status of your State's efforts with regard to limiting the use of seclusion and restraint to protect our students. During this contact, we expect to discuss relevant State laws, regulations, policies, and guidance that affect the use of seclusion and restraint, and any plans for further development or revisions. We expect to post the results of these discussions on the Department's Web site to assist in the sharing of information that will help protect our students.

In the meantime, please feel free to contact Ms. Walter at (202) 205-9198 or at Fran.Walter@ed.gov with any information or questions about your State's efforts to limit the use of restraints and seclusion in schools.

Thank you for your cooperation on this important topic.

Sincerely,

/s/

Arne Duncan

08.02.03.160-161 Rules Governing Thoroughness

160. SAFE ENVIRONMENT AND DISCIPLINE.
Each school district will have a comprehensive districtwide policy and procedure encompassing the following:

School Climate
Discipline
Student Health
Violence Prevention
Gun-free Schools
Substance Abuse - Tobacco, Alcohol, and Other Drugs
Suicide Prevention
Student Harassment
Drug-free School Zones
Building Safety including Evacuation Drills
Use of Restraint, Seclusion and other Aversive Techniques

Districts will conduct an annual review of these policies and procedures. (See Section 33-1612) ( )

161. USE OF RESTRAINT, SECLUSION AND OTHER AVERSIVE TECHNIQUES
Restraint and seclusion are prohibited except in an emergency as defined in this section and only to the extent necessary to preserve the safety of students and others. The use of other aversive techniques is prohibited. This section does not apply to the duties and responsibilities of law enforcement personnel. Nothing in this section shall be construed as limiting a person's right of self-defense under Idaho law or as limiting any immunity from civil or criminal liability granted under Idaho law to a person who has lawfully exercised force in the defense of self or another. ( )

01. **Definitions**. The following definitions apply only to Section 161 of these rules. ( )

a. **Aversive technique.** Physical, emotional or mental distress as a method of redirecting or controlling behavior. Education agencies are prohibited from using aversive techniques. ( )

b. **Crisis intervention.** Implementation of a predetermined strategy to mitigate immediate harm to student, staff or property. ( )

c. **Education agency**. Each school district, public agency, and governmental entity that is responsible for delivering public education, with the exception of the Department of Juvenile Corrections and Department of Corrections. ( )

d. **Emergency.** A situation in which a student's conduct creates a reasonable belief in another person that the student's conduct has placed the student or a third person in imminent danger of serious bodily harm. ( )

e. **Positive behavioral interventions and supports.** Application of a broad range of systematic and individualized strategies for achieving important social and learning outcomes, while preventing problem behaviors by making them irrelevant, inefficient, and ineffective. ( )

f. **Restraint.** A chemical, manual method, physical or mechanical device, material, or equipment for the purpose of immobilizing or reducing an individual's freedom of movement for the purpose of preventing harm to students and others. The term does not include seatbelts and other safety equipment when used to secure students during transportation. ( )

g. **Seclusion**. Involuntary confinement in a room or other space during which a student is prevented from leaving, or reasonably believes that he will be prevented from leaving, by means that include, but are not limited to, the following: ( )

i. manually, mechanically, or electrically locked doors that when closed cannot be opened from the inside ( )

ii. blocking or other physical interference by staff ( )

iii. coercive measures, such as the threat of restraint, sanctions, or the loss of privileges that the student would otherwise have, used for the purpose of keeping the student from leaving the area of seclusion. ( )

02. **Districtwide policy.** In accordance with section 160 of these rules each education agency, must have a comprehensive districtwide policy and procedure addressing the use of restraint and seclusion. Each education agency must provide training to staff members covering these policies and procedures. Any education agency's policy that permits the use of seclusion or restraint will include: ( )

a. circumstances under which seclusion or restraint will be applied ( )

b. written procedures to be followed by staff in cases of seclusion or restraint ( )

c. designation of school officials who will be informed of incidents when seclusion and physical restraint is used ( )

d. process for notifying parents within twenty-four hours of incident that includes contact information for education agency staff member to be contacted for further information ( )

e. training of personnel in crisis intervention ( )

f. preventative, alternative interventions to seclusion, restraint and other aversive techniques. ( )

g. reporting of incidents as required by state and federal regulations ( )

h. observing and monitoring the use of seclusion and restraint ( )

i. locations used for seclusion are safe and clean. ( )

03. **Procedures.** Any education agency's policy and procedures that permits the use of seclusion or restraint will include at a minimum procedures for the following: ( )

a. observing and monitoring the use of seclusion and restraint includes continuous, direct visual contact with the student ( )

b. documentation when seclusion and restraint are contraindicated due to the student's psychiatric, medical, or physical conditions. ( )

c. immediately terminate seclusion and restraint when the student is no longer an immediate danger to himself or others or if the student is observed to be in severe distress (____)

d. establish time limits (____)

e. following an incident involving seclusion, restraint or both (____)

i. notification of appropriate school officials (____)

ii. notification of parents within twenty-four hours of incident that includes contact information for education agency staff member to be contacted for further information (____)

iii. required documentation in accordance with subsection 05 of these rules (____)

04. Training. Seclusion and restraint techniques may only be employed by a person who has been trained in crisis intervention. (____)

a. Training in crisis intervention must include but is not limited to: (____)

i. evidence-based techniques shown to be effective in the prevention of physical restraint and seclusion. (____)

ii. evidence-based techniques shown to be effective in keeping both school personnel and students safe when imposing physical restraint or seclusion; (____)

iii. evidence-based skills training related to positive behavioral interventions and supports, safe physical escort, conflict prevention, understanding antecedents, de-escalation, and conflict management; (____)

iv. first aid and cardiopulmonary resuscitation (____)

05. Documentation. In accordance with section 160 of these rules each education agency's annual review of the districtwide policy and procedures addressing the use of restraint, seclusion and other aversive techniques must include a review of the documentation and reporting of incidents involving seclusion and restraint. (____)

16~~1~~2. -- 169. (RESERVED).

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Safe and Supportive Schools Task Force

Name		Organization
Greg	Deitchler	Region III & IV Children's Mental Health Subcommittee
Dina	Flores-Brewer	DisAbility Rights Idaho & SEAP
Matt	Hyde	Idaho State Parent Information and Resource Center (PIRC)
Courtney	Lester	Idaho Federation of Families for Children's Mental Health
Evelyn	Mason	Idaho Parents Unlimited
Matt	McCarter	SDE - Safe and Drug Free Schools
Steve	Meade	Idaho School Boards Association
Jackie	Meyer	Principal, Andrus Elementary - Meridian School District
Russell	Salyards	Health & Welfare - Community Outreach and Support Team
Charlie	Silva	Special Education Director, Boise School District 001
Tracy	Warren	Idaho Council on Developmental Disabilities
Sherri	Wood	Idaho Education Association
Jacque	Hyatt	SDE - Special Education
Joan	MacMillan	SDE - Special Education

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SUBJECT

Changes to the Idaho Special Education Manual

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-116, 33-2002, Idaho Code
20 U.S.C, Section 1412; Individuals with Disabilities Education Act (IDEA); 34 CFR §§300.301; 300.323

BACKGROUND/DISCUSSION

These changes correspond to the temporary and proposed rule changes to the 60 day timeline for student evaluation, determining eligibility for special education, development of an Individualized Education Program (IEP) and implementation of that IEP.

IMPACT

There is no fiscal impact. This change will allow more time for assessment and team meetings to determine eligibility for special education.

ATTACHMENTS

BOARD ACTION

A motion to adopt the changes to the Idaho Special Education Manual.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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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 comprehensive 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. The time between receiving consent for evaluation and determining eligibility for special education and related services 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 evaluation as long as Federal IDEA 2004 time requirements are met. See Chapter 4 for guidance on timeline exceptions. 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 SDE 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~~a determination that the student needs special education and related services and ~~implementing~~ implementation of the IEP cannot exceed ~~60~~ 30 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).

The above information also pertains to evaluations for determining Part B eligibility for children transitioning from the Infant/Toddler Program (ITP).

Section 3. Written Notice and Consent for ~~Assessment~~Evaluation

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 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:

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

E. Timeline

The time between receiving written consent for initial ~~assessment~~ evaluation and ~~implementing the IEP~~determining eligibility for special education and related services cannot exceed 60 calendar days, excluding periods when regular school is not in session for five or more consecutive school days. The time between eligibility determination and implementation of the IEP cannot exceed 30 days.

In unusual circumstances, all parties may agree in writing to an extension of the 60-day period for the purpose of initial ~~assessment~~evaluation. 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 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 5B for additional information on collaboration with the ITP throughout the transition process.

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 2J of this chapter, "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~~ 30 calendar days of ~~receiving parent and/or adult student consent for initial evaluation~~, a determination that the student needs special education and related services, 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 12).

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 student 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.

continue to provide such services, but must provide you with prior written notice, as described under the heading ***Prior Written Notice***, before discontinuing those services.

~~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 IDEA if it declines to pursue the reevaluation in this manner.

Documentation of reasonable efforts to obtain parental consent

Your school must maintain documentation of reasonable efforts to obtain your consent for initial evaluations, to provide special education and related services for the first time, for a 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 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.

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**

SUBJECT

Approval for "New School" status for schools in Restructuring

REFERENCE

January 14, 2008	Second Motion/S: (Luna/Stone): To approve the restructuring rubric for Idaho Local Education Agencies and Schools. Motion carried unanimously.
February 18, 2010	M/S (Luna/Edmunds): To approve the request by the State Department of Education to approve Scott Crane, Emma Atchley, Gary Johnstone, Bill Parrett, Greg Alexander, Marybeth Flachbart and Anne Ritter as members of the Restructuring Subcommittee, all for a term of three years. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

SEC 1116(b)(8) No Child Left Behind
34 CFR §200.34
Page 13, Appendix A, *State of Idaho Consolidated State Application Accountability Workbook*

BACKGROUND/DISCUSSION

According to No Child Left Behind (NCLB), schools that have not demonstrated Adequately Yearly Progress (AYP) for five (5) consecutive years enter into a status called Restructuring. This is preceded by a 3-year period of planning and implementing School Improvement Plans and Corrective Action Plans. According to the law, Restructuring means that a school must implement one of five options for alternative governance in order to significantly and substantially change the operations of and academic results in the school. Restructuring is implemented in a two phase process: a year of planning for alternative governance and, if the school fails to make AYP again, a second year of implementing the alternative governance. The options for alternative governance are:

a. Replace all or most of the school staff
b. Enter into a contract with an entity…to aid in the operation of the school
c. Turn the operation of the school over to the state education agency, if the state agrees
d. Re-open as a public charter school
e. Implement any **other** major restructuring of the school's governance that is consistent with the principles set forth in SDE's restructuring rubric.

A Restructuring Plan and the implementation of alternative governance does not guarantee that a school will exit from AYP the school improvement status or timeline. Schools stay in needs improvement status until they (a) meet AYP for two consecutive years OR (b) it is determined that they have substantially become a "New School" for the purpose of accountability.

According to the *State of Idaho Consolidated State Application Accountability Workbook,* Appendix A, the Idaho State Board of Education has authority under NCLB to grant New School Status to schools that have restructured. A New School is one that, in the process of restructuring, has become substantially different. In other words, the way it does business now is highly distinguishable from the way it looked when first entering into AYP needs improvement status. The State Board of Education Subcommittee on Restructuring evaluates such schools holistically to make such a determination and recommends the New School status for approval to the Board of Education.

To evaluate the changes a school has made, the Subcommittee on Restructuring evaluates the evidence that the school has submitted via a comprehensive portfolio that represents what the school has accomplished. Any school recommended and approved as a New School is thereby exited from AYP restructuring and needs improvement status.

IMPACT

There is no fiscal impact. If approved, the schools will no longer be identified for school improvement. Schools designated as new schools would no longer be required to provide school choice.

ATTACHMENTS

Attachment 1 – Timeline and Process for "New School" status for schools in Restructuring	Page 3
Attachment 2 – List of Appointed Subcommittee Members	Page 5
Attachment 3 – Summary of Schools and Recommendation	Page 7
Attachment 4 - Recommendation Letters for Approval	Page 9

BOARD ACTION

A motion to approve the recommendation by the Subcommittee on Restructuring to grant "New School" status to the submitted schools in Restructuring.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Timeline and Process for “New School” status for schools in Restructuring

January 2008	State Board of Education approved a scoring rubric to use with schools in Restructuring
School Year 2008-2009	State Department of Education provided assistance in developing restructuring action plans to schools in the Restructuring Planning phase
June 2009	State Board of Education approved the design for a Subcommittee on Restructuring
Fall 2009	State Department of Education provided onsite assistance, upon request, to schools in the Restructuring Implementation phase
December 2009	State Board of Education took nominations for members of the Subcommittee on Restructuring
January 2010	State Department of Education notified schools in Restructuring that they could apply for New Schools status by preparing a portfolio and presenting to the Subcommittee on Restructuring
February 2010	State Board of Education confirmed appointments to the Subcommittee on Restructuring
March 2010	State Department of Education provided training to schools in Restructuring related to the restructuring process and how to apply for New School status
March 2010	State Board of Education Subcommittee on Restructuring met with State Department of Education staff to coordinate expectations for a May review of New School applicants
Spring 2010	State Department of Education provided onsite assistance, upon request, to schools in Restructuring that were preparing New School portfolio applications
April 2010	State Board of Education Subcommittee on Restructuring met with State Department of Education staff to design and finalize the process for a May review of New School applicants
May 2010	State Board of Education Subcommittee on Restructuring conducts review of New School applicants and makes determinations about recommendations to be made at the August Board of Education Meeting
June 2010	State Department of Education notified New School applicant of the recommendations that will be made by the Subcommittee on Restructuring

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List of Appointed Subcommittee Members

- ☐ Emma Atchley, Chair, State Board Member
- ☐ Anne Ritter, Meridian School Board
- ☐ Dr. William Parrett, Center for School Improvement, Boise State University
- ☐ Dr. Scott Crane, Superintendent, Blackfoot School District
- ☐ Gary Johnston, State and Federal Programs Director, Vallivue School District
- ☐ Greg Alexander, Principal, Sacajawea Elementary

State Department of Education Staff Members

- ☐ Marybeth Flachbart, Deputy Superintendent, Student Achievement & School Improvement
- ☐ Steve Underwood, Director, Statewide System of Support

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Summary of Schools and Recommendation

School District	School	Subcommittee Determination
002 Meridian	Meridian Middle School	Provisional Recommendation
025 Pocatello	Irving Middle School	Provisional Recommendation
055 Blackfoot	Blackfoot High School	Provisional Recommendation
055 Blackfoot	Mountain View Middle School	Recommended
131 Nampa	West Middle School	Recommended
151 Cassia County	Burley Junior High School	Recommended
139 Vallivue	Vallivue Middle School	Provisional Recommendation
331 Minidoka County	East Minico Middle School	Recommended
331 Minidoka County	Minico Senior High School	Recommended
331 Minidoka County	West Minico Middle School	Recommended
411 Twin Falls	Twin Falls Senior High	Recommended

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STATE DEPARTMENT OF EDUCATION

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BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

July 12, 2010

Lisa Austin, Principal
Meridian Middle School
1507 West 8th Street
Meridian, ID 83642-2013
austin.lisa@meridianschools.org

Dear Ms. Austin:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Meridian Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc:	Linda Clark, Superintendent	clark.linda@meridianschools.org
	Denise Shumway, Administrator Of Federal Programs	shumway.denise@meridianschools.org

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STATE DEPARTMENT OF EDUCATION

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

July 12, 2010

Susan Pettit, Principal
Irving Middle School
911 North Grant Avenue
Pocatello, ID 83204-2847
pettitsu@d25.k12.id.us

Dear Ms. Pettit:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Irving Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc: Mary Vagner, Superintendent vagnerma@d25.k12.id.us
Elaine Tobias, Title I Coordinator tobiasel@d25.k12.id.us

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

July 12, 2010

Blaine Mcinelly, Principal
Blackfoot High School
870 S Fisher Avenue
Blackfoot, ID 83221-3305
mcinb@d55.k12.id.us

Dear Mr. Mcinelly:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Blackfoot High School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc:	Scott Crane, Superintendent	crans@d55.k12.id.us
	Linda Dunbar, Title One Director	dunbl@d55.k12.id.us

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Jake Jacobson, Principal
Mountain View Middle School
645 Mitchell Road
Blackfoot, ID 83221-2985
jake@d55.k12.id.us

Dear Mr. Jacobson:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your application for New School status. The subcommittee has determined that Mountain View Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(ii), replacing all or most of the school staff who are relevant to the failure to make adequate yearly progress. This is due to the significant changes that have occurred in the school's staffing composition following the Corrective Actions taken both during and after School Improvement Year 3 and other program and governance changes occurring in successive years. The subcommittee also commends the school staff for the significant improvement evidenced in student achievement data, such as decreasing the number of AYP indicators missed from fifteen in 2007 to five in 2008, the first year of Restructuring, as well as demonstrating above average improvement in the overall percentage of students proficient in Reading and Mathematics between 2007 and 2009. While the subcommittee understands that there are still areas of achievement to be addressed, they have chosen to recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc:	Scott Crane, Superintendent	crans@d55.k12.id.us
	Linda Dunbar, Title One Director	dunbl@d55.k12.id.us

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Stefanie Duby, Principal
West Middle School
28 S Midland Blvd
Nampa, ID 83651-2425
sduby@nsd131.org

Dear Ms. Duby:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that West Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(ii), replacing all or most of the school staff who are relevant to the failure to make adequate yearly progress. This is due to the significant changes that have occurred in the school's staffing composition, school attendance boundaries, program structure, and student population. And, while these structural, governance changes were sufficient, the subcommittee also commends the school staff for the significant improvement evidenced in student achievement data. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc:	Gary Larsen, Superintendent	glarsen@nsd131.org
	Susie Caywood, Title I Coordinator	scaywood@nsd131.org

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Steve Copmann, Principal
Burley Junior High School
700 W 16th St
Burley, ID 83318-1710
copsteve@sd151.k12.id.us

Dear Mr. Copmann:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Burley Junior High School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc: Gaylen Smyer, Superintendent smygalen@sd151.k12.id.us
Christine Brown, Federal Programs Director brochris@sd151.k12.id.us

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

July 12, 2010

Rod Lowe, Principal
Vallivue Middle School
16412 S 10th Avenue
Caldwell, ID 83607-8248
rlowe@vallivue.org

Dear Mr. Lowe:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Vallivue Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc: George Grant, Superintendent ggrant@vallivue.org
Gary Johnston, Federal Programs Director gajohnston@vallivue.org

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Kevan Vogt, Principal
East Minico Middle School
1805 H Street
Rupert, ID 83350-1055
kvogt@minidokaschools.org

Dear Mr. Vogt:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that East Minico Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc: Scott Rogers, Superintendent srogers@minidokaschools.org
Michele Widmier, Federal Programs Director mwidmier@minidokaschools.org

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Dan Rogers, Principal
Minico Senior High School
292 W 100 S
Rupert, ID 83350-9684
drogers@minidokaschools.org

Dear Mr. Rogers:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Minico Senior High School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc:	Scott Rogers, Superintendent	srogers@minidokaschools.org
	Michele Widmier, Federal Programs Director	mwidmier@minidokaschools.org

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STATE DEPARTMENT OF EDUCATION

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Sandra Miller, Principal
West Minico Middle School
155 S 600 W
Paul, ID 83347-8621
sanmiller@minidokaschools.org

Dear Ms. Miller:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that West Minico Middle School has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(v), any other major restructuring of the school's governance arrangement that makes fundamental reforms to improve student academic achievement. It was quite evident to the subcommittee that your restructuring efforts have already begun to result in significant improvement for student achievement. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc: Scott Rogers, Superintendent srogers@minidokaschools.org
Michele Widmier, Federal Programs Director mwidmier@minidokaschools.org

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STATE DEPARTMENT OF EDUCATION

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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

May 24, 2010

Ben Allen, Principal
Twin Falls Senior High
1615 Filer Ave E
Twin Falls, ID 83301-4258
allenbe@tfsd.k12.id.us

Dear Mr. Allen:

Congratulations! The State Board of Education subcommittee on school restructuring has completed their review of your portfolio application for New School status. The subcommittee has determined that Twin Falls Senior High has substantially restructured and put in place alternative governance in accordance with NCLB Section 1116(b)(8)(B)(ii), replacing all or most of the school staff who are relevant to the failure to make adequate yearly progress. This is due to the significant changes that have occurred in the school's staffing composition, school attendance boundaries, program structure, and student population. The subcommittee will therefore recommend to the State Board of Education that your school be considered a New School for the purpose of Adequate Yearly Progress and accountability. This recommendation will occur at the State Board meeting in August. Final approval is contingent upon the State Board's decision. If approved, New School status will thereby allow your school to exit from the School Improvement timeline and start anew based on the outcomes of your students' 2010-11 data. Again, congratulations! I thank you for the hard work you are doing on behalf of Idaho's children.

Sincerely,

Steven M. Underwood

Steve Underwood
Director, Statewide System of Support
Division of Student Achievement & School Improvement

Cc:	Wiley Dobbs, Superintendent	dobbswi@tfsd.k12.id.us
	Patti O'dell, Title I Director	odellpa@tfsd.k12.id.us
	Mary Lu Barry	barryma@tfsd.k12.id.us

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SUBJECT

Adoption of curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee.

APPLICABLE STATUE, RULE, OR POLICY

IDAPA 08.02.03.128 Rules Governing Thoroughness, Curricular Materials Selection
Section 33-118a, Idaho Code

BACKGROUND/DISCUSSION

The Administrative Rules of the Idaho State Board of Education, IDAPA 08.02.03.128 describes the adoption process for curricular materials as an adoption cycle of six (6) years. Curricular materials are defined as "textbook and instructional media including software, audio/visual media and Internet resources" (Idaho Code 33-118A.) Idaho is a multiple adoption state. The Curricular Materials Selection Committee is charged with the responsibility to screen, evaluate, and recommend curricular materials for adoption by the State Board of Education.

For 2010, the main adoption cycle is curricular materials in the subject areas of Social Studies, Economics, Psychology, Sociology, and Character Education. Interim clause allows for submissions in the subject areas of Health; Physical Education; Humanities: Art, Dance, Music, Theatre; and Drivers Education; Annual adoption includes Limited English Proficiency and Computer Applications.

This year the curricular materials review week was held June 14-18, 2010. Forty-five content area specialists from throughout the state assisted the fifteen standing committee members in the evaluation of the curricular materials.

ATTACHMENTS

Attachment 1 – 2010 Curricular Materials Recommendations. Page 3

BOARD ACTION

A motion to adopt the curricular materials and their related instructional materials as recommended by the Curricular Materials Selection Committee as submitted for Social Studies, Economics, Psychology, Sociology, Character Education, Health, Physical education, Humanities, Drivers Education, Limited English Proficiency and Computer Applications.

Moved by __________ Seconded by ____________ Carried Yes ___ No ___

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2010
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. The 2010 *Session* called for reviewing curricular materials in the main subject areas of Social Studies, Economics, Sociology, Psychology and Character Education. Interim materials include Health, Physical Education, and Humanities. 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 consdiered 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 Lisitings. Local school boards must approve this request <u>prior</u> 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 social studies, economics, sociology, psychology, character education, health, physical education, humanities: world language, limited English proficiency, and computer application specialists from throughout the state, met for one week in June to review and correlate all materials to the Content Standards 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 2010), contracts are mailed to the publishing companies (August 2010). After the return of signed contracts, the listing of newly adopted materials is published by December 1, 2010 in the annual Adoption Guide found on the Internet at
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
College of Idaho
Caldwell, Idaho

Albertson Library
Boise State University
Boise, Idaho

David O. McKay Library
Brigham Young University-Idaho
Rexburg, Idaho

Instructional Materials Center
Idaho State University
Pocatello, Idaho

Curriculum Library
Lewis-Clark State College
Lewiston, Idaho

Riley Library
Northwest Nazarene University
Nampa, Idaho

Instructional Materials Technology Ctr
University of Idaho
Moscow, 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, 2010

Sally Harris State Div. of Prof-Tech Education PO Box 83720 Boise ID 83720-0095	Peter Kavouras Social Studies Coordinator Idaho State Dept of Education PO Box 83720 Boise ID 83720-0027	Patty Silvers, Public School Trustee Murtaugh Jt School Dist. 418 PO Box 117 Murtaugh, ID 83344
Rodney McConnell State's Institution of Higher Ed College of Education, ED 405B University of Idaho Moscow ID 83844	Dr. Bruce Roberts, Asst Supt. Public School Administrators Bonneville School Dist. 3497 North Ammon Road Idaho Falls, ID 83401-1301	Stacey Jensen Elementary Teacher Edahow Elementary School 2020 Pocatello Creek Road Pocatello, ID 83201
Susan Day Scherz, Ed.D., State's Institution of Higher Ed Idaho State University Dept. of Educational Leadership 921 South 8th Avenue, Stop 8059 Pocatello, ID 83209-8059	Chris Lyon Private/Parochial School Holy Family Catholic School 3005 W. Kathleen Ave. Coeur d'Alene, ID 83815	Darlene Matson Dyer Secondary Teacher Wood River High School 950 Fox Acres Road Hailey, ID 83333.
Margaret Chase State's Institution of Higher Ed Boise Sate University 1910 University Drive #502 College of Education, MS1745 Boise, ID 83725	Linda Lofaro Coursey State's Institution of Higher Ed Lewis-Clark State College Division of Education 500 E 8th Ave. Lewiston, ID 83501	Vicki Scaggs Secondary Teacher Vallivue High School 1407 Homedale Road Caldwell, ID 83607
Geri Gillespy, Vice Principal Public School Administrators Siena K-8 2870 East Rome Drive Meridian, ID 83333.	Val Fenske, Executive Secretary Curriculum & Technology Ctr. 650 West State Street Boise, ID 83702	Emily Perkes, PTA Parent Representative 109 South 900 West Blackfoot, ID 83221

2010 Curricular Materials Social Studies, Economics, Sociology, Psychology, and Character Education, Recommendations

Curricular Materials Recommendations - Regular Adoptions

It was moved by **Vicki Scaggs**, 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* ofSocial Studies, Economics, Psychology Sociology and Character 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 **Stacey Jensen**, 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 **Maggie Chase**,, seconded by **Susan Day Scherz**, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Interim Adoption* of Health, Physical Education and Humanities 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 18, 2010.

Respectfully submitted,
Val Fenske
Executive Secretary

IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Social Studies
K-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
American Legacy Publishing	**Kindergarten Studies Weekly**	**Kathleen Hoover Linda Moore**	**2011**	**K**	**00000-1550-3054**	**R 65%**
	Notes: Recommended as a "Resource Only". Key Features: Consumable, Contains 24 Full Color Weekly Student Editions, 24 Full Color Weekly Big Issues and 1 Teacher Resource Book					
	First Grade Studies Weekly	**Kathleen Hoover Linda Moore**	**2011**	**1**	**00000-1550-3062**	**R 63%**
	Notes: Recommended as a "Resource Only". Key Features: Consumable, Contains 24 Full Color Weekly Student Editions, 24 Full Color Weekly Big Issues and 1 Teacher Resource Book					
	Second Grade Studies Weekly	**Kathleen Hoover Linda Moore**	**2011**	**2**	**00000-1550-3070**	**R 79%**
	Notes: Recommended as a "Resource Only". Key Features: Consumable, Contains 24 Full Color Weekly Student Editions, 24 Full Color Weekly Big Issues and 1 Teacher Resource Book					
Capstone Publishers	**Capstone Interactive Library-Perpetual License**	**Various Authors**	**2009**	**K-5**	**1429645822**	**R**
	Notes: Recommended as a "Resource Only". Key Features: Offers over 200 titles for various reading levels including beginning, struggling, and reluctant readers. This web-based resource features word-by-word highlighting, read-aloud technology, links to safe websites and extended learning opportunities, as well as links to educational games and randomly generated quizzes for each title. Fiction, science, and dual language titles are also available. Dual language titles can be read aloud in either Spanish or English. Capstone Interactive Library has a user-friendly interface that students can access from school or home. This can be a one-time purchase with the perpetual license or as an annual subscription.					
	Capstone Interactive Library-Annual License				9781429643542	
Center for Civc Education	**We the People: The Citizen & the Constitution**	**Charles N. Quigley, et al**	**2003**	**5-6**	**978-0-89818-169-2**	**R Grade 5 = 38% Grade 6 = 36%**
	Notes: Recommended as a "Resource Only". Teacher edition required. Aligns to standards 4. Key Features:					
	We the People: The Citizen & the Constitution – Teacher's Guide					
	We the People: Project Citizen	**Charles N. Quigley, et al**	**2008**	**5-8**	**978-0-89818-226-2**	**R**
	Notes: Recommended as a "Resource Only". Designed to foster the development of student's interest and ability ti participate compently in local and state government. Key Features:					
	We the People: Project Citizen - Teacher's Guide				978-0-89818-236-1	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Great Americans / Set of 12 Titles**	**Various Authors**	**2008**	**2-4**	**9780836883725**	**R**
	Notes: Recommended as a "Resource Only". Biographical readers to support curriculum content. Key Features:					
	Andrew Jackson	Monica Rausch	2007	2-4	978-0-8368-7690-1	
	Anne Hutchinson	Barbara Kiely Miller	2008	2-4	978-0-8368-8324-4	
	Benjamin Franklin	Monica Rausch	2007	2-4	978-0-8368-7689-5	
	Chief Joseph	Barbara Kiely Miller	2008	2-4	978-0-8368-8321-3	
	Crispus Attucks	Monica Rausch	2007	2-4	978-0-8368-7688-8	
	Frederick Douglass	Barbara Kiely Miller	2008	2-4	978-0-8368-8322-0	
	George Washington Carver	Barbara Kiely Miller	2008	2-4	978-0-8368-8320-6	
	Harriet Tubman	Monica Rausch	2007	2-4	978-0-8368-7693-2	
	John Muir	Barbara Kiely Miller	2008	2-4	978-0-8368-8325-1	
	Sacagawea	Monica Rausch	2007	2-4	978-0-8368-7692-5	
	Sam Houston	Barbara Kiely Miller	2008	2-4	978-0-8368-8323-7	
	Thomas Jefferson	Monica Rausch	2007	2-4	978-0-8368-7691-8	
	People We Should Know / Set of 15 Titles	**Various Authors**	**2006**	**2-4**	**9780836849295**	**R**
	Notes: Recommended as a "Resource Only". Biographical readers to support curriculum content. Key Features:					
	Amelia Earhart	Jonatha A Brown	2005	2-4	978-0-8368-4472-6	
	Bill Gates	Jonatha A Brown	2005	2-4	978-0-8368-4317-0	
	Cesar Chavez	Jonatha A Brown	2006	2-4	978-0-8368-4752-9	
	Eleanor Roosevelt	Jonatha A Brown	2005	2-4	978-0-8368-4475-7	
	Henry Ford	Jonatha A Brown	2005	2-4	978-0-8368-4473-3	
	Jackie Robinson	Jonatha A Brown	2005	2-4	978-0-8368-4318-7	
	Martin Luther King Jr.	Jonatha A Brown	2005	2-4	978-0-8368-4474-0	
	Muhammad Ali	Jonatha A Brown	2006	2-4	978-0-8368-4750-5	
	Neil Armstrong	Jonatha A Brown	2006	2-4	978-0-8368-4751-2	
	Oprah Winfrey	Jonatha A Brown	2005	2-4	978-0-8368-4319-4	
	Rosa Parks	Jonatha A Brown	2006	2-4	978-0-8368-4755-0	
	Steven Spielberg	Jonatha A Brown	2005	2-4	978-0-8368-4476-4	
	Tiger Woods	Jonatha A Brown	2005	2-4	978-0-8368-4320-0	
	Venus and Serena Williams	Jonatha A Brown	2005	2-4	978-0-8368-4477-1	
	Walt Disney	Jonatha A Brown	2006	2-4	978-0-8368-4753-6	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**People We Should Know (Second Series) / Set of 14 Titles**	**Various Authors**	**2010**	**2-4**	**9781433936777**	**R**
	Notes: Recommended as a "Resource Only". Biographical readers to support curriculum content. Key Features:					
	Barack Obama	Geoffrey M Horn	2009	2-4	978-1-4339-0157-7	
	Danica Patrick	Dina El Nabli	2009	2-4	978-1-4339-0158-4	
	Ellen Ochoa	Jayne Keedle	2009	2-4	978-1-4339-0159-1	
	John McCain	Geoffrey M Horn	2009	2-4	978-1-4339-0160-7	
	LeBron James	Mike Kennedy	2009	2-4	978-1-4339-0161-4	
	Nancy Pelosi	Geoffrey M Horn	2009	2-4	978-1-4339-0162-1	
	Al Gore	Joe McGowan	2009	2-4	978-1-4339-3297-7	
	Hillary Rodham Clinton	Jill Egan	2009	2-4	978-1-4339-2193-3	
	Joe Biden	Nicole Iorio	2009	2-4	978-1-4339-2148-3	
	Michael Phelps	Mike Kennedy	2009	2-4	978-1-4339-2151-3	
	Michelle Obama	Amanda Hudson	2009	2-4	978-1-4339-2192-6	
	Neil Armstrong	Rachel A. Koestler-Grack	2009	2-4	978-1-4339-2147-6	
	Rachael Ray	Jane Keedle	2009	2-4	978-1-4339-2149-0	
	Tony Hawk	Mike Kennedy	2009	2-4	978-1-4339-2191-9	
	Cool Careers: Cutting Edge Careers / Set of 6 Titles	**Various Authors**	**2010**	**3**	**978-1-4339-2178-0**	**R**
	Notes: Recommended as a "Resource Only". Key Features:					
	Animator	Jessica Cohn			978-1-4339-2152-0	
	Architect	Jessica Cohn			978-1-4339-2153-7	
	Auto Technician	Chris Jozefowicz			978-1-4339-2154-4	
	Environmental Engineer	Geoffrey Horn			978-1-4339-2155-1	
	Marine Biologist	William David Thomas			978-1-4339-2156-8	
	Video Game Programmer	Chris Jozefowicz			978-1-4339-2157-5	
	Cool Careers: Adventure Careers / Set of 6 Titles	**Various Authors**	**2008**	**3**	**978-0-8368-8886-7**	**R**
	Notes: Recommended as a "Resource Only". Key Features:					
	Crime Scene Investigator	Geoffrey M Horn			978-0-8368-8887-4	
	Deep-Sea Fishing	William David Thomas			978-0-8368-8888-1	
	Forest Firefighter	William David Thomas			978-0-8368-8889-8	
	Oil Rig Roughneck	Geoffrey M Horn			978-0-8368-8890-4	
	Test Pilot	Geoffrey M Horn			978-0-8368-8891-1	
	Wildlife Photographer	William David Thomas			978-0-8368-8892-8	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Cool Careers: Helping Careers / Set of 6 Titles**	**Various Authors**	**2009**	**3**	**978-0-8368-9399-1**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Construction Worker	Geoffrey M Horn			978-0-8368-9325-0	
	FBI Agent	Geoffrey M Horn			978-0-8368-9326-7	
	Meteorologist	Geoffrey M Horn			978-0-8368-9327-4	
	Mountain Rescuer	William David Thomas			978-0-8368-9328-1	
	Sports Therapist	Geoffrey M Horn			978-0-8368-9329-8	
	Veterinarian	William David Thomas			978-0-8368-9330-4	
	Graphic Biographies / Set of 6 Titles	**Various Authors**	**2006**	**3**	**978-0-8368-6245-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Anne Frank	Elizabeth Hudson Goff			978-0-8368-6248-5	
	Cesar Chavez	Elizabeth Hudson Goff			978-0-8368-6247-8	
	Jackie Robinson	Kerri O'Hern			978-0-8368-6250-8	
	Louis Armstrong	Kerri O'Hern			978-0-8368-6246-1	
	Nelson Mandela	Kerri O'Hern			978-0-8368-6249-2	
	The Wright Brothers	Kerri O'Hern			978-0-8368-6251-5	
	Graphic Histories / Set of 6 Titles	**Various Authors**	**2006**	**3**	**978-0-8368-6252-2**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	The Battle of Gettysburg	Kerri O'Hern			978-0-8368-6256-0	
	The Battle of the Alamo	Kerri O'Hern			978-0-8368-6253-9	
	The Bombing of Pearl Harbor	Elizabeth Hudson Goff			978-0-8368-6258-4	
	The California Gold Rush	Elizabeth Hudson Goff			978-0-8368-6254-6	
	The First Moon Landing	Elizabeth Hudson Goff			978-0-8368-6255-3	
	The Montgomery Bus Boycott	Kerri O'Hern			978-0-8368-6257-7	
	Our Country's Holidays / Set of 6 Titles	**Sherri Dean**	**2006**	**K-2**	**978-0-8368-6510-3**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Flag Day				978-0-8368-6511-0	
	Fourth of July				978-0-8368-6512-7	
	Martin Luther King Jr. Day				978-0-8368-6513-4	
	Memorial Day				978-0-8368-6514-1	
	Presidents' Day				978-0-8368-6515-8	
	Thanksgiving				978-0-8368-6516-5	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**How People Lived in America / Set of 6 Titles**	**Dana Meachen Rau**	**2007**	**2-4**	**978-0-8368-7211-8**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Clothing in American History				978-0-8368-7212-5	
	Food and Cooking in American History				978-0-8368-7213-2	
	Going to School in American History				978-0-8368-7214-9	
	Keeping in Touch in American History				978-0-8368-7215-6	
	Toys, Games, and Fun in American History				978-0-8368-7216-3	
	Travel in American History				978-0-8368-7217-0	
	Places in American History / Set of 12 Titles	**Various**	**2006**	**2-4**	**978-0-8368-6260-7**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Ellis Island	Frances E Ruffin	2006		978-0-8368-6415-1	
	Jamestown	Frances E Ruffin	2006		978-0-8368-6417-5	
	Mount Rushmore	Susan Ashley	2004		978-0-8368-4149-7	
	St. Augustine	Frances E Ruffin	2006		978-0-8368-6419-9	
	The Alamo	Frances E Ruffin	2006		978-0-8368-6414-4	
	The Gateway Arch	Frances E Ruffin	2006		978-0-8368-6416-8	
	The Golden Gate Bridge	Susan Ashley	2004		978-0-8368-4147-3	
	The Liberty Bell	Susan Ashley	2004		978-0-8368-4148-0	
	The Lincoln Memorial	Frances E Ruffin	2006		978-0-8368-6418-2	
	The Statue of Liberty	Susan Ashley	2004		978-0-8368-4150-3	
	The White House	Susan Ashley	2004		978-0-8368-4152-7	
	The Washington Monument	Susan Ashley	2004		978-0-8368-4151-0	
	Are You a Good Friend? / Classroom Collection	**Joanne Mattern**	**2008**	**K-2**	**978-0-8368-8277-3**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Do You Help Others?				978-0-8368-8278-0	
	Do You Listen?				978-0-8368-8279-7	
	Do You Share?				978-0-8368-8280-3	
	Do You Take Turns?				978-0-8368-8281-0	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**People in My Community / Set of 11 Titles**	**Various**	**2010**	**K-2**	**978-1-4339-1207-8**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Bus Drivers	Jacqueline Laks Gorman	2010		978-1-4339-3336-3	
	Crossing Guard	JoAnn Early Macken	2003		978-0-8368-3596-0	
	Dentist	Jacqueline Laks Gorman	2003		978-0-8368-3300-3	
	Firefighters	Jacqueline Laks Gorman	2010		978-1-4339-3339-4	
	Librarians	Jacqueline Laks Gorman	2010		978-1-4339-3342-4	
	Mail Carriers	JoAnn Early Macken	2010		978-1-4339-3345-5	
	Nurse	Early Early Macken	2003		978-0-8368-3598-4	
	Police Officers	Jacqueline Laks Gorman	2010		978-1-4339-3351-6	
	Sanitation Worker	JoAnn Early Macken	2003		978-0-8368-3599-1	
	Teachers	JoAnn Early Macken	2010		978-1-4339-3348-6	
	Veterinarian	JoAnn Early Macken	2003		978-0-8368-3601-1	
	Safety First / Classroom Collection	**Joanne Mattern**	**2007**	**K-2**	**978-0-8368-7797-7**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Staying Safe at Home				978-0-8368-7798-4	
	Staying Safe at School				978-0-8368-7799-1	
	Staying Safe in the Car				978-0-8368-7800-4	
	Staying Safe on My Bike				978-0-8368-7801-1	
	Staying Safe on the School Bus				978-0-8368-7802-8	
	Staying Safe on the Street				978-0-8368-7803-5	
	Going Places / Set of 4 Titles	**Susan Ashley**	**2003**	**2-4**	**978-0-8368-3833-6**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Going by Bus				978-0-8368-3834-3	
	Going by Car				978-0-8368-3835-0	
	Going by Plane				978-0-8368-3836-7	
	Going by Train				978-0-8368-3837-4	
	Where Does Our Food Come From? / Set of 6 Titles	**Gretchen Will Mayo**	**2004**	**2-4**	**978-0-8368-4070-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Applesauce				978-0-8368-4071-1	
	Cereal				978-0-8368-4072-8	
	Frozen Vegetables				978-0-8368-4073-5	
	Milk				978-0-8368-4074-2	
	Orange Juice				978-0-8368-4075-9	
	Pasta				978-0-8368-4076-6	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Maps and Mapping / Set of 4 Titles**	**Susan C Hoe**	**2009**	**2-4**	**978-0-8368-9402-8**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Environments				978-0-8368-9331-1	
	Habitats				978-0-8368-9332-8	
	Resources				978-0-8368-9333-5	
	Where We Live				978-0-8368-9334-2	
	Where On Earth? World Geography / Set of 6 Titles	**JoAnn Early Macken**	**2006**	**3-5**	**978-0-8368-6399-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Deserts				978-0-8368-6400-7	
	Lakes				978-0-8368-6401-4	
	Mountains				978-0-8368-6402-1	
	Plains				978-0-8368-6403-8	
	Rivers				978-0-8368-6404-5	
	Seas				978-0-8368-6405-2	
	Our Country's Holidays/Las fiesctas de nuestra nación / Classroom Collection	**Sheri Dean**	**2006**	**K-2**	**978-0-8368-6524-0**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Flag Day/Día de la Bandera				978-0-8368-6525-7	
	Fourth of July/Cuatro de Julio				978-0-8368-6526-4	
	Martin Luther King Jr. Day/Día de Martin Luther King Jr.				978-0-8368-6527-1	
	Memorial Day/Día de los Caídos				978-0-8368-6528-8	
	Presidents' Day/Día de los Presidentes				978-0-8368-6529-5	
	Thanksgiving/Día de Acción de Gracias				978-0-8368-6530-1	
	My Day at School/Mi día en la escuela / Classroom Collection	**Joanne Mattern**	**2007**	**K-2**	**978-0-8368-7363-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	After School/Después de la escuela				978-0-8368-7364-1	
	Eating Lunch at School/El almuerzo en la escuela				978-0-8368-7365-8	
	Getting Ready for School/Me preparo para ir a la escuela				978-0-8368-7366-5	
	Going to School/De camino a la escuela				978-0-8368-7367-2	
	In the Classroom/En el salón de clases				978-0-8368-7368-9	
	Playing at School/Juego en la escuela				978-0-8368-7369-6	

*Correlation to Social Studies Standards

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Safety First/La seguridad es lo primero / Set of 4 Titles**	**Joanne Mattern**	**2007**	**K-2**	**978-0-8368-8062-5**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Staying Safe at Home/La seguridad en casa				978-0-8368-8063-2	
	Staying Safe at School/La seguridad en la escuela				978-0-8368-8064-9	
	Staying Safe in the Car/La seguridad en el auto				978-0-8368-8065-6	
	Staying Safe on the School Bus/La seguridad en el autobús escolar				**978-0-8368-8067-0**	
	Where I Live/Donde vivo / Classroom Collection	**Gini Holland**	**2004**	**K-2**	**978-0-8368-4132-9**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	I Live in a Town/Vivo en un pueblo				978-0-8368-4138-1	
	I Live in the City/Vivo en la ciudad				978-0-8368-4133-6	
	I Live in the Country/Vivo en el campo				978-0-8368-4134-3	
	I Live in the Desert/Vivo en el desierto				978-0-8368-4135-0	
	I Live Near the Ocean/Vivo cerca del mar				978-0-8368-4137-4	
	Grandes personajes / Set of 12 Titles	**Various**		**2-4**	**978-0-8368-8374-9**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Andrew Jackson	Monica Rausch	2007	2-4	978-0-8368-7989-6	
	Anne Hutchinson	Barbara Kiely Miller	2008	2-4	978-0-8368-8337-4	
	Benjamín Franklin	Monica Rausch	2007	2-4	978-0-8368-7988-9	
	Crispus Attucks	Monica Rausch	2007	2-4	978-0-8368-7987-2	
	Frederick Douglass	Barbara Kiely Miller	2008	2-4	978-0-8368-8335-0	
	George Washington Carver	Barbara Kiely Miller	2008	2-4	978-0-8368-8334-3	
	Harriet Tubman	Monica Rausch	2007	2-4	978-0-8368-7992-6	
	Jefe Joseph (Chief Joseph)	Barbara Kiely Miller	2008	2-4	978-0-8368-8338-1	
	John Muir	Barbara Kiely Miller	2008	2-4	978-0-8368-8339-8	
	Sacagawea	Monica Rausch	2007	2-4	978-0-8368-7991-9	
	Sam Houston	Barbara Kiely Miller	2008	2-4	978-0-8368-8336-7	
	Thomas Jefferson	Monica Rausch	2007	2-4	978-0-8368-7990-2	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Biografías gráficas (Graphic Biographies) / Set of 6 Titles**	**Various**	**2007**	**3**	**978-0-8368-7884-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Ana Frank	Elizabeth Hudson Goff			978-0-8368-7887-5	
	César Chávez	Elizabeth Hudson Goff			978-0-8368-7886-8	
	Jackie Robinson	Kerri O'Hern			978-0-8368-7889-9	
	Los hermanos Wright	Kerri O'Hern			978-0-8368-7890-5	
	Louis Armstrong	Kerri O'Hern			978-0-8368-7885-1	
	Nelson Mandela	Kerri O'Hern			978-0-8368-7888-2	
	Historias gráficas (Graphic Histories) / Set of 6 Titles	**Various**	**2007**	**3**	**978-0-8368-7898-1**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	El ataque a Pearl Harbor (The Bombing of Pearl Harbor)	Elizabeth Hudson Goff			978-0-8368-7899-8	
	El boicot a los autobuses de Montgomery (The Montgomery Bus Boycott)	Kerri O'Hern			978-0-8368-7902-5	
	El primer alunizaje (The First Moon Landing)	Elizabeth Hudson Goff			978-0-8368-7904-9	
	La batalla de El Álamo (The Battle of the Alamo)	Kerri O'Hern			978-0-8368-7900-1	
	La batalla de Gettysburg (The Battle of Gettysburg)	Kerri O'Hern			978-0-8368-7901-8	
	La fiebre del oro en California (The California Gold Rush)	Elizabeth Hudson Goff			978-0-8368-7903-2	
	America's Westward Expansion / Set of 5 Titles	**Christie Steele**	**2005**	**5-8**	**978-0-8368-5792-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Cattle Ranching in the American West				978-0-8368-5794-8	
	Famous Wagon Trails				978-0-8368-5795-5	
	Pioneer Life in the American West				978-0-8368-5797-9	
	Texas Joins the United States				978-0-8368-5798-6	
	The Louisiana Purchase				978-0-8368-5796-2	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Wars That Changed American History / Set of 8 Titles**	**Various**	**2007**	**5-8**	**978-0-8368-7297-2**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	America in World War I	Richard Worth			978-0-8368-7301-6	
	America in World War II	Michael Burgan			978-0-8368-7302-3	
	Conflicts in Iraq and Afghanistan	Robin Doak			978-0-8368-7305-4	
	The American Revolution	Deborah DeFord			978-0-8368-7298-9	
	The Civil War	Deborah DeFord			978-0-8368-7300-9	
	The Korean War	Robin Doak			978-0-8368-7303-0	
	The Mexican-American War	Matthew Kachur			978-0-8368-7299-6	
	The Vietnam War	Michael Burgan			978-0-8368-7304-7	
	World Almanac Library of the American Revolution / Set of 8 Titles	**Various**	**2007**	**5-8**	**978-0-8368-5933-1**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	America in World War I	Richard Worth			978-0-8368-7301-6	
	America in World War II	Michael Burgan			978-0-8368-7302-3	
	Conflicts in Iraq and Afghanistan	Robin Doak			978-0-8368-7305-4	
	The American Revolution	Deborah DeFord			978-0-8368-7298-9	
	The Civil War	Deborah DeFord			978-0-8368-7300-9	
	The Korean War	Robin Doak			978-0-8368-7303-0	
	The Mexican-American War	Matthew Kachur			978-0-8368-7299-6	
	The Vietnam War	Michael Burgan			978-0-8368-7304-7	
	World Almanac Library of the Civil War / Set of 7 Titles	**Dale Anderson**	**2004**	**5-8**	**978-1-4339-0243-7**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	A Soldier's Life in the Civil War				978-0-8368-5595-1	
	The Aftermath of the Civil War				978-0-8368-5597-5	
	The Causes of the Civil War				978-0-8368-5590-6	
	The Civil War at Sea				978-0-8368-5594-4	
	The Civil War in the East (1861-July 1863)				978-0-8368-5591-3	
	The Civil War in the West (1861-July 1863)				978-0-8368-5592-0	
	The Union Victory (July 1863-1865)				978-0-8368-5593-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Continents of the World / Set of 6 Titles**	**Various**	**2006**	**5-8**	**978-0-8368-5916-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Africa	Rob Bowden			978-0-8368-5917-1	
	Asia	Rob Bowden			978-0-8368-5918-8	
	Australia, Antarctica and the Pacific	Kate Darian-Smith			978-0-8368-5919-5	
	Europe	David Flint			978-0-8368-5920-1	
	North America	Garrett Nagle			978-0-8368-5921-8	
	South America	Simon Scoones			978-0-8368-5922-5	
	Oceans and Seas / Classroom Collection	**Jen Green**	**2006**	**5-8**	**978-0-8368-6277-5**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Arctic Ocean				**978-0-8368-6278-2**	
	Atlantic Ocean				**978-0-8368-6279-9**	
	Caribbean Sea and Gulf of Mexico				**978-0-8368-6280-5**	
	Indian Ocean				**978-0-8368-6281-2**	
	Mediterranean Sea				**978-0-8368-6282-9**	
	Pacific Ocean				**978-0-8368-6283-6**	
	My American Government / Set of 4 Titles	**William David Thomas**	**2008**	**4-6**	**978-0-8368-8864-5**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	How Do We Elect Our Leaders?				978-0-8368-8865-2	
	What Are Citizens' Basic Rights?				978-0-8368-8866-9	
	What Are the Parts of Government?				978-0-8368-8867-6	
	What Is a Constitution?				978-0-8368-8868-3	
	Mi gobierno de Estados Unidos (My American Government) / Set of 4 Titles	**William David Thomas**	**2008**	**4-6**	**978-0-8368-8874-4**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	¿Cómo elegimos a nuestros líderes? (How Do We Elect Our Leaders?)				978-0-8368-8875-1	
	¿Cuáles son las partes del gobierno? (What Are the Parts of Government?)				978-0-8368-8877-5	
	¿Cuáles son los derechos básicos de los ciudadanos? (What Are Citizens' Basic Rights?)				978-0-8368-8876-8	
	¿Qué es una constitución? (What Is a Constitution?)				978-0-8368-8878-2	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**World Almanac Library of American Government / Set of 4 Titles**	**Geoffrey M Horn**	**2004**	**5-8**	**978-1-4339-0242-0**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	Political Parties, Interest Groups, and the Media				978-0-8368-5483-1	
	The Bill of Rights and Other Amendments				978-0-8368-5480-0	
	The Cabinet and Federal Agencies				978-0-8368-5481-7	
	The Constitution				978-0-8368-5482-4	
	Places in History / Set of 6 Titles	**Various Authors**	**2005**	**5-8**	**978-0-8368-5816-7**	**R**
	Notes: Recommended as a "Resource Only". Readers intended to support curriculum. Key Features:					
	The Forbidden City	Susie Hodge			978-0-8368-5817-4	
	The Great Pyramid of Giza	Anne Millard			978-0-8368-5818-1	
	The Inca City of Cuzco	Nick Saunders			978-0-8368-5819-8	
	The Tower of London	Colin Hynson			978-0-8368-5820-4	
	The White House	Karen Price Hossell			978-0-8368-5821-1	
	Versailles	Anthony Mason			978-0-8368-5822-8	
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES Kindergarten Program Package**	**Berson, et al**	**2010**	**K**	**9780153517921**	**82%**
	Key Features:					
	Interactive Atlas			**K**	**9780153364099**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	TimeLinks Interactive Timeline Package			**K-2**	**9780153466922**	
	Teacher Edition			**K**	**9780153472725**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	One Stop Planner CD-ROM			**K**	**9780153519864**	
	ePlanner Online (Contract Length Subscription)			**K**	**9780153519963**	
	Leveled Readers Online (Contract Length Subscription)			**K**	**9780153558887**	
	Floor Maps			**K-2**	**9780395810804**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Geo Skills CD-ROM			**K-3**	**9780153259555**	
	Start with a Video DVD			**K-5**	**9780153591877**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES A Child's View, Student Edition**	**Berson, et al**	**2010**	**1**	**9780153858826**	**Highly Recommended 95%**
	Notes: Key Features: A comprehensive social studies program for students in Kindergarten through grade 5. Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**1**	**9780153520327**	
	Homework and Practice Workbook, Student Edition				**9780153472923**	
	Teacher Edition			**1**	**9780153858956**	
	Online ePlanner (Contract Length Subscription)			**1**	**9780153519970**	
	One Stop Planner for Teachers CD-ROM			**1**	**9780153519864**	
	Assessment Program			**1**	**9780153473067**	
	Assessment on CD-ROM			**1**	**9780153519772**	
	Leveled Reader's Collection			**1**	**9780153599958**	
	Leveled Readers Online (Contract Length Subscription)			**1**	**9780153558894**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**1**	**9780153494055**	
	Social Studies in Action			**1**	**9780153494185**	
	Reading Support and Intervention			**1**	**9780153494277**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**1**	**9780618974900**	
	TimeLinks Interactive Timeline Package			**K-2**	**9780153466922**	
	Let's Read Biographies Hardbound Collection			**1**	**9780395765401**	
	Floor Maps			**K-2**	**9780395810804**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**1**	**9780153492686**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Primary Source Center			**K-1**	**9780547201405**	
	Geo Skills CD-ROM			**K-3**	**9780153259555**	
	Start with a Video DVD			**K-5**	**9780153591877**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES People We Know, Student Edition**	**Berson, et al**	**2010**	**2**	**9780153858833**	**Highly Recommended 91%**
	Notes: Key Features: A comprehensive social studies program for students in Kindergarten through grade 5. Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**2**	**9780153520334**	
	Homework and Practice Workbook, Student Edition			**2**	**9780153472930**	
	Teacher Edition			**2**	**9780153858963**	
	Online ePlanner (Contract Length Subscription)			**2**	**9780153519987**	
	One Stop Planner for Teachers CD-ROM			**2**	**9780153519888**	
	Assessment Program			**2**	**9780153473074**	
	Assessment on CD-ROM			**2**	**9780153519789**	
	Leveled Reader's Collection			**2**	**9780153599965**	
	Leveled Readers Online (Contract Length Subscription)			**2**	**9780153558900**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**2**	**9780153494062**	
	Social Studies in Action			**2**	**9780153494192**	
	Reading Support and Intervention			**2**	**9780153494284**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**2**	**9780618974795**	
	TimeLinks Interactive Timeline Package			**K-2**	**9780153466922**	
	Let's Read Biographies Hardbound Collection			**2**	**9780395806272**	
	Floor Maps			**K-2**	**9780395810804**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**2**	**9780153492693**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Primary Source Center			**2-3**	**9780547201375**	
	Geo Skills CD-ROM			**K-3**	**9780153259555**	
	Start with a Video DVD			**K-5**	**9780153591877**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES Our Communities, Student Edition**	**Berson, et al**	**2010**	**3**	**9780153858840**	**Highly Recommended 92%**
	Notes: Key Features: A comprehensive social studies program for students in Kindergarten through grade 5. Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**3**	**9780153520341**	
	Homework and Practice Workbook, Student Edition			**3**	**9780153472947**	
	Teacher Edition			**3**	**9780153858970**	
	Online ePlanner (Contract Length Subscription)			**3**	**9780153519994**	
	One Stop Planner for Teachers CD-ROM			**3**	**9780153519895**	
	Assessment Program			**3**	**9780153473081**	
	Assessment on CD-ROM			**3**	**9780153519796**	
	Leveled Reader's Collection			**3**	**9780153599972**	
	Leveled Readers Online (Contract Length Subscription)			**3**	**9780153558917**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**3**	**9780153494079**	
	Social Studies in Action			**3**	**9780153494208**	
	Reading Support and Intervention			**3**	**9780153494291**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**3**	**9780618974474**	
	TimeLinks Interactive Timeline Package			**3-5**	**9780153466960**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**3**	**9780153492709**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Primary Source Center			**2-3**	**9780547201375**	
	Geo Skills CD-ROM			**3-5**	**9780153259562**	
	Start with a Video DVD			**K-5**	**9780153591877**	
	Doing History, Student Edition			**3**	**9781581714685**	
	Doing History, Teacher Edition			**3**	**9781581714784**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES States and Regions, Student Edition**	**Berson, et al**	**2010**	**4**	**9780153858864**	**Recommend w/ Reservations 29%**
	Notes: Does not cover Idaho history. Key Features: Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**4**	**9780153520358**	
	Homework and Practice Workbook, Student Edition			**4**	**9780153472954**	
	Teacher Edition			**4**	**9780153858994**	
	Online ePlanner (Contract Length Subscription)			**4**	**9780153520006**	
	One Stop Planner for Teachers CD-ROM			4	**9780153519901**	
	Assessment Program			**4**	**9780153473098**	
	Assessment on CD-ROM			**4**	**9780153519802**	
	Leveled Reader's Collection			**4**	**9780153599989**	
	Leveled Readers Online (Contract Length Subscription)			**4**	**9780153558924**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**4**	**9780153494086**	
	Social Studies in Action			**4**	**9780153494215**	
	Reading Support and Intervention			**4**	**9780153494307**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**4**	**9780618974689**	
	TimeLinks Interactive Timeline Package			**3-5**	**9780153466960**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**4**	**9780153492716**	
	Primary Source Kit			**4**	**9780153498657**	
	Primary Source Center			**4-5**	**9780547201443**	
	Geo Skills CD-ROM			**3-5**	**9780153259562**	
	Start with a Video DVD			**K-5**	**9780153591877**	
	Doing History, Student Edition			**4**	**9781581714685**	
	Doing History, Teacher Edition			**4**	**9781581714784**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES United States History: Making a New Nation, Student Edition**	**Berson, et al**	**2010**	**5**	**9780153858871**	**77%**
	Notes: Key Features: A comprehensive social studies program for students in Kindergarten through grade 5. Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**5**	**9780153520365**	
	Homework and Practice Workbook, Student Edition			**5**	**9780153472978**	
	Teacher Edition			**5**	**9780153859007**	
	Online ePlanner (Contract Length Subscription)			**5**	**9780153520013**	
	One Stop Planner for Teachers CD-ROM			**5**	**9780153519918**	
	Assessment Program			**5**	**9780153473111**	
	Assessment on CD-ROM			**5**	**9780153519819**	
	Leveled Reader's Collection			**5**	**9780153600982**	
	Leveled Readers Online (Contract Length Subscription)			**5**	**9780153558931**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**5**	**9780153494093**	
	Social Studies in Action			**5**	**9780153494222**	
	Reading Support and Intervention			**4**	**9780153494314**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**5**	**9780618975976**	
	TimeLinks Interactive Timeline Package			**3-5**	**9780153466960**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**5**	**9780153492716**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Primary Source Center			**4-5**	**9780547201443**	
	Geo Skills CD-ROM			**3-5**	**9780153259562**	
	Start with a Video DVD			**K-5**	**9780153591877**	
	Doing History, Student Edition			**5**	**9781581714685**	
	Doing History, Teacher Edition			**5**	**9781581714784**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES United States History: Civil War to Present, Student Edition**	**Berson, et al**	**2010**	**5**	**9780153858901**	**Recommend w/ Reservations 59%**
	Notes: Key Features: A comprehensive social studies program for students in Kindergarten through grade 5. Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**5**	**9780153520389**	
	Homework and Practice Workbook, Student Edition			**5**	**9780153472985**	
	Teacher Edition			**5**	**9780153859045**	
	Online ePlanner (Contract Length Subscription)			**5**	**9780153520037**	
	One Stop Planner for Teachers CD-ROM			**5**	**9780153519932**	
	Assessment Program			**5**	**9780153473128**	
	Assessment on CD-ROM			**5**	**9780153519833**	
	Leveled Reader's Collection			**5**	**9780153600999**	
	Leveled Readers Online (Contract Length Subscription)			**5**	**9780153591891**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**5**	**9780153494154**	
	Social Studies in Action			**5**	**9780153494246**	
	Reading Support and Intervention			**5**	**978015494352**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**5**	**9780618975976**	
	TimeLinks Interactive Timeline Package			**3-5**	**9780153466960**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**5**	**9780153492723**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Primary Source Center			**4-5**	**9780547201443**	
	Geo Skills CD-ROM			**3-5**	**9780153259562**	
	Start with a Video DVD			**K-5**	**9780153591877**	
	Doing History, Student Edition			**5**	**9781581714685**	
	Doing History, Teacher Edition			**5**	**9781581714784**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers (HMHSP)	**HOUGHTON MIFFLIN HARCOURT SOCIAL STUDIES United States History: Survey, Student Edition**	**Berson, et al**	**2010**	**5**	**9780153858888**	**84%**
	Notes: Key Features: A comprehensive social studies program for students in Kindergarten through grade 5. Organized around Big Ideas, this approach provides a framework of learning the themes and disciplines of elementary social studies curriculum. Combined with this integrated and interdisciplinary approach, a strong foundation is laid with reading skill development and reinforcement; skill lessons that develop thoughtful, participating citizens; engaging content supported with dynamic visuals; and differentiated instruction to reach all students.					
	Online Student Edition (1 Yr. Subscription)			**5**	**9780153520372**	
	Homework and Practice Workbook, Student Edition			**5**	**9780153472961**	
	Teacher Edition			**5**	**9780153858925**	
	Online ePlanner (Contract Length Subscription)			**5**	**9780153520020**	
	One Stop Planner for Teachers CD-ROM			**5**	**9780153519925**	
	Assessment Program			**5**	**9780153473104**	
	Assessment on CD-ROM			**5**	**9780153519826**	
	Leveled Reader's Collection			**5**	**9780153599996**	
	Leveled Readers Online (Contract Length Subscription)			**5**	**9780153591884**	
	Social Studies Music Collection CD			**K-5**	**9780153444609**	
	Success for English Learners			**5**	**9780153494147**	
	Social Studies in Action			**5**	**9780153494239**	
	Reading Support and Intervention			**5**	**9780153494321**	
	Multimedia Biographies CD			**K-5**	**9780153519734**	
	Reader's Theater Kit			**5**	**9780618975976**	
	TimeLinks Interactive Timeline Package			**3-5**	**9780153466960**	
	Interactive Atlas			**K-5**	**9780153364099**	
	Interactive Map Transparencies: United States			**K-5**	**9780153444654**	
	Interactive Map Transparencies: World			**K-5**	**9780153444661**	
	Interactive Desk Maps: United States (5 pack)			**K-5**	**9780153467851**	
	Interactive Desk Maps: World (5 pack)			**K-5**	**9780153467868**	
	Write-on/Wipe Off Graphic Organizers			**5**	**9780153492723**	
	Primary Source Kit			**K-5**	**9780153498657**	
	Primary Source Center			**4-5**	**9780547201443**	
	Geo Skills CD-ROM			**3-5**	**9780153259562**	
	Start with a Video DVD			**K-5**	**9780153591877**	
	Doing History, Student Edition			**5**	**9781581714685**	
	Doing History, Teacher Edition			**5**	**9781581714784**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group–Macmillan)	**TimeLinks: Hello World Kindergarten Kit**	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**K**	**9780021524303**	**89%**
	Notes: Key Features:					
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
	TimeLinks: All Together - Complete Student Edition Set (5 units)	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**1**	**9780021525201**	**84%**
	Notes: Key Features:					
	Complete Big Book Set (all 5 units)			1	9780021513635	
	Teacher Edition (Free 1:25 Student Editions Purchased)			1	9780021514830	
	Teacher's Resource Package (Free 1:25 Student Editions Purchased)			1	9780021524242	
	Primary Atlas			K-3	9780021517824	
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			1	9780021532513	
	StudentWorks™ Plus DVD			1	9780021524310	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			1	9780021532674	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			1	9780021524648	
	Audio CD (Free 1:25 Student Editions Purchased)			1	9780021525065	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
	TimeLinks: People and Places Complete Student Edition Set (5 units)	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**2**	**9780021525218**	**73%**
	Key Features:					
	Complete Big Book Set (all 5 units)			2	9780021513642	
	Teacher Edition (Free 1:25 Student Editions Purchased)			2	9780021514847	
	Teacher's Resource Package (Free 1:25 Student Editions Purchased)			2	9780021524259	
	Primary Atlas			K-3	9780021517824	
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			2	9780021532520	
	StudentWorks™ Plus DVD			2	9780021524327	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			2	9780021532681	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			2	9780021524655	
	Audio CD (Free 1:25 Student Editions Purchased)			2	9780021525072	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
	BookLink CD (Free 1:25 Student Editions Purchased)			**K-6**	**9780021525195**	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group–Macmillan)	**TimeLinks: Communities Student Edition**	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**3**	**9780021513468**	**82%**
	Notes: Key Features:					
	Teacher Edition (Free 1:25 Student Editions Purchased)			3	9780021514854	
	Teacher's Resource Package (Free 1:25 Student Editions Purchased)			2	9780021524266	
	Primary Atlas			K-3	9780021517824	
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			3	9780021532537	
	StudentWorks™ Plus DVD			3	9780021524334	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			3	9780021532698	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			3	9780021524662	
	Audio CD (Free 1:25 Student Editions Purchased)			3	9780021525089	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
	TimeLinks: Our Country and Its Regions Complete Student Edition Set (Volumes 1 and 2)	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**4**	**9780021525225**	**Recommended w/ Reservations 27%**
	Notes: Does not cover Idaho History. Key Features:					
	Teacher Edition (Free 1:25 Student Editions Purchased)			4	9780021514861	
	Teacher's Resource Package (Free 1:25 Student Editions Purchased)			4	9780021524273	
	Atlas book			4-6	9780021517831	
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			4	9780021532544	
	StudentWorks™ Plus DVD			4	9780021524341	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			4	9780021532711	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			4	9780021524679	
	Audio CD (Free 1:25 Student Editions Purchased)			4	9780021525096	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
	TimeLinks: The United States Complete Student Edition Set (Volumes 1 and 2)	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**5**	**9780021525232**	**Recommended w/ Reservations 54%**
	Notes: Key Features:					
	Teacher Edition (Free 1:25 Student Editions Purchased)			5	9780021514885	
	Teacher's Resource Package(Free 1:25 Student Editions Purchased)			5	9780021524280	
	Atlas book			4-6	9780021517831	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group–Macmillan)	**TimeLinks: Communities** (Continued)		**2009**	**5**		
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			5	9780021532551	
	StudentWorks™ Plus DVD			5	9780021524358	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			5	9780021532728	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			5	9780021524686	
	Audio CD (Free 1:25 Student Editions Purchased)			5	9780021525102	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
	TimeLinks: The United States: Early Years Student Edition	**Banks, Colleary, Greenow, Parker, Schell, Zike**	**2009**	**5**	**9780021512560**	**Recommended w/ Reservations 61%**
	Notes: Key Features:					
	Teacher Edition (Free 1:25 Student Editions Purchased)			5	9780021531691	
	Teacher's Resource Package(Free 1:25 Student Editions Purchased)			5	9780021531707	
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			5	9780021532643	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			5	9780021532889	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			5	9780021531769	
	Audio CD (Free 1:25 Student Editions Purchased)			5	9780021531844	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
Pearson Scott Foresman	**Scott Foresman Social Studies © 2011 Platinum Edition Here We Go** - Kindergarten Full Package (contains Unit Big Book Package, Workbook/ Answer Key, Assessment Book Blackline Masters, Social Studies Plus!: A Hands-On Approach, Every Student Learns Teacher's Guide, Posters, Big Book Atlas, and Songs & Music Audio CD)	**Kracht, et al**	**2011**	**K**	**9780328582785**	**94%**
	Notes: Key Features:					
	Teacher's Edition Package with Card Packages *		2011	K	9780328581504	
	Quick Planning Guide		2011	K	9780328520718	
	Teacher's Resource Package (indented items in TRP) *		2011	K	9780328582792	
	Workbook		2005	K	9780328081738	
	Workbook Answer Key		2005	K	9780328081820	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Scott Foresman	**Scott Foresman Social Studies Here We Go** (Continued)		**2011**	**K**		
	Assessment Book Blackline Masters		2003	K	9780328030903	
	Every Student Learns, Teacher's Guide		2005	K	9780328089963	
	Social Studies Plus!: A Hands-On Approach		2003	K	9780328035915	
	Outline Maps Blackline Masters		2003	K-5	9780328040940	
	Daily Activity Bank		2003	K	9780328039180	
	Teacher Resources Online Access Pack (Provides online access to digital Student Edition. Available in conjunction with textbook purchase.)		2011	K	9780328619665	
	*provided free upon request, at a ration 1 per 25 student editions purchased					
	Scott Foresman Social Studies Student Edition - All Together	**Kracht, et al**	**2011**	**1**	**9780328520121**	**75%**
	Notes: Key Features:					
	Teacher's Edition Package with Card Packages *		2011	1	9780328581511	
	Quick Planning Guide		2011	1	9780328520725	
	Teacher's Resource Package (indented items in TRP) *		2011	1	9780328582808	
	Workbook		2005	1	9780328081745	
	Workbook Answer Key		2005	1	9780328081837	
	Assessment Book Blackline Masters		2005	1	9780328081929	
	Every Student Learns, Teacher's Guide		2005	1	9780328089970	
	Social Studies Plus!: A Hands-On Approach		2003	1	9780328035922	
	Outline Maps Blackline Masters		2003	K-5	9780328040940	
	Test Talk Practice Book		2003	1	9780328041077	
	Test Talk Answer Key		2003	1	9780328048656	
	Test Talk Transparencies		2003	1	9780328048748	
	Transparencies		2005	1	9780328089895	
	Daily Activity Bank		2003	1	9780328039197	
	Vocabulary Workbook		2005	1	9780328090648	
	Vocabulary Workbook Answer Key		2005	1	9780328098064	
	Teacher Resources Online Access Pack (Provides online access to digital Student Edition. Available in conjunction with textbook purchase.)		2011	1	9780328567522	
	*provided free upon request, at a ration 1 per 25 student editions purchased					
	Scott Foresman Social Studies Student Edition - People and Places	**Kracht, et al**	**2011**	**2**	**9780328520138**	**95%**
	Notes: Key Features:					
	Learning About Your State and Community		2004	2-4	9780328055357	
	Teacher's Edition Package with Card Packages *		2011	2	9780328581528	
	Quick Planning Guide		2011	2	9780328520732	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Scott Foresman	**Scott Foresman Social Studies People & Places** (Continued)		**2011**	**2**		
	Teacher's Resource Package (indented items in TRP) *		2011	2	9780328582815	
	Workbook		2005	2	9780328081752	
	Workbook Answer Key		2005	2	9780328081844	
	Assessment Book Blackline Masters		2005	2	9780328081936	
	Every Student Learns, Teacher's Guide		2005	2	9780328089987	
	Social Studies Plus!: A Hands-On Approach		2003	2	9780328035939	
	Outline Maps Blackline Masters		2003	K-5	9780328040940	
	Test Talk Practice Book		2003	2	9780328041084	
	Test Talk Answer Key		2003	2	9780328048663	
	Test Talk Transparencies		2003	2	9780328048755	
	Transparencies		2005	2	9780328089901	
	Daily Activity Bank		2003	2	9780328039203	
	Vocabulary Workbook		2005	2	9780328090655	
	Vocabulary Workbook Answer Key		2005	2	9780328098071	
	Teacher Resources Online Access Pack (Provides online access to digital Student Edition. Available in conjunction with textbook purchase.)		2011	2	9780328567539	
	*provided free upon request, at a ration 1 per 25 student editions purchased					
	Scott Foresman Social Studies Student Edition - Communities	**Kracht, et al**	**2011**	**3**	**9780328520145**	**64%**
	Key Features:					
	Learning About Your State and Community		2004	2-4	9780328055357	
	Teacher's Edition Package with Card Packages *		2011	3	9780328581535	
	Quick Planning Guide		2011	3	9780328520749	
	Teacher's Resource Package (indented items in TRP) *		2011	3	9780328582822	
	Workbook		2011	3	9780328520510	
	Workbook Answer Key		2011	3	9780328522521	
	Assessment Book Blackline Masters		2011	3	9780328522477	
	Every Student Learns, Teacher's Guide		2005	3	9780328089994	
	Social Studies Plus!: A Hands-On Approach		2003	3	9780328035946	
	Quick Study		2005	3	9780328090044	
	Outline Maps Blackline Masters		2003	K-5	9780328040940	
	Test Talk Practice Book		2003	3	9780328041091	
	Test Talk Answer Key		2003	3	9780328048670	
	Test Talk Transparencies		2003	3	9780328048762	
	Transparencies		2005	3	9780328089918	
	Daily Activity Bank		2003	3	9780328039210	
	Vocabulary Workbook		2005	3	9780328090662	
	Vocabulary Workbook Answer Key		2005	3	9780328098088	
	Teacher Resources Online Access Pack (Provides online access to digital Student Edition. Available in conjunction with textbook purchase.)		2011	3	9780328567546	
	*provided free upon request, at a ration 1 per 25 student editions purchased					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Scott Foresman	**Scott Foresman Social Studies Student Edition –*Regions***	**Kracht, et al**	**2011**	**4**	**9780328520152**	**Recommended w/ Reservations 4%**
	Notes: Not Idaho Specific. Key Features:					
	Learning About Your State and Community		2004	2-4	9780328055357	
	Teacher's Edition Package with Card Packages *		2011	4	9780328581542	
	Quick Planning Guide		2011	4	9780328520756	
	Teacher's Resource Package (indented items in TRP) *		2011	4	9780328582839	
	Workbook		2011	4	9780328520527	
	Workbook Answer Key		2011	4	9780328522538	
	Assessment Book Blackline Masters		2011	4	9780328522484	
	Every Student Learns, Teacher's Guide - *Regions*		2003	4	9780328036127	
	Social Studies Plus!: A Hands-On Approach - *Regions*		2003	4	9780328035953	
	Quick Study - *Regions*		2005	4	9780328090051	
	Outline Maps Blackline Masters		2003	K-5	9780328040940	
	Test Talk Practice Book - *Regions*		2003	4	9780328041107	
	Test Talk Answer Key - *Regions*		2003	4	9780328048687	
	Test Talk Transparencies - *Regions*		2003	4	9780328048779	
	Transparencies - *Regions*		2003	4	9780328037575	
	Daily Activity Bank - *Regions*		2003	4	9780328039227	
	Vocabulary Workbook - *Regions*		2005	4	9780328090679	
	Vocabulary Workbook Answer Key - *Regions*		2005	4	9780328098095	
	Teacher Resources Online Access Pack (Provides online access to digital Student Edition. Available in conjunction with textbook purchase.)		2011	4	9780328567553	
	*provided free upon request, at a ration 1 per 25 student editions purchased					
	Scott Foresman Social Studies Student Edition - *The United States*	**Kracht, et al**	**2011**	**5**	**9780328520176**	**61%**
	Notes: Key Features:					
	Teacher's Edition Package with Card Packages *		2011	5	9780328581566	
	Quick Planning Guide		2011	5	9780328520770	
	Teacher's Resource Package (indented items in TRP) *		2011	5	9780328582846	
	Workbook - *The United States*		2011	5	9780328520541	
	Workbook Answer Key - *The United States*		2011	5	9780328522552	
	Assessment Book Blackline Masters - *The United States*		2011	5	9780328522507	
	Every Student Learns, Teacher's Guide - *The United States*		2005	5	9780328090013	
	Social Studies Plus!: A Hands-On Approach		2003	5	9780328035960	
	Quick Study		2005	5	9780328090068	
	Outline Maps Blackline Masters		2003	K-6	9780328040940	
	Test Talk Practice Book		2003	5	9780328041114	
	Test Talk Answer Key		2003	5	9780328048694	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Scott Foresman	**Scott Foresman Social Studies The United States** (Continued)		**2011**	**2**		
	Test Talk Transparencies		2003	5	9780328048786	
	Transparencies		2003	5	9780328037582	
	Daily Activity Bank		2003	5	9780328039265	
	Vocabulary Workbook - *The United States*		2005	5	9780328090693	
	Vocabulary Workbook Answer Key - *The United States*		2005	5	9780328098118	
	Teacher Resources Online Access Pack (Provides online access to digital Student Edition. Available in conjunction with textbook purchase.)		2011	5	9780328567577	
	*provided free upon request, at a ration 1 per 25 student editions purchased					
Rosen Classroom	**Graphic Biographies Set 1 / Single-Copy Set (12 Titles)**	**Various Authors**	**2005**	**4-6**	**9781404252257**	**R**
	Notes: Recommeneded as a “Resource Only”. Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Graphic Biographies Set 1 / Teacher's Guide		2005	4-6	978-1-4042-5226-4	
	Graphic Nonfiction Overview: How to Teach Literacy Through Graphic Nonfiction		2007	4-6	978-1-4042-8328-2	
	Abraham Lincoln: The Life of America's Sixteenth President	**Gary Jeffrey**	**2005**	**4-6**	**9781404251649**	
	Abraham Lincoln: The Life of America's Sixteenth President / Enhanced eBook				978-1-61512-842-6	
	Abraham Lincoln: The Life of America's Sixteenth President / Enhanced eBook Classroom License				978-1-61512-841-9	
	Alexander the Great: The Life of a King and Conqueror	**Rob Shone**	**2005**	**4-6**	**978-1-4042-5165-6**	
	Alexander the Great: The Life of a King and Conqueror / Enhanced eBook				978-1-61512-844-0	
	Alexander the Great: The Life of a King and Conqueror / Enhanced eBook Classroom License				978-1-61512-843-3	
	Christopher Columbus: The Life of a Master Navigator and Explorer	**David West**	**2005**	**4-6**	**978140425170-0**	
	Christopher Columbus: The Life of a Master Navigator and Explorer / Enhanced eBook				978-1-61512-848-8	
	Christopher Columbus: The Life of a Master Navigator and Explorer / Enhanced eBook Classroom License				978-1-61512-847-1	
	Cleopatra: The Life of an Egyptian Queen	**Gary Jeffrey**	**2005**	**4-6**	**978140425169-4**	
	Cleopatra: The Life of an Egyptian Queen / Enhanced eBook				978-1-61512-850-1	
	Cleopatra: The Life of an Egyptian Queen / Enhanced eBook Classroom License				978-1-61512-849-5	
	Elizabeth I: The Life of England's Renaissance Queen	**Rob Shone**	**2005**	**4-6**	**978140425173-1**	
	Elizabeth I: The Life of England's Renaissance Queen / Enhanced eBook				978-1-61512-852-5	
	Elizabeth I: The Life of England's Renaissance Queen / Enhanced eBook Classroom License				978-1-61512-851-8	
	George Washington: The Life of an American Patriot	**David West**	**2005**	**4-6**	**9781404251632**	
	George Washington: The Life of an American Patriot / Enhanced eBook				978-1-61512-854-9	
	George Washington: The Life of an American Patriot / Enhanced eBook Classroom License				978-1-61512-853-2	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Graphic Biographies Set 1** (Continued)		**2005**	**4-6**		
	Harriet Tubman: The Life of an African-American Abolitionist	**Rob Shone**	**2005**	**4-6**	**9781404251724**	
	Harriet Tubman: The Life of an African-American Abolitionist / Enhanced eBook				978-1-61512-856-3	
	Harriet Tubman: The Life of an African-American Abolitionist / Enhanced eBook Classroom License				978-1-61512-855-6	
	Hernán Cortés: The Life of a Spanish Conquistador	**David West**	**2005**	**4-6**	**9781404251717**	
	Hernán Cortés: The Life of a Spanish Conquistador / Enhanced eBook				978-1-61512-858-7	
	Hernán Cortés: The Life of a Spanish Conquistador / Enhanced eBook Classroom License				978-1-61512-857-0	
	Julius Caesar: The Life of a Roman General	**Gary Jeffrey**	**2005**	**4-6**	**978140425166-3**	
	Julius Caesar: The Life of a Roman General / Enhanced eBook				978-1-61512-860-0	
	Julius Caesar: The Life of a Roman General / Enhanced eBook Classroom License				978-1-61512-859-4	
	Richard the Lionheart: The Life of a King and Crusader	**David West**	**2005**	**4-6**	**978140425168-7**	
	Richard the Lionheart: The Life of a King and Crusader / Enhanced eBook				978-1-61512-870-9	
	Richard the Lionheart: The Life of a King and Crusader / Enhanced eBook Classroom License				978-1-61512-869-3	
	Sitting Bull: The Life of a Lakota Sioux Chief	**Gary Jeffrey**	**2005**	**4-6**	**978140425174-8**	
	Sitting Bull: The Life of a Lakota Sioux Chief / Enhanced eBook				978-1-61512-874-7	
	Sitting Bull: The Life of a Lakota Sioux Chief / Enhanced eBook Classroom License				978-1-61512-873-0	
	Spartacus: The Life of a Roman Gladiator	**Rob Shone**	**2005**	**4-6**	**978140425167-0**	
	Spartacus: The Life of a Roman Gladiator / Enhanced eBook				978-1-61512-876-1	
	Spartacus: The Life of a Roman Gladiator / Enhanced eBook Classroom License				978-1-61512-875-4	
Rosen Classroom	**Graphic Biographies Set 2 / Single-Copy Set (6 Titles)**	**Various Authors**	**2007**	**4-6**	**978-1-4042-8301-5**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Graphic Biographies Set 2 / Teacher's Guide				978-1-4042-8302-2	
	Bob Marley: The Life of a Musical Legend	**Gary Jeffrey**	**2007**	**4-6**	**9781402-0917-6**	
	Bob Marley: The Life of a Musical Legend / Enhanced eBook				978-1-61512-846-4	
	Bob Marley: The Life of a Musical Legend / Enhanced eBook Classroom License				978-1-61512-845-7	
	Martin Luther King Jr.: The Life of a Civil Rights Leader	**Gary Jeffrey**	**2007**	**4-6**	**978140420921-3**	
	Martin Luther King Jr.: The Life of a Civil Rights Leader / Enhanced eBook				978-1-61512-862-4	
	Martin Luther King Jr.: The Life of a Civil Rights Leader / Enhanced eBook Classroom License				978-1-61512-861-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Graphic Biographies Set 2** (Continued)		**2007**	**4-6**		
	Muhammad Ali: The Life of a Boxing Hero	**Rob Shone**	**2007**	**4-6**	**978140420919-0**	
	Muhammad Ali: The Life of a Boxing Hero / Enhanced eBook				978-1-61512-864-8	
	Muhammad Ali: The Life of a Boxing Hero / Enhanced eBook Classroom License				978-1-61512-863-1	
	Nelson Mandela: The Life of an African Statesman	**Rob Shone**	**2007**	**4-6**	**978140420923-7**	
	Nelson Mandela: The Life of an African Statesman / Enhanced eBook				978-1-61512-866-2	
	Nelson Mandela: The Life of an African Statesman / Enhanced eBook Classroom License				978-1-61512-865-5	
	Oprah Winfrey: The Life of a Media Superstar	**Gary Jeffrey**	**2007**	**4-6**	**978140420925-1**	
	Oprah Winfrey: The Life of a Media Superstar / Enhanced eBook				978-1-61512-868-6	
	Oprah Winfrey: The Life of a Media Superstar / Enhanced eBook Classroom License				978-1-61512-867-9	
	Rosa Parks: The Life of a Civil Rights Heroine	**Rob Shone**	**2007**	**4-6**	**978140420927-5**	
	Rosa Parks: The Life of a Civil Rights Heroine / Enhanced eBook				978-1-61512-872-3	
	Rosa Parks: The Life of a Civil Rights Heroine / Enhanced eBook Classroom License				978-1-61512-871-6	
	Graphic Organizers in Social Studies / Single-Copy Set (6 Titles)	**Linda Wirkner**	**2006**	**3-5**	**978-1-4358-0404-3**	
	Graphic Organizers in Science and Social Studies Teacher's Guide	Various Authors	2006	3-5	978-1-4042-6282-9	
	Learning About America's Colonial Period with Graphic Organizers / Enhanced eBook	**Linda Wirkner**	**2005**	**3-5**	**978-1-61513-080-1**	
	Learning About America's Colonial Period with Graphic Organizers / Enhanced eBook Classroom License				978-1-61513-079-5	
	Learning About America's Colonial Period with Graphic Organizers				978-1-4042-5052-9	
	Learning About America's Industrial Growth with Graphic Organizers	**Linda Wirkner**	**2006**	**3-5**	**978-1-4042-5053-6**	
	Learning About America's Industrial Growth with Graphic Organizers / Enhanced eBook				978-1-61513-057-3	
	Learning About America's Industrial Growth with Graphic Organizers / Enhanced eBook Classroom License				978-1-61513-056-6	
	Learning About Life in the New American Nation with Graphic Organizers	**Linda Wirkner**	**2006**	**3-5**	**978-1-4042-5050-5**	
	Learning About Life in the New American Nation with Graphic Organizers / Enhanced eBook				978-1-61513-061-0	
	Learning About Life in the New American Nation with Graphic Organizers / Enhanced eBook Classroom License				978-1-61513-060-3	
	Learning About the American Revolution with Graphic Organizers	**Linda Wirkner**	**2006**	**3-5**	**978-1-4042-5055-0**	
	Learning About the American Revolution with Graphic Organizers / Enhanced eBook				978-1-61513-065-8	
	Learning About the American Revolution with Graphic Organizers / Enhanced eBook Classroom License				978-1-61513-064-1	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Graphic Biographies Set 2** (Continued)		**2007**	**4-6**		
	Learning About the Settlement of the Americas with Graphic Organizers	**Linda Wirkner**	**2006**	**3-5**	**978-1-4042-5057-4**	
	Learning About the Settlement of the Americas with Graphic Organizers / Enhanced eBook				978-1-61513-086-3	
	Learning About the Settlement of the Americas with Graphic Organizers / Enhanced eBook Classroom License				978-1-61513-085-6	
	Learning About Urban Growth in America with Graphic Organizers	**Linda Wirkner**	**2006**	**3-5**	**978-1-4042-5048-2**	
	Learning About Urban Growth in America with Graphic Organizers / Enhanced eBook				978-1-61513-075-7	
	Learning About Urban Growth in America with Graphic Organizers / Enhanced eBook Classroom License				978-1-61513-074-0	
	Graphic Battles of the Civil War / Single-Copy Set (6 Titles)	**Various Authors**	**2007**	**5-6**	**978-1-4042-6267-6**	**R Highly Recommended**
	Notes: Recommeneded as a “Resource Only”. Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Graphic Battles of the Civil War Teacher's Guide	Various Authors	2007		978-1-4042-6268-3	
	The Battle of Antietam: "The Bloodiest Day of Battle"	**Larry Hama**	**2007**	**5-6**	**978-1-4042-6475-5**	
	The Battle of Antietam: "The Bloodiest Day of Battle" / Enhanced eBook				978-1-61512-830-3	
	The Battle of Antietam: "The Bloodiest Day of Battle" / Enhanced eBook Classroom License				978-1-61512-829-7	
	The Battle of First Bull Run: The Civil War Begins	**Larry Hama**	**2007**	**5-6**	**978-1-4042-6476-2**	
	The Battle of First Bull Run: The Civil War Begins / Enhanced eBook				978-1-61512-832-7	
	The Battle of First Bull Run: The Civil War Begins / Enhanced eBook Classroom License				978-1-61512-831-0	
	The Battle of Gettysburg: Spilled Blood on Sacred Ground	**Dan Abnett**	**2007**	**5-6**	**978-1-4042-6477-9**	
	The Battle of Gettysburg: Spilled Blood on Sacred Ground / Enhanced eBook				978-1-61512-834-1	
	The Battle of Gettysburg: Spilled Blood on Sacred Ground / Enhanced eBook Classroom License				978-1-61512-833-4	
	The Battle of Shiloh: Surprise Attack!	**Larry Hama**	**2007**	**5-6**	**978140426478-6**	
	The Battle of Shiloh: Surprise Attack! / Enhanced eBook				978-1-61512-836-5	
	The Battle of Shiloh: Surprise Attack! / Enhanced eBook Classroom License				978-1-61512-835-8	
	The Battle of the Wilderness: Deadly Inferno	**Dan Abnett**	**2007**	**5-6**	**978140426479-3**	
	The Battle of the Wilderness: Deadly Inferno / Enhanced eBook				978-1-61512-838-9	
	The Battle of the Wilderness: Deadly Inferno / Enhanced eBook Classroom License				978-1-61512-837-2	
	The Monitor versus the Merrimac: Ironclads at War	**Dan Abnett**	**2007**	**5-6**	**978-1-4042-6480-9**	
	The Monitor versus the Merrimac: Ironclads at War / Enhanced eBook				978-1-61512-840-2	
	The Monitor versus the Merrimac: Ironclads at War / Enhanced eBook Classroom License				978-1-61512-839-6	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Jr. Graphic Biographies Sample / Single-Copy Set (6 Titles)**	**Dan Abnett**	**2007**	**2-3**	**978-1-4042-8297-1**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Jr. Graphic Biographies Teacher's Guide	Various Authors	2007	2-3	978-1-4042-8298-8	
	Abraham Lincoln and the Civil War	**Dan Abnett**	**2007**	**2-3**	**978140422145-1**	
	Abraham Lincoln and the Civil War / Enhanced eBook				978-1-4488-0543-3	
	Abraham Lincoln and the Civil War / Enhanced eBook Classroom License				978-1-4488-0550-1	
	Christopher Columbus and the Voyage of 1492	**Dan Abnett**	**2007**	**2-3**	**978140422143-7**	
	Christopher Columbus and the Voyage of 1492 / Enhanced eBook				978-1-4488-0541-9	
	Christopher Columbus and the Voyage of 1492 / Enhanced eBook Classroom License				978-1-4488-0548-8	
	George Washington and the American Revolution	**Dan Abnett**	**2007**	**2-3**	**978140422148-2**	
	George Washington and the American Revolution / Enhanced eBook				978-1-4488-0546-4	
	George Washington and the American Revolution / Enhanced eBook Classroom License				978-1-4488-0553-2	
	Harriet Tubman and the Underground Railroad	**Dan Abnett**	**2007**	**2-3**	**978140422146-8**	
	Harriet Tubman and the Underground Railroad / Enhanced eBook				978-1-4488-0544-0	
	Harriet Tubman and the Underground Railroad / Enhanced eBook Classroom License				978-1-4488-0551-8	
	Hernán Cortés and the Fall of the Aztec Empire	**Dan Abnett**	**2007**	**2-3**	**978140422144-4**	
	Hernán Cortés and the Fall of the Aztec Empire / Enhanced eBook				978-1-4488-0542-6	
	Hernán Cortés and the Fall of the Aztec Empire / Enhanced eBook Classroom License				978-1-4488-0549-5	
	Sitting Bull and the Battle of the Little Bighorn	**Dan Abnett**	**2007**	**2-3**	**978140422147-5**	
	Sitting Bull and the Battle of the Little Bighorn / Enhanced eBook				978-1-4488-0545-7	
	Sitting Bull and the Battle of the Little Bighorn / Enhanced eBook Classroom License				978-1-4488-0552-5	
Rosen Classroom	**Jr. Graphic Mythologies Sample / Single-Copy Set (6 Titles)**	**Various Authors**	**2007**	**2-3**	**978-1-4042-8293-3**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Jr. Graphic Mythologies Teacher's Guide				978-1-4042-8294-0	
	African Mythology: Anansi	**Glenn Herdling**	**2007**	**2-3**	**978140422151-2**	
	African Mythology: Anansi / Enhanced eBook				978-1-4488-0556-3	
	African Mythology: Anansi / Enhanced eBook Classroom License				978-1-4488-0562-4	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Jr. Graphic Mythologies** (Continued)		**2007**	**2-3**		
	Chinese Mythology: The Four Dragons	**Tom Daning**	**2007**	**2-3**	**978140422153-6**	
	Chinese Mythology: The Four Dragons / Enhanced eBook				978-1-4488-0558-7	
	Chinese Mythology: The Four Dragons / Enhanced eBook Classroom License				978-1-4488-0564-8	
	Egyptian Mythology: Osiris and Isis	**Tom Daning**	**2007**	**2-3**	**978140422152-9**	
	Egyptian Mythology: Osiris and Isis / Enhanced eBook				978-1-4488-0557-0	
	Egyptian Mythology: Osiris and Isis / Enhanced eBook Classroom License				978-1-4488-0563-1	
	Greek Mythology: Jason and the Golden Fleece	**Glenn Herdling**	**2007**	**2-3**	**978140422149-9**	
	Greek Mythology: Jason and the Golden Fleece / Enhanced eBook				978-1-4488-0554-9	
	Greek Mythology: Jason and the Golden Fleece / Enhanced eBook Classroom License				978-1-4488-0560-0	
	Mesoamerican Mythology: Quetzalcoatl	**Tom Daning**	**2007**	**2-3**	**978140422154-3**	
	Mesoamerican Mythology: Quetzalcoatl / Enhanced eBook				978-1-4488-0559-4	
	Mesoamerican Mythology: Quetzalcoatl / Enhanced eBook Classroom License				978-1-4488-0565-5	
	Roman Mythology: Romulus and Remus	**Tom Daning**	**2007**	**2-3**	**978140422150-5**	
	Roman Mythology: Romulus and Remus / Enhanced eBook				978-1-4488-0555-6	
	Roman Mythology: Romulus and Remus / Enhanced eBook Classroom License				978-1-4488-0561-7	
Rosen Classroom	**Graphic Battles of World War II Single-Copy Set (6 Titles)**	**Various Authors**	**2008**	**5-8**	**978-1-4042-3999-9**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	D-Day: The Liberation of Europe Begins	**Doug Murray**	**2008**	**5-8**	**978140427430-3**	
	D-Day: The Liberation of Europe Begins / Enhanced eBook				978-1-61512-814-3	
	D-Day: The Liberation of Europe Begins / Enhanced eBook Classroom License				978-1-61512-813-6	
	Pearl Harbor: A Day of Infamy	**Steve White**	**2008**	**5-8**	**978140427428-0**	
	Pearl Harbor: A Day of Infamy / Enhanced eBook				978-1-61512-817-4	
	Pearl Harbor: A Day of Infamy / Enhanced eBook Classroom License				978-1-61512-816-7	
	The Battle of Guadalcanal: Land and Sea Warfare in the South Pacific	**Larry Hama**	**2008**	**5-8**	**978-1-4042-7426-6**	
	The Battle of Guadalcanal: Land and Sea Warfare in the South Pacific / Enhanced eBook				978-1-61512-820-4	
	The Battle of Guadalcanal: Land and Sea Warfare in the South Pacific / Enhanced eBook Classroom License				978-1-61512-819-8	
	The Battle of Iwo Jima: Guerrilla Warfare in the Pacific	**Larry Hama**	**2008**	**5-8**	**978-1-4042-6030-6**	
	The Battle of Iwo Jima: Guerrilla Warfare in the Pacific / Enhanced eBook				978-1-61512-823-5	
	The Battle of Iwo Jima: Guerrilla Warfare in the Pacific / Enhanced eBook Classroom License				978-1-61512-822-8	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Graphic Battles of World War II** (Continued)		**2008**	**5-8**		
	The Battle of Midway: The Destruction of the Japanese Fleet	**Steve White**	**2008**	**5-8**	**978-1-4042-7424-2**	
	The Battle of Midway: The Destruction of the Japanese Fleet / Enhanced eBook				978-1-61512-826-6	
	The Battle of Midway: The Destruction of the Japanese Fleet / Enhanced eBook Classroom License				978-1-61512-825-9	
	The Battle of The Bulge: Turning Back Hitler's Final Push	**Bill Cain**	**2008**	**5-8**	**978-1-4042-7422-8**	
	The Battle of The Bulge: Turning Back Hitler's Final Push / Enhanced eBook				978-1-61512-828-0	
	The Battle of The Bulge: Turning Back Hitler's Final Push / Enhanced eBook Classroom License				978-1-61512-827-3	
Rosen Classroom	**Becka and the Big Bubble / Single-Copy Set (6 Titles)**	**Gretchen Schomer-Wendel**	**2009**	**K-2**	**978-1-4488-0439-9**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	All Around Town				978-1-60754-105-9	
	Becka Goes to San Diego				978-1-60754-108-0	
	Becka Goes to India				978-1-60754-111-0	
	Becka Goes to San Diego				978-1-60754-114-1	
	Becka Goes to the North Pole				978-1-60754-117-2	
	Becka Goes to Chicago				978-1-60754-120-2	
Rosen Classroom	**Historietas Juveniles: Biografías (Jr. Graphic Biographies) Single-Copy Set (6 Titles)**	**Dan Abnett**	**2009**	**2-6**	**978-1-4042-8175-2**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Abraham Lincoln y la Guerra Civil (Abraham Lincoln and the Civil War)	**Dan Abnett**	**2009**	**2-6**	**978-1-4358-3316-6**	
	Abraham Lincoln y la Guerra Civil (Abraham Lincoln and the Civil War) / Enhanced eBook				978-1-61513-333-8	
	Abraham Lincoln y la Guerra Civil (Abraham Lincoln and the Civil War) / Enhanced eBook Classroom License				978-1-61513-332-1	
	Cristóbal Colón y el viaje de 1492 (Christopher Columbus and the Voyage of 1492)	**Dan Abnett**	**2009**	**2-6**	**978-1-4358-3312-8**	
	Cristóbal Colón y el viaje de 1492 (Christopher Columbus and the Voyage of 1492) / Enhanced eBook				978-1-61513-335-2	
	Cristóbal Colón y el viaje de 1492 (Christopher Columbus and the Voyage of 1492) / Enhanced eBook Classroom License				978-1-61513-334-5	
	George Washington y la Guerra de Independencia (George Washington and the American Revolution)	**Dan Abnett**	**2009**	**2-6**	**978-1-4358-3322-7**	
	George Washington y la Guerra de Independencia (George Washington and the American Revolution) / Enhanced eBook				978-1-61513-337-6	
	George Washington y la Guerra de Independencia (George Washington and the American Revolution) / Enhanced eBook Classroom License				978-1-61513-336-9	

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Rosen Classroom	**Historietas Juveniles: Biografías (Jr. Graphic Biographies)** (Continued)		**2009**	**2-6**		
	Harriet Tubman y el Ferrocarril Clandestino (Harriet Tubman and the Underground Railroad)	**Dan Abnett**	**2009**	**2-6**	**978-1-4358-3320-3**	
	Harriet Tubman y el Ferrocarril Clandestino (Harriet Tubman and the Underground Railroad) / Enhanced eBook				978-1-61513-339-0	
	Harriet Tubman y el Ferrocarril Clandestino (Harriet Tubman and the Underground Railroad) / Enhanced eBook Classroom License				978-1-61513-338-3	
	Hernán Cortés y la caída del imperio azteca (Hernan Cortes and the Fall of the Aztec Empire)	**Dan Abnett**	**2009**	**2-6**	**978143583314-2**	
	Hernán Cortés y la caída del imperio azteca (Hernan Cortes and the Fall of the Aztec Empire) / Enhanced eBook				978-1-61513-341-3	
	Hernán Cortés y la caída del imperio azteca (Hernan Cortes and the Fall of the Aztec Empire /Enhanced eBook Classroom License				978-1-61513-340-6	
	Toro Sentado y la batalla de Little Bighorn (Sitting Bull and the Battle of the Little Bighorn)	**Dan Abnett**	**2009**	**2-6**	**978143583318-0**	
	Toro Sentado y la batalla de Little Bighorn (Sitting Bull and the Battle of the Little Bighorn) / Enhanced eBook				978-1-61513-343-7	
	Toro Sentado y la batalla de Little Bighorn (Sitting Bull and the Battle of the Little Bighorn) / Enhanced eBook Classroom License				978-1-61513-342-0	
	Graphic Mythology / Single-Copy Set (6 Titles)	**Various Authors**	**2006**	**4-8**	**978-1-4042-6247-8**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Graphic Mythology Teacher's Guide	Various Authors	2006	4-8	978-1-4042-6248-5	
	African Myths	**Gary Jeffrey**	**2006**	**4-8**	**978140420810-0**	
	African Myths / Enhanced eBook				978-1-61512-978-2	
	African Myths / Enhanced eBook Classroom License				978-1-61512-977-5	
	Chinese Myths	**Rob Shone**	**2006**	**4-8**	**978140420811-7**	
	Chinese Myths / Enhanced eBook				978-1-61512-981-2	
	Chinese Myths / Enhanced eBook Classroom License				978-1-61512-980-5	
	Egyptian Myths	**Gary Jeffrey**	**2006**	**4-8**	**978140420812-4**	
	Egyptian Myths / Enhanced eBook				978-1-61512-984-3	
	Egyptian Myths / Enhanced eBook Classroom License				978-1-61512-983-6	
	Greek Myths	**Rob Shone**	**2006**	**4-8**	**978140420813-1**	
	Greek Myths / Enhanced eBook				978-1-61512-987-4	
	Greek Myths / Enhanced eBook Classroom License				978-1-61512-986-7	
	Mesoamerican Myths	**David West**	**2006**	**4-8**	**978140420814-8**	
	Mesoamerican Myths / Enhanced eBook				978-1-61512-990-4	
	Mesoamerican Myths / Enhanced eBook Classroom License				978-1-61512-989-8	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Graphic Mythology**(Continued)		**2006**	**4-8**		
	Roman Myths	**David West**	**2006**	**4-8**	**978140420815-5**	
	Roman Myths / Enhanced eBook				978-1-61512-993-5	
	Roman Myths / Enhanced eBook Classroom License				978-1-61512-992-8	
	Social Studies: Colonial Times / Set 1 Single-Copy Set (20 Titles)	**Various Authors**	**2009**	**2-8**	**978-1-61532-399-9**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	A Day in the Life of a Colonial Dressmaker	Amy French Merrill	2002	3-6	978-0-8239-6182-5	
	A Day in the Life of a Colonial Soldier	JL Branse	2002	3-6	978-0-8239-6183-2	
	Colonial Families	Zachary Williams	2001	2-3	978-0-8239-8142-7	
	Colonial Teachers	Tobi Stewart	2001	2-3	978-0-8239-8220-2	
	Crispus Attucks: Hero of the Boston Massacre	Anne Beier	2004	4-8	978-0-8239-4178-0	
	Food and Recipes of the Pilgrims	George Erdosh	2002	3-6	978-0-8239-6179-5	
	The Boston Massacre: Five Colonists Killed by British Soldiers	Allison Stark-Draper	2002	3-6	978-0-8239-6176-4	
	The Boston Tea Party: Angry Colonists Dump British Tea	Allison Stark-Draper	2002	3-6	978-0-8239-6177-1	
	The Colony of New York	Susan Whitehurst	2002	3-6	978-0-8239-6174-0	
	The Colony of Virginia	Brooke Coleman	2002	3-6	978-0-8239-6175-7	
	The Cost of Freedom: Crispus Attucks Dies in the Boston Massacre	Joanne Mattern	2004	4-8	978-0-8239-4342-5	
	The Mayflower	Susan Whitehurst	2002	3-6	978-0-8239-6185-6	
	The Pilgrims Before the Mayflower	Susan Whitehurst	2002	3-6	978-0-8239-6184-9	
	What Happened at the Boston Tea Party?	Adam J. Sutton	2003	2-3	978-0-8239-6383-6	
	What People Wore in Early America	Allison Stark-Draper	2002	3-6	978-0-8239-6178-8	
Rosen Classroom	**Social Studies: Colonial Times / Set 2 Single-Copy Set (14 Titles)**	**Various Authors**	**2009**	**4-8**	**978-1-4488-0510-5**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	A Primary Source History of the Colony of Connecticut	Ann Malaspina	2006	4-8	978-1-4042-0665-6	
	A Primary Source History of the Colony of Delaware	Aaron Raymond	2006	4-8	978-1-4042-0670-0	
	A Primary Source History of the Colony of Georgia	Liz Sonneborn	2006	4-8	978-1-4042-0674-8	
	A Primary Source History of the Colony of Maryland	Liz Sonneborn	2006	4-8	978-1-4042-0672-4	
	A Primary Source History of the Colony of Massachusetts	Jeri Freedman	2006	4-8	978-1-4042-0671-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Social Studies: Colonial Times** (Continued)		**2009**	**4-8**		
	A Primary Source History of the Colony of New Hampshire	Fletcher Haulley	2006	4-8	978-1-4042-0676-2	
	A Primary Source History of the Colony of New Jersey	Tamra B. Orr	2006	4-8	978-1-4042-0668-7	
	A Primary Source History of the Colony of New York	Paul Kupperberg	2006	4-8	978-1-4042-0677-9	
	A Primary Source History of the Colony of North Carolina	Philip Margulies	2006	4-8	978-1-4042-0666-3	
	A Primary Source History of the Colony of Pennsylvania	G. S. Prentzas	2006	4-8	978-1-4042-0673-1	
	A Primary Source History of the Colony of Rhode Island	Joan Axelrod-Contrada	2006	4-8	978-1-4042-0675-5	
	A Primary Source History of the Colony of South Carolina	Heather Hasan	2006	4-8	978-1-4042-0667-0	
	A Primary Source History of the Colony of Virginia	Sandra Whiteknact	2006	4-8	978-1-4042-0678-6	
	A Primary Source History of the Lost Colony of Roanoke	Various Authors	2006	4-8	978-1-4042-0669-4	
Rosen Classroom	**Social Studies: American Revolution / Single-Copy Set (24 Titles)**	**Various Authors**	**2009**	**2-8**	**978-1-61532-400-2**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	A Timeline of the American Revolution	Lynn George	2003	3-4	978-0-8239-6396-6	
	Abigail Adams: Famous First Lady	Maya Glass	2004	4-8	978-0-8239-4172-8	
	Alexander Hamilton: American Statesman	Aleine Degraw	2004	4-8	978-0-8239-4173-5	
	Benjamin Franklin: American Inventor	Colleen Adams	2001	3-4	978-0-8239-8237-0	
	Benjamin Franklin: Early American Genius	Maya Glass	2004	4-8	978-0-8239-4175-9	
	Betsy Ross: Creator of the American Flag	Jennifer Silate	2004	4-8	978-0-8239-4176-6	
	Daring Women of the American Revolution	Francis Walsh	2009	4-5	978-1-4358-0177-6	
	George Washington: Father of the Nation	Tracie Egan	2004	4-8	978-0-8239-4183-4	
	George Washington: Our First President	Nicole Boyd	2001	1-2	978-0-8239-8205-9	
	James Madison: Founding Father	Lynn George	2003	2-3	978-0-8239-6382-9	
	John Paul Jones: American Naval Hero	Tracie Egan	2004	4-8	978-0-8239-4185-8	
	Life in a Colonial City	Therese Harasymiw	2009	4-5	978-1-4358-0165-3	
	Marquis de Lafayette: French Hero of the American Revolution	Kathleen Collins	2004	4-8	978-0-8239-4187-2	
	Nathan Hale: Hero of the American Revolution	Jody Libertson	2004	4-8	978-0-8239-4189-6	
	Paul Revere: Freedom Rider	Rose McCarthy	2004	4-8	978-0-8239-4190-2	
	Phillis Wheatley: African American Poet	J. T. Moriarty	2004	4-8	978-0-8239-4191-9	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Social Studies: American Revolution** (Continued)		**2009**	**2-8**		
	The Declaration of Independence and Robert Livingston of New York	Kathy Furgang	2002	3-6	978-0-8239-6181-8	
	The Declaration of Independence and Thomas Jefferson of Virginia	Kathy Furgang	2002	3-6	978-0-8239-6180-1	
	The Iroquois League	Joanne Randolph	2003	3-4	978-0-8239-6392-8	
	Who Was Betsy Ross?	Colleen Adams	2001	2-3	978-0-8239-8146-5	
	Who Was Paul Revere?	Sharon Moore	2001	2-3	978-0-8239-8147-2	
Rosen Classroom	**Social Studies: Immigration & Migration / Single-Copy Set (14 Titles)**	**Various**	**2009**	**3-4**	**978-1-61532-412-5**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	African American Migration	Tracee Sioux	2004	3-4	978-0-8239-8953-9	
	Ellis Island: Welcome to America	Marcus Figorito	2003	3-4	978-0-8239-6373-7	
	Hard Times in Ireland: The Scotch-Irish Come to America (1603–1775)	Jeremy Thornton	2004	3-4	978-0-8239-8956-0	
	Immigrants and the Westward Expansion	Tracee Sioux	2004	3-4	978-0-8239-8950-8	
	Immigrants in Colonial America	Tracee Sioux	2004	3-4	978-0-8239-8949-2	
	Immigration and the Slave Trade: Africans Come to America (1607–1830)	Jeremy Thornton	2004	3-4	978-0-8239-8955-3	
	Immigration, Migration, and the Growth of the American City	Tracee Sioux	2004	3-4	978-0-8239-8954-6	
	Immigration, Migration, and the Industrial Revolution	Tracee Sioux	2004	3-4	978-0-8239-8998-0	
	Native American Migration	Tracee Sioux	2004	3-4	978-0-8239-8951-5	
	New Industries, New Jobs: British Immigrants Come to America (1830s–1890s)	Jeremy Thornton	2004	3-4	978-0-8239-8958-4	
	Religious Intolerance: Jewish Immigrants Come to America (1881–1914)	Jeremy Thornton	2004	3-4	978-0-8239-8960-7	
	The Gold Rush: Chinese Immigrants Come to America (1848–1882)	Jeremy Thornton	2004	3-4	978-0-8239-8959-1	
	The History of the Blues	Charles G. Quill	2003	3-4	978-0-8239-6395-9	
	The Irish Potato Famine: Irish Immigrants Come to America (1845–1850)	Jeremy Thornton	2004	3-4	978-0-8239-8957-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Social Studies: Civil War / Single-Copy Set (20 Titles)**	**Various**	**2010**	**3-8**	**978-1-4488-1762-7**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	"I Am for Equal Rights": Sojourner Truth Fights for Equal Rights	Frances E. Ruffin	2004	4-8	978-0-8239-4388-3	
	Documenting Slavery and Civil Rights	Philip Steele	2010	5-8	978-1-4358-9676-5	
	Fort Sumter: Where the Civil War Began	Ira Wood	2003	2-3	978-0-8239-6372-0	
	George Armstrong Custer: General of the U.S. Cavalry	Theodore Link	2004	4-8	978-0-8239-4182-7	
	Harriet Tubman: A Lesson in Bravery	Elizabeth Kernan	2001	3-4	978-0-8239-8229-5	
	Juneteenth: Celebrating the End of Slavery	Janey Levy	2003	3-4	978-0-8239-6400-0	
	Life During the American Civil War	Sarah Sheffield	2001	3-4	978-0-8239-8232-5	
	Sojourner Truth: Equal Rights Advocate	Kathleen Collins	2004	4-8	978-0-8239-4193-3	
	The Last Stand: George Armstrong Custer Leads His Final Military Campaign	Jennifer Silate	2004	4-8	978-0-8239-4354-8	
	The Life of Abraham Lincoln	Kate Harvey	2001	2-3	978-0-8239-8211-0	
	The Monitor versus the Merrimac: Ironclads at War	Dan Abnett	2007	5-8	978-1-4042-6480-9	
Rosen Classroom	**Social Studies: Ancient Cultures & Civilizations / Set 1 Single-Copy Set (28 Titles)**	**Various**	**2010**	**3-6**	**978-1-4488-1772-6**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Ancient Roman Clothes	Paul Harrison	2010	4	978-1-61532-308-1	
	Ancient Roman Homes	Paul Harrison	2010	4	978-1-61532-313-5	
	Ancient Roman Jobs	Nicola Barber	2010	4	978-1-61532-317-3	
	Ancient Roman Sports and Pastimes	Nicola Barber	2010	4	978-1-61532-315-9	
	Ancient Treasures	Rob Shone	2008	2-3	978-1-4042-9593-3	
	Art and Religion in Ancient Egypt	Leslie C. Kaplan	2004	3-4	978-0-8239-8932-4	
	Art and Religion in Ancient Greece	Melanie Ann Apel	2004	3-4	978-0-8239-8938-6	
	Art and Religion in Ancient Rome	Daniel C. Gedacht	2004	3-4	978-0-8239-8944-7	
	Economy and Industry in Ancient Egypt	Leslie C. Kaplan	2004	3-4	978-0-8239-8936-2	
	Economy and Industry in Ancient Greece	Melanie Ann Apel	2004	3-4	978-0-8239-8942-3	
	Economy and Industry in Ancient Rome	Daniel C. Gedacht	2004	3-4	978-0-8239-8946-1	
	Home Life in Ancient Egypt	Leslie C. Kaplan	2004	3-4	978-0-8239-8935-5	
	Home Life in Ancient Greece	Melanie Ann Apel	2004	3-4	978-0-8239-8940-9	
	Home Life in Ancient Rome	Daniel C. Gedacht	2004	3-4	978-0-8239-8945-4	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Social Studies: Ancient Cultures & Civilizations** (Continued)		**2010**	**3-6**		
	How the Arabs Invented Algebra: The History of the Concept of Variables	Tika Downey	2010	4-5	978-0-8239-8879-2	
	Land and Resources of Ancient Egypt	Leslie C. Kaplan	2004	3-4	978-0-8239-8931-7	
	Land and Resources of Ancient Greece	Melanie Ann Apel	2004	3-4	978-0-8239-8937-9	
	Land and Resources of Ancient Rome	Daniel C. Gedacht	2004	3-4	978-0-8239-8943-0	
	Politics and Government in Ancient Egypt	Leslie C. Kaplan	2004	3-4	978-0-8239-8933-1	
	Politics and Government in Ancient Greece	Melanie Ann Apel	2004	3-4	978-0-8239-8939-3	
	Politics and Government in Ancient Rome	Daniel C. Gedacht	2004	3-4	978-0-8239-8948-5	
	Technology of Ancient Egypt	Leslie C. Kaplan	2004	3-4	978-0-8239-8934-8	
	Technology of Ancient Greece	Melanie Ann Apel	2004	3-4	978-0-8239-8941-6	
	Technology of Ancient Rome	Daniel C. Gedacht	2004	3-4	978-0-8239-8947-8	
Rosen Classroom	**Social Studies: Ancient Cultures & Civilizations / Set 2 Single-Copy Set (21 Titles)**	**Various Authors**	**2010**	**4-7**	**978-1-4488-1774-0**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Amazonian Indians	Susie Brooks	2010	4	978-1-4358-5514-4	
	Art and Culture of Ancient Egypt	Lisa Springer , Neil Morris	2010	6	978-1-61532-881-9	
	Art and Culture of Ancient Greece	Tsakiridis , Bardi	2010	6	978-1-61532-883-3	
	Art and Culture of Ancient Rome	Pistone , Di Pasquale	2010	6	978-1-61532-885-7	
	Art and Culture of the Medieval World	Delaware	2010	6	978-1-61532-887-1	
	Art and Culture of the Prehistoric World	Brooke,	2010	6	978-1-61532-879-6	
	Art and Culture of the Renaissance World	Murphy, Matthews	2010	6	978-1-61532-889-5	
	Aztecs	Jen Green	2010	4	978-1-4358-5499-4	
	Celts	Dereen Taylor	2010	4	978-1-4358-5517-5	
	Children of Ancient Greece	Claudia Diamond	2001	2-3	978-0-8239-8222-6	
	Egyptians	Jen Green	2010	4	978-1-4358-5511-3	
	Greeks	Liz Gogerly	2010	4	978-1-4358-5496-3	
	Inuit	Alexander , Alexander	2010	4	978-1-4358-5508-3	
	Mesopotamia: Creating and Solving World Problems	Bonnie Leech	2010	6-7	978-1-4042-6067-2	
	Plains Indians	Susie Brooks	2010	4	978-1-4358-5520-5	
	Prehistoric People	Susie Brooks	2010	4	978-1-4358-5505-2	
	The Ancient Civilizations of Greece and Rome: Solving Algebraic Equations	Kerri O'Donnell	2010	5-6	978-1-4042-5123-6	
	The Great Pyramid of Giza: Measuring Length, Area, Volume, and Angles	Janey Levy	2010	6-7	978-1-4042-6059-7	
	The History of the Maya: Using Computational Skills in Problem Solving	Mary Ann Hoffman	2010	5-6	978-1-4042-5148-9	
	The Silk Road: Using a Map Scale to Measure Distances	Janey Levy	2010	5-6	978-1-4042-5140-3	
	Vikings	Dereen Taylor	2010	4	978-1-4358-5502-1	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES Level A-D Single-Copy Set/Add-on Pack**	**Various Authors**	**2009**	**K-1**	**978-1-4358-9719-9**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels A-D)				978-1-4042-7993-3	
	Real Life Readers Complete SOCIAL STUDIES Level C-H Single-Copy Set/Add-on Pack	**Various Authors**	**2009**	**1-2**	**978-1-4358-9720-5**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels C-H)				978-1-4042-7956-8	
	Real Life Readers Complete SOCIAL STUDIES Level E-I Single-Copy Set/Add-on Pack	**Various Authors**	**2009**	**2-3**	**978-1-4358-9721-2**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels E-I)				978-1-4358-0099-1	
	Real Life Readers Complete SOCIAL STUDIES Level I-L Single-Copy Set/Add-on Pack	**Various Authors**	**2009**	**2-3**	**978-1-4358-9722-9**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels I-L)				978-1-4358-0211-7	
	Real Life Readers Complete SOCIAL STUDIES Level L-P Single-Copy Set/Add-on Pack	**Various Authors**	**2009**	**3-4**	**978-1-4358-9723-6**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels L-P)				978-1-4358-0212-4	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES Level N-T Single-Copy Set/Add-on Pack**	**Various Authors**	**2009**	**4-5**	**978-1-4358-9724-3**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels N-T)				978-1-4358-0213-1	
	Real Life Readers Complete SOCIAL STUDIES Level Q-T Single-Copy Set/Add-on Pack	**Various Authors**	**2009**	**5-6**	**978-1-4358-9725-0**	**R**
	Notes: Recommeneded as a "Resource Only". Readers to support course instruction. Schools need to use district selection process. Key Features:					
	Real Life Readers Teacher's Guide (Levels Q-T)				978-1-4358-0254-4	
	A City Street	**Kara Stewart**	**2009**	**K-1**	**978140427961-2**	
	A City Street (CD + 6-Pack) / Theme Set				978-1-4358-0449-4	
	A City Street / Audio Book				978-1-4358-0006-9	
	A City Street / Enhanced eBook				978-1-60852-008-4	
	A City Street / Enhanced eBook Classroom License				**978-1-60852-007-7**	
	A Timeline of the California Gold Rush	**Kerri O'Donnell**	**2009**	**4-5**	**978143580161-5**	
	A Timeline of the California Gold Rush (CD + 6-Pack) / Theme Set				978-1-4358-0482-1	
	A Timeline of the California Gold Rush / Audio Book				978-1-4358-0248-3	
	A Timeline of the California Gold Rush / Enhanced eBook				978-1-60852-014-5	
	A Timeline of the California Gold Rush / Enhanced eBook Classroom License				978-1-60852-013-8	
	Amelia Earhart: Queen of the Sky	**Mark Mallory**	**2009**	**2-3**	**978143580053-3**	
	Amelia Earhart: Queen of the Sky / Audio Book				978-1-4358-0055-7	
	Amelia Earhart: Queen of the Sky / Enhanced eBook				978-1-60852-016-9	
	Amelia Earhart: Queen of the Sky / Enhanced eBook Classroom License				978-1-60852-015-2	
	America's First Highway	**Greg Roza**	**2009**	**5-6**	**978143580199-8**	
	America's First Highway / Enhanced eBook				978-1-60852-018-3	
	America's First Highway / Enhanced eBook Classroom License				978-1-60852-017-6	
	America's Many Regions	**Nicole Boyd**	**2009**	**1-2**	**978140427931-5**	
	America's Many Regions / Enhanced eBook				978-1-60852-020-6	
	America's Many Regions / Enhanced eBook Classroom License				978-1-60852-019-0	
	American Holidays	**Abigail Betances**	**2009**	**1-2**	**978140427911-7**	
	American Holidays / Audio Book				978-1-4042-8004-5	
	American Holidays / Enhanced eBook				978-1-60852-024-4	
	American Holidays / Enhanced eBook Classroom License				978-1-60852-023-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES** (Continued)		**2009**	**K-6**		
	Around the Globe: Where Are Your Ancestors From?	**Therese Shea**	**2009**	**2-3**	**978143580073-1**	
	Around the Globe: Where Are Your Ancestors From? / Enhanced eBook				978-1-60852-036-7	
	Around the Globe: Where Are Your Ancestors From? / Enhanced eBook Classroom License				978-1-60852-035-0	
	Being a Good Citizen	**Andrew McNamara**	**2009**	**2-3**	**978143580071-7**	
	Being a Good Citizen / Audio Book				978-1-4358-0001-4	
	Being a Good Citizen / Enhanced eBook				978-1-60852-038-1	
	Being a Good Citizen / Enhanced eBook Classroom License				978-1-60852-037-4	
	Buying and Selling at the Yard Sale	**Jennifer Loftus**	**2009**	**1-2**	**978140427913-1**	
	Buying and Selling at the Yard Sale / Enhanced eBook				978-1-60852-042-8	
	Buying and Selling at the Yard Sale / Enhanced eBook Classroom License				978-1-60852-041-1	
	Causes and Effects of the American Civil War	**Claire E. Flynn**	**2009**	**5-6**	**978143580203-2**	
	Causes and Effects of the American Civil War / Enhanced eBook				978-1-60852-046-6	
	Causes and Effects of the American Civil War / Enhanced eBook Classroom License				978-1-60852-045-9	
	Constitution Day	**Maeve Griffin**	**2009**	**3-4**	**978143580139-4**	
	Constitution Day / Enhanced eBook				978-1-60852-048-0	
	Constitution Day / Enhanced eBook Classroom License				978-1-60852-047-3	
	Daily Life Then and Now	**Therese Shea**	**2009**	**K-1**	**978140427977-3**	
	Daily Life Then and Now / Enhanced eBook				978-1-60852-054-1	
	Daily Life Then and Now / Enhanced eBook Classroom License				978-1-60852-053-4	
	Elections: Choosing Our Leaders	**Paul Bamaton**	**2009**	**3-4**	**978143580084-7**	
	Elections: Choosing Our Leaders / Enhanced eBook				978-1-60852-066-4	
	Elections: Choosing Our Leaders / Enhanced eBook Classroom License				978-1-60852-065-7	
	Float or Sink?	**Talya Jones**	**2009**	**K-1**	**978140427973-5**	
	Float or Sink? / Audio Book				978-1-4358-0000-7	
	Float or Sink? / Enhanced eBook				978-1-60852-076-3	
	Float or Sink? / Enhanced eBook Classroom License				978-1-60852-075-6	
	George Washington Carver: Peanut Scientist	**Natalya Jones**	**2009**	**2-3**	**978143580085-4**	
	George Washington Carver: Peanut Scientist / Audio Book				978-1-4358-0087-8	
	George Washington Carver: Peanut Scientist / Enhanced eBook				978-1-60852-088-6	
	George Washington Carver: Peanut Scientist / Enhanced eBook Classroom License				978-1-60852-087-9	
	Henry Ford: Pioneer of Modern Industry	**Greg Roza**	**2009**	**3-4**	**978143580137-0**	
	Henry Ford: Pioneer of Modern Industry / Enhanced eBook				978-1-60852-096-1	
	Henry Ford: Pioneer of Modern Industry / Enhanced eBook Classroom License				978-1-60852-095-4	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES** (Continued)		**2009**	**K-6**		
	How Cars Changed the World	**Kurt Hoffman**	**2009**	**2-3**	**978143580119-6**	
	How Cars Changed the World / Enhanced eBook				978-1-60852-102-9	
	How Cars Changed the World / Enhanced eBook Classroom License				978-1-60852-101-2	
	How Railroads Shaped America	**Jack O'Mara**	**2009**	**4-5**	**978143580175-2**	
	How Railroads Shaped America / Enhanced eBook				978-1-60852-108-1	
	How Railroads Shaped America / Enhanced eBook Classroom License				978-1-60852-107-4	
	How We Use Globes	**Juliet Figorito**	**2009**	**1-2**	**978140427909-4**	
	How We Use Globes / Enhanced eBook				978-1-60852-112-8	
	How We Use Globes / Enhanced eBook Classroom License				978-1-60852-111-1	
	How We Use Maps	**Stephanie Rudgers**	**2009**	**1-2**	**978140427907-0**	
	How We Use Maps / Audio Book				978-1-4042-8008-3	
	How We Use Maps / Enhanced eBook				978-1-60852-114-2	
	How We Use Maps / Enhanced eBook Classroom License				978-1-60852-113-5	
	It Comes From a Farm!	**Grace Bassler**	**2009**	**2-3**	**978143580109-7**	
	It Comes From a Farm! / Enhanced eBook				978-1-60852-120-3	
	It Comes From a Farm! / Enhanced eBook Classroom License				978-1-60852-119-7	
	Lewis and Clark: A Journey West	**William Fruge**	**2009**	**3-4**	**978143580040-3**	
	Lewis and Clark: A Journey West / Audio Book				978-1-4358-0048-9	
	Lewis and Clark: A Journey West / Enhanced eBook				978-1-60852-124-1	
	Lewis and Clark: A Journey West / Enhanced eBook Classroom License				978-1-60852-123-4	
	Life in a Colonial City / Enhanced eBook	**Therese Harasymiw**	**2009**	**4-5**	**978160852128-9**	
	Life in a Colonial City / Enhanced eBook Classroom License				978-1-60852-127-2	
	Logs and Lumber: From the Forest to Your Home	**Aaron Thomas**	**2009**	**2-3**	**978143580069-4**	
	Logs and Lumber: From the Forest to Your Home / Enhanced eBook				978-1-60852-138-8	
	Logs and Lumber: From the Forest to Your Home / Enhanced eBook Classroom License				978-1-60852-137-1	
	Map Symbols	**David Cator**	**2009**	**2-3**	**978143580075-5**	
	Map Symbols / Enhanced eBook				978-1-60852-144-9	
	Map Symbols / Enhanced eBook Classroom License				978-1-60852-143-2	
	Mapping the Mississippi River	**Catie Bryce**	**2009**	**2-3**	**978143580117-2**	
	Mapping the Mississippi River / Enhanced eBook				978-1-60852-146-3	
	Mapping the Mississippi River / Enhanced eBook Classroom License				978-1-60852-145-6	
	Meet the Mayor	**Arnim Franke**	**2009**	**1-2**	**978140427905-6**	
	Meet the Mayor / Audio Book				978-1-4042-8006-9	
	Meet the Mayor / Enhanced eBook				978-1-60852-152-4	
	Meet the Mayor / Enhanced eBook Classroom License				978-1-60852-151-7	
	Mummies of Ancient Egypt	**Therese Shea**	**2009**	**3-4**	**978143580052-6**	
	Mummies of Ancient Egypt (CD + 6-Pack) / Theme Set				978-1-4358-0472-2	
	Mummies of Ancient Egypt / Audio Book				978-1-4358-0080-9	
	Mummies of Ancient Egypt / Enhanced eBook				978-1-60852-158-6	
	Mummies of Ancient Egypt / Enhanced eBook Classroom License				978-1-60852-157-9	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES** (Continued)		**2009**	**K-6**		
	My Class	**Vicky Braidich**	**2009**	**K-1**	**978140427987-2**	
	My Class / Enhanced eBook				978-1-60852-160-9	
	My Class / Enhanced eBook Classroom License				978-1-60852-159-3	
	My Community	**Errol Manhof**	**2009**	**K-1**	**978140427991-9**	
	My Community / Enhanced eBook				978-1-60852-162-3	
	My Community / Enhanced eBook Classroom License				978-1-60852-161-6	
	My School	**Kenny Allen**	**2009**	**K-1**	**978140427969-8**	
	My School / Enhanced eBook				978-1-60852-164-7	
	My School / Enhanced eBook Classroom License				978-1-60852-163-0	
	My Teacher	**Autumn Leigh**	**2009**	**K-1**	**978140427975-9**	
	My Teacher / Audio Book				978-1-4042-8012-0	
	My Teacher / Enhanced eBook				978-1-60852-166-1	
	My Teacher / Enhanced eBook Classroom License				978-1-60852-165-4	
	Native American Homes	**Lincoln James**	**2009**	**3-4**	**978143580127-1**	
	Native American Homes (CD + 6-Pack) / Theme Set				978-1-4358-0473-9	
	Native American Homes / Audio Book				978-1-4358-0047-2	
	Native American Homes / Enhanced eBook				978-1-60852-168-5	
	Native American Homes / Enhanced eBook Classroom License				978-1-60852-167-8	
	Our National Symbols	**Joseph Patrick**	**2009**	**2-3**	**978143580049-6**	
	Our National Symbols / Audio Book				978-1-4358-0051-9	
	Our National Symbols / Enhanced eBook				978-1-60852-176-0	
	Our National Symbols / Enhanced eBook Classroom License				978-1-60852-175-3	
	Our Needs and Wants	**Mary Griffin**	**2009**	**K-1**	**978140427965-0**	
	Our Needs and Wants (CD + 6-Pack) / Theme Set				978-1-4358-0452-4	
	Our Needs and Wants / Audio Book				978-1-4358-0007-6	
	Our Needs and Wants / Enhanced eBook				978-1-60852-178-4	
	Our Needs and Wants / Enhanced eBook Classroom License				978-1-60852-177-7	
	So Many Maps! Reading Different Kinds of Maps	**Catherine Rusinek**	**2009**	**3-4**	**978143580133-2**	
	So Many Maps! Reading Different Kinds of Maps / Enhanced eBook				978-1-60852-194-4	
	So Many Maps! Reading Different Kinds of Maps / Enhanced eBook Classroom License				978-1-60852-193-7	
	Spanish Explorers of North America	**Janey Levy**	**2009**	**4-5**	**978143580171-4**	
	Spanish Explorers of North America (CD + 6-Pack) / Theme Set				978-1-4358-0481-4	
	Spanish Explorers of North America / Audio Book				978-1-4358-0250-6	
	Spanish Explorers of North America / Enhanced eBook				978-1-60852-198-2	
	Spanish Explorers of North America / Enhanced eBook Classroom License				978-1-60852-197-5	
	The Battle of the Alamo	**Janey Levy**	**2009**	**4-5**	**978143580167-7**	
	The Battle of the Alamo (CD + 6-Pack) / Theme Set				978-1-4358-0476-0	
	The Battle of the Alamo / Audio Book				978-1-4358-0244-5	
	The Battle of the Alamo / Enhanced eBook				978-1-60852-202-6	
	The Battle of the Alamo / Enhanced eBook Classroom License				978-1-60852-201-9	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES** (Continued)		**2009**	**K-6**		
	The Battle of the Little Bighorn: Both Sides of the Story	**Zelda King**	**2009**	**5-6**	**978143580197-4**	
	The Battle of the Little Bighorn: Both Sides of the Story / Enhanced eBook				978-1-60852-204-0	
	The Battle of the Little Bighorn: Both Sides of the Story / Enhanced eBook Classroom License				978-1-60852-203-3	
	The Bill of Rights: What It Means to You	**Terence M. Stanton**	**2009**	**4-5**	**978143580169-1**	
	The Bill of Rights: What It Means to You / Enhanced eBook				978-1-60852-206-4	
	The Bill of Rights: What It Means to You / Enhanced eBook Classroom License				978-1-60852-205-7	
	The Branches of the U.S. Government	**Terence M. Stanton**	**2009**	**4-5**	**978143580173-8**	
	The Branches of the U.S. Government / Enhanced eBook				978-1-60852-208-8	
	The Branches of the U.S. Government / Enhanced eBook Classroom License				978-1-60852-207-1	
	The Class Vote	**Bill Aree**	**2009**	**1-2**	**978140427929-2**	
	The Class Vote (CD + 6-Pack) / Theme Set				978-1-4358-0458-6	
	The Class Vote / Audio Book				978-1-4042-8002-1	
	The Class Vote / Enhanced eBook				978-1-60852-210-1	
	The Class Vote / Enhanced eBook Classroom License				978-1-60852-209-5	
	The Declaration of Independence	**Terence M. Stanton**	**2009**	**4-5**	**978143580163-9**	
	The Declaration of Independence / Enhanced eBook				978-1-60852-212-5	
	The Declaration of Independence / Enhanced eBook Classroom License				978-1-60852-211-8	
	The History of the American Flag	**Patrick Allen**	**2009**	**2-3**	**978143580081-6**	
	The History of the American Flag / Audio Book				978-1-4358-0083-0	
	The History of the American Flag / Enhanced eBook				978-1-60852-218-7	
	The History of the American Flag / Enhanced eBook Classroom License				978-1-60852-217-0	
	The Louisiana Purchase	**Therese Shea**	**2009**	**5-6**	**978143580209-4**	
	The Louisiana Purchase (CD + 6-Pack) / Theme Set				978-1-4358-0485-2	
	The Louisiana Purchase / Audio Book				978-1-4358-0253-7	
	The Louisiana Purchase / Enhanced eBook				978-1-60852-226-2	
	The Louisiana Purchase / Enhanced eBook Classroom License				978-1-60852-225-5	
	The Panama Canal: Global Gateway	**Mary Ann Hoffman**	**2009**	**5-6**	**978143580207-0**	
	The Panama Canal: Global Gateway / Enhanced eBook				978-1-60852-230-9	
	The Panama Canal: Global Gateway / Enhanced eBook Classroom License				978-1-60852-229-3	
	The Price You Pay: A Look at Supply and Demand	**Ryan P. Randolph**	**2009**	**5-6**	**978143580201-8**	
	The Price You Pay: A Look at Supply and Demand / Enhanced eBook				978-1-60852-232-3	
	The Price You Pay: A Look at Supply and Demand / Enhanced eBook Classroom License				978-1-60852-231-6	
	The Story of Johnny Appleseed	**Ava Saviola**	**2009**	**1-2**	**978140427927-8**	
	The Story of Johnny Appleseed / Enhanced eBook				978-1-60852-238-5	
	The Story of Johnny Appleseed / Enhanced eBook Classroom License				978-1-60852-237-8	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Real Life Readers Complete SOCIAL STUDIES** (Continued)		**2009**	**K-6**		
	The Story of the Star-Spangled Banner	**Lori Damanda**	**2009**	**5-6**	**978143580205-6**	
	The Story of the Star-Spangled Banner (CD + 6-Pack) / Theme Set				978-1-4358-0846-1	
	The Story of the Star-Spangled Banner / Audio Book				978-1-4358-0251-3	
	The Story of the Star-Spangled Banner / Enhanced eBook				978-1-60852-240-8	
	The Story of the Star-Spangled Banner / Enhanced eBook Classroom License				978-1-60852-239-2	
	Transportation Then and Now	**Amanda Leitten**	**2009**	**1-2**	**978140427903-2**	
	Transportation Then and Now / Enhanced eBook				978-1-60852-244-6	
	Transportation Then and Now / Enhanced eBook Classroom License				978-1-60852-243-9	
	What Is a Law?	**Derek Marshall**	**2009**	**2-3**	**978143580097-7**	
	What Is a Law? / Enhanced eBook				978-1-60852-256-9	
	What Is a Law? / Enhanced eBook Classroom License				978-1-60852-255-2	
	What Is For Sale?	**R. J. MacReady**	**2009**	**K-1**	**978140427981-0**	
	What Is For Sale? / Enhanced eBook				978-1-60852-258-3	
	What Is For Sale? / Enhanced eBook Classroom License				978-1-60852-257-6	
	What Is It Made Of?	**Molly Finnegan**	**2009**	**K-1**	**978140427989-6**	
	What Is It Made Of? / Enhanced eBook				978-1-60852-260-6	
	What Is It Made Of? / Enhanced eBook Classroom License				978-1-60852-259-0	
	Who Does That? Jobs in Your Community	**Maria Harea**	**2009**	**2-3**	**978143580115-8**	
	Who Does That? Jobs in Your Community / Enhanced eBook				978-1-60852-272-9	
	Who Does That? Jobs in Your Community / Enhanced eBook Classroom License				978-1-60852-271-2	
	Why People Work	**Greg Roza**	**2009**	**2-3**	**978143580045-8**	
	Why People Work / Enhanced eBook				978-1-60852-274-3	
	Why People Work / Enhanced eBook Classroom License				978-1-60852-273-6	
	Why We Need Laws	**Bertram Wilberforce**	**2009**	**3-4**	**978143580135-6**	
	Why We Need Laws / Audio Book				978-1-4358-0092-2	
	Why We Need Laws / Enhanced eBook				978-1-60852-278-1	
	Why We Need Laws / Enhanced eBook Classroom License				978-1-60852-277-4	
	William Penn: Shaping a Nation	**Janey Levy**	**2009**	**5-6**	**978143580195-0**	
	William Penn: Shaping a Nation / Enhanced eBook				978-1-60852-282-8	
	William Penn: Shaping a Nation / Enhanced eBook Classroom License				978-1-60852-281-1	
	World Holidays	**Therese Harasymiw**	**2009**	**3-4**	**978143580129-5**	
	World Holidays / Enhanced eBook				978-1-60852-284-2	
	World Holidays / Enhanced eBook Classroom License				978-1-60852-283-5	
Scholastic Inc.	**EXPERT SPACE—Digital Curriculum & Tools for the 21st Century—Elementary School**	**David Rose**	**2010 v. 1.5**	**5-6**	**978-0-545-21362-2**	**R**
	Notes: Recomeneded as a "Resource Only". Key Features:					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Idaho History						
Cybervision Text, LLC	**The 43rd Star: Idaho and Its People** (electronic format)	**David A. Bice**	**2010**	**4**	**978-0-9816436-2-5**	**87%**
	Key Features: Is an interactive book that reflects the student's interest in technology. The book has internet links to appropriate sites which enrich the story of Idaho. Links such as the Department of Tourism, Secretary of State and other sources. The user will have available audio of text and sub-text, ability to increase font and graphics size and motion maps. Each chapter has a self testing activity that will check the answers of the student and give feedback until the student gives the correct answer. The book has a search ability and interactive timelines. The book comes on a CD or can be downloaded to a district or state mainframe. The book is organized in 9 units and permits the district to complete the study in one semester.					
	The 43rd Star: Idaho and Its People (print format)				978-0-9816436-3-2	
Fort Boise Publishing Co.	**Smoke Signals & Wagon Tracks**	**Robert D. Bolen**	**2008**	**4**	**978-0-615-23146-4**	**Teacher Resource Only Recommend w/ Reservations 34%**
	Notes: Recommended as a "Teacher Resource Only". Teachers need to be aware of uneven writing. Occasional use of inappropriate terms and disorganized timelines. Questionable historical accuracyon several historical accounts, that are undocumented by the native perspective. Key Features: Smoke Signals & Wagon Tracks is a history of the Pacific Northwest. It tells of the Indian history, fur trappers and mountain men. It lists the fur forts that were here then and some of the items traded for furs. Private forts were built for protection from Indian attacks. Strife arose between the Indians and the white men. There were skirmishes, battles and massacres when the settlers came west. At the end of the Civil War, Abraham Lincoln, President of the United States, ordered the troops west to protect the settlers and miners. One by one the various Indian tribes went to war. Military forts were built and the U.S. Army engaged the Indians in warfare. After many years of fighting, the Army won and Indians were put on reservations.					
	American Indian Tribes of Idaho	**Robert D. Bolen**	**2009**	**4**	**978-1-61623-637-3**	**Teacher Resource Only Recommend w/ Reservations 23%**
	Notes: Recommended as a "Teacher Resource Only". Questionable areas of historical accuracy; terms reference non-native perspectives and views of historical accounts; lack of historical perspective, critical for dispelling myths, stereotypes that could derive from a bias perspective Key Features: American Indian Tribes of Idaho is the history of the seven sedentary tribes in Idaho. The tribal history and lifestyles are described for all seven tribes of the Bannock, Coeur d'Alene, Kalispel, Kutenai, Nez Perce, Northern Paiute and Shoshoni Indians.					
Gareth Stevens Classroom	**Idaho / 6-Pack (Portraits of the States)**	**Jonatha A Brown**	**2007**	**3-5**	**9781433913129**	**R 41%**
	Notes: Recommended as a "Resource Only". Key Features:					
	Idaho (Portraits of the States)				978-0-8368-4717-8	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gibbs Smith Education	**The Idaho Adventure**	**Todd Shallat & Nancy Tacke**	**2011**	**4**	**978-1-58685-800-1**	**Highly Recommended 89%**
	Key Features: Teaches Idaho history, geography, economics, civics, and government. Performance-based activities. Timelines of important events both in Idaho and in the U.S. Engaging primary source activities and skills pages. Exciting connections between Idaho's past and present. Illustrated biographies of Idaho VIPs. Key Ideas and Key Terms in every lesson. Full-color photographs on every page. Discussion questions. Extensive chapter reviews. Short, manageable lessons					
	The Idaho Adventure Teacher Guide*				978-1-58685-801-8	
	The Idaho Adventure Student Guide*				978-1-4236-1612-2	
	The Idaho Adventure ELL/Modified Chapter Guide*				978-1-4236-1613-9	
	The Idaho Adventure Audio Book*				978-1-4236-1614-6	
	The Idaho Adventure Digital Resource CD*				978-1-4236-1615-3	
	ExperienceStateHistory.com website*				978-1-4236-1616-0	
	** free with purchase of 25 student editions*					
Rosen Classroom	**Idaho: The Gem State / 6-Pack**	**Marcia Amidon Lusted**	**2011**	**4**	**978-1-4488-0756-7**	**R**
	Notes: Recommended as a "Resource Only". Usable with grades 2-6. Correlates less than 10%. Key Features: This 24 page book includes facts about Idaho's history, geography, industries, famous people, population, flag and other state facts.					
	Idaho: The Gem State				978-1-4488-0755-0	
	Idaho: The Gem State / Enhanced eBook				978-1-4488-1190-8	
	Idaho: The Gem State / Enhanced eBook Classroom License				978-1-4488-1995-9	
	Idaho: Past and Present – 6-Pack	**John Stanley**	**2011**	**4**	**978-1-4358-9541-6**	**R**
	Notes: Recommended as a "Resource Only". Usable with grades 4-8. Correlates less than 10%. Key Features: This 48 page book includes Idaho history, government, landmarks, key features, natural habitats and animals. Maps, timelines and fact sheets are also featured					
	Idaho: Past and Present – Paperback Book				978-1-4358-9507-2	
	Idaho: Past and Present – Enhanced eBook				978-1-4488-0942-4	
	Idaho: Past and Present – Enhanced eBook Classroom License				978-1-4042-3077-4	
	Idaho (State Studies in Bilingual Format) – 6-Pack	**John Stanley**	**2011**	**4**	**978-1-4042-9729-6**	**R**
	Notes: Recommended as a "Resource Only". Usable with grades 3-6. Correlates less than 10%. Key Features: This 24 page book includes facts about Idaho's history, geography, industries, famous people, population, flag and other state facts					
	Idaho (Sate Studies in Bilingual Format) – Paperback Book				978-1-4042-3077-4	

Social Studies
Grades K -5

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Sterling Ties Publications	**A Rendezvous With Idaho History (Student book)**	**Dorothy Dutton and Caryl Humphries**	**2007**	**4**	**0-9642420-0-1**	**Recommend w/ Reservations 49%**
	Note: Strength in state history. Lacks information on civics; state and local government; tribal government; and global perspectives. Key Features: Consistent 4th Grade Readability. Narrative Format. Numerous Photographs (color and historical black and white). Games which reinforce vocabulary and concepts from the book are also available.					
	A Rendezvous With Idaho History (Resource Guide)					
	Discovering Boise and the Treasure Valley (textbook)	**Dorothy Dutton and Caryl Humphries**	**2007**	**3**	**0-9642420-6-0**	**Recommend w/ Reservations 56%**
	Notes: Good resource for Boise/Treasuure Valley. Could be used to relate to other Idaho communities. Key Features:					
	Discovering Boise and the Treasure Valley (Resource Guide)					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Center for Civic Education	**We the People: The Citizen & the Constitution**	**Charles N. Quigley, et al**	**2007**	**7-9**	**978-0-89818-173-9**	**R 24%**
	Notes: Recommended as a "Resource Only". Teacher edition required. Key Features:					
	We the People: The Citizen & the Constitution – Teacher's Guide				978-0-89818-174-6	
Gareth Stevens Classroom	**America's Westward Expansion / Set of 5 Titles**	**Christie Steele**	**2005**	**5-8**	**978-0-8368-5792-4**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	Cattle Ranching in the American West				978-0-8368-5794-8	
	Famous Wagon Trails				978-0-8368-5795-5	
	Pioneer Life in the American West				978-0-8368-5797-9	
	Texas Joins the United States				978-0-8368-5798-6	
	The Louisiana Purchase				978-0-8368-5796-2	
	Wars That Changed American History / Set of 8 Titles	**Various**	**2007**	**5-8**	**978-0-8368-7297-2**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	America in World War I	Richard Worth			978-0-8368-7301-6	
	America in World War II	Michael Burgan			978-0-8368-7302-3	
	Conflicts in Iraq and Afghanistan	Robin Doak			978-0-8368-7305-4	
	The American Revolution	Deborah DeFord			978-0-8368-7298-9	
	The Civil War	Deborah DeFord			978-0-8368-7300-9	
	The Korean War	Robin Doak			978-0-8368-7303-0	
	The Mexican-American War	Matthew Kachur			978-0-8368-7299-6	
	The Vietnam War	Michael Burgan			978-0-8368-7304-7	
	World Almanac Library of the American Revolution / Set of 8 Titles	**Various**	**2007**	**5-8**	**978-0-8368-5933-1**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum.					
	America in World War I	Richard Worth			978-0-8368-7301-6	
	America in World War II	Michael Burgan			978-0-8368-7302-3	
	Conflicts in Iraq and Afghanistan	Robin Doak			978-0-8368-7305-4	
	The American Revolution	Deborah DeFord			978-0-8368-7298-9	
	The Civil War	Deborah DeFord			978-0-8368-7300-9	
	The Korean War	Robin Doak			978-0-8368-7303-0	
	The Mexican-American War	Matthew Kachur			978-0-8368-7299-6	
	The Vietnam War	Michael Burgan			978-0-8368-7304-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**World Almanac Library of the Civil War / Set of 7 Titles**	**Dale Anderson**	**2004**	**5-8**	**978-1-4339-0243-7**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	A Soldier's Life in the Civil War				978-0-8368-5595-1	
	The Aftermath of the Civil War				978-0-8368-5597-5	
	The Causes of the Civil War				978-0-8368-5590-6	
	The Civil War at Sea				978-0-8368-5594-4	
	The Civil War in the East (1861-July 1863)				978-0-8368-5591-3	
	The Civil War in the West (1861-July 1863)				978-0-8368-5592-0	
	The Union Victory (July 1863-1865)				978-0-8368-5593-7	
	My American Government / Set of 4 Titles	**William David Thomas**	**2008**	**4-6**	**978-0-8368-8864-5**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	How Do We Elect Our Leaders?				978-0-8368-8865-2	
	What Are Citizens' Basic Rights?				978-0-8368-8866-9	
	What Are the Parts of Government?				978-0-8368-8867-6	
	What Is a Constitution?				978-0-8368-8868-3	
	Mi gobierno de Estados Unidos (My American Government) / Set of 4 Titles	**William David Thomas**	**2008**	**4-6**	**978-0-8368-8874-4**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	¿Cómo elegimos a nuestros líderes? (How Do We Elect Our Leaders?)				978-0-8368-8875-1	
	¿Cuáles son las partes del gobierno? (What Are the Parts of Government?)				978-0-8368-8877-5	
	¿Cuáles son los derechos básicos de los ciudadanos? (What Are Citizens' Basic Rights?)				978-0-8368-8876-8	
	¿Qué es una constitución? (What Is a Constitution?)				978-0-8368-8878-2	
	Places in History / Set of 6 Titles	**Various Authors**	**2005**	**5-8**	**978-0-8368-5816-7**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	The Forbidden City	Susie Hodge			978-0-8368-5817-4	
	The Great Pyramid of Giza	Anne Millard			978-0-8368-5818-1	
	The Inca City of Cuzco	Nick Saunders			978-0-8368-5819-8	
	The Tower of London	Colin Hynson			978-0-8368-5820-4	
	The White House	Karen Price Hossell			978-0-8368-5821-1	
	Versailles	Anthony Mason			978-0-8368-5822-8	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**World Almanac Library of American Government / Set of 4 Titles**	**Geoffrey M Horn**	**2004**	**5-8**	**978-1-4339-0242-0**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	Political Parties, Interest Groups, and the Media				978-0-8368-5483-1	
	The Bill of Rights and Other Amendments				978-0-8368-5480-0	
	The Cabinet and Federal Agencies				978-0-8368-5481-7	
	The Constitution				978-0-8368-5482-4	
	Oceans and Seas / Classroom Collection	**Jen Green**	**2006**	**5-8**	**978-0-8368-6277-5**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	Arctic Ocean				**978-0-8368-6278-2**	
	Atlantic Ocean				**978-0-8368-6279-9**	
	Caribbean Sea and Gulf of Mexico				**978-0-8368-6280-5**	
	Indian Ocean				**978-0-8368-6281-2**	
	Mediterranean Sea				**978-0-8368-6282-9**	
	Pacific Ocean				**978-0-8368-6283-6**	
	Continents of the World / Set of 6 Titles	**Various**	**2006**	**5-8**	**978-0-8368-5916-4**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	Africa	Rob Bowden			978-0-8368-5917-1	
	Asia	Rob Bowden			978-0-8368-5918-8	
	Australia, Antarctica and the Pacific	Kate Darian-Smith			978-0-8368-5919-5	
	Europe	David Flint			978-0-8368-5920-1	
	North America	Garrett Nagle			978-0-8368-5921-8	
	South America	Simon Scoones			978-0-8368-5922-5	
	Systems of Government / Set of 4 Titles	**Various**	**2006**	**6-8**	**978-0-8368-5886-0**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	Communism	R.G Grant			978-0-8368-5887-7	
	Democracy	Alex Woolf			978-0-8368-5888-4	
	Dictatorship	Paul Dowswell			978-0-8368-5889-1	
	Monarchy	Nathaniel Harris			978-0-8368-5890-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Gareth Stevens Classroom	**Understanding Maps of Our World / Set of 8 Titles**	**Tim Cooke**	**2010**	**6-8**		**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum. Key Features:					
	Government Maps				978-1-4339-3516-9	
	Maps and Cities				978-1-4339-3519-0	
	Maps and Exploration				978-1-4339-3513-8	
	Maps and Mapping the World				978-1-4339-3501-5	
	Maps and Measurement				978-1-4339-3504-6	
	Maps and Navigation				978-1-4339-3510-7	
	Maps Today				978-1-4339-3522-0	
	Travel Maps				978-1-4339-3507-7	
	Atlas of Conflicts / Set of 4 Titles	**Various**	**2005**	**6-8**	**978-0-8368-5671-2**	**R**
	Notes: Recommended as a "Resource Only". Readers that can enhance the social studies curriculum.					
	The Arab-Israeli Conflict	Alex Woolf			978-0-8368-5672-9	
	The Korean War	Reg Grant			978-0-8368-5673-6	
	The Vietnam War	Reg Grant			978-0-8368-5674-3	
	World War I	Stewart Ross			978-0-8368-5675-0	
Scholastic Inc.	**EXPERT SPACE—Digital Curriculum & Tools for the 21st Century—Elementary School**	**David Rose**	**2010 v. 1.5**	**5-6**	**978-0-545-21362-2**	**R Highly Recommended See Notes**
	Notes: Recommeneded as a "Resource Only". Correlates 47% to World History and Civilization; 54% to Geography Western Hemisphere; 58% to Geography Eastern Hemisphere; and 88% to US History I. Key Features: Expert Space is a powerful web-based digital curriculum and toolkit that will transform the way students access and deepen content-area knowledge and expertise, plan and complete projects and assignments, and develop 21st century information literacy skills. Anytime, anywhere access ensures that students can find information, conduct research, build skills and complete assignments wherever there is an Internet connection. - Differentiates instruction for all students - Builds deep knowledge with leveled content materials - Interactive learning tools - 100% of the National Essential Skills in Science and Social Studies - Curriculum-aligned education resources correlated to Idaho standards - Supports English language learners and students with learning disabilities - Motivates and engages students Expert Space draws on the research of best practices of learning scaffolds and explicit instruction to provide content support, project support, and information literacy support. The Expert Space Research Foundation paper, available upon request, explains the supporting research literature and examples from the program for each of these three focus areas.					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
World History & Civilizations						
Holt McDougal	**Holt World History Student Edition (Survey Edition)**	**Burstein, Shek**	**2008**	**6**	**9780030936647**	**Recommend w/ Reservations 79%**
	Notes: Very little depth, teacher would need to supplement.					
	Holt World History, Interactive Online Edition (contract length subscription)				9780030939600	
	Teacher's Edition				9780030939655	
	Teacher One Stop DVD-ROM				9780030941238	
	Power Presentations with Video CD-ROM				9780030422577	
	Interactive Reader and Study Guide				9780030423147	
	Spanish/English Interactive Reader and Study Guide				9780030941221	
	Document-Based Activities for World History				9780030435096	
	Holt Student World Atlas				9780030797743	
	Thinking About Content Reading Workbook				9780554023939	
	Document-Based Activities for World History Answer Key				9780030435126	
	Chapter Resource Files package				9780030422478	
	Pre-AP Activities Guide for World History with Answer Key				9780030781285	
	Democracy and Civic Education Resources Package				9780030419348	
	U.S. Supreme Court Case Studies				9780030419249	
	Differentiated Instruction Teacher Management System				9780030422485	
	Progress Assessment Support System				9780030422492	
	Reading Like a Historian World History Toolkit				9780030938252	
	Daily Bellringer Transparencies				9780030422621	
	Map Transparencies				9780030422638	
	Quick Facts Transparencies				9780030422645	
	Graphic Organizer Transparencies with Support for Reading and Writing				9780030797774	
	Reading Social Studies				9780030797767	
	Holt Student World Atlas Activities with Answer Key				9780030934209	
	Experiencing World History and Geography				9780030992407	
	English-Language Learner Strategies and Activities				9780030992520	
	Alternative Assessment Handbook				9780030665332	
	World Outline Maps: Transparencies and Activities with Answer Key				9780030780622	
	Constitution Study Guide				9780030419225	
	History's Impact Video Program DVD				9780030422225	
	World History Library of Primary Sources CD-ROM				9780547232058	
	Interactive Skills Tutor CD-ROM				9780030419331	
	Student One Stop CD-ROM (set of 25)				9780030941214	
	Transparencies CD-ROM				9780030423192	
	Chapter Resources CD-ROM				9780030423185	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM				9780030422546	
	Quiz Game CD-ROM				9780030423178	
	Student Edition Audio CD Program (English)				9780030422676	
	The World's Music Audio Program				9780547232089	
	Spanish Chapter Summaries Audio CD Program				9780030422591	
	Primary Source Activity Kit				9780554024615	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal World History: Patterns of Interaction, Student Edition**	**Beck, Black, Krieger, Naylor, Shabaka**	**2009**	**9-12**	**9780547034751**	**Highly Recommended 93%**
	Notes: High readability. Key Features:					
	Holt McDougal World History: Patterns of Interaction, eEdition Online (contract length subscription)		2009	9-12	9780547064451	
	ExamView Assessment Suite CD-ROM		2009	9-12	9780547000664	
	Teacher's Edition		2009	9-12	9780547034782	
	EasyPlanner DVD-ROM		2009	9-12	9780547064390	
	Power Presentations DVD-ROM		2009	9-12	9780547064406	
	Nextext Historical Reader: The Holocaust		2000	9-12	9780618003631	
	Nextext Historical Reader: The Vietnam War		2000	9-12	9780618003693	
	Nextext Stories in History: Ancient Greece, 2000-300 B.C.		2002	9-12	9780618142118	
	Nextext Stories in History: Ancient Rome		2002	9-12	9780618142125	
	Nextext Stories in History: The Ancient World		2002	9-12	9780618142132	
	Nextext Stories in History: The Middle Ages, 350-1450		2002	9-12	9780618142217	
	Nextext Stories in History: Reformation and Enlightenment, 1500-1800		2002	9-12	9780618142231	
	Nextext Stories in History: Renaissance		2002	9-12	9780618142248	
	Nextext Stories in History: The Ancient World Teacher’s Resource Manual		2002	9-12	9780618154067	
	Nextext Stories in History: Ancient Greece Teacher's Resource Manual		2002	9-12	9780618154074	
	Nextext Stories in History: Ancient Rome Teacher’s Resource Manual		2002	9-12	9780618154081	
	Nextext Stories in History: The Middle Ages Teacher's Resource Manual		2002	9-12	9780618154098	
	Nextext Stories in History: Renaissance Teacher’s Resource Manual		2002	9-12	9780618154104	
	Nextext Stories in History: Reformation and Enlightenment Teacher’s Resource Manual		2002	9-12	9780618154111	
	Nextext Stories in History: World War Boom and Bust		2003	9-12	9780618222025	
	Nextext Stories in History: The Ancient Americas		2003	9-12	9780618222100	
	Nextext Historical Reader: The Challenge of Terrorism		2003	9-12	9780618236169	
	Nextext.com Guide to Internet Resources		2003	9-12	9780618239788	
	Nextext Stories in History: The Ancient Americas Teacher’s Resource Manual		2002	9-12	9780618255252	
	Nextext Stories in History: World War Boom and Bust Teacher’s Resource Manual		2003	9-12	9780618255320	
	Strategies for Test Preparation Teacher Edition		2002	9-12	9780618218080	
	Strategies for Test Preparation Student Edition		2003	9-12	9780618202843	
	Critical Thinking Transparencies		2005	9-12	9780618409228	
	Geography Transparencies		2005	9-12	9780618409297	
	Reading Study Guide Answer Key		2005	9-12	9780618409327	
	Reading Study Guide (English)		2005	9-12	9780618409334	
	Reading Study Guide (Spanish)		2005	9-12	9780618409341	
	Test Practice Transparencies		2005	9-12	9780618409365	
	World History: Patterns of Interaction Workbook		2005	9-12	9780618409389	
	Workbook Answer Key		2005	9-12	9780618409396	
	World Art & Cultures Transparencies		2005	9-12	9780618409402	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal World History: Patterns of Interaction,** (Continued)		**2009**	**9-12**		
	In-Depth Resources in Spanish		2005	9-12	9780618409983	
	Resource Manager		2005	9-12	9780618422975	
	Reading Study Guide Audio CDs English		2005	9-12	9780618427253	
	Reading Study Guide Audio CDs Spanish		2005	9-12	9780618427260	
	Voices from the Past Audio CDs		2005	9-12	9780618431656	
	Reading Toolkit for Social Studies: World History		2005	9-12	9780618437429	
	Patterns of Interaction Video Teacher's Resource Book		2005	9-12	9780618437832	
	Document-Based Questions: Strategies and Practice		2005	9-12	9780618451760	
	Modified Lesson Plans for English Learners		2005	9-12	9780618454921	
	Multi-Language Glossary		2005	9-12	9780618454952	
	Writing For Social Studies		1998	9-12	9780395869093	
	eEdition DVD-ROM		2009	9-12	9780547064413	
	World History Library of Primary Sources CD-ROM		2009	9-12	9780547232058	
	The World's Music Audio Program		2009	9-12	9780547232089	
	Readings in World History		2000	9-12	9780030533587	
	Content-Area Reader: The Ancient World Teacher's Guide		2003	9-12	9780030665431	
	Reading Like a Historian World History Toolkit		2008	9-12	9780030938252	
	Experiencing World History and Geography		2008	9-12	9780030992407	
	Thinking About Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	Patterns of Interaction Video Series DVD		2005	9-12	9780618663460	
	Holt World History: Human Legacy, Student Edition	**Susan Ramirez, Peter Stearns, Sam Wineburg**	**2008**	**9-12**	**9780030791116**	**100%**
	Notes: Key Features:					
	Holt World History: Human Legacy, Interactive Online Edition (contract length subscription)		2008	9-12	9780030937750	
	Teacher's Edition		2008	9-12	9780030937804	
	Power Presentations with Video CD-ROM		2008	9-12	9780030938306	
	Teacher One Stop CD-ROM		2008	9-12	9780030938313	
	Nextext Historical Reader: The Holocaust		2000	9-12	9780618003631	
	Nextext Historical Reader: The Vietnam War		2000	9-12	9780618003693	
	Nextext Stories in History: Ancient Greece, 2000-300 B.C.		2002	9-12	9780618142118	
	Nextext Stories in History: Ancient Rome		2002	9-12	9780618142125	
	Nextext Stories in History: The Ancient World		2002	9-12	9780618142132	
	Nextext Stories in History: The Middle Ages, 350-1450		2002	9-12	9780618142217	
	Nextext Stories in History: Reformation and Enlightenment, 1500-1800		2002	9-12	9780618142231	
	Nextext Stories in History: Renaissance		2002	9-12	9780618142248	
	Nextext Stories in History: The Ancient World Teacher’s Resource Manual		2002	9-12	9780618154067	

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Holt McDougal	**Holt World History: Human Legacy** (Continued)		**2008**	**9-12**		
	Nextext Stories in History: Ancient Greece Teacher's Resource Manual		2002	9-12	9780618154074	
	Nextext Stories in History: Ancient Rome Teacher's Resource Manual		2002	9-12	9780618154081	
	Nextext Stories in History: The Middle Ages Teacher's Resource Manual		2002	9-12	9780618154098	
	Nextext Stories in History: Renaissance Teacher's Resource Manual		2002	9-12	9780618154104	
	Nextext Stories in History: Reformation and Enlightenment Teacher's Resource Manual		2002	9-12	9780618154111	
	Nextext Stories in History: World War Boom and Bust		2003	9-12	9780618222025	
	Nextext Stories in History: The Ancient Americas		2003	9-12	9780618222100	
	Nextext Historical Reader: The Challenge of Terrorism		2003	9-12	9780618236169	
	Nextext.com Guide to Internet Resources		2003	9-12	9780618239788	
	Nextext Stories in History: The Ancient Americas Teacher's Resource Manual		2002	9-12	9780618255252	
	Nextext Stories in History: World War Boom and Bust Teacher's Resource Manual		2003	9-12	9780618255320	
	Reading Social Studies		2007	9-12	9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	English-Language Learner Strategies and Activities		2008	9-12	9780030992520	
	World History Library of Primary Sources CD-ROM		2009	9-12	9780547232058	
	The World's Music Audio Program		2009	9-12	9780547232089	
	Interactive Skills Tutor CD-ROM		2007	9-12	9780030419331	
	Readings in World History		2000	9-12	9780030533587	
	Alternative Assessment Handbook		2003	9-12	9780030665332	
	Content-Area Reader: The Ancient World Teacher's Guide		2003	9-12	9780030665431	
	Holt Student World Atlas		2007	9-12	9780030797743	
	Holt Student World Atlas Activities with Answer Key		2008	9-12	9780030934209	
	Differentiated Instruction Teacher Management System		2008	9-12	9780030937811	
	Progress Assessment Support System with Answer Key		2008	9-12	9780030937828	
	Interactive Reader and Study Guide		2008	9-12	9780030937835	
	Spanish/English Interactive Reader and Study Guide		2008	9-12	9780030937842	
	Chapter Resource Files with Answer Key		2008	9-12	9780030937859	
	Test Preparation Workbook		2008	9-12	9780030938191	
	A World History Teacher's Guide to Analyzing Movies		2008	9-12	9780030938207	
	Document-Based Activities for World History with Pre-AP Strategies		2008	9-12	9780030938221	
	Document-Based Activities for World History with Pre-AP Strategies Answer Key		2008	9-12	9780030938238	
	Reading Like a Historian World History Toolkit		2008	9-12	9780030938252	
	Map Transparencies		2008	9-12	9780030938269	
	Daily Test Practice Transparencies		2008	9-12	9780030938276	
	Quick Facts Transparencies for Review		2008	9-12	9780030938283	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM		2008	9-12	9780030938290	
	Quiz Game CD-ROM		2008	9-12	9780030938320	
	Student Edition Audio CD Program (English)		2008	9-12	9780030938337	
	Spanish Chapter Summaries Audio CD Program		2008	9-12	9780030938344	
	Listening to History Audio CD Program		2008	9-12	9780030938351	
	Chapter Resources CD-ROM		2008	9-12	9780030938368	
	Transparencies CD-ROM		2008	9-12	9780030938375	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt World History: Human Legacy** (Continued)		**2008**	**9-12**		
	History's Impact: World History Video Program DVD		2008	9-12	9780030938399	
	Student One Stop CD-ROM (set of 25)		2008	9-12	9780030938771	
	Experiencing World History and Geography		2008	9-12	9780030992407	
	Thinking About Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	The Earth and Its Peoples: A Global History, Student Edition [High School AP Version]	**Bulliet, Crossley, Headrick, Hirsch, Johnson, Northrup**	**2011**	**7-12**	**9781439086087**	**100%**
	Notes: Key Features:					
	Teacher's Resource Guide for the AP Program				9780495913894	
	PowerLecture CD-ROM with ExamView				9781439084892	
	Fast Track to a 5 AP test-prep workbook				9780495912255	
	Discovering the Global Past reader, Vol. 1: To 1650				9780618526376	
	Discovering the Global Past reader, Vol. 2: Since 1400				9780618526383	
	Voyages in World History, Student Edition [AP Edition]	**Valerie Hansen, Kenneth Curtis**	**2010**	**9-12**	**9780495900535**	**85%**
	Notes: Key Features:					
	Map Exercises Workbook, Vol. I		2001	9-12	9780534571795	
	Map Exercises Workbook, Vol. II		2001	9-12	9780534571801	
	CL Testing CD-ROM		2010	9-12	9780618077328	
McGraw-Hill Inc. (School Education Group – Glencoe)	**Journey Across Time**	**Jackson Spielvogel,Ph.; National Geographic Society**	**2008**	**6-8**	**9780078750502**	**Highly Recommended 92%**
	Key Features:					
	StudentWorks Plus CD-ROM™				9780078904158	
	StudentWorks Plus DVD				9780078781582	
	TeacherWorks Plus CD-ROM™				9780078904165	
	TeacherWorks Plus DVD				9780078781599	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078750519	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078750526	

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McGraw-Hill Inc. (School Education Group – Glencoe)	**Journey Across Time: The Early Ages**	**Jackson Spielvogel,Ph.; National Geographic Society**	**2008**	**6-8**	**9780078750472**	**72%**
	Notes: Literature component for cultural awareness. Stops at the middle ages. Key Features:					
	StudentWorks Plus CD-ROM™				9780078904189	
	StudentWorks Plus DVD				9780078781506	
	TeacherWorks Plus CD-ROM™				9780078904196	
	TeacherWorks Plus DVD				9780078781513	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078750489	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078750496	
McGraw-Hill Inc. (School Education Group–Macmillan)	**TimeLinks: The World Complete Student Edition Set Volume 1&2**	**Parker, Schell,. Banks, Zike, Greenow, Colleary,**	**2009**	**6**	**9780021525249**	**Recommended w/ Reservations 53%**
	Notes: Key Features:					
	Teacher Edition (Free 1:25 Student Editions Purchased)			6	9780021514915	
	Teacher's Resource Package (Free 1:25 Student Editions Purchased)			6	9780021524297	
	Atlas book			4-6	9780021517831	
	StudentWorks™ Plus CD-ROM (Free 5:25 Student Editions Purchased)			6	9780021532568	
	StudentWorks™ Plus DVD			6	9780021524365	
	TeacherWorks™ Plus CD-ROM (Free 1:25 Student Editions Purchased)			6	9780021532735	
	ExamView® Assessment Suite CD-ROM (Free 1:25 Student Editions Purchased)			1-6	9780021531745	
	Classroom Presentation Tool Kit CD-ROM (Free 1:25 Student Editions Purchased)			6	9780021524693	
	Audio CD (Free 1:25 Student Editions Purchased)			6	9780021525119	
	BookLink CD (Free 1:25 Student Editions Purchased)			K-6	9780021525195	
McGraw-Hill Inc. (School Education Group – Glencoe)	**Glencoe World History**	**Spielvogel and National Geographic**	**2010**	**9-12**	**9780078799815**	**Highly Recommended 100%**
	Notes: Not appropriate for middle school, great text for high school. Key Features:					
	StudentWorks Plus CD-ROM™				9780078914096	
	StudentWorks Plus DVD				9780078921056	
	TeacherWorks Plus CD-ROM™				9780078914102	
	TeacherWorks Plus DVD				9780078921063	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078889660	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078891243	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**Glencoe World History: Modern Times**	**Spielvogel and National Geographic**	**2010**	**9-12**	**9780078910036**	**100%**
	Notes: Key Features:					
	StudentWorks Plus CD-ROM™				9780078914140	
	StudentWorks Plus DVD				9780078921070	
	TeacherWorks Plus CD-ROM™				9780078914157	
	TeacherWorks Plus DVD				9780078921087	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078910050	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078910067	
Pearson Prentice Hall	**World History, Survey Edition Student Edition**	**Ellis**	**2011**	**9-12**	**9780133720488**	**Highly Recommended 92%**
	Notes: Teacher edition essential. Organized by major events not regions, good use of note taking skills. Key Features:					
	Interactive Textbook 6-year online student license*				9780133707502	
	Survey Study Guide with Journal				9780133724240	
	Adapted Survey Study Guide with Journal				9780133724264	
	Teacher's Edition				9780133723960	
	Student Express DVD-ROM				9780133707465	
	Teacher Online Access Pack				9780133707571	
	All-in-One Teaching Resources, Survey				9780133724202	
	ExamView Test Bank				9780133707526	
	AYP Monitoring Assessments, Survey				9780131299795	
	Document-Based Assessment				9780133724301	
	Experience It! Multimedia Pack				9780133723922	
	TeacherExpress CD-ROM, Survey				9780133707557	
	PresentationExpress Premium DVD-ROM				9780133685046	
Pearson Scott Foresman	**Scott Foresman Social Studies Student Edition - *The World***	**Kracht, et al**	**2008**	**6**	**9780328239788**	**90%**
	Notes: Key Features:					
	Teacher's Edition Package with Pouch Cards - *The World* *		2008	6	9780328259373	
	Teacher Resource Package - *The World (includes indented items)**		2005	6	9780328110735	
	Workbook -*The World*		2005	6	9780328081813	
	Workbook Answer Key - *The World*		2005	6	9780328081905	
	Assessment Book Blackline Masters - *The World*		2003	6	9780328030965	
	Every Student Learns, Teacher's Guide- *The World*		2003	6	9780328036141	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Scott Foresman	**Scott Foresman Social Studies - *The World*** *(Continued)*		**2008**	**6**		
	Social Studies Plus!: A Hands-On Approach - *The World*		2003	6	9780328035977	
	Quick Study - *The World*		2003	6	9780328090082	
	Outline Maps Blackline Masters		2003	6	9780328040940	
	Test Talk Practice Book - *The World*		2005	6	9780328041121	
	Test Talk Answer Key - *The World*		2003	K-6	9780328048700	
	Test Talk Transparencies - *The World*		2003	6	9780328048793	
	Transparencies - *The World*		2003	6	9780328037599	
	Daily Activity Bank - *The World*		2003	6	9780328039272	
	Vocabulary Workbook - *The World*		2003	6	9780328090716	
	Vocabulary Workbook Answer Key - *The World*		2003	6	9780328098132	
	Teacher Resources Online Access Pack (1 Online Teacher's Edition and class set of Online Student Editions)		2008	6	9780328243204	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Geography Eastern Hemisphere						
Holt McDougal	**Holt McDougal Eastern World Student Edition**	**Dr. Christopher L. Salter**	**2009**	**6-8**	**9780030995040**	**Highly Recommended 96%**
	Notes: Wide variety of maps, charts and graphs. Key Features:					
	Holt McDougal Eastern World, Interactive Online Edition (contract length subscription)				9780030998676	
	Power Presentations with Video CD-ROM		2007		9780030787164	
	Teacher's Edition		2009		9780030997150	
	Teacher One Stop DVD-ROM		2009		9780554006000	
	Reading Social Studies		2007		9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007		9780030797774	
	English-Language Learner Strategies and Activities		2008		9780030992520	
	The World's Music Audio Program		2009		9780547232089	
	Interactive Skills Tutor CD-ROM		2007		9780030419331	
	Document-Based Activities for World History Answer Key		2006		9780030435126	
	Alternative Assessment Handbook		2003		9780030665332	
	World History and Geography Document-Based Questions Activities		2003		9780030666889	
	Geography, Science, and Culture Activities with Answer Key		2007		9780030780233	
	World Outline Maps: Transparencies and Activities with Answer Key		2007		9780030780622	
	Differentiated Instruction Teacher Management System		2007		9780030786815	
	Progress Assessment Support System		2007		9780030786822	
	Interactive Reader and Study Guide		2007		9780030786839	
	Resource Files with Answer Key		2007		9780030786846	
	Transparencies		2007		9780030786860	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM		2007		9780030786877	
	Quiz Game CD-ROM		2007		9780030786891	
	Transparencies CD-ROM		2007		9780030786921	
	Resource Files CD-ROM		2007		9780030786938	
	Eastern World DVD		2007		9780030786969	
	Student Edition Audio CD Program (English)		2007		9780030786976	
	Spanish Chapter Summaries Audio CD Program		2007		9780030786983	
	Holt Student World Atlas		2007		9780030797743	
	Holt Student World Atlas Activities with Answer Key		2008		9780030934209	
	Experiencing World History and Geography		2008		9780030992407	
	Student One Stop CD-ROM (set of 25)		2009		9780030998690	
	Thinking About Content Reading Workbook		2009		9780554023939	
	Primary Source Activity Kit		2009		9780554024615	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal World Geography, Student Edition**	**Daniel D. Arreola, Marci Smith Deal, James F. Petersen, Rickie Sanders**	**2009**	**9-12**	**9780547034744**	**Eastern Hemisphere = 90%**
	Notes: Great text for Eastern Hemisphere. Recommended with Reservations for western Hemisphere, with 78% correlates. Good charts, graphs, basic information and coverage of current issues Key Features:					
	Holt McDougal World Geography, eEdition Online (contract length subscription)				9780547064307	
	ExamView Assessment Suite CD-ROM		2009		9780547010809	
	Teacher's Edition		2009		9780547034713	
	EasyPlanner DVD-ROM		2009		9780547064482	
	Power Presentations DVD-ROM		2009		9780547147123	
	Strategies for Test Preparation Teacher Edition		2002		9780618218080	
	Strategies for Test Preparation Student Edition		2003		9780618202843	
	Teacher Resource Package		2003		9780618162666	
	Workbook Answer Key		2003		9780618194957	
	Reading Study Guide Answer Key		2003		9780618194964	
	World Geography Workbook		2003		9780618194971	
	Classroom Atlas		2003		9780618377794	
	Reading Study Guide Audio CDs English		2005		9780618427222	
	Reading Study Guide Audio CDs Spanish		2005		9780618427246	
	Modified Lesson Plans for English Learners		2005		9780618454914	
	Multi-Language Glossary		2005		9780618454945	
	Cultures around the World Transparencies		2003		9780618154807	
	Reading Study Guide (English)		2003		9780618154838	
	Reading Study Guide (Spanish)		2003		9780618154845	
	Access for Students Acquiring English Spanish Translations		2003		9780618154869	
	The Voyageur Experience in World Geography Teacher's Resource Book		2003		9780618154944	
	World Geography Posters		2003		9780618154999	
	Map Transparencies		2003		9780618155002	
	Critical Thinking Transparencies		2003		9780618155019	
	Test Practice Transparencies		2003		9780618155026	
	The Voyageur Experience in World Geography Video Series DVD		2005		9780618663484	
	Reading Toolkit for Social Studies: World Geography		2005		9780618477050	
	Writing for Social Studies		1998		9780395869093	
	eEdition DVD-ROM		2009		9780547064550	
	World History Library of Primary Sources CD-ROM		2009		9780547232058	
	The World's Music Audio Program		2009		9780547232089	
	Reading Like a Historian World History Toolkit		2008		9780030938252	
	Experiencing World History and Geography		2008		9780030992407	
	Thinking About Content Reading Workbook		2009		9780554023939	
	Primary Source Activity Kit		2009		9780554024615	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**Exploring Our World, Eastern Hemisphere**	**Nat'l Geographic, Armstrong,.Boehm, Hunkins, Reinhartz Ph.D., Lobrecht**	**2010**	**6-8**	**9780078912528**	**Highly Recommended 94%**
	Notes: Great maps and graphics, not appropriate for grade 9. Key Features:					
	StudentWorks Plus CD-ROM™				9780078923876	
	TeacherWorks Plus CD-ROM™				9780078923906	
	TeacherWorks Plus DVD				9780078923913	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078912535	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078923852	
Pearson Prentics Hall	**myWorld Geography Eastern Hemisphere Print SE with myWorldGeography.com Premium 6-year Student License**	**Chu**	**2011**	**6-9**	**9780132519625**	**87%**
	Notes: Less challenging for grades 7-9. Content and graphics more appropriate for grade 6l Key Features:					
	Online Student Edition with myWorldGeography.com Premium 6-year Student License*				9780132519724	
	Eastern Hemisphere Student Edition on CD-ROM*				9780133735765	
	Eastern Hemisphere Student Journal				9780133638035	
	Eastern Hemisphere ProGuide				9780132516907	
	myWorld Geography Eastern Hemisphere & myWorld Geography Western Hemisphere SHARED RESOURCES					
	myStory DVD				9780133735673	
	ExamView Computer Test Bank on CD-ROM				9780133736823	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Geography Western Hemisphere						
Holt McDougal	**Holt McDougal Western World, Student Edition**	**Dr. Christopher L. Salter**	**2009**	**6-8**	**9780030995057**	**92%**
	Notes: Vary little mapping, will need supplemented. No mention of GIS or GPS. Focus on reading and writing sections are a nice tie to other subjects. Whole section on early history of America. Key Features:					
	Holt McDougal Western World, Interactive Online Edition (contract length subscription)				9780030998768	
	Power Presentations with Video CD-ROM		2007		9780030787164	
	Teacher's Edition		2009		9780030997167	
	Teacher One Stop DVD-ROM		2009		9780554005607	
	Reading Social Studies		2007		9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007		9780030797774	
	English-Language Learner Strategies and Activities		2008		9780030992520	
	The World's Music Audio Program		2009		9780547232089	
	Interactive Skills Tutor CD-ROM		2007		9780030419331	
	Document-Based Activities for World History Answer Key		2006		9780030435126	
	Alternative Assessment Handbook		2003		9780030665332	
	World History and Geography Document-Based Questions Activities		2003		9780030666889	
	Geography, Science, and Culture Activities with Answer Key		2007		9780030780233	
	World Outline Maps: Transparencies and Activities with Answer Key		2007		9780030780622	
	Differentiated Instruction Teacher Management System		2007		9780030787089	
	Progress Assessment Support System		2007		9780030787096	
	Interactive Reader and Study Guide		2007		9780030787119	
	Transparencies CD-ROM		2007		9780030787133	
	Quiz Game CD-ROM		2007		9780030787171	
	Western World DVD		2007		9780030787218	
	Student Edition Audio CD Program (English)		2007		9780030787225	
	Spanish Chapter Summaries Audio CD Program		2007		9780030787232	
	Resource Files CD-ROM		2007		9780030787263	
	Holt Student World Atlas		2007		9780030797743	
	Holt Student World Atlas Activities with Answer Key		2008		9780030934209	
	Experiencing World History and Geography		2008		9780030992407	
	Student One Stop CD-ROM (set of 25)		2009		9780030998850	
	Thinking About Content Reading Workbook		2009		9780554023939	
	Primary Source Activity Kit		2009		9780554024615	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM		2007		9780030787140	
	Resource Files with Answer Key		2007		9780030787126	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
	Holt McDougal World Geography, Student Edition	**Daniel D. Arreola, Marci Smith Deal, James F. Petersen, Rickie Sanders**	**2009**	**9-12**	**9780547034744**	**Recommend w/ Reservations Western Hemisphere = 78%**
	Notes: Recommended for Eastern Hemisphere, with 90% correlation. No South America, lacking historical data. Scarcity and ethrocentrism are not discussed. Key Features:					
	Holt McDougal World Geography, eEdition Online (contract length subscription)				9780547064307	
	ExamView Assessment Suite CD-ROM		2009		9780547010809	
	Teacher's Edition		2009		9780547034713	
	EasyPlanner DVD-ROM		2009		9780547064482	
	Power Presentations DVD-ROM		2009		9780547147123	
	Strategies for Test Preparation Teacher Edition		2002		9780618218080	
	Strategies for Test Preparation Student Edition		2003		9780618202843	
	Teacher Resource Package		2003		9780618162666	
	Workbook Answer Key		2003		9780618194957	
	Reading Study Guide Answer Key		2003		9780618194964	
	World Geography Workbook		2003		9780618194971	
	Classroom Atlas		2003		9780618377794	
	Reading Study Guide Audio CDs English		2005		9780618427222	
	Reading Study Guide Audio CDs Spanish		2005		9780618427246	
	Modified Lesson Plans for English Learners		2005		9780618454914	
	Multi-Language Glossary		2005		9780618454945	
	Cultures around the World Transparencies		2003		9780618154807	
	Reading Study Guide (English)		2003		9780618154838	
	Reading Study Guide (Spanish)		2003		9780618154845	
	Access for Students Acquiring English Spanish Translations		2003		9780618154869	
	The Voyageur Experience in World Geography Teacher's Resource Book		2003		9780618154944	
	World Geography Posters		2003		9780618154999	
	Map Transparencies		2003		9780618155002	
	Critical Thinking Transparencies		2003		9780618155019	
	Test Practice Transparencies		2003		9780618155026	
	The Voyageur Experience in World Geography Video Series DVD		2005		9780618663484	
	Reading Toolkit for Social Studies: World Geography		2005		9780618477050	
	Writing for Social Studies		1998		9780395869093	
	eEdition DVD-ROM		2009		9780547064550	
	World History Library of Primary Sources CD-ROM		2009		9780547232058	
	The World's Music Audio Program		2009		9780547232089	
	Reading Like a Historian World History Toolkit		2008		9780030938252	
	Experiencing World History and Geography		2008		9780030992407	
	Thinking About Content Reading Workbook		2009		9780554023939	
	Primary Source Activity Kit		2009		9780554024615	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**Exploring Our World: Western Hemisphere, Europe, and Russia**	**Nat'l Geographic, Armstrong,.Boehm, Hunkins, Reinhartz Ph.D., Lobrecht**	**2010**	**6-8**	**9780078912504**	**88%**
	Notes: Great pictures, specialized maps of each section, and provides good overview. Not appropriate for grade 9. Key Features:					
	StudentWorks Plus CD-ROM™				9780078923975	
	TeacherWorks Plus CD-ROM™				9780078924002	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078912511	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078923951	
Pearson Prentice Hall	**myWorld Geography Western Hemisphere Print SE with myWorldGeography.com Premium 6-year Student License**	**Chu**	**2011**	**6-9**	**9780132519649**	**Highly Recommended 96%**
	Notes: Less challenging for grades 7-9. Key Features:					
	Online Student Edition with myWorldGeography.com Premium 6-year Student License*				9780132519779	
	Western Hemisphere Student Edition on CD-ROM*				9780133735789	
	Western Hemisphere Student Journal				9780133638066	
	Western Hemisphere ProGuide				9780132516921	
	Western Hemisphere Assessment Booklet				9780133638028	
	myWorld Geography Eastern Hemisphere & myWorld Geography Western Hemisphere SHARED RESOURCES					
	myStory DVD				9780133735673	
	ExamView Computer Test Bank on CD-ROM				9780133736823	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
US History I						
Holt McDougal	**Holt McDougal United States History: Beginnings to 1877, Student Edition**	**William Deverell, Deborah Gray White**	**2009**	**6-8**	**9780030995477**	**Highly Recommended 93%**
	Notes: Key Features:					
	Holt McDougal United States History: Beginnings to 1877, Interactive Online Edition (contract length subscription)				9780554003016	
	Teacher's Edition				9780030995521	
	Teacher One Stop DVD-ROM				9780554003412	
	Power Presentations with Video CD-ROM				9780030429132	
	Interactive Reader and Study Guide				9780030426438	
	Spanish/English Interactive Reader and Study Guide				9780030962387	
	Document-Based Activities for U.S. History				9780030412370	
	Holt Student World Atlas				9780030797743	
	Thinking About Content Reading Workbook				9780554023939	
	Document-Based Activities for U.S. History Answer Key				9780030412387	
	Chapter Resource Files package				9780030413421	
	Political Cartoons Activities with Answer Key				9780030419270	
	Pre-AP Activities with Answer Key				9780030419287	
	Democracy and Civic Education Resources Package				9780030419232	
	Differentiated Instruction Teacher Management System				9780030428890	
	Progress Assessment Support System				9780030428944	
	Reading Like a Historian Toolkit for American History				9780030930744	
	Daily Bellringer Transparencies				9780030428982	
	Map Transparencies				9780030435843	
	Quick Facts Transparencies				9780030428999	
	Graphic Organizer Transparencies with Support for Reading and Writing				9780030797774	
	Reading Social Studies				9780030797767	
	Holt Student World Atlas Activities with Answer Key				9780030934209	
	Experiencing American History				9780030993190	
	English-Language Learner Strategies and Activities				9780030992520	
	Alternative Assessment Handbook				9780030665332	
	Constitution Study Guide				9780030419225	
	History's Impact Video Program DVD				9780030418778	
	United States History Library of Primary Sources CD-ROM				9780547232041	
	Interactive Skills Tutor CD-ROM				9780030419331	
	Student One Stop CD-ROM (set of 25)				9780554002927	
	Transparencies CD-ROM				9780030429170	
	Chapter Resources CD-ROM				9780030429149	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM				9780030429125	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal United States History: Beginnings to 1877,** (Continued)		**2009**	**6-8**		
	Quiz Game CD-ROM				9780030430596	
	Student Edition Audio CD Program (English)				9780030429187	
	American Music Audio Program				9780547232065	
	Spanish Chapter Summaries Audio CD Program				9780030429194	
	Primary Source Activity Kit				9780554024615	
	Holt McDougal, The Americans, Student Edition	**Danzer, Klor de Alva, Krieger, Wilson, Woloch**	**2009**	**9-12**	**9780618916290**	**Highly Recommended 97%**
	Notes: High Readability. Key Features:					
	Holt McDougal, The Americans, eEdition Online (contract length subscription)		2009	9-12	9780547064468	
	Teacher's Edition		2009	9-12	9780618943777	
	ExamView Assessment Suite CD-ROM		2009	9-12	9780547009049	
	EasyPlanner DVD-ROM		2009	9-12	9780547064536	
	Power Presentations DVD-ROM		2009	9-12	9780547064567	
	Nextext Historical Readers: Founding a Nation		2000	9-12	9780618003662	
	Nextext Historical Readers: The Civil War		2000	9-12	9780618003686	
	Nextext Historical Readers: Civil Rights		2000	9-12	9780618003709	
	Nextext Historical Readers: The Immigrants		2001	9-12	9780618048182	
	Nextext Historical Readers: Native American Perspectives		2001	9-12	9780618048205	
	Nextext Historical Readers: The Presidency		2001	9-12	9780618048212	
	Nextext.com Guide to Internet Resources		2003	9-12	9780618239788	
	Strategies for Test Preparation Teacher Edition		2002	9-12	9780618218080	
	Strategies for Test Preparation Student Edition		2003	9-12	9780618202843	
	Document-Based Questions Strategies and Practice: High School		2003	9-12	9780618377152	
	Reading Study Guide Audio CDs (English)		2005	9-12	9780618424238	
	Reading Study Guide Audio CDs (Spanish)		2005	9-12	9780618424245	
	Modified Lesson Plans for English Learners		2005	9-12	9780618454648	
	Multi-Language Glossary		2005	9-12	9780618454655	
	Presidential Elections Handbook		2005	9-12	9780618536306	
	American Stories Series (DVD)		2005	9-12	9780618663507	
	Reading Toolkit for Social Studies: The Americans		2005	9-12	9780618476916	
	Teacher Resource Package		2003	9-12	9780618162604	
	Reading Study Guide (English)		2003	9-12	9780618175628	
	Reading Study Guide (Spanish)		2003	9-12	9780618175666	
	Reading Study Guide Answer Key		2003	9-12	9780618175680	
	The Americans Workbook		2003	9-12	9780618175710	
	Test Practice Transparencies		2003	9-12	9780618175741	
	Workbook Answer Key		2003	9-12	9780618186303	
	Critical Thinking Transparencies		2003	9-12	9780618187546	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal, The Americans** (Continued)		**2009**	**9-12**		
	Geography Transparencies		2003	9-12	9780618187553	
	Humanities Transparencies		2003	9-12	9780618187577	
	Historic Supreme Court Cases		2003	9-12	9780618187645	
	Writing for Social Studies		1998	9-12	9780395869093	
	eEdition DVD-ROM		2009	9-12	9780547064505	
	United States History Library of Primary Sources CD-ROM		2009	9-12	9780547232041	
	American Music Audio Program		2009	9-12	9780547232065	
	Reading Like a Historian Toolkit for American History		2007	9-12	9780030930744	
	Experiencing American History		2007	9-12	9780030993190	
	Thinking about Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	Hispanic-American Biographies		2007	9-12	9780618803446	
	Native American Biographies		2007	9-12	9780618803453	
	African American Biographies		2006	9-12	9780618832576	
	Holt McDougal American Anthem, Student Edition	**Ayers, de la Teja, Gray White, Schulzinger, Wineburg**	**2009**	**9-12**	**9780030994555**	**100%**
	Key Features:					
	Holt McDougal American Anthem, Interactive Online Edition (contract length subscription)		2009	9-12	9780030994968	
	Power Presentations with Video CD-ROM		2007	9-12	9780030373848	
	Teacher's Edition		2009	9-12	9780030994920	
	Teacher One Stop DVD-ROM		2009	9-12	9780030995002	
	Nextext Historical Readers: Founding a Nation		2000	9-12	9780618003662	
	Nextext Historical Readers: The Civil War		2000	9-12	9780618003686	
	Nextext Historical Readers: Civil Rights		2000	9-12	9780618003709	
	Nextext Historical Readers: The Immigrants		2001	9-12	9780618048182	
	Nextext Historical Readers: Native American Perspectives		2001	9-12	9780618048205	
	Nextext Historical Readers: The Presidency		2001	9-12	9780618048212	
	Nextext.com Guide to Internet Resources		2003	9-12	9780618239788	
	Reading Social Studies		2007	9-12	9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	English-Language Learner Strategies and Activities		2008	9-12	9780030992520	
	United States History Library of Primary Sources CD-ROM		2009	9-12	9780547232041	
	American Music Audio Program		2009	9-12	9780547232065	
	Spanish Chapter Summaries Audio CD Program		2007	9-12	9780030372742	
	Student Edition Audio CD Program (English)		2007	9-12	9780030373596	
	History's Impact: American History Video Program DVD		2007	9-12	9780030373794	
	Quiz Game CD-ROM		2007	9-12	9780030373824	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM		2007	9-12	9780030373862	
	Quick Facts Transparencies		2007	9-12	9780030373879	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal American Anthem** (Continued)		**2009**	**9-12**		
	Daily Bellringer Transparencies		2007	9-12	9780030373886	
	Map Transparencies		2007	9-12	9780030373893	
	Test Preparation Workbook		2007	9-12	9780030377075	
	Document-Based Activities for American History Answer Key		2007	9-12	9780030377099	
	Document-Based Activities for American History		2007	9-12	9780030377112	
	Pre-AP Activities with Answer Key		2007	9-12	9780030391620	
	Interactive Reader and Study Guide		2007	9-12	9780030393938	
	Progress Assessment Support System		2007	9-12	9780030396236	
	Differentiated Instruction Teacher Management System		2007	9-12	9780030403736	
	Constitution Study Guide		2006	9-12	9780030419225	
	Democracy and Civic Education Resources Package		2006	9-12	9780030419232	
	Political Cartoons Activities with Answer Key		2006	9-12	9780030419270	
	Interactive Skills Tutor CD-ROM		2007	9-12	9780030419331	
	Chapter Resource Files package		2007	9-12	9780030420740	
	American History Simulations CD-ROM and User's Guide		2000	9-12	9780030536496	
	American History Outline Maps with Teaching Suggestions		2000	9-12	9780030536649	
	Alternative Assessment Handbook		2003	9-12	9780030665332	
	Transparencies CD-ROM		2007	9-12	9780030797644	
	Holt Student World Atlas		2007	9-12	9780030797743	
	Reading Like a Historian Toolkit for American History		2007	9-12	9780030930744	
	Holt Student World Atlas Activities with Answer Key		2008	9-12	9780030934209	
	Experiencing American History		2007	9-12	9780030993190	
	Student One Stop CD-ROM (set of 25)		2009	9-12	9780030998102	
	Think About Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	Chapter Resources CD-ROM		2007	9-12	9780030797637	
McGraw-Hill Inc. (School Education Group – Glencoe)	**American Journey Early Years**	**Appleby, Brinkley, Broussard, McPherson, Ritchie, Nat'l Geog Society**	**2009**	**6-8**	**9780078777158**	**Highly Recommended 97%**
	Notes: Excellent book for middle school. Visual summeries after each chapter. Excellent graphics that support the text. Teacher edition provides leveled activities & differentiated suggestions. Key Features:					
	StudentWorks Plus CD-ROM™				9780078806841	
	StudentWorks Plus DVD				9780078920608	
	TeacherWorks Plus CD-ROM™				9780078806858	
	Teacher Wraparound Edition(Free 1:50 Student Editions Purchased)				9780078777165	
	Teacher Classroom Resources(Free 1:50 Student Editions Purchased)				9780078777172	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**The American Journey**	**Appleby, Brinkley, Broussard, McPherson, Ritchie, Nat'l Geog Society**	**2009**	**6-8**	**9780078777127**	**Highly Recommended 100%**
	Notes: Excellent book for middle school. Key Features:					
	StudentWorks Plus CD-ROM™				9780078806216	
	StudentWorks Plus DVD				9780078920509	
	TeacherWorks Plus CD-ROM™				9780078806223	
	TeacherWorks Plus DVD				9780078920493	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078777134	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078777141	
Pearson Prentice Hall	**America: History of Our Nation, Survey Edition Student Edition**	**Davidson**	**2011**	**6-9**	**9780133699463**	**Highly Recommended 99%**
	Notes: Key Features:					
	Interactive Textbook 6-year online student license*				9780132522748	
	Teacher's Edition				9780133699517	
	Student Express DVD-ROM				9780133726602	
	Teacher Online Access Pack				9780133726619	
	America: History of Our Nation, Survey Edition & America: History of Our Nation, Beginnings Through 1914 Edition SHARED RESOURCES					
	Interactive Reading and Note Taking Guide				9780132516945	
	Adapted Interactive Reading and Note Taking Guide				9780132516969	
	Spanish Interactive Reading and Note Taking Guide				9780133652673	
	Teaching Resources				9780132516938	
	ExamView Test Bank CD-ROM				9780133726558	
	AYP Monitoring Assessments				9780133652710	
	Teacher Express CD-ROM				9780133726626	
	PresentationExpress Premium				9780133686791	
	Spanish Guided Reading Audio CD				9780131668331	
	Student Edition on Audio CD				9780131668508	
	Sounds of an Era Audio CD				9780130629647	

Social Studies
Grades 6-9

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Prentice Hall	**America: History of Our Nation, Beginnings Through 1914 Edition Student Edition**	**Davidson**	**2011**	**6-9**	**9780133699470**	**Highly Recommended 100%**
	Notes: Great text for the early years. Key Features:					
	Teacher Edition				9780133699524	
	America: History of Our Nation, Survey Edition & America: History of Our Nation, Beginnings Through 1914 Edition SHARED RESOURCES					
	Interactive Reading and Note Taking Guide				9780132516945	
	Adapted Interactive Reading and Note Taking Guide				9780132516969	
	Spanish Interactive Reading and Note Taking Guide				9780133652673	
	Teaching Resources				9780132516938	
	ExamView Test Bank CD-ROM				9780133726558	
	AYP Monitoring Assessments				9780133652710	
	Teacher Express CD-ROM				9780133726626	
	PresentationExpress Premium				9780133686791	
	Spanish Guided Reading Audio CD				9780131668331	
	Student Edition on Audio CD				9780131668508	
	Sounds of an Era Audio CD				9780130629647	

*Correlation to Social Studies Standards

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Scholastic Inc.	**EXPERT SPACE—Digital Curriculum & Tools for the 21st Century—Elementary School**	**David Rose**	**2010** **v. 1.5**	**5-6**	**978-0-545-21362-2**	**R** **Highly Recommended See Notes**
	Notes: Recommeneded as a "Resource Only". Correlates 41% to Economics; 54% to Government; 88% to US History I and 84% to US History II. Key Features: Key Features: Expert Space is a powerful web-based digital curriculum and toolkit that will transform the way students access and deepen content-area knowledge and expertise, plan and complete projects and assignments, and develop 21st century information literacy skills. Anytime, anywhere access ensures that students can find information, conduct research, build skills and complete assignments wherever there is an Internet connection. - Differentiates instruction for all students - Builds deep knowledge with leveled content materials - Interactive learning tools - 100% of the National Essential Skills in Science and Social Studies - Curriculum-aligned education resources correlated to Idaho standards - Supports English language learners and students with learning disabilities - Motivates and engages students Expert Space draws on the research of best practices of learning scaffolds and explicit instruction to provide content support, project support, and information literacy support. The Expert Space Research Foundation paper, available upon request, explains the supporting research literature and examples from the program for each of these three focus areas.					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
US History II						
Holt McDougal	**Holt McDougal, The Americans: Reconstruction to the 21st Century, Student Edition**	**Danzer, Klor de Alva, Krieger, Wilson, Woloch**	**2009**	**9-12**	**9780547034898**	**Highly Recommended 100%**
	Notes: Key Features:					
	Holt McDougal, The Americans: Reconstruction to the 21st Century, eEdition Online (contract length subscription)		2009	9-12	9780547065045	
	ExamView Assessment Suite CD-ROM		2009	9-12	9780547009049	
	Teacher's Edition		2009	9-12	9780547034560	
	Power Presentations DVD-ROM		2009	9-12	9780547064567	
	EasyPlanner DVD-ROM		2009	9-12	9780547064581	
	Nextext Historical Readers: Founding a Nation		2000	9-12	9780618003662	
	Nextext Historical Readers: The Civil War		2000	9-12	9780618003686	
	Nextext Historical Readers: Civil Rights		2000	9-12	9780618003709	
	Nextext Historical Readers: The Immigrants		2001	9-12	9780618048182	
	Nextext Historical Readers: Native American Perspectives		2001	9-12	9780618048205	
	Nextext Historical Readers: The Presidency		2001	9-12	9780618048212	
	Nextext.com Guide to Internet Resources		2003	9-12	9780618239788	
	Strategies for Test Preparation Teacher Edition		2002	9-12	9780618218080	
	Strategies for Test Preparation Student Edition		2003	9-12	9780618202843	
	Document-Based Questions Strategies and Practice: High School		2003	9-12	9780618377152	
	Reading Study Guide Audio CDs (English)		2005	9-12	9780618425983	
	Reading Study Guide Audio CDs (Spanish)		2005	9-12	9780618425990	
	Modified Lesson Plans for English Learners		2005	9-12	9780618454648	
	Multi-Language Glossary		2005	9-12	9780618454655	
	Presidential Elections Handbook		2005	9-12	9780618536306	
	American Stories Series (DVD)		2005	9-12	9780618663507	
	Reading Toolkit for Social Studies: The Americans		2005	9-12	9780618476916	
	Test Practice Transparencies		2003	9-12	9780618242856	
	Teacher Resource Package		2003	9-12	9780618162628	
	Reading Study Guide (English)		2003	9-12	9780618176151	
	Reading Study Guide (Spanish)		2003	9-12	9780618176168	
	Reading Study Guide Answer Key		2003	9-12	9780618176182	
	The Americans Workbook		2003	9-12	9780618176199	
	Critical Thinking Transparencies		2003	9-12	9780618187546	
	Geography Transparencies		2003	9-12	9780618187553	
	Humanities Transparencies		2003	9-12	9780618187577	
	Historic Supreme Court Cases		2003	9-12	9780618187645	
	Workbook Answer Key		2003	9-12	9780618188093	
	Writing for Social Studies		1998	9-12	9780395869093	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal, The Americans: Reconstruction to the 21st Century,** (Continued)		**2009**	**9-12**		
	eEdition DVD-ROM		2009	9-12	9780547064505	
	United States History Library of Primary Sources CD-ROM		2009	9-12	9780547232041	
	American Music Audio Program		2009	9-12	9780547232065	
	Reading Like a Historian Toolkit for American History		2007	9-12	9780030930744	
	Experiencing American History		2007	9-12	9780030993190	
	Thinking about Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	Hispanic-American Biographies		2007	9-12	9780618803446	
	Native American Biographies		2007	9-12	9780618803453	
	African American Biographies		2006	9-12	9780618832576	
	Holt McDougal American Anthem: Reconstruction to the Present, Student Edition	**Ayers, de la Teja, Gray White, Schulzinger, Wineburg**	**2009**	**9-12**	**9780030998133**	**100%**
	Key Features: Is a program that brings history to life with an engaging narrative and instructional visuals. The Inside Story introduces each lesson with “a story behind the story” that examines key events and defines them in compelling human terms. Dynamic maps and Quick Facts charts offer a way to engage students and review key content and bring the people, places, and concepts to life. American Anthem integrates reading strategies and fosters comprehensive skills development. Prepare to Read lessons focus reading skills and a unique document-based instructional strand encourages the investigation of history and prepares students to succeed on tests. American Anthem provides the tools to ensure teachers can differentiate instruction for all students and includes a range of assessment options to effectively monitor students’ progress.					
	Holt McDougal American Anthem: Reconstruction to the Present, Interactive Online Edition (contract length subscription)		2009	9-12	9780030998607	
	Power Presentations with Video CD-ROM		2007	9-12	9780030373848	
	Teacher's Edition		2009	9-12	9780030998140	
	Teacher One Stop DVD-ROM		2009	9-12	9780030998256	
	Nextext Historical Readers: Founding a Nation		2000	9-12	9780618003662	
	Nextext Historical Readers: The Civil War		2000	9-12	9780618003686	
	Nextext Historical Readers: Civil Rights		2000	9-12	9780618003709	
	Nextext Historical Readers: The Immigrants		2001	9-12	9780618048182	
	Nextext Historical Readers: Native American Perspectives		2001	9-12	9780618048205	
	Nextext Historical Readers: The Presidency		2001	9-12	9780618048212	
	Nextext.com Guide to Internet Resources		2003	9-12	9780618239788	
	Reading Social Studies		2007	9-12	9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	English-Language Learner Strategies and Activities		2008	9-12	9780030992520	
	United States History Library of Primary Sources CD-ROM		2009	9-12	9780547232041	
	American Music Audio Program		2009	9-12	9780547232065	
	Spanish Chapter Summaries Audio CD Program		2007	9-12	9780030372742	
	Student Edition Audio CD Program (English)		2007	9-12	9780030373596	
	History's Impact: American History Video Program DVD		2007	9-12	9780030373794	
	Quiz Game CD-ROM		2007	9-12	9780030373824	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal American Anthem: Reconstruction to the Present,** (Continued)		**2009**	**9-12**		
	Differentiated Instruction Modified Worksheets and Tests CD-ROM		2007	9-12	9780030373862	
	Quick Facts Transparencies		2007	9-12	9780030373879	
	Daily Bellringer Transparencies		2007	9-12	9780030373886	
	Map Transparencies		2007	9-12	9780030373893	
	Test Preparation Workbook		2007	9-12	9780030377075	
	Document-Based Activities for American History Answer Key		2007	9-12	9780030377099	
	Document-Based Activities for American History		2007	9-12	9780030377112	
	Pre-AP Activities with Answer Key		2007	9-12	9780030391620	
	Interactive Reader and Study Guide		2007	9-12	9780030393938	
	Progress Assessment Support System		2007	9-12	9780030396236	
	Differentiated Instruction Teacher Management System		2007	9-12	9780030403736	
	Constitution Study Guide		2006	9-12	9780030419225	
	Democracy and Civic Education Resources Package		2006	9-12	9780030419232	
	Political Cartoons Activities with Answer Key		2006	9-12	9780030419270	
	Interactive Skills Tutor CD-ROM		2007	9-12	9780030419331	
	American History Simulations CD-ROM and User's Guide		2000	9-12	9780030536496	
	American History Outline Maps with Teaching Suggestions		2000	9-12	9780030536649	
	Alternative Assessment Handbook		2003	9-12	9780030665332	
	Chapter Resources CD-ROM		2007	9-12	9780030797637	
	Transparencies CD-ROM		2007	9-12	9780030797644	
	Holt Student World Atlas		2007	9-12	9780030797743	
	Reading Like a Historian Toolkit for American History		2007	9-12	9780030930744	
	Holt Student World Atlas Activities with Answer Key		2008	9-12	9780030934209	
	Experiencing American History		2007	9-12	9780030993190	
	Student One Stop CD-ROM (set of 25)		2009	9-12	9780030998249	
	Chapter Resource Files package		2009	9-12	9780554008905	
	Thinking About Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**The American Pageant, Student Edition [High School AP Version]**	**Kennedy, Cohen, Bailey**	**2010**	**9-12**	**9780547166629**	**Highly Recommended 100%**
	Notes: Profiles different minority groups, adds to students understanding of different groups within the US. Great resource for teaching document based questions. Key Features: A popular, effective, and entertaining texts for teaching AP* US history. The 14th edition places an even greater emphasis on the global context of American history. New and revised features present primary sources, scholarly debates, and key historical figures to capture student interest and help them learn to examine documents the way historians do. "Thinking Globally" boxes are new essays that present a different aspect of the American experience contextualized within world history and how key aspects of US history were encountered and resolved by other nations. "Varying Viewpoints" are overviews of the scholarly debates surrounding major historical issues that encourage students to think critically about disagreements among historians. "Examining the Evidence," are historiographical features that help students learn about the insights historians derive from a wide range of historical artifacts. “Makers of America” essays focus on the diverse ethnic, racial, and activist groups that compose America’s pluralistic society. In-text AP* support includes an AP* Exam Overview, AP* Exam Correlation, AP* End of Chapter Review Questions, and Document Based Questions (DBQ) to prepare for the AP* Exam.					
	The American Pageant, E-book CD-ROM				9780495908319	
	AP Teacher Resource CD				9780547166827	
	AP Print Test Bank				9780547166940	
	ExamView Testing CD-ROM				9781439081532	
	Teacher’s Resource Guide for the AP Program				9780547167060	
	AP Student Guidebook Complete				9780547166964	
	The American Spirit (reader), Volume 1				9780495800019	
	The American Spirit (reader), Volume 2				9780495800026	
	Fast Track to a 5 AP test-prep workbook				9780547166919	
	Fast Track to a 5 Online				9781439085998	
	The Enduring Vision: A History of the American People, Student Edition [High School AP Version]	**Boyer, Clark Jr, Halttuenen,. Kett, Salisbury, Sitkoff, Woloch**	**2011**	**9-12**	**9780495802396**	**100%**
	Key Features: The text features an engaging narrative that integrates political, social, and cultural history within a chronological framework. The text is also known for its innovative coverage of public health, the environment, and the West, including Native American history. "Beyond America-Global Interactions" illustrated essays explore the world-wide context of key developments in American history. The text’s focus on culture, the land, and environmental history helps students visualize and relate to the challenges different groups of people faced throughout America's past. "Technology and Culture" essays demonstrate the importance of these two forces in American history. Topics include Public Sanitation in Philadelphia, Guns and Gun Culture, and the Interstate Highway System. The text features Document Based Questions to help students prepare for the DBQ free response section on the AP* Exam.					
	AP Study Guide		2011	9-12	9780495907992	
	AP Teacher's Resource Guide		2011	9-12	9780495908005	
	Document-Based Questions Study Guide		2008	9-12	9780495393955	
	Test Bank		2011	9-12	9780495907978	
	PowerLecture CD-ROM with ExamView		2011	9-12	9780495908142	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**The American Visions: Modern Times**	**Appleby, Brinkley, Broussard, McPherson, Ritchie, National Geographic**	**2010**	**9-12**	**9780078775147**	**Highly Recommended 100%**
	Notes: Incorporation of the "Time notebook" provides great visuals for students to reference Key Features:					
	StudentWorks Plus CD-ROM™				9780078917585	
	StudentWorks Plus DVD				9780078920769	
	TeacherWorks Plus CD-ROM™				9780078917592	
	TeacherWorks Plus DVD				9780078921100	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078775154	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078775161	
	The American Vision	**Appleby, Brinkley, Broussard, McPherson, Ritchie, National Geographic**	**2010**	**9-12**	**9780078799846**	**Highly Recommended 100%**
	Key Features:					
	StudentWorks Plus CD-ROM™				9780078917530	
	StudentWorks Plus DVD				9780078920752	
	TeacherWorks Plus CD-ROM™				9780078917547	
	TeacherWorks Plus DVD				9780078921094	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078909399	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078921261	
	Civics Today: Citizenship, Economics, & You	**Remy, Patrick, Saffel, Clayton,**	**2010**	**6-10**	**9780078803093**	**88%**
	Notes: Missing tribal government, treaty/trust relationships and implementation of foreign policy. Key Features:					
	StudentWorks Plus CD-ROM™				9780078925399	
	StudentWorks Plus DVD				9780078925405	
	TeacherWorks Plus CD-ROM™				9780078925429	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078921360	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078924194	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**U.S. Government: Democracy in Action**	**Remy**	**2010**	**9-12**	**9780078799822**	**Highly Recommended 93%**
	Notes: Concept for dual citizenship for American Indians is not explicitly referenced. Key Features:					
	StudentWorks Plus CD-ROM™				9780078914973	
	StudentWorks Plus DVD				9780078926983	
	TeacherWorks Plus CD-ROM™				9780078914980	
	TeacherWorks Plus DVD				9780078926990	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078909085	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078913594	
Pearson Prentice Hall	**United States History, Survey Edition Student Edition**	**Lapsansky-Werner**	**2010**	**9-12**	**9780133682137**	**Highly Recommended 99%**
	Notes: Key Features:					
	Interactive Textbook 6-year online student access*				9780133690453	
	Teacher's Edition				9780133682168	
	Student Express DVD-ROM				9780133690286	
	Teaching Resources, Survey				9780133688191	
	ExamView Test Bank CD-ROM, Survey				9780133690323	
	Experience It! Multimedia Pack, Survey				9780133690248	
	TeacherExpress CD-ROM, Survey				9780133690309	
	PresentationExpress Premium DVD-ROM, Survey				9780133682199	
	United States History, Modern Edition Student Edition	**Lapsansky-Werner**	**2010**	**9-12**	**9780133682113**	**97%**
	Notes: Key Features: Was developed following the UbD model. The UbD model hinges on beginning with the long-term goal and planning each learning task with that goal in mind. The lessons and activities build on each other to help students reach true understanding of the content so they can transfer that knowledge to different situations. Pearson's exclusive partnership with Grant Wiggins, the leader in UbD educational reform, makes this program complete with the Essential Knowledge and Questions.					
	Interactive Textbook 6-year online student access*				9780133690392	
	Teacher's Edition				9780133682144	
	Student Express DVD-ROM				9780133690255	
	Teacher Online Access Pack				9780133690354	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Government						
Center for Civic Education	**We the People: The Citizen & the Constitution**	**Charles N. Quigley, et al**	**2009**	**10-12**	**978-0-89818-232-3**	**R Highly Recommended 81%**
	Notes: Highly Recommended as a "Resource Only". Aligns to standard 4:Civics and Government. Key Features:					
	We the People: The Citizen & the Constitution – Teacher's Guide				978-0-89818-233-0	
	We the People: Project Citizen	**Charles N. Quigley, et al**	**2010**	**9-12**	**978-0-89818-215-6**	**R**
	Notes: Recommended as a "Resource Only". Designed to introduce students to the citizen's role in the public policy making process. Key Features:					
	We the People: Project Citizen - Teacher's Guide				978-0-89818-214-9	
CQ Press, a division of Sage Publications	**Keeping the Republic Full**	**Christine Barbour & Gerald Wright**	**2009**	**9-12**	**978-1-60871-651-7**	**Highly Recommended 100%**
	Key Features: Approaches American government as an institution founded and fueled by its citizens. Its engaging, accessible narrative is curriculum targeted and answers political scientist Harold Lasswell's question of who gets what and how. Takes students from the foundations of democracy and citizenship to the practicalities of our political system and the details of legislation, elections, and policymaking. Each chapter begins with "What's at Stake?", a vignette that captures the chapter's theme in story fashion, such as youth participation in the 2008 election, and is revisited at the chapter's end to be explored in greater depth and context, drawing on the chapter's analytic tools and information.					
	The Logic of American Politics	**Sam Kernell, Gary Jacobson, Thad Kousser**	**2009**	**9-12**	**978-1-60871-660-9**	**Recommended w/ Reservations 79%**
	Notes: Lacking content on state and local politics, international affairs and tribal - native Americans. Key Features: Emphasize the way political institutions and practices structure the actions and choices of citizens and politicians. In doing so, they help students see that these are imperfect solutions to collective action problems. The book weaves historical context, current politics, and analytic concepts into a text that gently strengthens students' theoretical understanding while hooking them with great storytelling. Students come to understand a rationale to the U.S. political system and acquire the ability to analyze American politics for themselves. Each chapter begins with thematic questions that encourage critical thinking, and figures and tables illustrate key data from the narrative.					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC	***American Government: Citizenship and Power***	**Christine Barbour, et al**	**2010**	**9-12**	**9780821955611**	**Highly Recommended 95%**
	Key Features: Provides thought-provoking insight into today's ever-shifting political climate, and was developed from the authors' classroom experiences with today's students and today's issues in mind. Provides numerous stories, debates, and discussions of contemporary issues to capture students' interest and encourage their active participation in politics and government. It is written in a conversational style that will stimulate and inspire lively political discussions in the classroom.					
	Textbook on CD				9780821937365	
	Student eBook				9780821956014	
	Power Practice: Interactive Student CD				9780821937402	
	Constitution Workbook				9780821937242	
	Guided Reading Workbook				9780821937204	
	Spanish Audio Summaries CDs				9780821939666	
	Annotated Teacher's Edition				9780821955628	
	Annotated Teacher's Edition eBook				9780821956472	
	EXAMVIEW® Test Generator CD				9780821937372	
	Assessment Book				9780821937273	
	EMC Lesson Planner: Plus Resources CD				9780821938560	
	Lesson Plans				9780821937280	
	Constitution Workbook Teacher's Edition				9780821937259	
	Guided Reading Workbook Teacher's Edition				9780821937211	
	PowerPoint Lectures CD				9780821937396	
	Extending the Lesson: Analyzing Documents and Cartoons				9780821938553	
Holt McDougal	**Holt McDougal United States Government: Principles in Practice, Student Edition**	**Luis Ricardo Fraga**	**2010**	**9-12**	**9780030930287**	**Highly Recommended 96%**
	Notes: Key Features:					
	Holt McDougal United States Government: Principles in Practice, ThinkCentral Interactive Online Edition, Student Access (contract length subscription)		2010	9-12	9780554009483	
	Teacher's Edition		2010	9-12	9780554004006	
	PowerNotes Presentations DVD-ROM		2010	9-12	9780554010625	
	Teacher One Stop DVD-ROM		2010	9-12	9780554008165	
	ThinkCentral Interactive Online Edition, Teacher Access (contract length subscription)		2010	9-12	9780554022758	
	Reading Social Studies		2007	9-12	9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	English-Language Learner Strategies and Activities		2008	9-12	9780030992520	
	Constitution Study Guide		2006	9-12	9780030419225	
	Democracy and Civic Education Resources		2006	9-12	9780030419348	
	Interactive Reader and Study Guide		2010	9-12	9780554008134	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal United States Government: Principles in Practice** (Continued)		**2010**	**9-12**		
	Student Casebook		2010	9-12	9780554008141	
	Student One Stop CD-ROM		2010	9-12	9780554009506	
	Supreme Court Case Studies with Answer Key		2010	9-12	9780554009537	
	Foundations of Democracy Activities		2010	9-12	9780554009544	
	Chapter Resource Files with Answer Keys Package		2010	9-12	9780554009711	
	Differentiated Instruction Teacher Management System		2010	9-12	9780554010557	
	Spanish/English Interactive Reader and Study Guide		2010	9-12	9780554010564	
	Progress Assessment Support System with Answer Key		2010	9-12	9780554010571	
	Teaching Transparencies		2010	9-12	9780554010588	
	Guided Reading Activities with Answer Key		2010	9-12	9780554010595	
	Advanced Placement® Review and Activities with Answer Key		2010	9-12	9780554012988	
	United States Government At A Glance Poster		2010	9-12	9780554022789	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	2008 Election Update		2010	9-12	9780554025131	
Holt McDougal	**Holt McDougal Civics in Practice: Principles of Government and Economics, Student Edition**	**Gregory I. Massing**	**©2009 /©2011**	**9-12**	**9780547318363**	**Highly Recommended 88%**
	Notes: Missing tribal government government and dual citizenship Key Features:					
	Holt McDougal Civics in Practice: Principles of Government and Economics, Interactive Online Edition (contract length subscription)		2009	9-12	9780554004525	
	Teacher One Stop DVD-ROM		©2009 /©2011	9-12	9780547285818	
	Teacher's Edition		©2009 /©2011	9-12	9780547318370	
	Nextext Civics in America		2003	9-12	9780618221981	
	American Citizenship Handbook		2009	9-12	9780547078007	
	Reading Social Studies		2007	9-12	9780030797767	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	English Language Learner Strategies and Activities		2008	9-12	9780030992520	
	Constitution Study Guide		2006	9-12	9780030419225	
	Interactive Skills Tutor CD-ROM		2007	9-12	9780030419331	
	Democracy and Civic Education Resources		2006	9-12	9780030419348	
	Holt Researcher CD-ROM: Economy and Government		1999	9-12	9780030517136	
	From the Source: Readings in Economics and Government		1999	9-12	9780030525193	
	Alternative Assessment Handbook		2003	9-12	9780030665332	
	Mathematics for Economic Activities with Answer Key		2003	9-12	9780030666629	
	Mathematics for Economics Workbook		2003	9-12	9780030699160	
	Guided Reading Strategies		2007	9-12	9780030779886	
	Vocabulary Activities		2007	9-12	9780030779893	
	Standardized Test Practice Handbook		2007	9-12	9780030779916	
	Answer Key for Guided Reading Strategies, Activities, and Standardized Test Practice Handbook Vocabulary		2007	9-12	9780030779923	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal Civics in Practice: Principles of Government and Economics** (Continued)		**©2009 /©2011**	**9-12**		
	Graphic Organizer Activities with Answer Key		2007	9-12	9780030779930	
	Main Idea Activities for Differentiated Instruction with Answer Key		2007	9-12	9780030779947	
	Creative Teaching Strategies		2007	9-12	9780030779961	
	Daily Quizzes with Answer Key		2007	9-12	9780030779978	
	Chapter and Unit Tests with Answer Key		2007	9-12	9780030779985	
	Chapter and Unit Tests Differentiated Instruction with Answer Key		2007	9-12	9780030779992	
	Challenge and Enrichment Activities for Differentiated Instruction with Answer Key		2007	9-12	9780030780011	
	Law 101 with Answer Key		2007	9-12	9780030780028	
	Students Take Action with Answer Key		2007	9-12	9780030780035	
	Community Service and Participation Handbook		2007	9-12	9780030780042	
	Political Cartoons Activities, Teaching Suggestions, and Answer Key		2007	9-12	9780030780066	
	Teaching Transparencies		2007	9-12	9780030780073	
	Student Edition Audio CD Program		2007	9-12	9780030780097	
	Spanish Chapter Summaries Audio CD Program		2007	9-12	9780030781216	
	Active Citizenship Video Program (DVD)		2007	9-12	9780030781223	
	Simulations and Case Studies with Block Scheduling Options		2007	9-12	9780030781247	
	Differentiated Instruction: Teaching ESOL Students		2007	9-12	9780030781261	
	Quiz Game CD-ROM		2007	9-12	9780030797729	
	Media Investigations		2007	9-12	9780030922541	
	Differentiated Instruction Modified Worksheets and Tests CD-ROM		2009	9-12	9780554000794	
	Thinking about Content Reading Workbook		2009	9-12	9780554023939	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	2008 Election Update		2010	9-12	9780554025131	
	Student One Stop CD-ROM		©2009 /©2011	9-12	9780547297743	
	Nextext Civics in America Teacher Resource Manual		2003	9-12	9780618255269	
	American Government, Student Edition [High School AP Version]	**James Q. Wilson, John J. Dilulio, with Meena Bose**	**2011**	**9-12**	**9780495802839**	**Recommended w/ Reservations 80%**
	Notes: Missing tribal relations, ideals & objectives of founding documents are not explicitly referred to; elections at the local level are not discussed. Role in international organizations are not discussed. Key Features:					
	AP Study Guide		2011	9-12	9780495897989	
	AP Teacher's Resource Guide		2010	9-12	9780495898146	
	AP Test Bank		2011	9-12	9780495898139	
	ExamView Testing CD-ROM		2011	9-12	9780495898153	
	Fast Track to a 5 AP test-prep workbook		2011	9-12	9780495897972	
	Classic Ideas and Current Issues reader		2007	9-12	9780618456444	
	Classic Ideas and Current Issues Instructor's Resource Manual		2007	9-12	9780618456451	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**American Government and Politics Today, Student Edition**	**Steffen W. Schmidt, Mack C. Shelley II, Barbara A. Bardes**	**2009**	**9-12**	**9780495502289**	**Highly Recommended 88%**
	Notes: Key Features:					
	Study Guide		2009	9-12	9780495568766	
	PowerLecture DVD with ExamView		2009	9-12	9780495568759	
	Handbook of Selected Legislation		2008	9-12	9780495127826	
	Handbook of Court Cases		2008	9-12	9780495127741	
Pearson Prentice Hall	**Magruder's American Government Print Student Edition with Online Student Center, 6-year access**	**McClenaghan**	**2010**	**9-12**	**9780133736038**	**Highly Recommended 100%**
	Key Features:					
	Online Student Center (includes Online Student Edition), 6-year access				9780133738391	
	Essential Questions Journal				9780133656749	
	Print Teacher's Edition				9780133731736	
	Print Essential Questions Journal with Online Student Center, 6-year access				9780133736021	
	StudentExpress DVD-ROM				9780133738414	
	Online Teacher Center, 6-year access with Teacher Online Access Pack				9780133738438	
	Teacher's Resource Library DVD-ROM				9780133656619	
	Essential Questions Journal Answer Key				9780133656725	
	American Government Essential Question Video on DVD				9780133656589	
	ExamView Computer Test Bank on CD-ROM	Smith	2010	9-12	9780133656596	
	Foundations Series: American Government Print Student Edition with Online Student Center, 6-year access	**Smith**	**2010**	**9-12**	**9780785470458**	**Highly Recommended 98%**
	Notes: Can be used for AP or general ed course. Key Features:					
	Online Student Center (includes Online Student Edition) 6-year access				9780133738391	
	Print Teacher's Edition				9780785468530	
	AP Test Prep Workbook				9780137153251	
	Instructor's Manual				9780205684342	
	AP Instructor Resource DVD w/ AP TestGen				9780137153244	
	AP Test Bank				9780205684359	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
AP Titles						
Pearson Prentice Hall	**Comparative Politics Today AP Student Edition**	**Almond**	**2009**	**9-12**	**9780131358546**	**AP See Notes**
	Notes: Text may be used as a "Resource Only " for government course Key Features:					
	AP Test Prep Workbook				9780131358584	
	AP Instructor's Manual & Tests(Online Only)				9780131358553	
	AP TestGen CD-ROM				9780131358577	
	World Civilizations AP Student Edition with MyHistoryLab	**Stearns**	**2011**	**9-12**	**9780131360204**	**AP See Notes**
	Notes: Preface provides a tutorial on how tect is leaid out. Correlates 93% to World History and Civiization. Key Features:					
	AP Reading and Note Taking Study Guide				9780131371798	
	AP Test Prep Workbook				9780131360211	
	AP Instructor's Resource CD ROM				9780131372061	
	AP TestGen CD-ROM				9780131372047	
	Transparencies				9780131372023	
	The Western Heritage Since 1300 AP Student Edition with MyHistoryLab	**Kagan**	**2011**	**10-12**	**9780131367616**	**AP See Notes**
	Notes: Correlates 91% to World Histoy & Civiliization standards. Key Features:					
	AP Test Prep Workbook				9780131369283	
	AP Reading and Note Taking Study Guide				9780131371101	
	AP Teacher's Edition				9780131369276	
	AP TestGen CD-ROM				9780131371118	
	AP Instructor's Resource CD- ROM				9780131371071	
	AP Transparencies Set 2				9780131371064	
	The Cultural Landscape AP Student Edition with Companion Web Site	**Rubenstein**	**2011**	**9-12**	**9780131375024**	**AP See Notes**
	Notes: Key Features:					
	AP Test Prep Workbook				9780131375567	
	AP Instructor's Resource DVD				9780321682185	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Prentice Hall	**Out of Many AP Edition with My HistoryLab**	**Faragher**	**2011**	**9-12**	**9780131371194**	**AP Highly Recommended 100%**
	Notes: Key Features:					
	AP Reading and Note Taking Guide				9780131371248	
	AP Test Prep Workbook				9780131371279	
	AP Annotated Teacher's Edition				9780131371200	
	AP TestGen CD-ROM				9780131371224	
	AP Instructor's Resource CD-ROM				9780131371231	
	AP Primary Source Documents				9780131370586	
	America Past and Present AP Student Edition with MyHistoryLab	**Divine**	**2011**	**9-12**	**9780131368859**	**AP Highly Recommended 100%**
	Notes: Excellent assessment resource for students at the end of the bookl. Key Features:					
	AP Test Prep Workbook				9780131369108	
	AP DBQ Workbook				9780131371255	
	AP Instructor Resources				9780131369139	
	AP Test Gen CD-ROM				9780131369115	
	Transparencies				9780131369146	
	AP Primary Source Documents				9780131370586	
Saxon, an imprint of HMH Supplemental Publishers, Inc.	**America: The Last Best Hope Student Edition, Volume 1**	**Dr. William J. Bennett**	**2011**	**10**	**9780547430072**	**R AP See Notes**
	Notes: Recommended as a “Resource Only”. Correlates 91% to US History I state tandards. Very few maps, charts, graphs. High readability. Key Features:					
	America: The Last Best Hope Premium Package, Volume 1 (Student Edition and contract length subscription Premium Bundle Online Roadmaps)				9780547451480	
	America: The Last Best Hope Premium Bundle Online Roadmap Teacher Access, Volume 1 (contract length subscription)				9780547451565	
	America: The Last Best Hope Premium Teacher Resource Package [1 each of Student Edition (Volumes 1, Volume 2, Volume 2 Enhanced) and 1 each of contract length subscription Premium Bundle Online Roadmaps Teacher Access (Volume1, Volume 2, and Volume 2 Enhanced)]			10-11	9780547451527	

Social Studies
Grades 9-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Saxon, an imprint of HMH Supplemental Publishers, Inc.	**America: The Last Best Hope Student Edition, Volume 2 Enhanced**	**Dr. William J. Bennett**	**2011**	**11**	**9780547430157**	**R AP See Notes**
	Notes: Recommended as a "Resource Only". Correlates 91% to US History II state tandards. Very few maps, charts, graphs. High readability. No assessment quest. Key Features:					
	America: The Last Best Hope Premium Package, Volume 2 Enhanced (Student Edition and contract length subscription Premium Bundle Online Roadmaps)				9780547451503	
	America: The Last Best Hope Premium Bundle Online Roadmap Teacher Access, Volume 2 Enhanced (contract length subscription)				9780547451589	
	America: The Last Best Hope Premium Teacher Resource Package [1 each of Student Edition (Volumes 1, Volume 2, Volume 2 Enhanced) and 1 each of contract length subscription Premium Bundle Online Roadmaps Teacher Access (Volume1, Volume 2, and Volume 2 Enhanced)]			10-11	9780547451527	

IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Economics

9-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Cengage Learning	**Contemporary Economics**	**McEachern**	**2008**	**9-12**	**9780538444958**	**100%**
	Key Features: Two chapters covering personal finance, including information on managing money and being a responsible consumer, prepare your students for real life. Graphs and figures have been updated to include current information. Features and examples include timely references to current topics, such as Hurricane Katrina and the war in Iraq. Connect to History takes a historical viewpoint of economics, exploring how economic principles relate to American history. Sharpen Your Skills teaches basic skills that reinforce economic concepts and prepare for standardized testing. Study Tools on the Xtra! Web site provide interactive game-like reviews for every lesson, such as Beat the Clock, Sort It Out, Scenario, First Things First, and more.					
	Contemporary Economics Student Edition and IMPACT CD Bundle				TBD	
	Contemporary Economics IMPACT CD				9780538975117	
	Workbook				9780538445023	
	Contemporary Economics eBook				9780538448598	
	Chapter and Unit Tests				9780538444989	
	DVD				9780538445009	
	ExamView				9780538445030	
	Instructor's Resource CD				9780538445016	
	Teacher's Resource Box				9780538444996	
	Teacher's Wraparound Edition				9780538444965	
EMC Publishing LLC.	***Economics: New Ways of Thinking***	**Roger A. Arnold**	**2011**	**9-12**	**9780821957455**	**92%**
	Key Features: Teaches students about basic principles in the context of globalization – the process by which the nations of our world become increasingly integrated. The text uses easy-to-understand examples and clear explanations to teach students soled economic principles. It teaches students to think in a new way – to see and use economics in their everyday lives. Each chapter opens with an explanation of what the subject of that chapter means to economics, society, and students. Links to web sites help students find the most current economics data. Topics like the increasing value of education in a global economy, the psychology of credit cards, and how to avoid scams and economic bubbles connect students with economics on a personal level.					
	Student Resources (includes eBook and *Interactive* Economics)				9780821959787	
	Student eBook Online				9780821959671	
	Applying the Principles Workbook				9780821959732	
	Finding Economics				9780821959756	
	Guided Reading and Study Guide				9780821959718	
	Annotated Teacher's Edition				9780821957462	
	Annotated Teacher's Edition eBook Online				9780821959695	
	Teacher Resource: (includes E-Lesson Planner; PDFs for Workbook, Guided Reading & Study Guide, Finding Economics, Assessment Book, Lesson Plans Book; ATE eBook; **EXAM**VIEW Assessment Suite; *Interactive* Economics; PowerPoint Lectures)				9780821959800	
	Assessment Book: Tests and Quizzes with Answer Key				97808219959701	
	Lesson Plans				9780821959770	
	Applying the Principles Workbook Teacher's Edition				9780821959749	
	Finding Economics Teacher's Edition				9780821959763	
	Guided Reading and Study Guide Teacher's Edition				9780821959725	
	The Roger Arnold Economic Principles Lecture Series DVD				9780821934128	

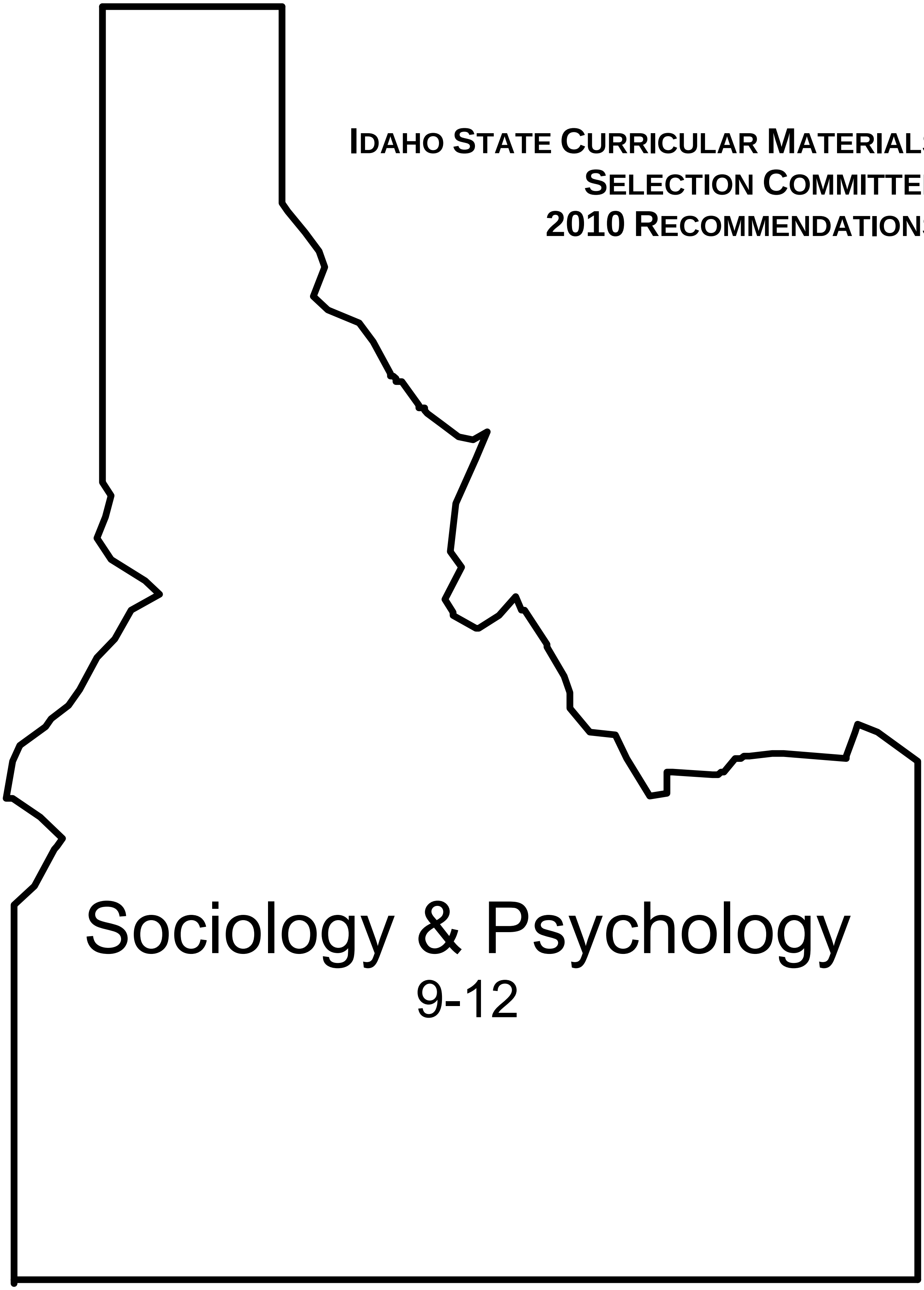
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Film Ideas, Inc.	**Biz Kid$ 26-Part DVD Series**	**Biz Kid$, LLP**	**2008**	**6 -10**	**9781605723389**	**R** **87%**
	Notes: Recommended as a "Resource Only". DVD set is designed to encourage entrepreneurship and teach personal finance concepts. Appropriate for 6-9, when framed appropriatelycan be used for grades 10-12. Non-personal finance standards are implied, not explicit. Key Features: From the producers of Bill Nye The Science Guy comes Biz Kid$, the 26-part DVD series where kids teach kids about basic economic principles, credit, saving, budgeting, investing money and business. Whether a handbag designer, podcast host, or a dog groomer, the young business owners on the series will also inspire viewers to turn their passions into profit. The fast paced, comedic style grabs and holds student's attention. Each program includes extensive teacher's guides, student activities and family participation handouts. The accompanying interactive lemonade computer game helps reinforce economics principles.					
	What Is A Biz Kid?				978-1-60572-287-1	
	What Is Money?				978-1-60572-288-x	
	How Do You Get Money?				978-1-60572-289-8	
	What Can You Do with Money?				978-1-60572-290-1	
	Money Moves				978-1-60572-291-x	
	Taking Charge Of Your Financial Future				978-1-60572-292-8	
	A Biz: What Is It?				978-1-60572-293-6	
	How to Succeed in Biz-Ness by Really Trying!				978-1-60572-294-4	
	Cash and Credit				978-1-60572-295-2	
	How to Achieve Your Financial Goals				978-1-60572-296-0	
	Do Not Blow Your Dough				978-1-60572-297-9	
	Introducing Entrepreneurs				978-1-60572-298-7	
	The Biz Kids Challenge				978-1-60572-299-5	
	How To Be A Smart Consumer				978-1-60572-300-2	
	Using Your Credit- Crazy or Compelling?				978-1-60572-331-0	
	Budgeting Basics				978-1-60572-302-9	
	Understanding Business Ethics				978-1-60572-303-7	
	Saving and Investing for Your Future				978-1-60572-304-6	
	A Closer Look At Careers				978-1-60572-305-3	
	The Global Economy				978-1-60572-306-1	
	Bulls, Bears and Financial Markets				978-1-60572-307-x	
	Sell, Sell, Sell (The Science of Sales)				978-1-60572-308-8	
	Understanding Income and Expense				978-1-60572-309-6	
	Building and Growing a Business				978-1-60572-310-x	
	Understanding Your Paycheck				978-1-60572-311-2	
	Social Entrepreneurs				978-1-60572-312-6	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal Economics: Concepts and Choices, Student Edition**	**Sally Meek, John Morton, Mark C. Schug**	**2011**	**9-12**	**9780547082943**	**93%**
	Notes: Key Features:					
	Holt McDougal Economics: Concepts and Choices, eEdition Online, Student Access (contract length subscription)		2011	9-12	9780547338194	
	Power Presentations DVD-ROM		2008	9-12	9780618776757	
	ExamView Test Generator Suite CD-ROM		2008	9-12	9780547000640	
	Teacher's Edition		2011	9-12	9780547083063	
	Teacher One Stop DVD-ROM		2011	9-12	9780547337050	
	eEdition Online, Teacher Access (contract length subscription)		2011	9-12	9780547338217	
	Presentation Toolkit		2008	9-12	9780618884667	
	Standards-Based Assessment Book		2008	9-12	9780618887149	
	Daily Test Practice Transparencies		2008	9-12	9780618887156	
	Economics Concepts Transparencies		2008	9-12	9780618887163	
	Test Practice and Review Workbook Answer Key		2008	9-12	9780618904716	
	Video Series on DVD		2008	9-12	9780618776726	
	NCEE Student Activities		2008	9-12	9780618815265	
	Reading Study Guide		2008	9-12	9780618815289	
	Reading Study Guide with Additional Support		2008	9-12	9780618815296	
	Reading Study Guides Answer Key		2008	9-12	9780618815302	
	Test Practice and Review Workbook		2008	9-12	9780618815326	
	Writing for Social Studies		1998	9-12	9780395869093	
	NCEE Student Activities Answer Key		2008	9-12	9780618912926	
	McDougal Littell Assessment System		2008	9-12	9780618921287	
	Primary Source Activity Kit		2009	9-12	9780554024615	
	eEdition DVD-ROM		2011	9-12	9780547337043	
	Resource Manager		2011	9-12	9780547338767	
	Virtual File Cabinet DVD		2010	9-12	9780554010601	
	Principles of Economics, Student Edition	**N. Gregory Mankiw**	**2009**	**9-12**	**9780324589979**	**R** **76%**
	Notes: Recommended as a "Resource Only". Key Features:					
	Principles of Economics, E-book CD-ROM				9780538469173	
	AP Student Study Guide				9780324597806	
	Instructor's Solutions Manual (Microeconomics)				9780324591279	
	Instructor's Solutions Manual (Macroeconomics)				9780324591262	
	Instructor's Edition				9780324591330	
	AP Teacher's Resource Guide				9780324785395	
	AP Test Bank				9780324785319	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
McGraw-Hill Inc. (School Education Group – Glencoe)	**Economics, Principals and Practices**	**Clayton**	**2008**	**9-12**	**9780078747649**	**Highly Recommended 100%**
	Notes: Key Features:					
	StudentWorks Plus CD-ROM™				9780078890741	
	StudentWorks Plus DVD				9780078785986	
	TeacherWorks Plus CD-ROM™				9780078890758	
	TeacherWorks Plus DVD				9780078785993	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078747656	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078780653	
	Economics, Today and Tomorrow		**2008**	**9-12**	**9780078747663**	**100%**
	Key Features:					
	StudentWorks Plus CD-ROM™				9780078890789	
	StudentWorks Plus DVD				9780078783555	
	TeacherWorks Plus CD-ROM™				9780078890796	
	TeacherWorks Plus DVD				9780078783562	
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)				9780078747670	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078783401	
Pearson Prentice Hall	**Economics Student Edition with Online Student Center, 6-year access**	**O'Sullivan**	**2010**	**9-12**	**9780133690620**	**Highly Recommended 100%**
	Notes: Key Features:					
	Online Student Center (includes Online Student Edition), 6-year access				9780133690491	
	Essential Questions Journal				9780133680393	
	Print Teacher's Edition				9780133680188	
	Print Essential Question Journal with Online Student Center, 6-year access				9780133690637	
	StudentExpress DVD-ROM				9780133626223	
	Online Teacher Center, 6-year access with Teacher Online Access Pack				9780133690507	
	Teacher's Resource Library DVD-ROM				9780133626261	
	Essential Questions Journal Answer Key				9780133680409	
	Economics Video on DVD				9780133626230	
	ExamView Computer Test Bank on CD-ROM				9780133626247	

Economics
Grades 9-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Prentice Hall	**Foundation Series: Economics Print Student Edition with Online Student Center, 6-year access**	**Lewinski**	**2010**	**9-12**	**9780785469964**	**Highly Recommended 100%**
	Notes: Key Features:					
	Online Student Center (includes Online Student Edition), 6-year access				9780133690491	
	Print Teacher's Edition				9780785468585	



IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Sociology & Psychology

9-12

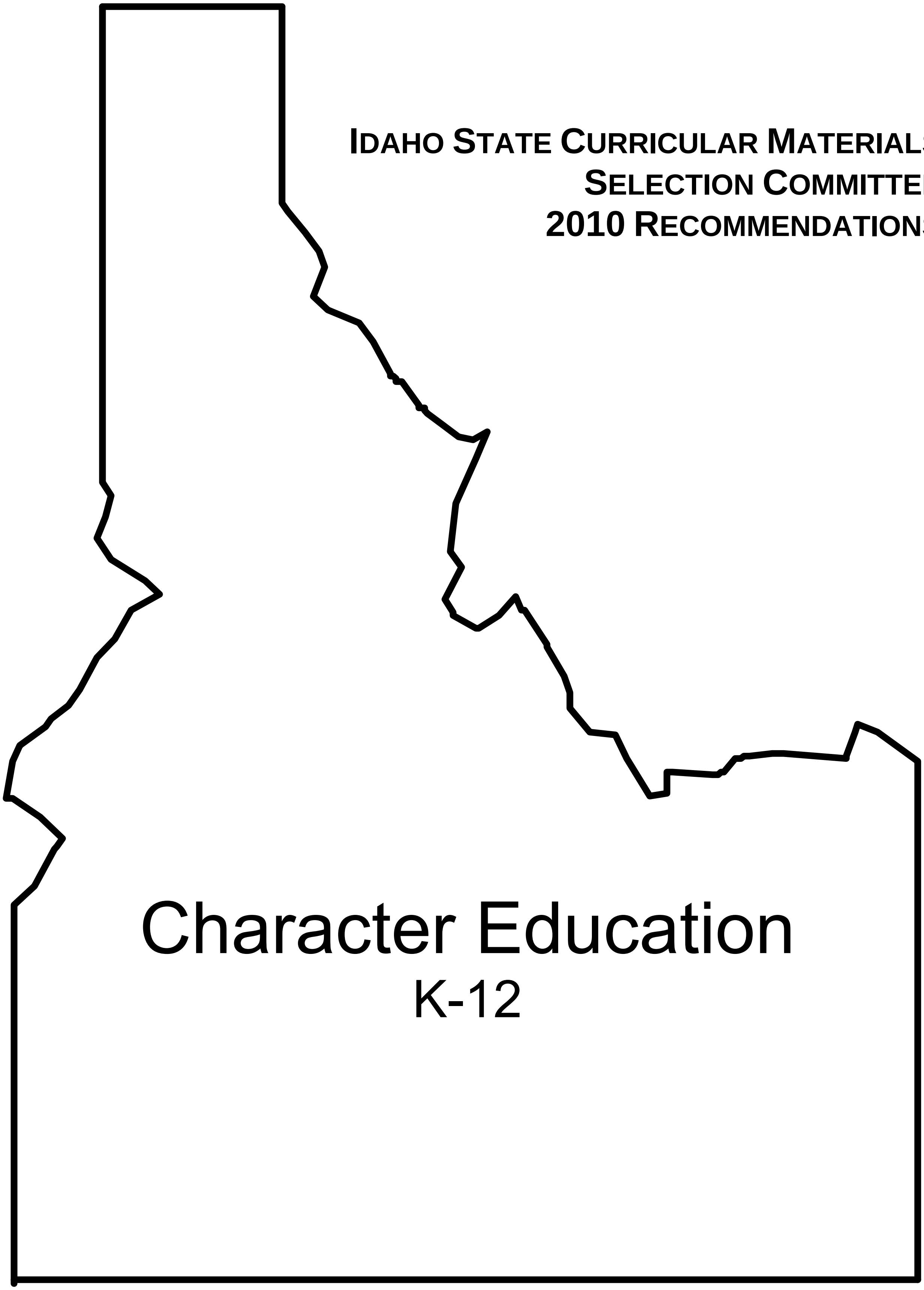
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Psychology						
Cengage Learning	**Psychology: A Discovery Experience**	**Franzoi**	**2011**	**9-12**	**9780538447065**	**Highly Recommended**
	Notes: No state content standards Key Features: Chapter Openers begin each chapter with an entertaining and informative story that leads into the central topic of the chapter. Discover It uses thought-provoking questions that show how the next lesson related to the students' own lives. Self-Discovery provides students with a guided method for introspection through self-report questionnaires and activities. Lab Teams is a group-oriented activity that provides students with hands-on learning of a specific concept. Planning a Career in Psychology presents the skills, education, and work experience needed for a variety of careers in psychology relating to the National Career Clusters.					
	IMPACT Interactive eBook				9780538740913	
	Workbook				9780538496889	
	eBook				9780538496803	
	DVD				9780538740951	
	DVD/Videos, Psychology: Research in Action				9780538740944	
	ExamView				9780538449052	
	Instructor's Resource CD				9780538449045	
	Instructor's Wraparound Edition				9780538449038	
Holt McDougal	**Holt McDougal Psychology: Principles in Practice, Student Edition**	**Sally Meek, John Morton, Mark C. Schug**	**2010**	**9-12**	**9780554004013**	**Highly Recommended**
	Notes: No content standards. Key Features: Up-to-date and accessible high school psychology program on the market with relevant, standards-based content. Taking into account current psychological theory and current statistics, the program gives students the tools they need to understand themselves and the world around them. To encourage critical thinking and active instruction, a variety of case studies, group projects, and opportunities for in-depth study are provided. In addition, the program features comprehensive coverage of introductory psychology concepts, psychological issues treated in a manner appropriate for high school students, and a video program brings the current issues in the world into the classroom. Psychology: Principles in Practice ensures that teachers can differentiate instruction for all students and prepare them for the 21st century with integrated technology.					
	Holt McDougal Psychology: Principles in Practice, ThinkCentral Interactive Online Edition, Student Access (contract length subscription)		2010	9-12	9780554027005	
	Teacher's Edition		2010	9-12	9780554026879	
	Power Presentations with Video DVD-ROM		2010	9-12	9780554026992	
	ThinkCentral Interactive Online Edition, Teacher Access (contract length subscription)		2010	9-12	9780554027029	
	Teacher One Stop DVD-ROM		2010	9-12	9780554027050	
	Nextext Introduction to Psychology		2001	9-12	9780618048281	
	Nextext Introduction to Psychology Teacher Resource Manual		2001	9-12	9780618087730	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	Alternative Assessment Handbook		2003	9-12	9780030665332	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Holt McDougal Psychology: Principles in Practice** (Continued)		**2010**	**9-12**		
	Holt Psychology: Principals in Practice Video Program (DVD)		2007	9-12	9780030781346	
	Teacher Management System		2010	9-12	9780554026886	
	Reading and Activity Workbook		2010	9-12	9780554026893	
	Review and Assessment Resources with Answer Key		2010	9-12	9780554026909	
	Readings and Case Studies in Psychology with Answer Key		2010	9-12	9780554026916	
	Research Activities for Teaching Psychology		2010	9-12	9780554026923	
	Project-Based Activities with Answer Key		2010	9-12	9780554026930	
	Advanced Placement® Review and Activities for Psychology with Answer Key		2010	9-12	9780554026947	
	APA and ASA Writing Guide		2010	9-12	9780554026954	
	Psychology and Sociology Teacher's Guide to Analyzing Movies		2010	9-12	9780554026961	
	Transparencies with Teacher's Notes		2010	9-12	9780554026978	
	Key Topics in Psychology and Sociology (DVD)		2010	9-12	9780554026985	
	Student One Stop CD-ROM (set of 25)		2010	9-12	9780554028750	
	Teacher Resource Package		2010	9-12	9780554028774	
	Introduction to Psychology, Student Edition	**Rod Plotnik, Haig Kouyoumdjian**	**2011**	**9-12**	**9780495812814**	**Recommended**
	Notes: No content standards. Key Features:					
	Study Guide		2011	9-12	9780495908401	
	Instructor's Resource Manual		2011	9-12	9780495908425	
	Test Bank		2011	9-12	9780495908609	
	PowerLecture CD-ROM with ExamView Testing		2011	9-12	9780495908654	
	Psychology: Research in Action DVD		2009	9-12	9780495598138	
	Psychology: Themes and Variations, Student Edition [High School AP Version]	**Wayne Weiten**	**2010**	**9-12**	**9780495832331**	**Recommended**
	Notes: No content standards. Key Features:					
	Psychology: Themes and Variations, E-book CD-ROM				9780495911715	
	Instructor's Resource Manual				9780495805427	
	Study Guide				9780495602361	
	Test Bank				9780495805434	
	PowerLecture CD-ROM with ExamView				9780495602477	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Sociology						
Holt McDougal	**Holt McDougal Sociology: The Study of Human Relationships, Student Edition**	**W. LaVerne Thomas**	**2010**	**9-12**	**9780554004419**	**Highly Recommended**
	Notes: No content standards. Key Features: Up-to-date and accessible high school sociology program on the market with relevant, standards-based content. Taking into account current sociological theory and current statistics, the program gives students the tools they need to understand themselves and the world around them. To encourage critical thinking and active instruction, a variety of case studies, group projects, and opportunities for in-depth study are provided. In addition, the program features comprehensive coverage of introductory sociology concepts, sociological issues treated in a manner appropriate for high school students, a video program brings the current issues in the world into the classroom, and social, cross-cultural, and historical points-of-view to develop students' sociological imaginations. Sociology: The Study of Human Relationships ensures that teachers can differentiate instruction for all students and prepare them for the 21st century with integrated technology.					
	Holt McDougal Sociology: The Study of Human Relationships, ThinkCentral Interactive Online Edition, Student Access (contract length subscription)		2010	9-12	9780554028590	
	Power Presentations with Video DVD-ROM		2010	9-12	9780554028484	
	Teacher One Stop DVD-ROM		2010	9-12	9780554028569	
	Teacher's Edition		2010	9-12	9780554028576	
	ThinkCentral Interactive Online Edition, Teacher Access (contract length subscription)		2010	9-12	9780554028613	
	Nextext Introduction to Sociology		2002	9-12	9780618118687	
	Nextext Introduction to Sociology Teacher Resource Manual		2002	9-12	9780618122516	
	Graphic Organizer Transparencies with Support for Reading and Writing		2007	9-12	9780030797774	
	Alternative Assessment Handbook		2003	9-12	9780030665332	
	Holt Sociology: The Study of Human Relationships Video Program (DVD)		2008	9-12	9780030939587	
	APA and ASA Writing Guide		2010	9-12	9780554026954	
	Psychology and Sociology Teacher's Guide to Analyzing Movies		2010	9-12	9780554026961	
	Transparencies with Teacher's Notes		2010	9-12	9780554026978	
	Key Topics in Psychology and Sociology (DVD)		2010	9-12	9780554026985	
	Project-Based Activities with Answer Key		2010	9-12	9780554028491	
	Readings and Case Studies in Sociology with Answer Key		2010	9-12	9780554028507	
	Research Activities for Teaching Sociology		2010	9-12	9780554028514	
	Review and Assessment Resources with Answer Key		2010	9-12	9780554028521	
	Reading and Activity Workbook		2010	9-12	9780554028545	
	Teacher Management System		2010	9-12	9780554028552	
	Student One Stop CD-ROM (set of 25)		2010	9-12	9780554028606	
	Teacher Resource Package		2010	9-12	9780554028804	

Sociology & Psychology
Grades 9-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	**Sociology in Our Times, Student Edition**	**Diana Kendall**	**2011**	**11-12**	**9780495813910**	**Highly Recommended**
	Notes: No content standards. Key Features:					
	Study Guide				9780495905110	
	Instructor's Resource Manual				9780840031372	
	PowerLecture CD-ROM with ExamView Testing				9780495905127	
	Test Bank				9780495911357	
	Lecture Launchers DVD				9780534588458	



IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Character Education

K-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Learning for Life	**Seekers Early Childhood**	**Learning for Life**	**2009**	**EC/Pre-K**	**978-0-8395-4696-2**	**R Recommended w/ Reservations**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Some activities are above preschooler level. Access to library books are needed for majority of lessons, committee did not have access to corresponding readers. All lessons have a home school extension activity. Key Features: There are fifty-eight lesson plans which include topics as: I am Special, I can Listen, Being Brave and Healthy Eating. The lessons are based on eight character traits and life skills section. The lessons are all focused on cognitive, emotional and social skills development. Included in the book is a Youth Protection Program which features a "Parent's Guide to Abuse" a DVD "Play it Safe", and a "Parent Discussion Guide". The video "Play It Safe" features ventriloquist, Ronn Lucas and his friends. The emphasis of the DVD is to teach pre-school children the four rules of personal safety which include: 1) Check First 2) Go with a friend 3) It's my body 4) Tell a trusted friend. A parent discussion guide is included.					
	Seekers Kindergarten Teacher's Edition	**Learning for Life**	**2005**	**K**	**978-0-8395-2105-1**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Access to library books are needed for majority of lessons, committee did not have access to corresponding readers. All lessons have a home school extension activity. Uses praise and rewards. Available in Spanish. Key Features:					
	Seekers Kindergarten Spanish Teacher's Edition				978-0-8395-2161-8	
	Seekers First Grade Teacher's Edition	**Learning for Life**	**2002**	**1**	**978-0-8395-2106-8**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Excellent resource for decision making, acceptiong consequesnces, personal habits, personal safety, and developing good listening skills; however lightly skims over many other concepts. Available in Spanish. Key Features:					
	Seekers First Spanish Teacher's Edition				978-0-8395-2162-6	
	Seekers Second Grade Teacher's Edition	**Learning for Life**	**2002**	**2**	**978-0-8395-2107-5**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Skills would be more applicable if integrated into the everyday curriculum. Available in Spanish. Key Features:					
	Seekers Second Grade Spanish Teacher's Edition				978-0-8395-2163-4	
	Discoverers Third Grade Teacher's Edition	**Learning for Life**	**2002**	**3**	**0-8395-2105-1**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Most lessons are actrivity based and may require more on-going attention over time to substain their importance. Available in Spanish. Key Features:					
	Discoverers Spanish Third Grade Teacher's Edition				0-8395-0532-7	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Learning for Life	**Discoverers Fourth Grade Teacher's Edition**	**Learning for Life**	**2002**	**4**	**0-8395-2109-X**	**R**
	Notes: Recommended as a "Resource Only". Program training required. Teacher edition required for success. Lessons are more telling than teaching, teaches conservation, consumerism, pet care, code of ethics, economics. Few cultural differences mentioned. Requires strong home/school connection. Requires the use of stories or books to teach lessons. Available in Spanish. Key Features:					
	Discoverers Spanish Fourth Grade Teacher's Edition				0-8395-0500-6	
	Challengers Fifth Grade Teacher's Edition	**Learning for Life**	**2002**	**5**	**0-8395-2110-3**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Requires strong home/school connection. Parental tool is excellent, if utilized. Broad spectrum of information. Requires the use of stories or books to teach lessons. Available in Spanish. Key Features: Specifically designed for the cognitive and developmental levels of 5th grade students, the Challengers Fifth Program continues Learning for Life's character education emphasis by integrating components of 8 character traits: 1) Respect, 2) Responsibility, 3) Honesty/Trust, 4) Caring/Fairness, 5) Perseverance, 6) Self-Discipline, 7) Courage, and 8) Citizenship. Life Skill themes such as Money Management and Fire Safety are an added feature.					
	Challengers Sixth Grade Teacher's Edition	**Learning for Life**	**2002**	**6**	**0-8395-2111-3**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required. No reference to various cultures. Program discusses diversity but not during physical activity. Good coverage on decision making skills. Available in Spanish. Key Features:					
	Builders Seventh Grade Teacher's Edition	**Learning for Life**	**2003**	**7**	**0-8395-2112-X**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required. Useful resource in workshops: refusal skills, communication, resisting media manipulation, career exploration; Lightly skims over many other topics. Available in Spanish. Key Features: The Learning for Life seventh grade program is designed to provide community role models to motivate and interact with the youth. Role models meet with a specific class (e.g., English, social studies, and math) and discuss the relationship of that subject to a work situation. These role models, with backgrounds similar to those of the youth, share their personal paths to success, including the pitfalls and the high points. Resource people from the community serve as mentors and role models and give the youth insight into personal decisions, educational goals, and career choices. Life Choices is a computer interactive game that gives students opportunities to practice ethical decision making skills. A series of situations is presented where the student must make a choice. The computer gives the student immediate feedback by providing a consequence of the choices made while playing the game. Reports are given at the end of the game, summarizing how the student performed in some key elements of character. The Life Choices game is included in the 7th grade teacher's edition.					

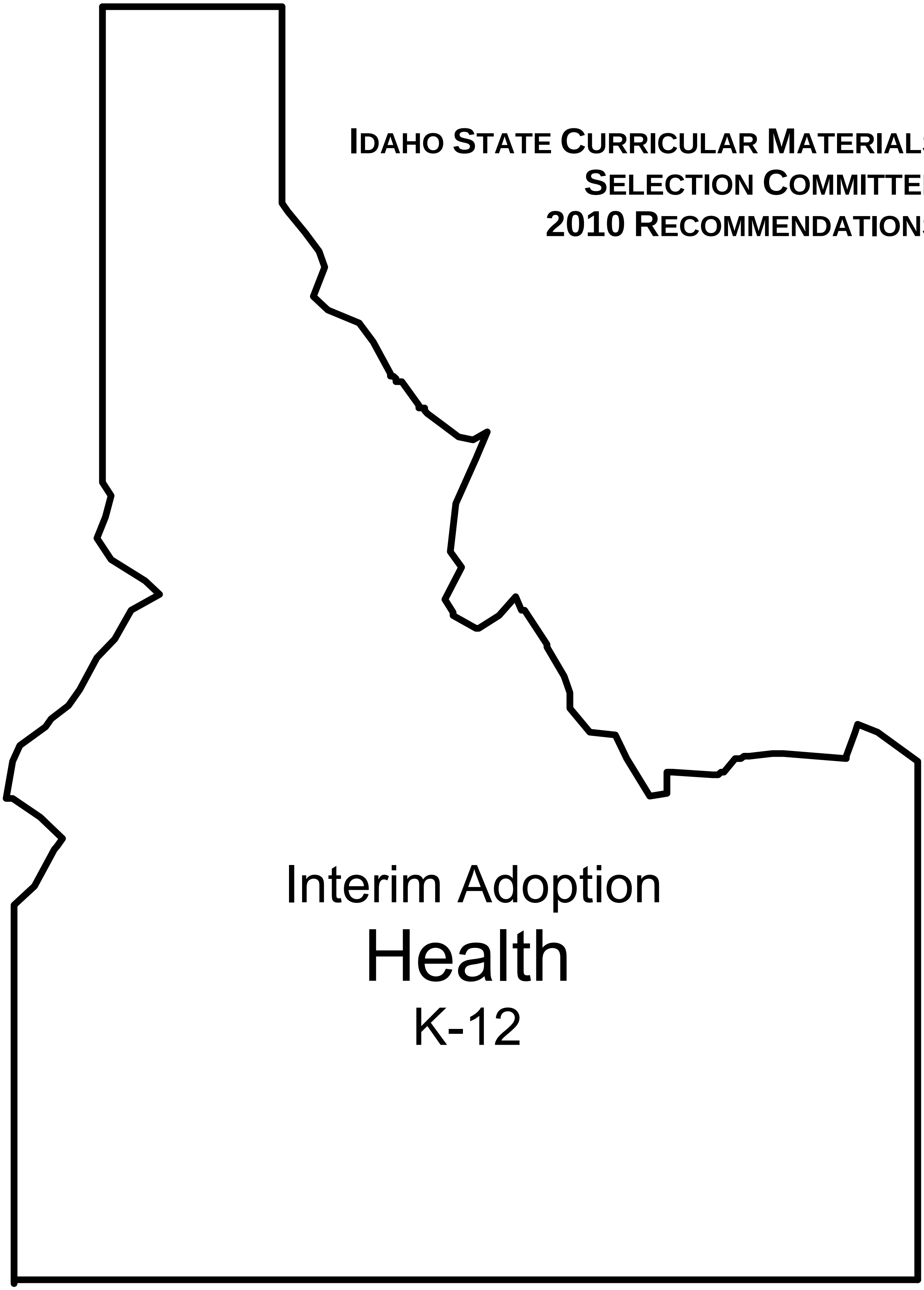
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Learning for Life	**Builders Eighth Grade Teacher's Edition**	**Learning for Life**	**2003**	**8**	**0-8395-2114-6**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Good resource for citizenship, mock trials, building relationships, peer pressure and avoiding manipulation. Available in Spanish. Key Features: The Learning for Life eighth grade program is designed to provide community role models to motivate and interact with the youth. Role models meet with a specific class (e.g., English, social studies, and math) and discuss the relationship of that subject to a work situation. These role models, with backgrounds similar to those of the youth, share their personal paths to success, including the pitfalls and the high points. Resource people from the community serve as mentors and role models and give the youth insight into personal decisions, educational goals, and career choices. A Time to Tell Youth Protection DVD is included with the latest edition of the 8th grade teacher's edition. This presents different scenes that help youth see strategies that are needed to keep them safe. The DVD can play in English or Spanish. A meeting guide for A Time To Tell which can be used with youth ages 11 thru 14. Guide is available at the below link in English and Spanish.					
	Navigators Book One: A Personal Compass for Daily Living Teacher's Edition	**Learning for Life**	**2005**	**9-12**	**0-8395-2029-8**	**R** **Recommended w/ Reservations**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. No table of contents. Scripted Available in Spanish. Key Features:					
	Navigators Book Two: A Roadmap for the Future Teacher's Edition	**Learning for Life**	**2005**	**9-12**	**0-8395-2020-1**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Provides good career guidance.. Available in Spanish. Key Features:					
	Champions Special Needs Teacher's Edition	**Learning for Life**	**2005**	**K-3**	**978-0-8395-2115-0**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required. Contains a safety unit, modesty, grooming, body parts and responsibility. Graphics and content are inappriate for above grade three. Available in Spanish. Key Features:					
	Champions Transition Book Teacher's Edition	**Learning for Life**	**2005**	**9-12**	**978-0-8395-2933-6**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Requires professional development. Useful in training or providing workshops in decision making, career guidance, work habits, managing personal finance. Lightly skims over many topics. Available in Spanish. Key Features:					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Learning for Life	**Leadership Development Guidebook for Teenage Youth Teacher's Edition**	**Learning for Life**	**2005**	**9-12**	**0-8395-2148-0**	**R**
	Notes: Recommended as a "Resource Only". Teacher edition required for success. Appears to be written for a business setting. Leasership training on managing meetings and groups, motivating participants and conducting team building exercises. Available in Spanish. Key Features:					
Robbie Dean Press	**Personal Power Tool Kit (student edition, book, booklet, bracelet)**	**Midge Patzer**	**2010**	**9-12**	**N/A**	**R**
	Notes: Recommended as "Resource Only". Key Features:					
	Teacher Edition: Interactive Co-Authored Journal					
	Student Edition: Interactive Co-Authored Journal					
	Teenagers: Unlocking Personal Power				188974351-8	
	Booklet – A Guide to Personal Power					
	Unlock It Bracelet					
Rosen Classroom	**Best Behavior Single / Single-Copy Set (18 titles)**	**Janine Amos**	**2009**	**K-2**	**978-1-4358-9270-5**	**R**
	Notes: Recommended as a "Resource Only". Key Features:					
	After You				978-1-60754-032-8	
	Don't Do That! How Not to Act				978-1-60754-052-6	
	Don't Say That! Let's Talk Nicely				978-1-60754-054-0	
	Go Away! What Not to Say				978-1-60754-044-1	
	Hello!				978-1-60754-034-2	
	I'm Sorry				978-1-60754-040-3	
	It Won't Work! Let's Try Again				978-1-60754-046-5	
	It's Mine! Let's Try to Share				978-1-60754-048-9	
	Let's Be Kind				978-1-60754-494-4	
	Let's Help Out!				978-1-60754-491-3	
	Let's Make Friends				978-1-60754-499-9	
	Let's Own Up				978-1-60754-505-7	
	Let's Share				978-1-60754-509-5	
	Let's Take Turns				978-1-60754-513-2	
	Move Over! Learning to Share Our Space				978-1-60754-050-2	
	No, Thank You				978-1-60754-036-6	
	Please				978-1-60754-038-0	
	Thank You				978-1-60754-042-7	

Character Education
Grades Pre-K-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom	**Animal Fair Values / Single Copy Set (4 Titles)**	**Felicia Law**	**2010**	**K-2**	**978-1-61533-076-8**	**R**
	Notes: Recommended as a "Resource Only". Key Features:					
	Zanzibar the Zebra: A Tale of Individuality				978-1-60754-807-2	
	Limpopo the Lion: A Tale of Laziness and Lethargy				978-1-60754-808-9	
	Alice the Armadillo: A Tale of Self Discovery				978-1-60754-809-6	
	Darwin the Dolphin: A Tale of Bravery and Courage				978-1-60754-810-2	
Zaner Bloser	**Voices PreK Complete Classroom Package (Components include:** Read-Aloud Trade Books (18 titles); Big Book of Read-Aloud Tales (2); Tell-a-Tale Puppets (44 inserts and 4 holders); Our Little Books (30 titles, 6 copies each); Our Little Take-Home Books (30 titles, 18 copies each); Big Stack of Facts (30 cards); Oral Language Cards (18 cards); Two-in-One Flip Chart; Theme Posters (6, one for each theme); Concept and Picture Word Cards (2 sets of 200 cards); Read-Along CDs (6); Sing-Along CD; Zee Bee Plush Puppet; Teacher Editions (6, one for each theme); Teacher Resource Book; Activity Book; Assessment Handbook; Teaching Routine Cards (40 cards)	**Catherine Snow, Ph.D. and Robert Selman, Ph.D., Patrick C. Walker, Ph.D., Maria Carlo, Ph.D., Terri Purcell, Ph.D., Cynthia Tyson, Ph.D.,**	**2010**	**PreK**	**9780736764230**	**Highly Recommended**
	Key Features:					

*No state specific content standards. Content reviewed according to related content standards within health, social studies and physical education standards.



IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Interim Adoption

Health

K-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
CAMH Centre for Prevention Science (Interim 2010)	**Youth Relationships Program featuring the Fourth R for Healthy Relationships** (A Relationship-Based Program for Seventh Grade Students in the State of Idaho)	**Debbie Townsley, Ray Hughes**	**Sept., 2009**	**7**	**N/A**	**R See Notes**
	Notes: Recommended as a "Resource Only". Program focuses on relationships and sexual health. Correlates 83% to national health standards for relationships and sexual health. Key Features: Fourth R initiatives use best practice approaches to target multiple forms of violence, including bullying, dating violence, peer violence, and group violence. By building healthy school environments we provide opportunities to engage students in developing healthy relationships and decision-making to provide a solid foundation for their learning experience. Increasing youth relationship skills and targeting risk behaviour with a harm reduction approach empowers adolescents to make healthier decisions about relationships, substance use and sexual behaviour. It provides teens with opportunities to learn general communications skills and practice specific strategies, using skills practice and role play, to build healthier relationships and reduce risk of violence. It also addresses the influence of media. The program provides whole-class, small group, and dyadic discussion opportunities to process the issues with peers and the teacher, as well as opportunities to examine individual values, beliefs, boundaries and limits.					
	Supporting Materials: Laminated Resources; Guidelines for Respondent; Quiz, Quiz, Trade Cards; True & False Laminated Cards; Advertisement Cards; Terms & Definition Cards; Categories of Drugs Cards. DVD Resource: Skills for Effective Relationships; CD Resource – Electronic master files of handouts, overheads, and evaluation measures					
CAMH Centre for Prevention Science (Interim 2010)	**Youth Relationships Program featuring the Fourth R for Healthy Relationships** (A Relationship-Based Program for Seventh Grade Students in the State of Idaho)	**Debbie Townsley, Ray Hughes, Claire Crooks**	**Sept., 2009**	**8**	**N/A**	**R 82%**
	Notes: Recommended as a "Resource Only". Correlates 83% to national health standards. Program focuses on relationships and sexual health. Key Features:					
	Supporting Materials: Laminated Resources; Guidelines for Respondent Poster; Quiz, Quiz, Trade cards; Forms of Violence Cards; Four Corners cards; Media Ad Cards. DVD Resources: Skills for Effective Relationships;Role Play Examples and Debriefing; CD Resource – Electronic master files of handouts, overheads, and evaluation measures.Key Features:					
ETR Associates (Interim 2010)	**Reducing the Risk: Building Skills to Prevent Pregnancy, STD & HIV**	**Richard P. Barth**	**2004**	**6-8**		**R 83%**
	Notes: Recommended as a "Resource Only". Correlates 78% to national health standards. Program focuses on relationships and sexual health. Key Features:					
	Reducing the Risk: Student Handbook					

*correlation to Health Content Standards.
*Correlation to National Health Education Standards noted above under key features.

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
HealthTeacher Inc. (Interim 2010)	**HealthTeacher.com**	**Middleton, et. al.**	**2010**	**K-2**	**9780615373553**	**Highly Recommended 97%**
	Notes: Requires technology and interness access. Correlated 98% to National Standards. Key Features:					
HealthTeacher Inc. (Interim 2010)	**HealthTeacher.com**	**Middleton, et. al.**	**2010**	**3-5**	**9780615373553**	**Highly Recommended 93%**
	Notes: Requires technology and interness access. Correlated 93% to National Standards. Key Features:					
HealthTeacher Inc. (Interim 2010)	**HealthTeacher.com**	**Middleton, et. al.**	**2010**	**6-8**	**9780615373553**	**Highly Recommended 98%**
	Notes: Requires technology and interness access. Correlated 99% to National Standards. Key Features:					
HealthTeacher Inc. (Interim 2010)	**HealthTeacher.com**	**Middleton, et. al.**	**2010**	**9-12**	**9780615373553**	**Highly Recommended 97%**
	Notes: Requires technology and interness access. Correlated 97% to National Standards. Key Features:					
Robbie Dean Press (Interim 2010)	**Personal Power Tool Kit (student edition, book, booklet, bracelet)**	**Midge Patzer**	**2010**	**9-12**		**R**
	Notes: Recommended as "Resource Only". Key Features: Is a curriculum using an approach to facilitate understanding and guiding teens in charming their own personal power. It uses the basis of philosophy relying on communication skills that are effective in any relationship, examines these skills and offers insights into the particular complexities of the teen years that create obstacles in the simplest interactions.					
	Teacher Edition: Interactive Co-Authored Journal					
	Student Edition: Interactive Co-Authored Journal					
	Teenagers: Unlocking Personal Power				188974351-8	
	Booklet – A Guide to Personal Power					
	Unlock It Bracelet					

*correlation to Health Content Standards.

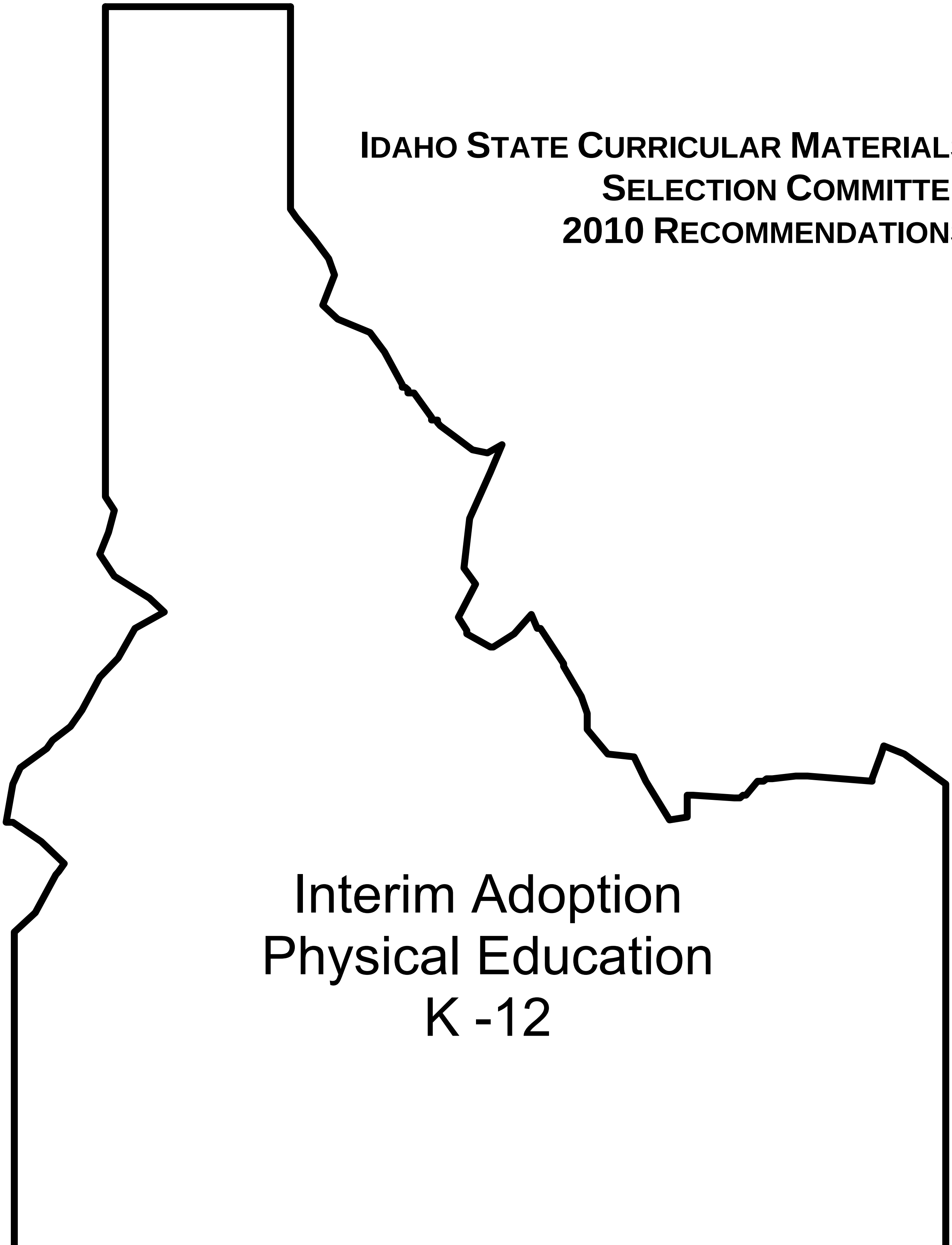
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Rosen Classroom (Interim 2010)	**Teen Health and Wellness – 500 students or less per site**	**Various authors**	**2007**	**6-12**	**978-1-4042-9056-3A**	**R 6-8 = 21% 9-12 = 20%**
	Notes: Recommended as a "Resource Only". Requires technology and internet connectivity. Only addresses standard 1. National Standards correlates 19% at grade 6-8 and 20% at grade 9-12. 97% correlation to Standard 1. Key Features: Teen Health and Wellness: Real Life, Real Answers, the award-winning, critically acclaimed database from Rosen, provides students with comprehensive curricular support and self-help tools on topics including diseases, drugs, alcohol, nutrition, fitness, obesity, mental health, diversity, family life, work readiness, bullying and school violence, green/environmentally-friendly living, and more. This information-rich, attractive, and easily used database has solid information … perfect for work done in health classes, family living classes, and for reports in social studies and language arts.					
	Teen Health and Wellness – 501-1,000 students per site				97814042-9056-3B	
	Teen Health and Wellness – 1,000 to 3,000 students per site				97814042-9056-3C	
Seattle King County Public Health (Interim 2010)	**4/5/6 F.L.A.S.H. (Family Life and Sexual Health)**	**Elizabeth Reis**	**2005**	**4/5/6**		**R Highly Recommended See Notes**
	Notes: Not a health curriculum, comprehensive program for sex education. Correlation to the sex ual health strand at grades 4-5 is 87% and 81% at grade 6. National Standards correlation to sexual health strand at grades 4-5 =81% and 74%. Teacher guide with student handouts, no independent student book. Key Features:					
Seattle King County Public Health (Interim 2010)	**7/8 F.L.A.S.H. (Family Life and Sexual Health)**	**Elizabeth Reis**	**2006**	**7/8**		**R Highly Recommended See Notes**
	Notes: Not a health curriculum, comprehensive program for sex education. Correlation to the sex ual health strand at grades 7-8 = 92% and 89% to National Standards. Teacher guide with student handouts, no independent student book. Key Features:					
Seattle King County Public Health (Interim 2010)	**9/10 F.L.A.S.H. (Family Life and Sexual Health)**	**Elizabeth Reis**	**2006**	**9/10**		**R Highly Recommended See Notes**
	Notes: Not a health curriculum, comprehensive program for sex education. Correlation to the sex ual health strand at grades 9-12 = 90% and 86% to National Standards. Teacher guide with student handouts, no independent student book. Key Features:					

*correlation to Health Content Standards.

Health
Grades K-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Seattle King County Public Health (Interim 2010)	**11/12 F.L.A.S.H. (Family Life and Sexual Health)**	**Elizabeth Reis**	**2006**	**11/12**		**R** **Highly Recommended** **See Notes**
	Notes: Not a health curriculum, comprehensive program for sex education. Correlation to the sex ual health strand at grades 9-12 = 94% and 93% to National Standards. Teacher guide with student handouts, no independent student book. Key Features:					
Seattle King County Public Health (Interim 2010)	**Special Education F.L.A.S.H. (Family Life and Sexual Health)**	**Elizabeth Reis**	**2006**	**Special Ed. 6-12**		**R** **Highly Recommended** **See Notes**
	Notes: Not a health curriculum, comprehensive program for sex education. Correlation to the sex ual health strand at grades 6-8 is 50% and 71% at grade 9-12. National standards correlation to sexual health strand at grades 6-8 =58% and 54% at grade 9-12 . Teacher guide with student handouts, no independent student book. Key Features:					

*correlation to Health Content Standards.
*Correlation to National Health Education Standards noted above under key features.



IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Interim Adoption
Physical Education
K -12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Focused Fitness (Interim 2010)	**Five for Life Basic Program Kit**	**Focused Fitness**	**2003**	**K-5**	**1884**	**R** **Recommended w/ Reservations K-2 = 2% 3-5 = 1%**
	Notes: Recommended as a "Resource Only". Skill development in basic movements & transitions to lead up to games are missing Correlates 1% to National Physical Education Standards. Key Features: Contains important health information on nutrition, body systems and fitness.					
	Basic Instructional Manual		2003	K-5	1871	
	Nutrition Kit		2004	K-12	1874	
	Circuit Training Kit		2005	K-12	1873	
	Dynamic Workout DVD		2004	K-12	1866	
	Basic Measurements DVD		2005	K-12	1867	
Focused Fitness (Interim 2010)	**Five for Life Intermediate Program Kit**	**Focused Fitness**	**2003**	**6-8**	**1890**	**R** **Recommended w/ Reservations 33%**
	Notes: Recommended as a "Resource Only". Good resource for health curriculum. Skill development in basic movements & transitions to lead up to games are missing. Correlates 29% to National Physical Education Standards. Key Features: Contains important health information on nutrition, body systems and fitness.					
	Intermediate Instructional Manual		2003	6-8	1891	
	Nutrition Kit		2004	K-12	1874	
	Circuit Training Kit		2005	K-12	1873	
	Dynamic Workout DVD		2004	K-12	1866	
	Advanced Measurements DVD		2005	K-12	1868	
Focused Fitness (Interim 2010)	**Five for Life Advanced Program Kit**	**Focused Fitness**	**2003**	**9-12**	**1885**	**R** **Recommended w/ Reservations 40%**
	Notes: Recommended as a "Resource Only". A resource for a health curriculum or to teach health concepts in a physical education course. Students are not engaged in movement activities for long periods of time. Activities are not challenging enough to use at the high school level. Correlates 53% to National Physical Education Standards. Key Features: Contains important health information on nutrition, body systems and fitness.					
	Advanced Instructional Manual		2003	9-12	1872	
	Nutrition Kit		2004	K-12	1874	
	Circuit Training Kit		2005	K-12	1873	
	Dynamic Workout DVD		2004	K-12	1866	
	Advanced Measurements DVD		2005	K-12	1868	
Focused Fitness (Interim 2010)	**Physical Activity Program**	**Focused Fitness**	**2009**	**K-5**	**1863**	**R** **Recommended w/ Reservations K-2 = 42% 3-5 = 80%**
	Notes: Recommended as a "Resource Only". Acitivies support health related curriculum, but does not cover the standards about developing & maintaining fitness skill development. Multiple tag games with no skill development. Key Features: Contains important health information on nutrition, body systems and fitness.					

Physical Education
Grades K-5

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Focused Fitness (Interim 2010)	**WELPRO Software**	**Focused Fitness**	**2004**	**K-12**		**R**
	Notes: Recommended as "Teacher Resource Only". A teacher resource to create templates for scoring accessments and behavior logs. Can personalize logs for students and classes on-line use. Log samples included in curriculum. Key Features: Contains important health information on nutrition, body systems and fitness.					

*Correlation to Physical Education Content Standards
*Correlation to National Physical Education Standards noted above under key features.

IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Interim Adoption

Humanities: World Language and Art 6 -12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Exploratory World Language Courses						
EMC Publishing, LLC (Interim 2010)	**Exploring Spanish, 3E**	**Joan Sheeran**	**2008**	**6-8**	**9780821940396**	**See Notes**
	Notes: Recommended as Pre-level I, as an explorative course in middle school. Correlates 88% to level I. Contains no formal grammar. Provides good introduction to language. Key Features: This text generates enthusiasm through a friendly, visual approach and involves students with the spoken language from the very first lesson. Twenty thematic units expose students to a variety of words, expressions, and structures, and provide a taste of the food, art, music, and literature of Spanish-speaking countries. It helps students understand the culture of Spanish-speaking countries while developing an appreciation of their own culture.					
	Workbook				9780821934760	
	Audio CDs				9780821939178	
	Downloadable Audio				9780821941317	
	Symtalk Symbol Cards				9780821938577	
	Overhead Transparencies				9780821934777	
	Transparencies Online				9780821956069	
	Teacher's Guide				9780821934753	
	Exploring Spanish Teacher Package with Audio CDs				9780821934784	
	Exploring Spanish Teacher Package with Downloadable Audio				9780821941430	
EMC Publishing, LLC (Interim 2010)	**Exploring French, 3E**	**Joan Sheeran**	**2008**	**6-8**	**9780821940402**	**See Notes**
	Notes: Recommended as Pre-level I, as an explorative course in middle school. Correlates 82% to level I. Key Features: This text generates enthusiasm through a friendly, visual approach and involves students with the spoken language from the very first lesson. Twenty thematic units expose students to a variety of words, expressions, and structures, and provide a taste of the food, art, music, and literature of French-speaking countries. It helps students understand the culture of French-speaking countries while developing an appreciation of their own culture.					
	Workbook				9780821934814	
	Audio CDs				9780821939154	
	Downloadable Audio				9780821941331	
	Symtalk Symbol Cards				9780821938577	
	Overhead Transparencies				9780821934821	
	Transparencies Online				9780821956076	
	Teacher's Guide				9780821934807	
	Exploring French Teacher Package with Audio CDs				9780821934838	
	Exploring French Teacher Package with Downloadable Audio				9780821941454	

World Language
Grades 6-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC (Interim 2010)	**Exploring German, 3E**	**Joan Sheeran**	**2008**	**6-8**	**9780821940419**	**See Notes**
	Notes: Recommended as Pre-level I, as an explorative course in middle school. Correlates 72% to level I. Limited instruction in grammatical and sentence structures. Weak in somecultural contexts and historical events. Key Features: This text generates enthusiasm through a friendly, visual approach and involves students with the spoken language from the very first lesson. Twenty thematic units expose students to a variety of words, expressions, and structures, and provide a taste of the food, art, music, and literature of German-speaking countries. It helps students understand the culture of German-speaking countries while developing an appreciation of their own culture.					
	Workbook				9780821934869	
	Audio CDs				9780821939215	
	Downloadable Audio				9780821941324	
	Symtalk Symbol Cards				9780821938577	
	Overhead Transparencies				9780821934876	
	Transparencies Online				9780821956083	
	Teacher's Guide				9780821934852	
	Exploring German Teacher Package with Audio CDs				9780821934883	
	Exploring German Teacher Package with Downloadable Audio				9780821941447	
EMC Publishing, LLC (Interim 2010)	**Exploring Chinese, 1E (Softcover)**	**Joan Sheeran**	**2008**	**6-8**	**9780821938881**	
	Notes: Recommended as Pre-level I, as an explorative course in middle school. Correlates 44% to level I. Teacher edition required. Listening activities hard to find. Written forms based on Pinyin, not characters. Key Features: This text generates enthusiasm through a friendly, visual approach and involves students with the spoken language from the very first lesson. Twenty thematic units expose students to a variety of words, expressions, and structures, and provide a taste of the food, art, music, and literature of Chinese-speaking countries. It helps students understand the culture of Chinese-speaking countries while developing an appreciation of their own culture. Content is presented in both pinyin and Chinese characters					
	Workbook				9780821938904	
	Audio CDs				9780821941560	
	Downloadable Audio				9780821941355	
	Symtalk Symbol Cards				9780821938928	
	Overhead Transparencies				9780821938911	
	Transparencies Online				9780821956045	
	Teacher's Guide				9780821938898	
	Exploring Chinese Teacher Package with Audio CDs				9780821938935	
	Exploring Chinese Teacher Package with Downloadable Audio				9780821941478	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
French						
EMC Publishing, LLC (Interim 2010)	**C'est à toi! Level One, 2E**	**Karla Winther Fawbush, et al**	**2007**	**7-12**	**9780821932568**	**95%**
	Notes: Lacking some emphasis on question words, formal/informal address & politeness in social exchanges. Key Features: This is a proficiency-oriented text with functional objectives for each unit, and uses a stimulating mix of interactive exercises, realistic situations, practical information, and role-playing activities. It emphasizes through illustrations, photos, and thematic readings the daily experiences encountered by young adults. Provides open-ended, engaging communicative activities, lively, authentic cultural coverage, engaging technology components, and intensive, varied practice opportunities rooted in authentic applications.					
	Interactive Textbook on CD				9780821933398	
	Interactive Textbook Online				9780821938690	
	Annotated Teacher's Edition				9780821932582	
	Annotated Teacher's Edition on CD				9780821932599	
	Workbook				9780821932605	
	Workbook Teacher's Edition				9780821932612	
	Communicative Activities				9780821932629	
	Activities for Proficiency				9780821932636	
	Grammar and Vocabulary Exercises				9780821932643	
	TPR Storytelling Manual				9780821932650	
	Program Manager with Daily Lesson Planner				9780821932667	
	Middle School Resources Part 1				9780821932674	
	Middle School Resources Part 2				9780821932681	
	Listening Activities on Audio CD				9780821932698	
	Assessment Program with Audio CD and DVD				9780821932711	
	Lesson Planner and EXAMVIEW Assessment Suite (Levels 1-3)				9780821955857	
	Transparencies Online				9780821956106	
	Overhead Transparencies				9780821932773	
	Audio CD Program				9780821932780	
	DVD Program				9780821932827	
	French *i-Culture* site license				9780821933497	
EMC Publishing, LLC (Interim 2010)	**C'est à toi! Level Two, 2E**	**Karla Winther Fawbush, et al**	**2007**	**8-12**	**9780821932841**	**96%**
	Notes: Lacks communication of "preferences" and varied forms of language use. Key Features: This is a proficiency-oriented text with functional objectives for each unit, and uses a stimulating mix of interactive exercises, realistic situations, practical information, and role-playing activities. It emphasizes through illustrations, photos, and thematic readings the daily experiences encountered by young adults. Provides open-ended, engaging communicative activities, lively, authentic cultural coverage, engaging technology components, and intensive, varied practice opportunities rooted in authentic applications.					
	Interactive Textbook on CD				9780821933404	
	Interactive Textbook Online				9780821938706	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC (Interim 2010)	**C'est à toi! Level Two, 2E** (Continued)		**2007**	**8-12**		
	Annotated Teacher's Edition				9780821932865	
	Annotated Teacher's Edition on CD				9780821932872	
	Workbook				9780821932889	
	Workbook Teacher's Edition				9780821932896	
	Communicative Activities				9780821932902	
	Activities for Proficiency				9780821932919	
	Grammar and Vocabulary Exercises				9780821932926	
	Program Manager with Daily Lesson Planner				9780821932933	
	Listening Activities on Audio CD				9780821932940	
	Assessment Program with Audio CD and DVD				9780821932964	
	Lesson Planner and EXAMVIEW Assessment Suite (Levels 1-3)				9780821955857	
	Transparencies Online				9780821956113	
	Overhead Transparencies				9780821933022	
	Audio CD Program				9780821933039	
	DVD Program				9780821933077	
	French *i-Culture* site license				9780821933497	
EMC Publishing, LLC (Interim 2010)	**C'est à toi! Level Three, 2E**	**Karla Winther Fawbush, et al**	**2007**	**9-12**	**9780821933091**	**96%**
	Notes: Key Features: This is a proficiency-oriented text with functional objectives for each unit, and uses a stimulating mix of interactive exercises, realistic situations, practical information, and role-playing activities. It emphasizes through illustrations, photos, and thematic readings the daily experiences encountered by young adults. Provides open-ended, engaging communicative activities, lively, authentic cultural coverage, engaging technology components, and intensive, varied practice opportunities rooted in authentic applications.					
	Interactive Textbook on CD				9780821933411	
	Interactive Textbook Online				9780821938713	
	Annotated Teacher's Edition				9780821933114	
	Annotated Teacher's Edition on CD				9780821933121	
	Workbook				9780821933138	
	Workbook Teacher's Edition				9780821933145	
	Communicative Activities				9780821933152	
	Grammar and Vocabulary Exercises				9780821933169	
	Program Manager with Daily Lesson Planner				9780821933176	
	Listening Activities on Audio CD				9780821933183	
	Assessment Program with Audio CD and DVD				9780821933206	
	Lesson Planner and EXAMVIEW Assessment Suite (Levels 1-3)				9780821955857	
	Transparencies Online				9780821956120	
	Overhead Transparencies				9780821933268	
	Audio CD Program				9780821933275	
	DVD Program *Me Voilà!*				9780821936184	
	French *i-Culture* site license				9780821933497	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
German						
EMC Publishing, LLC (Interim 2010)	**Deutsch Aktuell 1, 6E**	**Wolfgang Kraft**	**2010**	**9-12**	**9780821952054**	**91%**
	Notes: CD's necessary for listening exercises. Key Features: This is a proficiency-oriented text with functional objectives for each unit, and uses a stimulating mix of interactive exercises, realistic situations, practical information, and role-playing activities. It emphasizes through illustrations, photos, and thematic readings the daily experiences encountered by young adults. Provides open-ended, engaging communicative activities, lively, authentic cultural coverage, engaging technology components, and intensive, varied practice opportunities rooted in authentic applications.					
	Textbook Online				9780821954485	
	Textbook on CD				9780821954478	
	Annotated Teacher's Edition				9780821954492	
	Workbook				9780821954508	
	Workbook Online				9780821954515	
	Workbook Teacher's Edition				9780821954522	
	Communicative Activities				9780821954546	
	Grammar and Vocabulary Exercises Online				9780821954553	
	TPR Storytelling Manual				9780821954577	
	Plan, Listen, and Assess Pack with Audio CDs				9780821954584	
	Plan, Listen, and Assess Pack with Downloadable Audio				9780821954645	
	Electronic Overhead Transparencies CD				9780821954690	
	DVD Program: *Treffpunkt Berlin*				9780821954706	
	Freunde in Deutschland DVD				9780821955079	
	German i-Culture site license				9780821933503	
EMC Publishing, LLC (Interim 2010)	**Deutsch Aktuell 2, 6E**	**Wolfgang Kraft**	**2010**	**9-12**	**9780821952061**	**83%**
	Notes: Teacher edition required, CD's required for listening exercises. Key Features: This is a proficiency-oriented text with functional objectives for each unit, and uses a stimulating mix of interactive exercises, realistic situations, practical information, and role-playing activities. It emphasizes through illustrations, photos, and thematic readings the daily experiences encountered by young adults. Provides open-ended, engaging communicative activities, lively, authentic cultural coverage, engaging technology components, and intensive, varied practice opportunities rooted in authentic applications.					
	Textbook Online				9780821954737	
	Textbook on CD				9780821954720	
	Annotated Teacher's Edition				9780821954744	
	Workbook				9780821954751	
	Workbook Online				9780821954768	
	Workbook Teacher's Edition				9780821954775	
	Communicative Activities				9780821954799	
	Grammar and Vocabulary Exercises Online				9780821954805	

World Language
Grades 6-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC (Interim 2010)	**Deutsch Aktuell 2, 6E** (Continued)		**2010**	**8-12**		
	Plan, Listen, and Assess Pack with Audio CDs				9780821954829	
	Plan, Listen, and Assess Pack with Downloadable Audio				9780821954881	
	Electronic Overhead Transparencies CD				9780821954904	
	DVD Program: Treffpunkt Berlin				9780821954911	
	German i-Culture site license				9780821933503	
EMC Publishing, LLC (Interim 2010)	**Deutsch Aktuell 3, 6E**	**Wolfgang Kraft**	**2010**	**9-12**	**9780821952078**	**92%**
	Notes: Teacher edition required, CD's required for listening exercises. Excellent historical information. Lots of authentic listening materials. Key Features: This is a proficiency-oriented text with functional objectives for each unit, and uses a stimulating mix of interactive exercises, realistic situations, practical information, and role-playing activities. It emphasizes through illustrations, photos, and thematic readings the daily experiences encountered by young adults. Provides open-ended, engaging communicative activities, lively, authentic cultural coverage, engaging technology components, and intensive, varied practice opportunities rooted in authentic applications.					
	Annotated Teacher's Edition				9780821954935	
	Workbook				9780821954942	
	Workbook Online				9780821954959	
	Workbook Teacher's Edition				9780821954966	
	Plan, Listen, and Assess Pack with Audio CDs				9780821954980	
	Plan, Listen, and Assess Pack with Downloadable Audio				9780821955031	
	DVD Program: *Treffpunkt Berlin*				9780821955055	
	German *i-Culture* site license				9780821933503	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Spanish						
EMC Publishing, LLC (Interim 2010)	**¡Aventura! 1**	**Alejandro Vargas Bonilla**	**2009**	**9-12**	**9780821939673**	**Highly Recommended 98%**
	Notes: Teacher edition required. Key Features: This text uses vibrant culture and an effective spiraling technique to guide students through the Spanish-speaking world. Various activity formats encourage comprehension and retention. Students rapidly develop into communicators using new vocabulary and language patterns. Activities included in the textbook, workbook, and electronic supplements help engage every student.					
	Interactive Textbook Online				9780821946664	
	Interactive Textbook on CD				9780821939710	
	Annotated Teacher's Edition				9780821939680	
	Workbook				9780821939697	
	Workbook Online				9780821946671	
	Workbook Teacher's Edition				9780821939703	
	Communicative Activities				9780821939734	
	Activities for Proficiency				9780821939741	
	Grammar and Vocabulary Exercises				9780821939758	
	Grammar and Vocabulary Exercises Online				9780821958490	
	Grammar and Vocabulary Exercises Teacher's Edition				9780821939765	
	TPR Storytelling Manual				9780821939772	
	Lesson Planner on CD				9780821940716	
	Materiales para hispanohablantes nativos set				9780821939802	
	Overhead Transparencies				9780821939826	
	Test Booklet with Audio CDs and Quizzes				9780821940945	
	Test Booklet with Downloadable Audio and Quizzes				9780821940976	
	Test Booklet with Audio CDs, Quizzes, and EXAMVIEW®				9780821940983	
	Test Booklet with Downloadable Audio, Quizzes, and EXAMVIEW®				9780821940990	
	Textbook Audio Program with Audio CDs				9780821939833	
	Textbook Audio Program with Downloadable Audio				9780821940709	
	Listening Activities with Audio CDs				9780821939789	
	Listening Activities with Downloadable Audio				9780821939727	
	Electronic Overhead Transparencies CD with Audio				9780821941164	
	DVD Program: *El cuarto misterioso*				9780821939840	
	¡Aventureros! Videos with Activities CD				9780821940426	
	Electronic Flash Card Maker CD				9780821941171	
	Electronic Flash Card Maker Online				9780821955109	
	¡Otra Vez! Interactive Flash Card Maker Teacher's Edition CD				9780821941188	
	¡Aventura! Juegos CD				9780821941195	
	Spanish i-Culture site license				9780821933480	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC (Interim 2010)	**¡Aventura! 2**	**Alejandro Vargas Bonilla**	**2009**	**9-12**	**9780821939895**	**100%**
	Notes: Teacher edition is required to meet all standards. Key Features: This text uses vibrant culture and an effective spiraling technique to guide students through the Spanish-speaking world. Various activity formats encourage comprehension and retention. Students rapidly develop into communicators using new vocabulary and language patterns. Activities included in the textbook, workbook, and electronic supplements help engage every student.					
	Interactive Textbook Online				9780821946688	
	Interactive Textbook on CD				9780821939932	
	Annotated Teacher's Edition				9780821939901	
	Workbook				9780821939918	
	Workbook Online				9780821946695	
	Workbook Teacher's Edition				9780821939925	
	Communicative Activities				9780821939956	
	Activities for Proficiency				9780821939963	
	Grammar and Vocabulary Exercises				9780821939970	
	Grammar and Vocabulary Exercises Online				9780821958506	
	Grammar and Vocabulary Exercises Teacher's Edition				9780821939987	
	Lesson Planner on CD				9780821939949	
	Materiales para hispanohablantes nativos set				9780821940020	
	Overhead Transparencies				9780821940051	
	Test Booklet with Audio CDs and Quizzes				9780821941065	
	Test Booklet with Downloadable Audio and Quizzes				9780821941096	
	Test Booklet with Audio CDs, Quizzes, and EXAMVIEW®				9780821941102	
	Test Booklet with Downloadable Audio, Quizzes, and EXAMVIEW®				9780821941119	
	Textbook Audio Program with Audio CDs				9780821940068	
	Textbook Audio Program with Downloadable Audio				9780821940730	
	Listening Activities with Audio CDs				9780821939994	
	Listening Activities with Downloadable Audio				9780821940747	
	Electronic Overhead Transparencies CD with Audio				9780821941201	
	DVD Program: *El cuarto misterioso*				9780821940082	
	¡Aventureros! Videos with Activities CD				9780821940457	
	Electronic Flash Card Maker CD				9780821941218	
	Electronic Flash Card Maker Online				9780821955147	
	¡Otra vez! Interactive Flash Card Maker Teacher's Edition CD				9780821941225	
	¡Aventura! Juegos CD				9780821941232	
	Spanish i-Culture site license				9780821933480	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC (Interim 2010)	**¡Aventura! 3**	**Alejandro Vargas Bonilla**	**2009**	**9-12**	**9780821940105**	**100%**
	Notes: Teacher edition is required to meet standards adequately. Comprehensible input is limited to only a few. Key Features: This text uses vibrant culture and an effective spiraling technique to guide students through the Spanish-speaking world. Various activity formats encourage comprehension and retention. Students rapidly develop into communicators using new vocabulary and language patterns. Activities included in the textbook, workbook, and electronic supplements help engage every student.					
	Interactive Textbook Online				9780821946701	
	Interactive Textbook on CD				9780821940143	
	Annotated Teacher's Edition				9780821940112	
	Workbook				9780821940129	
	Workbook Online				9780821946718	
	Workbook Teacher's Edition				9780821940136	
	Communicative Activities				9780821940167	
	Grammar and Vocabulary Exercises				9780821940174	
	Grammar and Vocabulary Exercises Online				9780821958513	
	Grammar and Vocabulary Exercises Teacher's Edition				9780821940181	
	Lesson Planner on CD				9780821940150	
	Overhead Transparencies				9780821940228	
	Test Booklet with Audio CDs and Quizzes				9780821941003	
	Test Booklet with Downloadable Audio and Quizzes				9780821941034	
	Test Booklet with Audio CDs, Quizzes, and EXAMVIEW®				9780821941041	
	Test Booklet with Downloadable Audio, Quizzes, and EXAMVIEW®				9780821941058	
	Textbook Audio Program with Audio CDs				9780821940235	
	Textbook Audio Program with Downloadable Audio				9780821940761	
	Listening Activities with Audio CDs				9780821940198	
	Listening Activities with Downloadable Audio				9780821940778	
	Electronic Overhead Transparencies CD with Audio				9780821941249	
	DVD Program: *El cuarto misterioso*				9780821940259	
	¡Aventureros! Videos with Activities CD				9780821940488	
	Electronic Flash Card Maker CD				9780821941256	
	Electronic Flash Card Maker Online				9780821955185	
	¡Otra vez! Interactive Flash Card Maker Teacher's Edition CD				9780821941263	
	¡Aventura! Juegos CD				9780821941270	
	Spanish *i-Culture* site license				9780821933480	

World Language
Grades 6-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
EMC Publishing, LLC (Interim 2010)	**¡Aventura! 4**	**Alejandro Vargas Bonilla**	**2009**	**9-12**	**9780821939406**	**96%**
	Notes: Teacher edition is required. Need CD's for listening exercises. Key Features: This text uses vibrant culture and an effective spiraling technique to guide students through the Spanish-speaking world. Various activity formats encourage comprehension and retention. Students rapidly develop into communicators using new vocabulary and language patterns. Activities included in the textbook, workbook, and electronic supplements help engage every student.					
	Textbook Online				9780821955222	
	Textbook on CD				9780821955239	
	Annotated Teacher's Edition				9780821939420	
	Workbook				9780821939413	
	Workbook Teacher's Edition				9780821939437	
	Test Booklet with Audio CDs and Quizzes				9780821939482	
	Test Booklet with Downloadable Audio and Quizzes				9780821939543	
	Textbook Audio Program with Audio CDs				9780821939499	
	Textbook Audio Program with Downloadable Audio				9780821939475	
	Listening Activities Package with Audio CDs				9780821939444	
	Listening Activities Package with Downloadable Audio				9780821939468	
	DVD Program: *Aventuras culturales*				9780821939529	
	¡Aventureros! Videos with Activities CD				9780821940518	
	Spanish *i-Culture* site license				9780821933480	
EMC Publishing, LLC (Interim 2010)	**¡A toda vela!**	**Carmen Herrera**	**2008**	**9-12**	**9780821937143**	**100%**
	Notes: Teacher edition is required. Need CD's for listening exercises. Lots of internet articles. Has many higher order thinking activities. Key Features: This text uses vibrant culture and an effective spiraling technique to guide students through the Spanish-speaking world. Various activity formats encourage comprehension and retention. Students rapidly develop into communicators using new vocabulary and language patterns. Activities included in the textbook, workbook, and electronic supplements help engage every student.					
	Textbook Online				9780821955260	
	Textbook on CD				9780821955277	
	Annotated Teacher's Edition				9780821937150	
	Annotated Teacher's Edition with Textbook Audio CDs				9780821938768	
	Annotated Teacher's Edition with Textbook Downloadable Audio				9780821938751	
	Workbook				9780821937167	
	Audio CDs for Workbook				9780821940549	
	Workbook with Audio CDs for Workbook				9780821938744	
	Workbook with Downloadable Audio for Workbook				9780821940792	
	Workbook Answer Key				9780821937174	
	Workbook, Workbook Answer Key, and Audio CDs for Workbook				9780821941706	
	Workbook, Workbook Answer Key, and Downloadable Audio for Workbook				9780821941690	
	EXAMVIEW® with Assessment CDs				9780821938256	
	EXAMVIEW® with Assessment Downloadable Audio				9780821938263	
	Web Activities Access (per student)				9780821940587	
	Spanish *i-Culture* site license				9780821933480	

*Correlation to World alnguage Content Standards

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
ART						
Garth Stevens Classroom	**Lives of the Artists / Set of 7 Titles**	**Various Authors**	**2004/2005**	**5-8**	**978-0-8368-5719-1**	**R**
	Notes: Recommended as "Resource Only". Biographical titles to support art history curriculum. Key Features:					
	Claude Monet	Sean Connolly	2005	5-8	978-0-8368-5655-2	
	Leonardo da Vinci	Antony Mason	2004	5-8	978-0-8368-5604-0	
	Marc Chagall	Antony Mason	2005	5-8	978-0-8368-5654-5	
	Michelangelo	Sean Connolly	2004	5-8	978-0-8368-5605-7	
	Pablo Picasso	Susie Hodge	2004	5-8	978-0-8368-5606-4	
	Rembrandt	Antony Mason	2005	5-8	978-0-8368-5656-9	
	Vincent van Gogh	Andrea Bassil	2004	5-8	978-0-8368-5607-1	

IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE 2010 RECOMMENDATIONS

Limited English Proficiency and Computer Applications K - 12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
Oxford University Press (2010)	**Oxford Picture Dictionary for the Content Areas 2e**	**Dorothy Kauffman and Gary Apple**	**2010**	**3-8**	**9780194525008**	**Highly Recommnended R**
	Notes: Recommended as "Resource Only", may use as an intervention tool. Key Features: Is a complete language development program. Accelerates mastery of academic language and content vocabulary. Is built on a research-based instructional routine by Kate Kinsella. Is aligned to curriculum standards. Is a flexible teaching and learning program.					
Oxford University Press (2010)	**Oxford Picture Dictionary for Kids**	**Joan Ross Keyes**	**1998**	**K-3**	**978019349970**	**Highly Recommnended R**
	Notes: Recommended as "Resource Only", may use as an intervention tool. Key Features: Is a complete language development program. Carefully controlled language. Colorful illustrations that reinforce meaning. Exercises that build comprehension and vocabulary. Is a flexible teaching and learning program.					
Oxford University Press (2010)	**Oxford Picture Dictionary 2e**	**Jayme Adelson-Goldstein and Norma Shapiro**	**2008**	**5-12**	**9780194369763**	**Highly Recommnended R**
	Notes: Recommended as "Resource Only", may use as an intervention tool. Key Features: Is a complete language vocabulary development program. 4,000 up to date English words and phrases. Colorful vibrant illustrations that reinforce meaning. New story pages and the addition of verbs. Is a flexible teaching and learning program					
Oxford University Press (2010)	**Oxford Picture Dictionary Interactive 2e**	**Jayme Adelson-Goldstein and Norma Shapiro**	**2009**	**5-12**	**9780194740524**	**Highly Recommnended R**
	Notes: Recommended as "Resource Only", may use as an intervention tool. Key Features: Contextualized language practice and activities to reinforce new vocabulary. Immediate access to target words promoting learner autonomy. Clear and intuitive navigation even for novice computer users. Flashcard maker that creates customizable word and picture cards. Vocabulary Notebook allows students to create individual electronic notebooks of all the vocabulary from the dictionary.					

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
The Learning Internet, Inc. (DBA Learning. com) (2010)	**EasyTech**	**Barclay Burns, Ph.D. et al.**	**2010**	**K-8**	**978-1-935284-44-4**	**R**
	Notes: "Resource Only". Requires computer and internet connectiviety. Good tool for teaching technology concepts, and keyboarding skills. Key Features: EasyTech, a proven, Web-delivered K-8 technology literacy curriculum integrates technology into Math, Science, Language Arts and Social Studies. EasyTech covers these critical tools and skills: computer fundamentals, keyboarding, word processing, graphics, visual mapping, databases, spreadsheets, graphing, communicating online, Internet safety, presentation, web browsing, multimedia, and basic HTML. EasyTech delivers instruction to students through six different types of curriculum items: Lessons, Discussions, Activities (includes Projects), Practices and Quizzes. EasyTech is available in English and Spanish.					
Pixton Comics, Inc. (2010)	**Pixton for Schools: Learning with Comics**	**Pixton Comics Inc.**	**2008-2010**	**4-12**	**Web based**	**R**
	Notes: "Resource Only". Requires computer and internet connectivity. Excellent supplemental material for teaching dialog, body language, elements of propaganda, media literacy and sequencing. Usable in all disciplines using visual aids. Can upload and manipulate images, allows student creativity. Key Features: Provides an easy-to-use web-based comic maker for any age or skill level. Through project-based activities in an online classroom environment, students get hands-on experience using text and graphics to express ideas in a concise and effective way. Award-winning design offers unparallelled creative possibilities with features including: unlimited variety of fully posable characters; customizable props, backgrounds and speech bubbles; photo uploading; collaborative remixing; one-click printing and embedding. Downloadable student performance results. Classrooms configurable for any teaching style. Certified on Smart and Promethean interactive whiteboards.					

SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel – School Social Work Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. In 2009 the Idaho School Social Work Standards were reviewed and revised by the School Social Work Association of Idaho (SSWAI). Members from the SSWAI presented their rationale and revisions to the Professional Standards Commission. The Professional Standards Commission would like to recommend for approval the proposed revisions as they are well aligned to national best practices.

The primary modifications to the standards include; clarification of the role of the school social worker in the assessment process to clearly delineate social work's role from that of other professionals (Standard 2, Performance Indicator 6), clarification of the educational requirements for receiving the school social work endorsement (Standard 1, Knowledge Indicator 1), Rewriting Standard 1, Performance Indicator 4 for compliance with Idaho Social Work Licensure Rules and Regulations related to the diagnosis of mental disorders. Although the standards continue to be quite detailed, they are comparable in length to the Standards for School Counselors and Psychologists.

ATTACHMENTS

Attachment 1 – Proposed Revisions to the Idaho Standards for School Social Workers Page 3

Attachment 2 – IDAPA 08.02.02.004, Rules Governing Uniformity Page 15

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to approve the proposed revisions to the Idaho Standards for School Social Workers for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by ___________ Seconded by ___________ Carried Yes _____ No _____

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Idaho Standards for School Social Workers

The following knowledge and performance statements for the School Social Worker Standards are widely recognized, but not all-encompassing or absolute, indicators that School Social Worker candidates have met the standards. It is the responsibility of a School Social Work preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the School Social Work profession is a candidate's disposition. Professional dispositions are how School Social Work candidates views their profession, their content area, and/or students and their health and learning. Every School Social Work preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Social Worker candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

Standard 1 - Content: The competent school social worker understands the theories and skills needed to provide individual, group, and family counseling; crisis intervention; case management; advocacy; consultation; in-service and parent education; prevention programs; conflict resolution services; and community organization and development. The school social worker utilizes these theories and skills to enhance the environment of the local educational agency (LEA).

Knowledge Indicators: The competent school social worker:

1. Has attained a master's degree in social work with a specialization in school social work from a program accredited by the Council on Social Work Education (CSWE); OR meet the following criteria:
   (1) has attained a master's degree in social work from a program accredited by (CSWE),
   (2) has taken a school social work course and,
   (3) has completed a social work practicum in a K-12 setting or has extensive experience working with children and families.

2. Understands methods of practice, including counseling, crisis intervention, case work, and individual, group, and family therapies.

3. Understands and develops skills in advocacy, case management, consultation, classroom groups, and community organization.

4. Understands theories of normal and exceptional development in early childhood, middle childhood, adolescence, and early adulthood and their application to all students.

5. Understands the effects of mental illness on students' ability to participate in learning.

6. Understands the person-in-environment context of social work.

7. Understands the effects of biological, family, social, health, and cultural factors on human development and social functioning.

8. Understands characteristics and implications for education of children with academic, and/or social/emotional challenges.

9. Understands systems theories as they relate to classrooms, schools, families, and community.

10. Understands methods of advocacy on behalf of individuals, families, and school systems.

11. Understands the application of social learning theories to identify and develop broad-based prevention and intervention programs.

Performance Indicators – The competent school social worker:

1. Uses empathy in interpersonal relationships.
2. Uses diverse interview techniques and written communication with all persons within the student's system.
3. Gathers and interprets appropriate information to document and assess environmental, emotional, cultural, socioeconomic, educational, biological, medical, psychosocial, and legal factors that affect children's learning.
4. Makes appropriate social work assessment of typical and atypical development of students based on level of state licensure i.e., Licensed Master Social Work (LMSW) or Licensed Clinical Social Worker (LCSW).
5. Selects and applies empirically-based methods of intervention to enhance students' educational experience.
6. Demonstrates effective leadership of and participation in interdisciplinary teams.

STANDARD 2 - Service Delivery: The competent school social worker utilizes a variety of intervention strategies that support and enhance students' educational and emotional development.

Knowledge Indicators – The competent school social worker:

1. Understands empirically-based methods of individual, group, family, and crisis counseling.

2. Understands empirically-based methods of social work service delivery.

3. Understands and develops skills in advocacy, case management, community organization, consultation and in-service training.

4. Understands the application of social learning theories to identify and develop broad-based prevention and interventions, including "Response to Intervention." (RTI)

5. Understands the interdisciplinary approach to service delivery within the educational environment.

6. Understands how to integrate content knowledge for service delivery.

7. Understands the role of mandated reporters and the function of the State's child welfare agency and law enforcement interaction.

Performance Indicators – The competent school social worker:

1. Develops and implements empirically-based prevention and intervention plans that enable the child to "respond to intervention" (RTI).

2. Provides individual, group, and/or family counseling and other services to enhance success in the educational process.

3. Provides crisis intervention counseling and other services to the school community.

4. Provides consultation to teachers, administrators, parents, and community agencies.

5. Develops and provides training and educational programs in the school and community.

6. Conducts social work assessments and participates in eligibility conferences for special education and other programmatic options, students' educational planning conferences, and conferences with parents.[1]

7. Initiates referrals and linkages to community agencies and maintains follow-up services on behalf of identified students.

8. Mobilizes the resources of the school and community to meet the needs of children and their families.

9. Reports suspected child abuse and neglect to the State's child welfare agency and/or law enforcement.

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[1] School social workers started as and remain an integral link between school, home, and community. Those who choose this particular field of social work provide direct services, as well as specialized services such as mental health intervention, crisis management and intervention, and facilitating community involvement in the schools. Working as an interdisciplinary team member, school social workers not only continue to provide services to school children and their families, but also continue to evaluate their role and consequently modify it to meet organizational or contextual needs and changes in policies and practice.
Social work assessment is an ongoing process of data collection aimed at identifying client strengths and problems. Specifically, assessment guides treatment planning, as well as informs intervention selection and monitoring as it relates to the social-emotional development of students in the educational system.(Mizrahi, T., Davis, L. E., & Henderson, D. M. (Eds.). (2009). *Encyclopedia of social work (* 20th Ed.) Silver Springs, MD: National Association of Social Workers and Oxford University Press, Inc.)

STANDARD 3 – Planning: The competent school social worker designs services based upon knowledge of the educational setting, as well as information about the students, families, and community.

Knowledge Indicators - The competent school social worker:

1. Understands learning theory and normal and exceptional development as it applies to the content and curriculum of educational planning and intervention.

2. Understands the process of needs assessment, referral, and resource development.

3. Understands how to develop long- and short-term empirically-based intervention plans consistent with curriculum and students' diversity and strengths, life experiences, and social/emotional factors.

4. Understands environmental factors when planning interventions to create an effective bridge between students' experiences and goals.

5. Understands how to integrate and use technology for assessments, interventions, and information management.

Performance Indicators - The competent school social worker:

1. Assists in establishing expectations for student learning consistent with students' strengths and educational systems' goals.

2. Conducts needs assessments to plan for service delivery.

3. Assists students in creating long- and short-term plans to meet expectations for learning.

4. Creates and adapts from empirically-based learning opportunities and materials to provide effective interventions.

5. Plans interventions that integrate students' life experiences and future career goals.

6. Maintains relevant data to assist in planning, management and evaluation of school social work.

7. Collects, analyzes and interprets data to evaluate and modify interventions when necessary.

8. Supports approaches to learning that address individual student needs.

9. Integrates and uses technology for assessments, interventions, and information management.

STANDARD 4 - Assessment and Evaluation: The competent school social worker understands various formal and informal assessment and evaluation strategies and uses them to support the development of all students.

Knowledge Indicators - The competent school social worker:

1. Understands strength-based assessments and practices that support growth and development.

2. Understands various types of research, measurement theory, and concepts of validity, reliability, bias, scoring, and interpretation of results.

3. Understands multiple empirically-based assessment techniques, such as observation, structured/clinical interviews, and standardized assessments, and their purposes, characteristics, and limitations.

4. Understands how to conduct social work assessment of adaptive behavior, learning styles, self-esteem, social skills, attitudes, high-risk behavior (i.e. truancy, suicide, homicide, drug and alcohol, etc.), interests, and emotional/mental health.

5. Understands the use of assessment as a means to evaluate the student's social-emotional/mental functioning, including:

    - The child's physical, cognitive, and social-emotional development;
    - Family history and factors that influence the child's overall functioning;
    - The child's behavior and attitude in different settings;
    - Patterns of interpersonal relationships in all spheres of the child's environment;
    - Patterns of achievement and adjustment at critical points in the child's growth and development;
    - Adaptive behavior and cultural factors that may influence learning.

6. Understands the social-developmental history with its focus on the student's functioning within the educational environment.

7. Understands the relationship between assessment, eligibility, and placement decisions, including the development of Individualized Education Programs.

8. Understands parent/guardian and student rights (both legal and educational) regarding assessment and evaluation.

9. Is familiar with the diagnostic tools used by other professionals in the school.

10. Understands the use of empirically-based assessment and evaluation results to develop student interventions.

Performance Indicators - The competent school social worker:

1. Appropriately uses a variety of non-discriminatory formal and informal tools and techniques, including observation, interview and standardized instruments to evaluate the

understanding, progress, and performance of students' social-emotional development in the school environment.

2. Uses social work assessment results to identify student learning needs and to assist in aligning and modifying instruction and designing intervention strategies including "Response to Intervention" (RTI).

3. Uses empirically-based assessment and evaluation results to develop appropriate interventions, including recommendations for eligibility and placement.

4. Involves students in self-assessment activities to help them become aware of their strengths and needs and to establish goals.

5. Presents social work assessment results in an easily understandable manner.

6. Documents social work assessment and evaluation results.

7. Collaborates with parents/guardians and other professionals regarding the assessment process.

8. Ensures parents/guardians are informed of their rights and the rights of students regarding assessment.

9. Uses a variety of non-discriminatory formal and informal tools and techniques to help determine the efficacy of intervention and programs.

STANDARD 5 - Consultation and Collaborative Relationships: The competent school social worker develops consultative and collaborative relationships with colleagues, parents, and the community to support students' learning and well being.

Knowledge Indicators - The competent school social worker:

1. Understands the principles, practices, and processes of individual and organizational consultation.

2. Understands the collaborative process with parents, school personnel, community-based organizations, and agencies to enhance the student's educational functioning.

3. Understands the school's role within the context of the larger community.

4. Understands the variations in beliefs, traditions, and values across cultures and their effect on interactions among group members.

5. Understands the importance of audience and purpose when selecting ways to communicate ideas.

6. Understands language development, communication techniques, and the role of communication in the learning environment.

7. Understands that as members of interdisciplinary teams and coalitions, school social workers shall work collaboratively to mobilize the resources of local education agencies and communities to meet the needs of students and families

8. Understands the role of school personnel as mandated reporters of child abuse and neglect.

Performance Indicators - The competent school social worker:

1. Initiates, develops, and implements consultative relationships.

2. Models and promotes ethical practices for confidential communication.

3. Collaborates with colleagues, parents/guardians, and community personnel about students' needs.

4. Encourages relationships among colleagues to promote a positive learning environment.

5. Participates in collaborative decision-making and problem-solving to promote students' success.

6. Facilitates a collaborative relationship between general and special education systems to promote a unified system of education.

7. Models and promotes effective communication among group members or between groups.

8. Uses a variety of effective communication modes with diverse target groups.

9. Assist in the education of school personnel on mandated reporting of child abuse and neglect to the State's child welfare agency and/or law enforcement.

10. Makes mandated reports of child abuse and neglect as appropriate to the State's child welfare agency and/or law enforcement.

STANDARD 6 - Advocacy and Facilitation: The competent school social worker advocates and facilitates change that effectively responds to the needs of students, families, and school systems.

Knowledge Indicators - The competent school social worker:

1. Understands the role of advocacy and facilitation at all levels of the system that affect students and their families.

2. Is familiar with available resources for students and families within the school and community.

3. Understands when and how to make referrals for programs and services at the district, community, and State levels.

4. Understands the need to improve access to services and resources.

Performance Indicators - The competent school social worker:

1. Works to empower children, their families, educators, and others to gain access to and effectively use school and community resources.

2. Identifies areas of need and accesses or advocates for the creation of resources at the state and community level.

3. Makes referrals to community and school resources.

4. Advocates for students with other members of the educational community to enhance students' functioning in the learning environment.

STANDARD 7 - Learning Community: The competent school social worker encourages effective social interaction, active engagement in learning, and self-motivation to create a positive learning community.

Knowledge Indicators - The competent school social worker:

1. Understands principles of and strategies for effective behavior and social management within the school environment.

2. Understands how people's attitudes within the educational environment influence behavior of individuals.

3. Understands how to help students work cooperatively and productively.

4. Understands the importance of parents'/guardians' participation in fostering students' positive development.

5. Understands dispute resolution strategies.

6. Understands the goals and objectives of educational organizations.

7. Understands how to work with administrators and other school personnel to make changes within the school.

8. Understands how service learning and volunteerism promote the development of personal and social responsibility.

Performance Indicators - The competent school social worker:

1. Encourages the development of a learning community where students assume responsibility, participate in decision-making, and work independently as well as collaboratively in learning activities.

2. Analyzes school environments and works effectively to create/enhance a supportive and safe learning climate.

3. Develops strategies to encourage motivation and engagement through mutual respect and cooperation.

4. Develops dispute resolution programs within the school environment.

5. Develops needs assessments and works as a change agent to address the identified gaps in services.

6. Collaborates with community agencies in school-linked service learning projects or other programs.

7. Promotes the effective utilization of school social work services.

8. Promotes understanding of factors that affect the school environment and facilitates systems improvement.

9. Designs, implements, and evaluates programs that enhance a student's social participation in school, family, and community.

10. Promotes active parental/guardian participation within the educational environment.

11. Collaborates with community agencies to increase access to services and resources.

STANDARD 8 – Diversity: The competent school social worker understands the broad range of backgrounds and experiences that shape students' approaches to learning and helps create opportunities adapted to diverse populations of learners.

Knowledge Indicators - The competent school social worker:

1. Understands how students' learning is influenced by culture, family, community values, individual experiences, talents, gender, sexual orientation, language, and prior learning.

2. Understands and identifies differences in approaches to learning and performance, including different learning styles, performance modes, and variations of perception.

3. Understands and respects the impact of cultural, racial, ethnic, socioeconomic, and gender diversity and sexual orientation in the educational environment.

4. Understands the issues of second language acquisition, the immigrant experience, and the need to develop strategies to support students and families.

5. Understands ways in which similar behaviors may have different meanings to people in different cultures.

Performance Indicators - The competent school social worker:

1. Facilitates a learning community in which individual differences are respected.

2. Practices gender equity and avoid sex-role stereotyping.

3. Provides services that promote multi-cultural sensitivity.

4. Develops strategies to decrease negative effects of cultural barriers on education.

5. Utilizes students' diversity to enrich the educational experiences of all students.

6. Interprets information about students' families, cultures, and communities in assessments, interventions, and evaluations of student progress.

7. Utilizes appropriate social work assessment tools and empirically-based intervention strategies that reflect diverse student needs.

8. Designs empirically-based intervention strategies appropriate to student's culture, gender, sexual orientation, developmental stage, learning styles, strengths and needs.

9. Makes referrals for additional services or resources to assist students with diverse learning needs.

STANDARD 9 - Professional Conduct and Ethics: The competent school social worker understands education and social work as professions, maintains standards of professional conduct and ethics, and provides leadership to improve students' learning, safety, and well-being.

Knowledge Indicators - The competent school social worker:

1. Understands the current applicable professional codes of conduct and ethical practice guidelines.

2. Understands federal and state laws and regulations as they pertain to ethical school social work practice.

3. Understands the legal and ethical principles of confidentiality as they relate to the practice of school social work, (i.e. HIPPA, FERPA).

4. Understands the organization and operation of safe school systems.

5. Understands school policies and procedures as they relate to student learning, safety and well-being.

6. Understands legal issues in education, with special emphasis on: persons with disabilities, child welfare, mental health, confidentiality, and students' and families' rights.

7. Understands the importance of active participation and leadership in professional education and social work organizations.

Performance Indicators - The competent school social worker:

1. Follows the professional code of conduct and ethical practice guidelines referred to in Standard 9, Knowledge Indicator 1.

2. Maintains current knowledge of and abides by federal and State laws and regulations, with emphasis on persons with disabilities, child welfare, mental health, confidentiality, and students' and families' rights.

3. Participates in district activities such as policy design, curriculum design, staff development, and organizations involving parent/guardians and students.

4. Abides by current legal directives, school policies, and procedures.

5. Promotes the rights of all students in a safe environment.

6. Models and promotes ethical practices for confidential communication.

STANDARD 10 - Professional Development: The competent school social worker actively seeks opportunities to grow professionally.

Knowledge Indicators - The competent school social worker:

1. Understands the importance of taking responsibility for self-evaluation as a competent and ethical practitioner.

2. Understands the impact of personal strengths and needs on service delivery.

3. Understands methods of inquiry and frameworks for self-assessment and self-improvement.

4. Understands how to use supervision, consultation, collaboration, and continuing education to identify areas for on-going professional development.

5. Understands how to interpret and utilize research to evaluate and guide professional interventions and program development.

Performance Indicators - The competent school social worker:

1. Uses continuing education, professional development activities, research, professional literature, observations and experiences to enhance professional growth and to guide evaluation of professional practice.

2. Maintains an awareness of personal attitudes, perspectives, strengths, and needs as they relate to professional practice.

3. Uses self-assessment and performance evaluations to identify areas for professional growth.

4. Actively seeks consultation to improve professional practice.

5. Maintains the limits and boundaries of the professional role of school social workers.

6. Participates in professional activities and organizations that promote and enhance school social work practice.

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved on ~~June 18, 2009~~ August 11, 2010. ~~(3-29-10)~~ ( )

02. Document Availability. Copies of this document can be found on the Office of the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (5-8-09)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. (5-8-09)

05. Incorporated Document. The Idaho Standards for Public School Driver Education and Training as approved on August 13, 2004. (4-6-05)

06. Document Availability. The Idaho Standards for Public School Driver Education and Training are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (5-3-03)

07. Incorporated Document. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)

08. Document Availability. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

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SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel - Health Teacher Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference, and Proposed Revision to IDAPA 08.02.02.022, Endorsements E-L - Health (6-12) endorsement.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

At the request of school districts and superintendents throughout the state, the Professional Standards Commission has researched and is recommending that a Kindergarten through Twelfth grade (K-12) option be added to the current Health (6-12) endorsement. The addition of the (K-12) option would allow for more flexibility in teaching assignments, especially for those teachers who already hold a Physical Education (K-12) endorsement.

In order to obtain the (K-12) endorsement, teachers must satisfy the requirements of the (6-12) endorsement and additionally complete coursework in Elementary Education methods and health content. The proposed revision of the standards reflect the intent of the proposed revision to the endorsement.

ATTACHMENTS

Attachment 1 – Proposed Revisions for IDAPA 08.02.02.022 Health (6-12) endorsement Page 3

Attachment 2 – Proposed Revisions for Idaho Standards for Health Teachers Page 5

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to approve the proposed revisions to the Health (6-12) Endorsement, and the Idaho Health Teacher Standards for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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08.02.02.022

023. ENDORSEMENTS E - L.

10. Health (6-12 or K-12). Twenty (20) semester credit hours to include course work in Organization/Administration/Planning of a School Health Program; Health and Wellness; Secondary Methods of Teaching Health; Elementary Methods of Teaching Health; Mental/Emotional Health; Nutrition; Human Sexuality; and Substance Use and Abuse~~; and Theories of Behavior Changes~~. Remaining semester credits must be in health-related course work. (~~3-30-07~~)(- -)

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Idaho Standards for Health Teachers

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Health Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

** This language was written by a committee of content experts and has been adopted verbatim.*

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.

Knowledge

1. The teacher understands <u>Elementary and Secondary methods for teaching health and</u> the following content areas of health: fitness and personal health; health promotion and disease prevention; prevention and care of injuries; mental and emotional health; alcohol, tobacco, and other drugs; nutrition; relationships; growth, development, and family health; consumer health; health literacy; and community and environmental health.
2. The teacher understands the following health risk behaviors: tobacco, alcohol, and other drug use; sexual behaviors that result in human immunodeficiency virus (HIV) infection, other sexually transmitted diseases (STDs), and unplanned pregnancies; poor dietary behaviors; lack of or excessive physical activity; and behaviors that result in intentional injury. .
3. The teacher understands the relationship between health education content areas and youth risk behaviors.
4. The teacher understands the concepts and components of coordinated school health, an approach where partnerships are developed within the school and community (components of coordinated school health: school environment, health education, school meals and nutrition, physical education, health services, counseling and mental health services, staff wellness, and parent/community partnerships).
5. The teacher understands that health is multidimensional (e.g., physical, intellectual, emotional, social, cultural, spiritual, and environmental).

Performance

1. The teacher instructs students about increasing health-enhancing behaviors and about reducing health-risk behaviors.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Knowledge
1. The teacher understands developmentally appropriate practices that motivate students to participate in health-enhancing behaviors.
2. The teacher knows strategies and techniques that develop positive health behavior changes in students.

Performance
1. The teacher motivates students to participate in positive health-enhancing behaviors inside and outside the school setting.
2. The teacher helps students learn and use personal and social behaviors that promote positive relationships (e.g., avoiding abusive relationships, using refusal skills, setting life goals, and making healthy decisions).

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Knowledge
1. The teacher understands student jargon and slang associated with high-risk behaviors.

Performance
1. The teacher identifies and defines student jargon and slang associated with high-risk behaviors and translates these terms into terms appropriate to the educational setting.

2. The teacher facilitates responsible decision making, goal setting, and alternatives to high-risk behaviors that enhance health.

3. The teacher creates a respectful learning environment that is sensitive to controversial health issues.

4. The teacher applies techniques that aid in addressing sensitive issues (e.g., ground rules, question boxes, open-ended questions, and establishment of appropriate confidentiality).

5. The teacher demonstrates the ability to use interpersonal communication skills to enhance health.

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.

Knowledge

1. The teacher understands the differing community health values and practices.
2. The teacher understands how to access valid, appropriate health information and health-promoting products and services.
3. The teacher understands the influence of culture, media, technology, and other factors on health.

Performance

1. The teacher modifies instruction to reflect current health-related research and local health policies.
2. The teacher accesses valid, appropriate health information and health-promoting products and services.
3. The teacher analyzes the influence of culture, media, technology, and other factors on health.

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.

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.

Knowledge

1. The teacher knows the laws and codes specific to health education and health services to minors.

Performance

1. The teacher uses appropriate intervention following the identification, disclosure, or suspicion of student involvement in a high-risk behavior.

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.

Knowledge

1. The teacher understands methods of advocating for personal, family, and community health (e.g. letters to editor, community service projects, health fairs, and health races/walks).

Performance

1. The teacher demonstrates the ability to advocate for personal, family, and community health.

2. The teacher works collaboratively to assess resources and advocate for a coordinated school health education program.

SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel – Social Studies Foundation and Enhancement Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. In 2009 the Idaho Foundation Standards for Social Studies Teachers and the Enhancement Standards (Economics, Geography, Government and Civics, and History) were reviewed by a committee of content experts. The same committee also revised the Social Studies Endorsement in accordance with direction given from the USDOE, and brought forth changes to bring the integrated social studies endorsement into compliance with highly qualified status in all four of the core content areas.

The Professional Standards Commission has recommended for approval the proposed revisions as they are well aligned to national best practices and the needs of Idaho school districts.

ATTACHMENTS

Attachment 1 – Proposed Revisions to the Foundation Standards for Social Studies Teachers and the Enhancement Standards (Economics, Geography, Government and Civics, and History). Page 3

Attachment 2 – Attachment 2 – IDAPA 08.02.02.004, Rules Governing Uniformity Page 17

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to approve the proposed revisions to the Idaho Foundation Standards for Social Studies Teachers and the Enhancement Standards (Economics, Geography, Government and Civics, and History) for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho Foundation Standards for Social Studies Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge, disposition, and performance statements for the Social Studies Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

~~In addition to the standards listed here~~, Social Studies *teachers must meet Idaho Core Teacher Standards and Idaho* Foundations *Standards for Social Studies Teachers and one of the following: (1) Idaho Standards for Economics Teachers, (2) Idaho Standards for Geography Teachers, (3) Idaho Standards for Government and Civics Teachers, (4) 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.

Knowledge

1. The teacher has a broad knowledge base of the social studies and related disciplines (e.g., history, economics, geography, political science, behavioral sciences, and humanities).

2. The teacher understands the ways various governments and societies have changed over time.

3. The teacher understands ways in which independent and interdependent systems of trade and production develop.

4. The teacher understands the impact that cultures, religions, technologies, *~~vision/structure for~~* social movements, economic systems, and other factors have on *~~worldwide historical processes~~* civilizations.

5. The teacher understands the responsibilities and rights of citizens in the United States political system, and how citizens exercise those rights and participate in the system.

6. The teacher understands ~~*that*~~ geography affects ~~*enables people to comprehend the*~~ relationships between people, and ~~*places, and*~~ environments over time.

~~*7. The teacher understands the principles and processes of a democratic society.*~~
(Covered under #2 and #5 above)
~~*8*~~. 7. The teacher understands ~~*knows*~~ the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and statistical data) in interpreting social studies concepts.

Disposition

1. The teacher recognizes the importance of the social studies ~~*sciences*~~ in enabling students to become responsible, contributing members of society.

2. The teacher recognizes the interconnectedness of the social studies ~~*science*~~ disciplines.

3. The teacher recognizes the importance of connecting historical events and current events ~~*and global perspectives*~~ to students' lives.

4. The teacher recognizes the importance of global interdependence and multiple perspectives.

(Defined global perspectives)

Performance

1. The teacher demonstrates ~~*provides opportunities to trace and analyze*~~ chronological ~~*periods*~~ and ~~*to examine the relationships of significant*~~ historical thinking ~~*concepts*~~.

2. The teacher compares and contrasts ~~*encourages and guides investigation of*~~ various governments and cultures in terms of their diversity, commonalties, and interrelationships.

3. The teacher integrates knowledge from the social studies ~~*sciences and the humanities*~~ in order to prepare students to live in a world with limited resources, ~~*ethnic diversity,*~~ cultural pluralism, and increasing interdependence. *(Cultural pluralism and ethnic diversity are the same)*

4. The teacher incorporates current events, global perspectives, and scholarly research into the curriculum.

5. The teacher uses primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and data interpretation) when presenting social studies concepts.

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.

Knowledge

1. The teacher understands ~~*how leadership, group, and cultural*~~ the influences that contribute to intellectual, social, and personal development.

2. The teacher understands the impact of student environment ~~*civic engagement*~~ on student learning,

Disposition

1. The teacher recognizes the importance of civic ~~*democratic*~~ responsibility.

~~*2. The teacher recognizes the importance of civic engagement in a democratic society.*~~
(Covered in Disposition #1 (above) and Performance #1 (below)

Performance

1. The teacher provides opportunities for students to engage in civic life, politics, and government.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Economics Teachers

In addition to the standards listed here, economics teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher understands basic economic concepts and models (e.g., scarcity, productive resources, voluntary exchange, unemployment, supply and demand ~~*price influences*~~, credit/debt, market incentives, interest rate, ~~*free market,*~~ and imports/exports).

2. The teacher understands the functions ~~*role*~~ of money. ~~*as a medium of exchange*~~.

3. The teacher understands ~~*the influences on*~~ economic systems and the factors that influence each system (e.g., culture, values, belief systems, environmental and geographic impacts, and technology~~*, and governmental decisions*~~).

4. The teacher knows different types of economic institutions and how they differ from one another (e.g., business structures, ~~*entrepreneurship*~~, stock markets, banking institutions, and labor unions).

5. The teacher understands how economic institutions shaped history and influence current economic practices.

6. The teacher understands the principles of sound personal finance and entrepreneurship.

~~*7. The teacher understands how to engage students in the application of economic concepts.*~~
7. The teacher understands fiscal and monetary policy.

Disposition

1. The teacher recognizes the important ~~*ce*~~ ~~*of*~~ role of the free market economy on economic growth. ~~*connecting economic forces to students' lives and their roles as consumers, business people, and worker*~~

2. The teacher recognizes the importance of economic thinking. ~~*engaging students in the application of economic concepts.*~~

3. The teacher recognizes the importance of the global market place.

Performance

1. The teacher demonstrates ~~*promotes student*~~ comprehension and analysis of economic principles and concepts.

2. The teacher ~~*creates opportunities for students to engage*~~ engages students in the application of economic concepts in their roles as consumers, producers, and workers.

3. The teacher uses graphs, models, and equations to illustrate economic concepts.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Geography Teachers

In addition to the standards listed here, geography teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher understands the spatial organization of peoples, places, and environments.

2. The teacher understands the human and physical characteristics of places and regions.

3. The teacher understands the physical processes that shape and change the patterns of earth's surface.

4. The teacher understands the reasons for the migration and settlement of human populations.

5. The teacher understands how human actions modify the physical environment and how physical systems affect human activity and living conditions.

6. The teacher understands the characteristics and functions of globes, atlases, maps, map projections, aerial photographs, satellite images, global positioning systems (GPS), geographic information systems (GIS), newspapers, journals, and databases ~~*models*~~.

Disposition

1. The teacher recognizes ~~*appreciates*~~ ~~*that the study of*~~ geography is the study of ~~*enables people to comprehend the*~~ relationships between people, places, and environments over time.

2. The teacher recognizes the influence of geography on the past and the present.

Performance

1. The teacher uses past and present ~~*and past*~~ events to interpret political, physical, and cultural patterns.

2. The teacher relates ~~*instructs students in*~~ the earth's dynamic physical systems and its ~~*their*~~ impact on humans.

3. The teacher relates population dynamics and distribution to physical, cultural, historical, economic, and political circumstances.

4. The teacher relates the earth's physical systems and varied patterns of human activity to world environmental issues.

5. The teacher uses geographic resources (e.g., globes, atlases, maps, map projections, aerial photographs, satellite images, global positioning systems (GPS), geographic information systems (GIS), newspapers, journals, and databases).

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Government and Civics Teachers

In addition to the standards listed here, government and civics teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher understands the relationships between civic life, politics, and government.

2. The teacher understands the foundations of government and constitutional ~~*and*~~ principles of the United States political system ~~*(e.g., origins of constitutional law in Western civilization, written constitution, analysis of amendments to the U.S. Constitution, separation of power, suffrage, majority rule/minority rights, federalism, and diverse populations*~~*)*.

3. The teacher understands the organization ~~*and formation*~~ of local, state, ~~the United States~~ federal, and tribal governments, and how power and responsibilities are organized, distributed, shared, and limited as defined by the United States Constitution.

4. The teacher understands the importance of international relations ~~*significance of United States foreign policy*~~ (e.g., evolution of foreign policy, national interests, global perspectives, international involvements, human rights, economic impacts, and environmental issues).

5. The teacher understands the role of public policy ~~*international relations*~~ in shaping the United States political system.

6. The teacher understands the civic responsibilities and rights of all individuals ~~*inhabitants*~~ in ~~*of*~~ the United States (e.g., individual and community responsibilities, participation in the political process, rights and responsibilities of non-citizens, and the electoral process).

7. The teacher understands the characteristics of effective leadership.

Disposition

1. The teacher recognizes the important role of representative democracy in the United States.

2. The teacher recognizes the social and political importance of current events.

3. The teacher recognizes the importance of civic engagement in a representative democracy.

4. The teacher recognizes the value of civil discourse in a democratic society.

Performance

1. The teacher promotes ~~*creates opportunities for*~~ student ~~*to engage*~~ engagement in civic life, politics, and government.
2. The teacher demonstrates ~~*promotes student*~~ comprehension and analysis of the foundations and principles of the United States political system and the organization and formation of the United States government.

3. The teacher demonstrates ~~*promotes student*~~ comprehension and analysis of United States foreign policy and international relations.

4. The teacher integrates global perspectives into the study of civics and government.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for History Teachers

In addition to the standards listed here, history teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher understands themes and concepts in history (e.g., exploration, expansion, migration, immigration).

2. The teacher understands the political, social, cultural, and economic responses to industrialization and technological innovation.

3. The teacher understands how international relations impacted the development of the United States.

4. The teacher understands how significant <u>compromises and</u> conflicts defined and continue to define the United States.

5. The teacher understands the political, social, cultural, and economic development of the United States.

6. The teacher understands the political, social, cultural, and economic development of the peoples of the world~~, both Western and non-Western~~.

7. The teacher understands the impact of gender, race, ethnicity, religion, and national origin on history.

8. <u>The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and statistical data) in interpreting social studies concepts.</u>

Disposition

1. The teacher recognizes the evolution of a global society from isolated entities to an interconnected world.

2. The teacher recognizes the <u>political, social, and cultural</u> contributions of the peoples of the world in the development of civilization. ~~both Western and non-Western~~.

3. The teacher recognizes the importance of continuity and change across time.

4. <u>The teacher recognizes bias, opinions, and perspectives.</u>

Performance

1. The teacher ~~*provides opportunities for students to*~~ makes connections between political, social, cultural, and economic themes and concepts.

2. The teacher ~~*enables students to*~~ incorporates the issues of gender, race, ethnicity, religion, and national origin into the~~*ir*~~ examination of history.

3. The teacher facilitates student inquiry on how international relationships impact the United States.

4. The teacher relates the role of conflicts to continuity and change across time.

5. The teacher demonstrates an ability to research, analyze, and interpret history.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Social Studies Teachers

Teachers with a social studies endorsement must meet all of the following Idaho Standards:

1. ***Idaho Core Teacher Standards***
2. ***History Standards***
3. ***Government and Civics Standards***
4. ***Economics Standards***
5. ***Geography Standards***

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved on ~~June 18, 2009~~ August 11, 2010. ~~(3-29-10)~~ ( )

02. Document Availability. Copies of this document can be found on the Office of the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (5-8-09)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. (5-8-09)

05. Incorporated Document. The Idaho Standards for Public School Driver Education and Training as approved on August 13, 2004. (4-6-05)

06. Document Availability. The Idaho Standards for Public School Driver Education and Training are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (5-3-03)

07. Incorporated Document. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)

08. Document Availability. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

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SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel – Science Foundation and Enhancement Standards IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. In 2009 the Idaho Foundation Standards for Science Teachers and the Enhancement Standards (Biology, Chemistry, Earth and Space Science, Natural Science, Physical Science, and Physics) were reviewed by a committee of content experts. The standards were revised to better align with national standards and best practices, then presented to the Professional Standards Commission for review. The Professional Standards Commission has recommended for approval the committee's proposed revisions.

ATTACHMENTS

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to approve the proposed revisions to the Foundation Standards for Science Teachers and the Enhancement Standards (Biology, Chemistry, Earth and Space Science, Natural Science, Physical Science, and Physics) for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho Foundation Standards for Science Teachers

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Science Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

In addition to the standards listed here, science teachers must meet Idaho Core Teacher Standards and at least one of the following: (1) Idaho Standards for Biology Teachers, (2) Idaho Standards for Chemistry Teachers, (3) Idaho Standards for Earth and Space Science Teachers, (4) Idaho Standards for Natural Science Teachers, (5) Idaho Standards for Physical Science Teachers, or (6) Idaho Standards for Physics Teachers.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

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.

Knowledge

1. The teacher knows the history and nature of science and scientific theories.

2. ~~The teacher understands that all sciences are related~~. <u>The teacher understands the science content with in the context of the Idaho Science Content Standards with in their appropriate certification.</u>

3. The teacher understands the concepts of form and function.

4. The teacher understands the interconnectedness among the science disciplines.

5. The teacher understands the process of scientific inquiry<u>: investigate scientific phenomena, interpret findings, and communicate results.</u>

~~6. The teacher knows how to investigate scientific phenomena, interpret findings, and communicate information to students.~~

7. The teacher knows how to ~~effectively engage students in~~ constructi~~ng~~ deeper understanding of scientific phenomena through ~~lessons~~ study, demonstrations, and laboratory and field activities.

8. The teacher understands the importance of accurate and precise measurements in science and reports measurements in an understandable way.

Performance

1. The teacher provides students with opportunities to view science in its cultural and historical context by using examples from history and including scientists of both genders and from varied social and cultural groups.

2. The teacher continually adjusts curriculum and activities to align them with new scientific data.

3. The teacher provides students with a holistic, interdisciplinary understanding of concepts in life, earth systems/space, physical, and environmental sciences.

4. The teacher helps students build scientific knowledge and develop scientific habits of mind.

5. The teacher demonstrates competence in investigating scientific phenomena, interpreting findings, and communicating ~~information to students~~ results.

6. The teacher models and encourages the skills of scientific inquiry, including creativity, curiosity, openness to new ideas, and skepticism that characterize science.

7. The teacher creates lessons, demonstrations, and laboratory and field activities that effectively communicate and reinforce science concepts and principles.

8. The teacher engages in scientific inquiry in science coursework.

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.

Knowledge

1. The teacher knows how students construct scientific knowledge and develop scientific habits of mind.

2. The teacher knows commonly held conceptions and misconceptions about science and how they affect student learning.

Performance

1. The teacher identifies students' conceptions and misconceptions about the natural world.

2. The teacher engages students in constructing deeper understandings of the natural world.

Standard 3: Modifying Instruction for Individual Needs Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Knowledge

1. The teacher understands how to apply mathematics and technology to analyze, interpret, and display scientific data.

2. The teacher understands how to implement scientific inquiry.

3. The teacher understands how to engage students in making deeper sense of the natural world through careful orchestration of demonstrations of phenomena for larger groups when appropriate.

4. The teacher understands how to use research based best practices to engage students in learning science.

Performance

1. The teacher applies mathematical derivations and technology in analysis, interpretation, and display of scientific data.

1. The teacher uses instructional strategies that engage students in scientific inquiry and that develop scientific habits of mind.

3. The teacher engages students in making deeper sense of the natural world through careful orchestration of demonstrations of phenomena for larger groups when appropriate.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Knowledge

1. The teacher knows how to use a variety of interfaced electronic hardware and software for communicating data.

2. The teacher knows how to use graphics, statistical, modeling, and simulation software, as well as spreadsheets to develop and communicate science concepts.

3. The teacher understands technical writing as a way to communicate science concepts and processes.

Performance

1. The teacher models the appropriate scientific interpretation and communication of scientific evidence through technical writing, scientific posters, multimedia presentations, and electronic communications media.

2. The teacher engages students in sharing data during laboratory investigation to develop and evaluate conclusions.

3. The teacher engages students in the use of computers in laboratory/field activities to gather, organize, analyze, and graphically present scientific data.

4. The teacher engages students in the use of computer modeling and simulation software to communicate scientific concepts.

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.

Standard 8: Assessment of Student Learning - 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.

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.

Knowledge

1. The teacher understands the importance of keeping current on research related to how students learn science.

2. The teacher understands the importance of keeping current on scientific research findings.

Performance

1. The teacher incorporates current research related to student learning of science into science curriculum and instruction.

2. The teacher incorporates current scientific research findings into science curriculum and 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.

Standard 11: Safe Learning Environment - The science teacher provides for a safe learning environment.

Knowledge

1. The teacher knows how to select materials that match instructional goals as well as how to maintain a safe environment.

2. The teacher ~~knows the importance of properly dispose of waste materials and the procedures there of.~~ is aware of available resources and standard protocol for proper disposal of waist materials.

3. The teacher knows how to properly care for, inventory, and maintain materials and equipment.

4. The teacher is aware of legal responsibilities associated with safety.

5. The teacher knows the safety requirements necessary to conduct laboratory and field activities and demonstrations.

6. The teacher knows how to procure and use Material Safety Data Sheets (MSDS).

Performance

1. The teacher develops instruction that uses appropriate materials and ensures a safe environment.

2. The teacher creates and ensures a safe learning environment by including appropriate documentation of activities.

3. The teacher makes informed decisions about the use of specific chemicals or performance of a lab activity regarding facilities and student age and ability.

4. The teacher models safety at all times.

5. The teacher makes use of Material Safety Data Sheet (MSDS) and storage information for laboratory materials.

6. The teacher creates lesson plans and teaching activities consistent with appropriate safety considerations.

7. The teacher evaluates lab and field activities for safety.

8. The teacher evaluates a facility for compliance to safety regulations.

9. The teacher uses safety procedures and documents safety instruction.

10. The teacher demonstrates the ability to acquire, use, and maintain materials and lab equipment.

11. The teacher implements laboratory, field, and demonstration safety techniques.

Standard 12: Laboratory and Field Activities - The science teacher demonstrates competence in conducting laboratory, and field activities.

Knowledge

1. The teacher knows a broad range of laboratory and field techniques.

2. The teacher knows strategies to develop students' laboratory and field skills.

Performance

1. The teacher engages students in a variety of laboratory and field techniques.

2. The teacher uses a variety of instructional strategies in laboratory and field experiences to engage students in developing their understanding of the natural world.

Idaho Standards for Biology Teachers

In addition to the standards listed here, biology teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher understands that there are unifying themes in biology, including levels from molecular to whole organism.

2. The teacher knows the currently accepted taxonomy systems used to classify living things.

3. The teacher understands scientifically accepted theories of how living systems evolve through time.

4. The teacher understands ~~that~~ how genetic material and characteristics are passed between generations and how genetic material guide cell and life processes.

5. The teacher knows biochemical processes that are involved in life functions.

6. The teacher knows that living systems interact with their environment and are interdependent with other systems.

7. The teacher understands that systems in living organisms maintain conditions necessary for life to continue.

8. The teacher understands the cell as the basis for all living organisms and how cells carry out life functions.

9. The teacher understands how matter and energy flow through living and non-living systems.

10. The teacher knows how the behavior of living organisms changes in relation to environmental stimuli.

Performance

1. The teacher prepares lessons that help students understand the flow of matter and energy through living systems.

2. The teacher assists students in gaining an understanding of the ways living things are interdependent.

3. The teacher assists students in understanding how living things impact/change their environment and how the physical environment impacts/changes living things.

4. The teacher helps students understand how the principles of genetics apply to the flow of characteristics from one generation to the next.

5. The teacher helps students understand how genetic “information” is translated into living tissue and chemical compounds necessary for life.

6. The teacher helps students understand accepted scientific theories of how life forms have evolved through time and the principles on which these theories are based.

7. The teacher helps students understand the ways living organisms are adapted to their environments.

8. The teacher helps students understand the means by which organisms maintain an internal environment that will sustain life.

9. The teacher helps students classify living organisms into appropriate groups by the current scientifically accepted taxonomic techniques. .

10. The teacher helps students understand a range of plants and animals from one-celled organisms to more complex multi-celled creatures composed of systems with specialized tissues and organs.

11. The teacher helps students develop the ability to evaluate ways humans have changed living things and the environment of living things to accomplish human purposes (e.g., agriculture, genetic engineering, dams on river systems, and burning fossil fuels~~, seeding clouds, and making snow~~).

12. The teacher helps students understand that the cell, as the basis for all living organisms, carries out life functions.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students’ diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Chemistry Teachers

In addition to the standards listed here, chemistry teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. ~~The teacher understands the fundamental components and procedures of chemistry and how they interact to create a holistic understanding of matter and energy.~~

2. ~~The teacher knows the fundamental principles of chemistry, including kinetic molecular theory, periodicity and atomic structure, solutions, stoichiometry, and chemical reactions.~~

3. ~~The teacher knows organic chemistry, inorganic chemistry, analytic chemistry, physical chemistry, and biochemistry.~~

4. ~~The teacher has a broad knowledge of mathematical principles, including calculus, and is familiar with the connections that exist between mathematics and chemistry.~~

5. ~~The teacher knows alternative explanations and models of chemistry concepts.~~

1. The teacher has a broad knowledge of mathematical principles, including calculus, and is familiar with the connections that exist between mathematics and chemistry.

2. The teacher understands the subdivisions and procedures of chemistry and how they are used to investigate and explain matter and energy.

3. The teacher understands that chemistry is often an activity organized around problem solving and demonstrates ability for the process.

4. The teacher understands the importance of accurate and precise measurements in chemistry and reports measurements in an understandable way.

5. The teacher understands the importance of accurate and precise measurements in science and reports measurements in an understandable way. CORE STANDARDS

6. The teacher knows matter contains energy and is made of particles (subatomic, atomic and molecular).

7. The teacher can identify and quantify changes in energy and structure.

8. The teacher understands the historical development of atomic and molecular theory.

9. The teacher knows basic chemical synthesis to create new molecules from prec? Molecules

10. The teacher understands the organization of the periodic table and can use it to predict physical and chemical properties.

11. The teacher knows the importance of carbon chemistry and understands the nature of chemical bonding and reactivity of organic molecules.

12. The teacher understands the electronic structure of atoms and molecules and the ways quantum behavior manifests itself at the molecular level.

13. The teacher has a fundamental understanding of quantum mechanics as applied to model systems (e.g., particles in a box).

14. The teacher understands the role of energy and entropy in chemical reactions and knows how to calculate concentrations and species present in mixtures at equilibrium.

15. The teacher knows how to use thermodynamics of chemical systems in equilibrium to control and predict chemical and physical properties.

16. The teacher understands the importance of research in extending and refining the field of chemistry and strives to remain current on new and novel results and applications.

Performance

1. The teacher consistently reinforces the underlying themes, concepts, and procedures of the basic areas of chemistry during instruction, demonstrations, and laboratory activities to facilitate student understanding.

~~2. The teacher uses scientific criteria to develop alternative models to explain chemistry concepts.~~

3. The teacher models the application of mathematical concepts for chemistry (e.g., ~~factor-label method~~ dimensional analysis, statistical analysis of data, and problem-solving skills).

4. The teacher helps the student make accurate and precise measurements with apprtiate units and to understand that measurements communicate precision and accuracy.

5. The teacher helps the student develop strategies for solving problems using dimensional analysis and other methods.

6. The teacher helps the student understand that matter is made of particles and energy and that matter and energy are conserved in chemical reactions.

7. The teacher helps the student understand the composition of neutral and ionic atoms and molecules.

8. The teacher helps the student learn the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and distinguishing charged states.

9. The teacher helps the student understand the structure of the periodic table and the information that structure provides about chemical and physical properties of the elements.

10. The teacher helps the student begin to categorize and identify a variety of chemical reaction types.

11. The teacher helps the student understand stoichiometry and develop quantitative relationships in chemistry.

12. The teacher helps the student understand and apply modern atomic, electronic and bonding theories.

13. The teacher helps the student understand ionic and covalent bonding in molecules and predict the formula and structure of stable common molecules.

14. The teacher helps the student understand the quantitative behavior of gases.

15. The teacher helps the student understand and predict the qualitative behavior of the liquid and solid states and determine the intermolecular attraction of various molecules.

16. The teacher helps the student understand molecular kinetic theory and its importance in chemical reactions, solubility, and phase behavior.

17. The teacher helps the student understand the expression of concentration and the behavior and preparation of aqueous solutions.

18. The teacher helps the student understand and predict the properties and reactions of acids and bases.

19. The teacher helps the student understand chemical equilibrium in solutions.

20. The teacher helps the student understand and use chemical kinetics.

21. The teacher helps the student understand and apply principles of chemistry to fields such as earth science, biology, physics, and other applied fields.

22. The teacher helps the student learn the basic organizing principles of organic chemistry.

23. The teacher can do chemical calculations in all phases using a variety of concentration units including pH, molarity, number density, molality, mass and volume percent, parts per million and other units.

24. The teacher can prepare dilute solutions at precise concentrations and perform and understand general analytical procedures and tests, both quantitative and qualitative.

25. The teacher can use stoichiometry to predict limiting reactants, product yields and determine empirical and molecular formulas.

26. The teacher can correctly name acids, ions, inorganic and organic compounds, and can predict the formula and structure of stable common compounds.

27. The teacher can identify, categorize and understand common acid-base, organic and biochemical reactions.

28. The teacher can demonstrate basic separations in purifications in the lab, including chromatography, crystallization, and distillation.

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.
Standard 3: Modifying Instruction for Individual Needs - Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Earth and Space Science Teachers

In addition to the standards listed here, earth and space science teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher knows how local events can potentially impact local, regional, and global conditions.

2. The teacher understands the rock cycle and the classification systems for rocks and minerals.

3. The teacher understands ~~the interaction among mountain building, earthquakes, oceanic trenches, volcanoes, and continental drift as explained by~~ the theory of plate tectonics and the resulting processes of mountain building, earthquakes, oceanic trenches, volcanoes, sea floor spreading, and continental drift.

4. The teacher understands the ~~relationship between the~~ sun, moon and earth system and the resulting ~~in explaining~~ phenomena.

5. The teacher knows earth history as interpreted using scientific evidence.

6. The teacher understands the composition of the earth and its atmosphere.

7. The teacher understands ~~the~~ processes of weathering, erosion, ~~weathering,~~ and soil development (e.g., mass wasting, spheroidal weathering, alluvial fans, physical and chemical weathering, glaciers, stream valleys, cirques, and stream terraces).

8. The teacher knows ~~the~~ multiple scientific theories of the origin of galaxies, planets, and stars.

9. The teacher understands the concept of the interaction of forces and other physical science concepts about earth and astronomical change.

10. The teacher understands the flow of energy and matter through earth and astronomic systems.

11. The teacher knows the concepts of weather and climate.

12. The teacher understands ocean environments and how the physical forces on the surface of the earth interact with them.

Performance

1. The teacher helps students understand the flow of energy and matter through earth and space systems.

2. The teacher helps students understand seasonal changes in terms of the relative position and movement of the earth and sun.

3. The teacher helps students understand the causes of weather and climate in relation to physical laws of nature.

4. The teacher helps students understand the types of rocks and how they change from one type of rock to another as they move through the rock cycle.

5. The teacher helps students understand the theory of plate tectonics, including continental drift, volcanism, mountain building, ocean trenches, and earthquakes.

6. The teacher helps students understand how scientists use indirect methods, including knowledge of physical principles, to learn about astronomical objects .

7. The teacher helps students understand how accepted scientific theories about prehistoric life are developed.

8. The teacher assists students as they critically evaluate the quality of the data on which scientific theories are based.

9. The teacher helps students understand the movement of air, water, and solid matter in response to the flow of energy through systems.

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.

Standard 3: Modifying Instruction for Individual Needs - Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

Idaho Standards for Natural Science Teachers

Teachers with natural science endorsements must meet all of the following standards:

1. ***Idaho Core Teacher Standards***

2. ***Idaho Standards for Biology Teachers***

3. ***Idaho Standards for Earth and Space Science Teachers***

4. ***Idaho Standards for Chemistry Teachers***

5. ***Idaho Standards for Physics Teachers***

Idaho Standards for Physical Science Teachers

Teachers with physical science endorsements must meet all of the following standards:

1. ***Idaho Core Teacher Standards***
2. ***Idaho Foundation Standards for Science Teachers AND***
3. ***Idaho Standards for Chemistry Teachers OR***
4. ***Idaho Standards for Physics Teachers***

Idaho Standards for Physics Teachers

In addition to the standards listed here, physics teachers must meet Idaho Core Teacher Standards and Idaho Foundation 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.

Knowledge

1. The teacher understands electromagnetic and gravitational interactions as well as concepts of matter and energy to formulate a coherent understanding of the natural world.

2. The teacher understands the major concepts and principles of the basic areas of physics, including classical and quantum mechanics, thermodynamics, waves, optics, electricity, magnetism, and nuclear physics.

3. The teacher knows how to apply appropriate mathematical and problem solving principles ~~of~~ including algebra, geometry, trigonometry, calculus, and statistics in the description of the physical world and is familiar with the connections between mathematics and physics.

4. The teacher understands contemporary physics events, ~~and~~ research, and applications.

5. The teacher knows multiple explanations and models of physical phenomena and the process of developing and evaluating explanations of the physical world.

6. The teacher knows the histor~~y~~ical ~~of the~~ development of models used to explain physical phenomena ~~and is able to explain why models were considered appropriate when they were developed.~~

Performance

1. The teacher engages students in developing and applying conceptual models to describe the natural world.

2. The teacher engages students in testing and evaluating physical models through direct comparison with the phenomena via laboratory and field activities and demonstrations.
3. The teacher engages students in the appropriate use of mathematical principles in examining and describing models for explaining physical phenomena.

4. The teacher engages student in the examination and consideration of the models used to explain the physical world.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

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.

AGENDA

Tuesday-Wednesday, Sept. 22-23, 2009
K-12 Idaho Content Standards in Science
Idaho Science Standards for Initial Teacher Certification
Barbara Morgan Conference Room
State Department of Education

Tuesday:
8:00 A.M. Breakfast and check in

8:30 A.M.
Welcome and Introductions – Scott Smith, Science Coordinator & Katie Rhodenbaugh, Coordinator, Professional Standards

9:00-10:45 A.M.
Idaho Foundation Standards for Science Teachers

11:00-1:00
K-5 Idaho Content Standards for Science

Noon Working Lunch

1:00-2:45
Idaho Foundation Standards for Science Teachers

3:00-5:00
6-7 Idaho Content Standards for Science

Wednesday:
8:00 A.M. Breakfast and check in

8:00-10:45 A.M.
Idaho Foundation Standards for Science Teachers

11:00-1:00
8-12 Idaho Content Standards for Science

Noon Working Lunch

1:00-2:00
Idaho Foundation Standards for Science Teachers

2:15-5:00
Review, Recap & Planning for Next Meeting

Review Committee

Rick Fletcher
Joseph Kelly
David A. Massaro Ph.D.
Michael Wiedenfeld
Louis S. Nadelson, Ph.D.

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved on ~~June 18, 2009~~ August 11, 2010. ~~(3-29-10)~~ ( )

02. Document Availability. Copies of this document can be found on the Office of the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (5-8-09)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. (5-8-09)

05. Incorporated Document. The Idaho Standards for Public School Driver Education and Training as approved on August 13, 2004. (4-6-05)

06. Document Availability. The Idaho Standards for Public School Driver Education and Training are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (5-3-03)

07. Incorporated Document. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)

08. Document Availability. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

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SUBJECT

Proposed Rule Clarification to IDAPA 08.02.02.024, Endorsements M-Z – Natural Science (6-12) endorsement.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

This rule clarification is in response to the need for a more clearly stated intent of the endorsement language. There were no substantive changes made to the endorsement.

ATTACHMENTS

Attachment 1 – Proposed Revisions for IDAPA 08.02.02.024 Natural Science (6-12) endorsement Page 3

BOARD ACTION

A motion to approve the proposed rule IDAPA 08.02.02.024, Endorsements M-Z – clarification to the Natural Science (6-12) Endorsement.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Administrative Rule: IDAPA 08.02.02.024

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~~: Follow one (1) of the following options: ~~(4-11-06)~~ (- -)

a. Option I: Must hold an existing endorsement in one of the following areas: Biological Science, Chemistry, Earth Science, Geology, or Physics; AND complete a total of twenty-four (24) semester credit hours as follows: (- -)

~~a.~~i. Existing 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.~~ii. Existing 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.~~iii. Existing 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.~~iv. Existing 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)~~

b. Option II: Must hold an existing endorsement in Agriculture Science and Technology; AND complete twenty (20) semester credit hours with at least four (4) semester credit hours in each of the following areas: Biology, Chemistry, Earth Science or Geology, and Physics. (- -)

Natural Science 6-12

(as seen on the SDE website in the "blue box")

To obtain the Natural Science endorsement you must meet the following requirements in one of the two options.

Option I:

1. Must have an existing endorsement in one of the following areas:
   a. Biological Science
   b. Chemistry
   c. Earth Science
   d. Geology
   e. Physics

2. In addition, a total of twenty-four (24) semester credit hours are required as follows:

Existing Endorsement	Minimum eight (8) credits in each area
Biological Science	Physics, Chemistry, Earth Science or Geology
Physics	Biology, Chemistry, Earth Science or Geology
Chemistry	Biology, Physics, Earth Science or Geology
Earth Science or Geology	Biology, Chemistry, Physics

3. Teacher candidates must meet the requirements of the area Praxis II for their existing endorsement as well as the General Science Content Knowledge Praxis II assessment – 0435.

Natural Science Endorsement Revisions PSC Approved 6/18/10

Option II:

1. You must have an existing endorsement in Agriculture Science and Technology

2. In addition, twenty (20) semester credit hours are required in the following areas:

Existing Endorsement	Minimum four (4) credits in each area
Agriculture Science and Technology	Biology, Chemistry, Earth Science or Geology, Physics

3. Remaining coursework must be from the science areas listed in number 2, option II.

4. Teacher candidates must meet the requirement of the subject area Praxis II for their existing endorsement as well as the General Science Content Knowledge Praxis II assessment – 0435.

Possible Teaching Assignments: ALL Science area courses.

SUBJECT

Proposed Online Teacher Endorsement (Pre-K-12) Language for IDAPA 08.02.02.033, "Reserved".

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

Past trends indicate, and current forecasts project, continued growth in online virtual schools and programs aimed at K-12 learners (Hassel & Terrell, 2004; Long, 2004; O'Gorman, 2005; Southern Regional Education Board [SREB], 2007). Forty-four states currently offer either state supplemental programs, full-time online programs or both. Increases in enrollments of 50%, from fall 2007 to fall 2008, have been reported by one-third of supplemental programs (Watson, Gemin & Ryan, 2008). Idaho K-12 student enrollments in distance learning courses and programs continue to increase exponentially. In fall 2008, over 10,000 Idaho kids were enrolled in online learning courses for either a portion or all of their school day. This spring, that number rose to 15,000 students. Forces fueling the growing enrollments include funding shortages, outdated facilities (Clark, 2001; Fulton, 2002), and policy initiatives supportive of expanded opportunities for alternative routes to education (Hassell & Terrell, 2004; U. S. Department of Education, 2004; Web-Based Education Commission, 2000).

The unprecedented demand for online teachers prompted by this growth make us question: Who are those teachers and how are they learning to teach online? And perhaps more importantly, how does one successfully teach online? Many virtual schools have responded to this emerging need by training their own teachers. While this model can be useful for contextualized training to a specific environment, it also poses a resource burden on schools not prepared to train both teachers and children. It also creates issues with accountability and consistency in training. Historically, initial teacher training has been the realm of higher education. However, without standards for online teachers, teacher education programs are left having to develop their own guidelines and competencies to map to their coursework, resulting in inconsistencies in the quality of training provided to teachers.

Recently, the North American Council for Online Learning (NACOL) released *National Standards for Quality Online Teaching* (2008). Other state and professional organizations have also released reports or guidelines on standards for online teachers (National Education Association [NEA], 2006; SREB, 2006). These standards provide universities and other entities involved in the professional preparation of teachers a guideline for developing new courses and programs to meet this emerging need. In fall 2008, the Professional Standards Commission created a committee of stakeholders from universities and K12 virtual schools to review and synthesize these standards for adoption in Idaho.

The same committee drafted this endorsement using the Legislatively approved standards.

ATTACHMENTS

Attachment 1 – Proposed Changes to IDAPA 08.02.02.033 Page 3

BOARD ACTION

A motion to approve the proposed changes to IDAPA 08.02.02.033 as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

033. ~~(RESERVED).~~ ONLINE TEACHER ENDORSEMENT (PRE-K-12).

To be eligible for an Online-Teacher Endorsement (Pre-K-12), a candidate must have satisfied the following requirements:

a. Meets states' professional teaching and/or licensure standards and is qualified to teach in his/her field of study. (- -)

b. Provides evidence of online experience or course time both as a student and as a learner, and demonstrates online learning and teaching proficiency. (- -)

c. Has completed (Completes) an eight (8) week online teaching internship in a Pre-K-12 program, or have one (1) year of verifiable and successful experience as a teacher delivering curriculum online in grades Pre-K-12 within the past 3 years. (- -)

d. Provides verification of completion of a state-approved program of at least twenty (20) semester credit hours of study in online teaching and learning at an accredited college or university or a state-approved equivalent. (- -)

e. Demonstrates proficiency in the Idaho Standards for Online Teachers including the following competencies: Knowledge of Online Education and Human Development; Facilitate and Inspire Student Learning and Creativity; Design and Develop Digital-Age Learning Experiences and Assessments Standards; Model Digital-Age Work and Learning; Promote and Model Digital Citizenship and Responsibility Standards; and, Engage in Professional Growth and Leadership. (- -)

SUBJECT

Proposed addition to the Idaho Standards for Initial Certification of Professional School Personnel – Pre-Service Technology Standards, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

In the past, Idaho teacher technology skills were verified by a standardized technology assessment. Due to the rapidly evolving nature of technology competencies, the assessment was quickly antiquated and retired. Technology competence remains an important component of teacher preparation and must be assessed. The Professional Standards Commission charged the experts on the Online Teacher Endorsement committee to establish a comprehensive set of Pre-Service Technology Standards that all teachers must know and be able to do. Through much research and discussion, the Online Teacher Endorsement Committee and the Professional Standards Commission drafted the proposed Pre-Service Technology Standards. The Standards are aligned to the K-12 Idaho Communication and Technology (ICT) Standards as well as the International Society for Technology in Education (ISTE) Standards. These Pre-Service Technology Standards will be assessed during the teacher preparation program approval process.

ATTACHMENTS

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to adopt the proposed Pre-Service Technology Standards for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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New Pre-Service Technology Competencies

All teacher candidates are expected to meet the Idaho Core Teacher Standards, pre-service technology competencies, and the Idaho Comprehensive Literacy competencies. Each candidate shall also meet the Foundation and Enhancement standards specific to their discipline area(s) at the "acceptable" level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the pre-service technology competencies are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards and competencies. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the competencies. These competencies reflect the principles of Universal Design related to technology. (Universal design is ``the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design'.)

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

* *This language was written by a committee of content experts and has been adopted verbatim.*

Standard 1: Facilitate and Inspire Student Learning and Creativity-Pre-service teachers use their knowledge of subject matter, teaching and learning, and technology to facilitate experiences that advance student learning, analysis, creativity, and innovation in both face-to-face and virtual environments.

Knowledge

1. Pre-service teachers understand and use a variety of instructional strategies and communication techniques to develop students' critical thinking, problem solving, and performance skills.

Performance

1. Pre-service teachers are able to promote, support, and facilitate creative thinking and inventiveness by investigating thought processes and creating visual representations of concept development and problem solving.

2. Pre-service teachers engage students in researching real-world problems and issues and evaluating diverse solutions using digital tools and resources.

3. Pre-service teachers promote student reflection by understanding how students use collaborative tools to reflect on and clarify their own thinking, planning, and creativity.

4. Pre-service teachers model and facilitate collaborative knowledge construction, creative thinking, and collaborative interaction **to promote opportunities for students of all capabilities* to engage with other students, colleagues, and community members in either face-to-face or virtual environments.

Standard 2: Design and Develop Digital- Age Learning Experiences and Assessments-Pre-service teachers design, develop, and evaluate authentic learning experiences and assessments designed for equal access by students of all capabilities using contemporary tools and resources to maximize content learning in context and to develop the knowledge, skills, and attitudes identified in the National Educational Technology Standards (NETS)•for Students.

Knowledge

1. Pre-service teachers understand how students learn and develop, and provide opportunities that support their intellectual, social, and personal development.

2. Pre-service teachers understand how to plan and prepare instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

3. Pre-service teachers understand how to use and interpret formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Performance

1. Pre-service teachers promote student learning and creativity by creating learning experiences that include students' use of technology tools to research and collect information online and to create a report, presentation, or other products.

2. Pre-service teachers develop technology enriched learning that enable all students to pursue their individual curiosities and become active participants by selecting and demonstrating the use of technology resources that enable students to explore questions and issues of individual interest and to plan, manage, and assess their own learning.

3. Pre-service teachers customize and personalize learning activities with technology that include accessible instructional materials and technologies to support the learning styles, work strategies, abilities, and developmental levels of all students.

4. Pre-service teachers develop multiple and varied technology-based formative and summative assessments that are aligned with content and technology standards and use the resulting data to inform teaching so that students of all capabilities have equal access to learning.

Standard 3: Model Digital-Age Work and Learning- Pre-service teachers exhibit knowledge, skills, and abilities that are representative of an innovative professional in a global and digital society.

Knowledge

1. Pre-service teachers understand the central concepts of technology and current standards for best practice in preparing students for the global community of the future.

Performance

1. Pre-service teachers demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations by planning, managing, and

facilitating students' understanding and use of hardware and software best suited to particular learning experiences.

2. Pre-service teachers collaborate with students, peers, parents, and community members using digital tools and resources to support student success and innovation by sharing information and supporting creativity, innovation, and improved learning outcomes.

3. Pre-service teachers communicate relevant information and ideas effectively to students, parents, and peers using a variety of digital-age media and formats ensuring equal access for people of all capabilities.

4. Pre-service teachers model and facilitate effective use of current and emerging digital tools, to locate, analyze, evaluate, and use information resources which will aid in the dissemination of content and support individual learning strategies.

Standard 4: Promote and Model Digital Citizenship and Responsibility - Pre-service teachers understand local and global societal issues and responsibilities in an evolving digital culture and exhibit legal and ethical behavior in their professional practices.

Knowledge

1. Pre-service teachers understand the legal and ethical use of digital information and technology, including digital etiquette and responsible social interactions.

2. Pre-service teachers understand individual and group motivation and behavior that encourages positive social interaction, active engagement in learning, and self-motivation.

3. Pre-service teachers understand how students differ in their approaches to learning and how to adapt for learners with diverse needs.

Performance

1. Pre-service teachers advocate and teach safe, legal, and ethical use of digital information and technology modeling acceptable use policies including respect for copyright, intellectual property, the appropriate documentation of sources, and strategies for addressing threats to security of technology systems, data, and information.

2. Pre-service teachers address the diverse needs of all students by using learner-centered strategies and providing equitable access to appropriate digital tools and resources including hardware, accessible instruction materials, and online resources.

3. Pre-service teachers promote and model digital etiquette and responsible social interactions related to the use of technology and information through the correct and careful use of digital resources and by informing learners of consequences for misuse.

4. Pre-service teachers develop and model cultural understanding and global awareness by engaging with colleagues and students of other cultures using digital-age communication and collaboration tools and providing opportunities for students to apply communications

technology resources to interact with students or experts from other communities and other countries.

Standard 5: Engage in Professional Growth and Leadership - Pre-service teachers continuously improve their professional practice, model lifelong learning, and exhibit leadership in their school and professional community by promoting and demonstrating the effective use of digital tools and resources.

Knowledge

1. Pre-service teachers understand the importance of reflective practice.

2. Pre-service teachers understand how educational standards and curriculum align with 21st century skills.

3. Pre-service teachers understand how to effectively interact with colleagues, parents, and other members of the community to support students' learning and well being.

Performance

1. Pre-service teachers participate in and develop plans for using local and global learning communities to explore creative applications of technology to improve student learning.

2. Pre-service teachers evaluate and reflect on current research and professional practice to develop technology-based learning plans that integrate current research and promising professional practices for using digital tools and resources in support of student learning with an emphasis on equal access for students of all capabilities.

**Promoting designs that engage all students of all abilities is sometimes referred to as promoting "Universal Design".*

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved on ~~June 18, 2009~~ August 11, 2010. ~~(3-29-10)~~ ( )

02. Document Availability. Copies of this document can be found on the Office of the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (5-8-09)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. (5-8-09)

05. Incorporated Document. The Idaho Standards for Public School Driver Education and Training as approved on August 13, 2004. (4-6-05)

06. Document Availability. The Idaho Standards for Public School Driver Education and Training are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (5-3-03)

07. Incorporated Document. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)

08. Document Availability. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

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SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel – Idaho Standards for Mathematics Teachers, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. In 2010 the Idaho Standards for Mathematics Teachers were reviewed by a committee of content experts. The standards were revised to better align with the National Council of Teachers of Mathematics (NCTM) standards, as well as the National Common Core Mathematics Standards, and the Idaho K-12 Mathematics Content Standards. The revisions were then presented to the Professional Standards Commission for review and consideration. The Professional Standards Commission has recommended for approval the committee's proposed revisions.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to adopt the proposed revisions to the Idaho Standards for Mathematics Teachers for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho Standards for Mathematics Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the "acceptable" level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Mathematics Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of ~~the content area(s) taught~~ mathematics and creates learning experiences that make these aspects of ~~subject matter~~ mathematics meaningful for learners.

Knowledge

~~1. The teacher understands the historical and cultural significance of mathematics and the changing ways individuals learn, teach, and do mathematics.~~

1. The teacher knows a variety of problem-solving approaches for investigating and understanding mathematics.

2. The teacher understands concepts of algebra.

3. The teacher understands the major concepts of geometry (Euclidean and non- Euclidean) and trigonometry.

4. The teacher understands basic concepts of number theory and number systems.

5. The teacher understands concepts of measurement.

6. The teacher understands the concepts of limit, continuity, differentiation, integration, and the techniques and application of calculus.

7. The teacher understands the techniques and applications of statistics~~, and~~ data analysis, and probability (e.g., random variable~~,~~ and distribution functions~~, and probability~~).

8. The teacher knows how to effectively evaluate the legitimacy of alternative algorithms.

9. The teacher understands the historical and cultural significance of mathematics and the changing ways individuals learn, teach, and do mathematics.

~~**Disposition**~~

~~1. The teacher appreciates the historical, cultural, and current development of mathematical thought.~~

~~2. The teacher appreciates the importance of coherent and logical development of students' mathematical knowledge.~~

~~3. The teacher recognizes how students construct their own knowledge of mathematics.~~

Performance

1. The teacher incorporates the historical perspective and current development of mathematics in teaching students.

2. The teacher applies appropriate and correct mathematical concepts in creating learning experiences. ~~of number, number theory, and number systems.~~

~~3. The teacher uses numerical computation and estimation techniques and applies them to algebraic expressions.~~

~~4. The teacher applies the process of measurement to two- and three-dimensional objects using customary and metric units.~~

~~5. The teacher uses descriptive and inferential statistics to analyze data, make predictions, and make decisions.~~

~~6. The teacher uses concepts and applications of graph theory, recurrence relations, matrices, and combinatorics.~~

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn mathematics and develop mathematical thinking, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

1. The teacher knows how to make use of students' mathematical development, knowledge, understandings, interests, and experiences.

2. The teacher knows how to plan learning activities that respect and value students' ideas, ways of thinking, and mathematical dispositions.

Performance

1. The teacher encourages students to make connections and develop a cohesive framework for mathematical ideas.

2. The teacher plans and delivers learning activities that respect and value students' ideas, ways of thinking, and promote positive mathematical dispositions.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning mathematics and creates instructional opportunities that are adapted to learners with diverse needs.

Knowledge

1. The teacher knows how to create tasks at a variety of levels of mathematical development, knowledge, understanding, and experience.

Performance

1. The teacher assists students in learning sound and significant mathematics and in developing a positive disposition toward mathematics by adapting and changing activities as needed.

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.

Knowledge

1. The teacher knows how to formulate~~ and pose problems,~~ or access tasks that elicit students' use of mathematical reasoning and ~~how to access a large repertoire of~~ problem-solving strategies~~,~~. ~~and how to use problem-solving approaches to investigate and understand mathematics~~.

2. The teacher knows a variety of instructional strategies for investigating and understanding mathematics including problem-solving approaches.

3. The teacher understands the role of axiomatic systems and proofs in different branches of mathematics as it relates to reasoning and problem solving.

4. The teacher knows how to frame mathematical questions and conjectures.

5. The teacher knows how to make mathematical language meaningful to students.

6. The teacher understands inquiry-based learning in mathematics.

7. The teacher knows how to communicate concepts through the use of mathematical representations (e.g., symbolic, numeric, graphic, verbal, and concrete models).

8. The teacher understands the appropriate use of technology in teaching and learning of mathematics (e.g., graphing calculators, dynamic geometry software, and statistical software)

~~**Disposition**~~

~~1. The teacher recognizes that struggling with mathematical problems, making false starts, and rejecting hypotheses are part of the problem-solving process.~~

~~2. The teacher appreciates the power of communication and representation for learning mathematical ideas.~~

~~3. The teacher appreciates the power of an appropriate balance of conceptual knowledge and computational skills.~~

Performance

~~1. The teacher formulates and poses problems, uses different strategies to solve problems to verify and interpret results, and uses problem-solving approaches to investigate and understand mathematics.~~

1. The teacher formulates or accesses tasks that elicit students' use of mathematical reasoning and problem-solving strategies.

2. The teacher uses a variety of instructional strategies to support students in investigating and understanding mathematics, including problem-solving approaches.

3. The teacher uses and involves students in both formal proofs and intuitive, informal exploration.

4. The teacher uses a variety of instructional strategies to develop~~s~~ students' use of standard mathematical terms, notations, and symbols.

5. The teacher uses and encourages the students to use a variety of representations to communicate~~s~~ mathematic~~s~~ally. ~~through the use of a variety of representations~~.

6. The teacher engages students in mathematical discourse by encouraging them to make conjectures, justify hypotheses and processes, and use appropriate mathematical representations.

7. The teacher uses and involves students in the appropriate use of technology ~~appropriately~~ to develop students' understanding (e.g., graphing calculators, dynamic geometry software, and statistical software).

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster mathematical inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

1. The teacher knows and uses appropriate mathematical vocabulary/terminology.

Performance

1. The teacher encourages students to use appropriate mathematical vocabulary/terminology.

2. The teacher fosters mathematical discourse.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

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.

Knowledge

1. The teacher knows how to assess students' mathematical reasoning.

~~**Disposition**~~

~~1. The teacher is committed to valuing students' reasoning and use of alternative representations and algorithms.~~

Performance

1. The teacher assesses students' mathematical reasoning.

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.

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.

Standard 11: Connections among Mathematical Ideas - The teacher understands significant connections among mathematical ideas and the application of those ideas within mathematics, as well as to other disciplines.

Knowledge

1. The teacher has a broad base of knowledge and understanding of mathematics beyond the level at which he or she teaches to include algebra, geometry and measurement, statistics and data analysis, and calculus.

2. The teacher understands the interconnectedness between strands of mathematics.

3. The teacher understands a variety of real-world applications of mathematic~~al~~s. ~~modeling as a way to understand the world (e.g., in natural science, social science, business, and engineering).~~

~~4. The teacher understands the relationship between geometric concepts and real-life constructs.~~

~~**Disposition**~~

~~1. The teacher recognizes the critical linkages between mathematics and other fields.~~

Performance

1. The teacher uses and encourages students to use mathematical applications ~~modeling~~ to solve problems in realistic situations from other fields ~~such as~~ (e.g. natural science, social science, business, and engineering).

~~2. The teacher uses geometric concepts and relationships to describe and model mathematical ideas and real-life constructs.~~

~~3. The teacher uses algebra to describe patterns, relations, and functions in meaningful contexts.~~

2. The teacher encourages students to identify connections between mathematical strands.

3. The teacher uses and encourages students to use mathematics to identify and describe patterns, relationships, concepts, processes, and real-life constructs.

2010 Math Standards Revision Agenda

Review and Revision of the Idaho Standards and
Endorsements for Mathematics Teachers

State Department of Education
Lewis & Clark Conference Room
Len B. Jordan Building, 2nd Floor
650 W. State Street
Boise, Idaho 83720

Thursday, February 25, 2010
8:00 am to 4:30 pm

8:00 – 8:30 a.m.	BREAKFAST
8:30 – 8:45 a.m.	Welcome, Introductions and Agenda Review Katie Rhodenbaugh, Professional Standards Coordinator
8:45 – 9:45 a.m.	Document and File Orientation Katie Rhodenbaugh, Professional Standards Coordinator
9:45 – 10:30 a.m.	Background and Discussion Christina Linder, Director of Certification & Professional Standards Cindy Johnstone, Math Coordinator
10:30 – 11:00 a.m.	Silent Individual Review of the Standards
11:00 – 11:15 a.m.	BREAK
11:15 – 12:30 p.m.	Group Discussion Initial Thoughts, Suggestions, and Revisions
12:30 – 1:15 p.m.	LUNCH
1:15 – 3:15 p.m.	Group Discussion Standards Continued, Rubric Review
3:15 – 3:30 p.m.	BREAK
3:30 – 4:30 p.m.	Final Discussion and Recommendations Work may resume Friday morning if needed.
4:30 p.m.	ADJOURN

Friday, February 26, 2010
8:00 am to 4:30 pm

8:00 – 8:30 a.m.	BREAKFAST
8:30 – 8:45 a.m.	Welcome Katie Rhodenbaugh, Professional Standards Coordinator
8:45 – 9:00 a.m.	Silent Individual Review of the Endorsement
9:00 – 10:30 a.m.	Group Discussion Initial Thoughts, Suggestions, and Revisions
10:30 – 10:45 a.m.	BREAK
10:45 – 12:30 p.m.	Group Discussion Continued
12:30 – 1:15 p.m.	LUNCH
1:15 – 3:00 p.m.	Group Discussion Continued
3:00 – 3:15 p.m.	Travel Logistics Reimbursement Forms, etc.
3:15 – 3:30 p.m.	BREAK
3:30 – 4:30 p.m.	Final Discussion and Recommendations
4:30 p.m.	ADJOURN

Participants

Anne Adams
Lisa Berry
David Coffland
Jayne Heath
Charity McKenzie
Connie Meade
Patty Miracle
Rainey Pieters
Raegan Sugden
Leora White
Katie Rhodenbaugh, Professional Standards Coordinator
Christina Linder, Director of Certification & Professional Standards
Cindy Johnstone, Math Coordinator

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

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SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel – Idaho Standards for Elementary Education Teachers, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. In 2010 the Idaho Standards for Elementary Education Teachers were reviewed by a committee of content experts. The standards were revised to better align with national standards and best practices. The revisions were then presented to the Professional Standards Commission for review and consideration. The Professional Standards Commission has recommended for approval the committee's proposed revisions.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to adopt the proposed revisions to the Idaho Standards for Elementary Education Teachers for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho Standards for Elementary Education Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Elementary Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

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.

Knowledge

1. The teacher understands concepts of language arts and child development in order to teach reading, writing, speaking, viewing, listening, and thinking skills and to help students successfully apply their developing skills to many different situations, materials, and ideas.

2. The teacher understands the importance of providing a purpose and context to use the communication skills taught across the curriculum.

3. The teacher understands how children learn language, the basic sound structure of ~~the English~~ language, semantics and syntactics, diagnostic tools, and test data to improve student reading ability.

4. The teacher understands the fundamental concepts and ~~structures of~~ the need to integrate STEM disciplines ~~science~~ including physical, life, and earth and space **S**ciences, **T**echnology, **E**ngineering, and **M**athematics as well as the applications of ~~science~~ STEM disciplines to technology, personal and social perspectives, history, unifying concepts, and inquiry processes ~~scientists~~ used in the discovery of new knowledge.

5. The teacher understands major concepts, procedures, and reasoning processes of mathematics that define number systems and number sense, computation, geometry, measurement, statistics and probability, and algebra in order to foster student understanding and use of patterns, quantities, and spatial relationships that represent phenomena, solve problems, and manage data. The teacher understands the relationship between inquiry and the development of mathematical thinking and reasoning.

6. The teacher knows the major concepts and modes of inquiry for social studies: the integrated study of history, geography, government/civics, economics, social/cultural and other related areas to develop students' abilities to make informed decisions as global citizens of a culturally diverse, democratic society and interdependent world.

7. The teacher understands the content, functions, aesthetics, and achievements of the arts, such as dance, music, theater, and visual arts as avenues for communication, inquiry, and insight.

8. The teacher understands the comprehensive nature of students' physical, intellectual, social, and emotional well-being in order to create opportunities for developing and practicing skills that contribute to ~~healthful living~~ overall wellness.

9. The teacher understands human movement and physical activities as central elements for active, healthy lifestyles and enhanced quality of life.

10. The teacher understands connections across curricula and within a discipline among concepts, procedures, and applications. Further, the teacher understands its use ~~to~~ in motivat~~e~~ing students, building understanding, and encourag~~e~~ing application of knowledge, skills, and ideas to real life issues and future career applications.

11. The teacher understands the individual and interpersonal ~~principles~~ values ~~and processes~~ of ~~personal skills individual and group dynamics incorporating~~ respect, caring, ~~honesty~~ integrity, and responsibility that enable students to effectively and appropriately communicate and interact with peers and adults.

Performance

1. The teacher models the appropriate and accurate use of ~~English~~ language arts.

2. The teacher demonstrates competence in ~~English~~ language arts, reading, ~~science~~, ~~mathematics~~, STEM disciplines, social studies, the arts, health education, and physical education. Through inquiry the teacher facilitates thinking and reasoning.

3. **The teacher provides a purpose and context to use the communication skills taught. The teacher integrates these communication skills across the curriculum.**

4. The teacher conceptualizes, develops, and implements a balanced curriculum that includes ~~English~~ language arts, reading, ~~science, mathematics~~, STEM disciplines, social studies, the arts, health education, and physical education.

5. Using his/her integrated knowledge of the curricula, the teacher motivates students, builds understanding, and encourages application of knowledge, skills, and ideas to real life issues, democratic citizenship, and future career applications.

6. The teacher models respect, ~~honesty~~ integrity, caring, and responsibility in order to promote and nurture a school environment that fosters these qualities.

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.

Knowledge

1. The teacher understands ~~how learning occurs and~~ that young children's and early adolescents' literacy and language development influence learning and instructional decisions.

2. The teacher understands the cognitive processes of attention, memory, sensory processing, and reasoning, and recognizes the role of inquiry and exploration in developing these abilities.

Performance

1. The teacher designs instruction and provides opportunities for students to learn through inquiry and exploration.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Knowledge

1. The teacher understands the necessity of appropriately and effectively collaborating with grade level peers, school intervention teams, parents/guardians, and community partners to meet differentiated needs of all learners.

2. The teacher understands that there are multiple levels of intervention and recognizes the advantages of beginning with the least intrusive.

Performance

1. The teacher appropriately and effectively collaborates with grade level peers, school intervention teams, parents/guardians, and community partners to meet differentiated needs of all learners.

2. The teacher systematically progresses through the multiple levels of intervention, beginning with the least intrusive.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Knowledge

1. The teacher understands the importance of teaching and re-teaching classroom expectations.

2. The teacher recognizes the importance of positive behavioral supports and the need to use multiple levels of intervention to support and develop appropriate behavior.

Performance

1. The teacher consistently models and teaches classroom expectations.

2. The teacher utilizes positive behavioral supports and multiple levels of intervention to support and develop appropriate behavior.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

Standard 9: Professional Commitment and Responsibility - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

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.

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2010 Elementary Education Standards Revision Agenda

Review and Revision of the Idaho Standards for
Elementary Education Teachers

State Department of Education
Executive Conference Room
Len B. Jordan Building, 2nd Floor
650 W. State Street
Boise, Idaho 83720

Tuesday, April 13, 2010
8:00 am to 4:30 pm

8:00 – 8:30 a.m.	BREAKFAST
8:30 – 8:45 a.m.	Welcome, Introductions and Agenda Review Katie Rhodenbaugh, Professional Standards Coordinator
8:45 – 9:15 a.m.	Background and Discussion Christina Linder, Director of Certification & Professional Standards
9:15 – 10:15 a.m.	Silent Individual Review of the Standards/Rubrics
10:15 – 10:30 a.m.	BREAK
10:30 – 12:30 a.m.	Group Discussion Thoughts, Suggestions, and Revisions
12:30 – 1:15 p.m.	LUNCH
1:15 – 3:15 p.m.	Group Discussion Standards Continued, Rubric Review
3:15 – 3:30 p.m.	BREAK
3:30 – 4:30 p.m.	Discussion and Initial Recommendations
4:30 p.m.	ADJOURN

Wednesday, April 14, 2010
8:00 am to 2:00 pm

8:00 – 8:30 a.m.	BREAKFAST
8:30 – 8:45 a.m.	Welcome Katie Rhodenbaugh, Professional Standards Coordinator
8:45 – 10:30 a.m.	Group Discussion and Recommendations
10:30 – 10:45 a.m.	BREAK
10:45 – 12:30 p.m.	Final Recommendation Writing
12:30 – 1:15 p.m.	LUNCH
1:15 – 1:30 p.m.	Travel Logistics Reimbursement Forms, etc.
1:30– 2:00 p.m.	Next Steps Elementary Education Praxis Test Review
2:00 p.m.	ADJOURN

Participants
Jayne Heath, Council Jr./Sr. High School
Stacey Jensen, Edahow Elementary School
Dr. Jennifer Snow, BSU
Chris Taylor, Liberty Elementary School
Dr. Gwen Taylor, LCSC
Dr. R. Dean Cloward, BYU-Idaho
Christina Linder, Director of Certification & Professional Standards
Katie Rhodenbaugh, Professional Standards Coordinator

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved on ~~June 18, 2009~~ August 11, 2010. ~~(3-29-10)~~ ( )

02. Document Availability. Copies of this document can be found on the Office of the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (5-8-09)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. (5-8-09)

05. Incorporated Document. The Idaho Standards for Public School Driver Education and Training as approved on August 13, 2004. (4-6-05)

06. Document Availability. The Idaho Standards for Public School Driver Education and Training are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (5-3-03)

07. Incorporated Document. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)

08. Document Availability. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

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SUBJECT

Proposed Changes to IDAPA 08.02.02.022 and 08.02.02.024, Rules Governing Uniformity- Endorsements A-D and M-Z; Art (K-12 or 6-12) Communications/Drama (6-12), Drama (6-12), Music (6-12 or K-12).

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel along with the corresponding rubrics, endorsement requirements and Praxis exams. In 2010 the Idaho Foundation Standards for Visual and Performing Arts Teachers and the Enhancement Standards (Visual Art, Drama, and Music) with the corresponding endorsement requirements were reviewed by a committee of content experts. The endorsement requirements were revised to better align with national standards and best practices, then presented to the Professional Standards Commission for review. The Professional Standards Commission has recommended for approval the committee's proposed revisions of the endorsements.

ATTACHMENTS

Attachment 1 – Proposed Revisions to the Art (K-12 or 6-12) Communications/Drama (6-12), Drama (6-12), Music (6-12 or K-12) endorsements. Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the proposed changes to IDAPA 08.02.02.022 08.02.02.024. Rules Governing Uniformity Endorsements A-D and M-Z as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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08.02.02.022

022. ENDORSEMENTS A - D.

03. Art (K-12 or 6-12). Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Visual Arts Teachers in the area of Art to include a minimum of nine (9) semester credit hours in: Foundation Art and Design. Additional course work must include at least two (2) Studio Areas and Secondary Arts Methods. To obtain an Art (K-12) endorsement, applicants holding a Secondary Certificate must complete an elementary methods course. ~~(4-11-06)~~ (_-_-_)

~~**09. Communications/Drama (6-12)**. Twenty (20) semester credit hours including a minimum of six (6) credit hours in each of the following areas: Communications and Drama. (3-16-04)~~

10. Drama (6-12). ~~Follow one (1) of the following options: (4-11-06)~~ (_-_-_)

~~**a.**~~ Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Drama Teachers, including a minimum of sixteen (16) semester credit hours in Drama or Theater Arts, including course work in each of the following: Acting, Directing, and Technical Stage Production, and four (4) semester credit hours in Communications. To obtain a Drama (6-12) endorsement, applicants must complete a comprehensive methods course including the pedagogy of acting, directing and technical theatre. ~~(4-11-06)~~ (_-_-_)

024. ENDORSEMENTS M - Z.

04. Music (6-12 or K-12). Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Music Teachers 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)~~ (_-_-_)

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SUBJECT

Proposed Revision to the Idaho Standards for Initial Certification of Professional School Personnel – Idaho Foundation and Enhancement Standards for Visual and Performing Arts Teachers, IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation By Reference.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The Professional Standards Commission follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. In 2010 the Idaho Foundation Standards for Visual and Performing Arts Teachers and the Enhancement Standards (Visual Art, Drama, and Music) were reviewed by a committee of content experts. The standards were revised to better align with national standards and best practices, then presented to the Professional Standards Commission for review. The Professional Standards Commission has recommended for approval the committee's proposed revisions.

ATTACHMENTS

Attachment 1 – Proposed Revisions to the Idaho Foundation Standards for Visual and Performing Arts Teachers with the Enhancement Standards (Visual Art, Drama, and Music) Page 3

Attachment 2 - Agenda with Committee Participants Page 19

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the request by the Professional Standards Commission to approve the proposed revisions to the Idaho Foundation Standards for Visual and Performing Arts Teachers and the Enhancement Standards (Visual Art, Drama, and Music) for inclusion in the Idaho Standards for the Initial Certification of Professional School Personnel.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Idaho Foundation Standards for Visual and Performing Arts Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the "acceptable" level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Visual- Performing Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

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.

Knowledge

1. The teacher ~~has an understanding of~~ understands the history and foundation of arts education.

2. The teacher ~~has a thorough understanding of~~ understands the processes and content of the arts discipline being taught.

3. The teacher understands the relationships between the arts and how the arts enhance a comprehensive curriculum. ~~the interrelations among the arts disciplines~~.

4. ~~The teacher understands how the arts enhance what is taught across the curricula.~~

5. The teacher understands how to interpret, critique, and ~~evaluate~~ assess the arts discipline being taught.

6. The teacher ~~knows~~ understands the cultural and historical contexts surrounding works of art.

7. The teacher understands that the arts communicate, challenge, and influence cultural and societal values.

8. The teacher understands the aesthetic ~~and artistic~~ purposes of the arts and that arts involve a variety of perspectives and viewpoints (e.g., formalist, feminist, social, and political).

~~9. The teacher understands how to explore philosophical and ethical issues related to the arts.~~

~~10. The teacher understands that the arts involve a variety of perspectives and viewpoints (e.g., formalist, feminist, social, and political).~~

11. ~~The teacher knows about the multiple contexts in which the arts exist, including traditional and alternative settings.~~

12. The teacher understands how to select and evaluate a range of artistic subject matter and ideas appropriate for students' personal and/or career interests.

Performance

1. The teacher provides students with a knowledge base of historical, critical, performance, and aesthetic concepts.

2. The teacher helps students create, understand, and become involved in the arts relevant to students' interests and experiences.

3. The teacher demonstrates technical and expressive proficiency in the particular arts discipline being taught.

4. The teacher helps students identify relationships between the arts and a comprehensive curriculum.

5. The teacher provides instruction to make a broad range of art genres ~~traditional, popular, folk, and contemporary arts~~ understandable and relevant to students.

6. The teacher instructs students in making interpretations and judgments about their own artworks and the works of other artists.

7. The teacher creates opportunities for students to explore a variety of perspectives and viewpoints related to the arts.

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.

Standard 3: Modifying Instruction for Individual Needs – The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies –The teacher understands and uses a variety of instructional strategies to develop student learning.

~~**Knowledge**~~

~~1. The teacher understands how to integrate kinesthetic learning into the art medium being taught.~~

~~**Disposition**~~

~~1. The teacher recognizes that kinesthetic learning is essential to arts education (e.g., Kodaly and Orff music techniques, pottery techniques, and choreography).~~

~~**Performance**~~

~~1. The teacher integrates kinesthetic learning into art instruction (e.g., Kodaly and Orff music techniques, pottery techniques, and choreography).~~

Standard 5: Classroom Motivation and Management Skills – The teacher understands individual and group motivation and behavior creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills – The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

~~**Knowledge**~~

~~1. The teacher understands the multiple communication techniques that are unique to the arts classrooms (e.g., combinations of nonverbal communication, performance demonstration, conducting gestures, and mime).~~

~~**Disposition**~~

~~1. The teacher is committed to using multiple communication techniques in the arts classroom.~~

~~**Performance**~~

~~1. The teacher uses multiple communication techniques simultaneously in the arts classroom.~~

Standard 7: Instructional Planning Skills – The teacher plans and prepares instruction based on knowledge of subject matter, subjects, the community, curriculum goals, and instructional strategies.

Knowledge

1. The teacher understands state standards for the arts discipline being taught and how to apply those standards in instructional planning.

2. The teacher understands that the processes and tools necessary for communicating ideas in the arts are sequential, holistic, and cumulative.

Performance

1. The teacher incorporates state standards for the arts discipline in his or her instructional planning.

2. The teacher demonstrates that the processes and uses of the tools necessary for the communication of ideas in the arts are sequential, holistic, and cumulative.

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.

Knowledge

1. The teacher understands assessment strategies specific to the creative process.

2. The teacher understands the importance of providing appropriate opportunities for students to demonstrate what they know and can do in the arts.

3. The teacher understands how arts assessments enhance evaluation and student performance across a comprehensive curriculum (e.g. portfolio, critique, performance/presentation).

Performance

1. The teacher assesses students' learning and creative processes as well as finished products.

2. The teacher provides appropriate opportunities for students to display, perform, and be assessed for what they know and can do in the arts.

3. The teacher provides a variety of arts assessments to evaluate student performance.

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.

Knowledge

1. The teacher understands the importance of continued professional growth in his or her discipline.

Performance

1. The teacher contributes to his or her discipline (e.g., exhibits, performances, publications, and presentations).

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.

Knowledge

1. The teacher understands appropriate administrative, financial, management, and organizational aspects specific to the school/district arts program and its community partners.

2. The teacher understands the unique relationships between the arts and their audiences.

Performance

1. The teacher promotes the arts for the enhancement of the school and the community.

2. The teacher selects and creates art exhibits and performances that are appropriate for different audiences.

Standard 11: Learning Environment - The teacher creates and manages a safe, productive learning environment.

Knowledge

1. The teacher knows the procedures for safely handling, operating, storing, and maintaining the tools and equipment appropriate to his or her art discipline.

2. The teacher understands the use and management of necessary performance and exhibit technologies specific to his or her discipline.

Performance

1. The teacher ensures that students have the skills and knowledge necessary to accomplish art task safety.

2. The teacher manages the simultaneous activities that take place daily in the arts classroom.

3. The teacher operates and manages necessary performance and exhibit technology specific to his or her discipline in a safe manner.

Idaho Standards for Visual Arts Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the "acceptable" level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge, and performance statements for the Visual Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that are consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

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.

Knowledge

~~1. The teacher knows the formal and expressive aesthetic qualities of the visual arts.~~

2. The teacher ~~knows~~ understands a variety of media, styles, and techniques in multiple art forms.

~~3. The teacher understands the historical and contemporary meanings of visual culture.~~

4. The teacher has knowledge of individual artists' styles and understands the historical movements and cultural contexts of those works.

5. The teacher understands the elements and principles of art and how they relate to quality in works of art.

6. The teacher understands art vocabulary, its relevance to art interpretation, its relationship to other art forms and to disciplines across the curriculum.

7. The teacher understands how to use the creative process (brainstorm, research, rough sketch, final product, and reflection) and how to write an artist's statement.

8. The teacher understands the value of visual art as an expression of our culture and possible career choices.

Performance

1. ~~The teacher applies the knowledge of formal and aesthetic qualities to communicate ideas in the visual arts.~~

2. The teacher applies a variety of media, styles, and techniques in multiple art forms.

3. ~~The teacher instructs students in the historical and contemporary meanings of visual culture.~~

4. The teacher instructs students in individual artist styles and understands historical movements and cultural context of the those work

5. The teacher applies the elements and principles of art and how they relate to quality in works of art.

6. The teacher applies art vocabulary, its relevance to art interpretation, and relationship to other art forms and to disciplines across the curriculum

7. The teacher demonstrates how to use the creative process (brainstorm, research, rough sketch, final product) and how to write an artist statement.

8. The teacher creates an emotionally safe environment for ~~supports~~ individual interpretation and expression in the visual arts.

9. The teacher makes reasoned and insightful selections of works of art to support teaching goals.

10. The teacher provides opportunities for students to collect work over time (portfolio) to reflect on their progress, and to exhibit their work.

11. The teacher creates opportunities for students to realize the value of visual art as an expression of our culture and possible career choices.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

~~**Knowledge**~~

1. ~~The teacher knows how to create an instructional environment that is emotionally and intellectually safe.~~

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

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.

~~**Knowledge**~~

~~1. The teacher knows how to express his or her his/her own feelings and values through the meaningful creation of his or her his/her own artwork.~~

~~**Disposition**~~

~~1. The teacher recognizes the importance of a personal commitment to the creative process.~~

~~**Performance**~~

~~1. The teacher demonstrates studio skills and an understanding of his or her their own art making processes.~~

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.

Idaho Standards for Drama Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the "acceptable" level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Drama Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language was written by a committee of content experts and has been adopted verbatim.*

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.

Knowledge

1. The teacher knows the history of theater as a form of entertainment and as a societal influence.

2. The teacher knows the basic theories and processes of play writing.

3. The teacher understands the history and process of acting and its various styles.

4. The teacher understands the elements and purpose of design and technologies specific to the art of theater (e.g., set, make-up, costume, lighting, and sound).

5. The teacher understands the theory and process of directing theater.

Performance

1. The teacher incorporates various styles of acting ~~and production~~ techniques to communicate <u>character</u> ~~the ideas of actors,~~ <u>and to honor the playwright's intent.</u> ~~and directors~~.

2. The teacher supports individual interpretation of character, design, and other elements inherent to theater.

3. <u>The teacher demonstrates proficiency in all aspects of technical theatre.</u>

4. The teacher is able to direct shows for public performance.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

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.

Standard 9: Professional Commitment and Responsibility - ~~The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.~~ The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of 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.

Standards 11: Learning Environment- The teacher creates and manages a safe, productive learning environment.

Knowledge

1. The teacher understands how to safely operate and maintain the theatre facility.

2. The teacher understands how to safely operate and maintain technical theatre equipment.

3. The teacher understands OSHA and State Safety standards specific to the discipline.

4. The teacher understands how to safely manage the requirements unique to the drama classroom (e.g. stage combat, choreography, blocking, rigging, etc.)

Performance

1. The teacher can safely operate and maintain the theatre facility.

2. The teacher can safely operate and maintain technical theatre equipment.

3. The teacher employs OSHA and State Safety standards specific to the discipline.

4. The teacher can safely manage the requirements unique to the drama classroom (e.g. stage combat, choreography, blocking, rigging, etc.)

Idaho Standards for Music Teachers

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the "acceptable" level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Music Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

**This language has been written by a committee of content experts and adopted verbatim.*

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.

Knowledge

1. ~~The teacher understands how to find and select appropriate music repertoire for various educational purposes.~~

2. ~~The teacher knows representative solo, small ensemble, and large ensemble works of the past and present.~~

3. ~~The teacher understands how to perform written accompaniments on a music keyboard or chord instrument and how to transpose accompaniments to appropriate keys.~~

4. ~~The teacher knows techniques in improvising, composing, and arranging music.~~

5. ~~The teacher knows fundamental instrumental and pedagogical techniques to teach wind, string, and percussion instruments to beginning students in groups.~~

6. ~~The teacher knows fundamental vocal and pedagogical techniques to teach effective use of the voice.~~

7. ~~The teacher knows the technical and symbolic language of music.~~

8. ~~The teacher understands how to evaluate music and music performance.~~

~~9. The teacher understands the acoustical challenges of presenting successful performances in various types of facilities.~~

The teacher understands and knows how to teach:

1. Singing, alone and with others, a varied repertoire of music.

2. Performing on instruments, alone and with others, a varied repertoire of music.

3. Improvising melodies, variations, and accompaniments.

4. Composing and arranging music within specified guidelines.

5. Reading and notating music.

6. Listening to, analyzing, and describing music.

7. Evaluating music and music performances.

8. Understanding relationships between music, the other arts, and disciplines outside the arts.

9. Understanding music in relation to history and culture.

Performance

~~1. The teacher demonstrates an ability to improvise, compose, and arrange in a variety of styles and settings.~~

~~2. The teacher sufficiently performs on wind, string, and percussion instruments to teach beginning students in groups.~~

~~3. The teacher demonstrates fundamental vocal and pedagogical skill to teach effective use of the voice.~~

~~4. a. The instrumental teacher demonstrates experience in instrumental solo and ensemble performances.~~
~~-or-~~
~~b. The vocal teacher demonstrates experience in vocal solo and ensemble performances.~~

~~5. a. The instrumental teacher effectively uses the singing voice for instructional purposes.~~
~~-or-~~
~~b. The vocal teacher effectively uses at least one instrument for instructional purposes.~~

The teacher is able to demonstrate and teaches:

1. Singing, alone and with others, a varied repertoire of music.

2. Performing on instruments, alone and with others, a varied repertoire of music.

3. Improvising melodies, variations, and accompaniments.

4. Composing and arranging music within specified guidelines.

5. Reading and notating music.

6. Listening to, analyzing, and describing music.

7. Evaluating music and music performances.

8. Understanding relationships between music, the other arts, and disciplines outside the arts.

9. Understanding music in relation to history and culture.

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.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

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.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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.

Knowledge

1. ~~The teacher knows how to design and implement comprehensive music education opportunities in addition to traditional ensemble instruction (e.g., music appreciation, theory, history, and specialized ensembles such as madrigals, jazz choir, jazz band, and pep band).~~The teacher understands and knows how to design a variety of musical learning opportunities for students that demonstrate the sequential, holistic, and cumulative processes of music education. ~~(~~
~~2. The teacher understands the planning skills inherent in teaching and managing performances in various environments.~~

Performance

1. The teacher ~~designs~~ is able to teach and engage students in a variety of musical learning opportunities that demonstrate the sequential, holistic, and cumulative processes of music education~~(e.g., music appreciation, theory, and history).The teacher designs a variety of musical learning opportunities~~

2. ~~The teacher modifies teaching plans based on a discriminating aural perception of in-class activities.~~

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.

Performance

~~1. The teacher demonstrates a discriminating aural perception of student musical skills~~.

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.

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.

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2010 Visual and Performing Arts Standards Revision Agenda

Review and Revision of the Idaho Standards for
Visual and Performing Arts Teachers
(Art, Drama, Music)

State Department of Education
Len B. Jordan Building, 2nd Floor
650 W. State Street
Boise, Idaho 83720

Lewis & Clark Conference Room
Thursday, April 15, 2010
8:00 am to 4:30 pm

8:00 – 8:30 a.m.	BREAKFAST
8:30 – 8:45 a.m.	Welcome, Introductions and Agenda Review Katie Rhodenbaugh, Professional Standards Coordinator
8:45 – 9:15 a.m.	Background and Discussion Christina Linder, Director of Certification & Professional Standards Dr. Peggy Wenner, Humanities and Fine Arts Coordinator
9:15 – 9:45 a.m.	Silent Individual Review of the Visual and Performing Arts Foundation Standards
9:45 – 10:45 a.m.	Group Discussion Thoughts, Suggestions, and Revisions
10:45 – 11:00 a.m.	BREAK
11:00 -12:30 p.m.	Group Discussion Thoughts, Suggestions, and Revisions
12:30 – 1:15 p.m.	LUNCH
1:15 – 3:15 p.m.	Group Discussion Standards Revision Continued
3:15 – 3:30 p.m.	BREAK
3:30 – 4:30 p.m.	Final Discussion and Recommendations
4:30 p.m.	ADJOURN

Barbara Morgan Conference Room
Friday, April 16, 2010
8:00 am to 4:30 pm

8:00 – 8:30 a.m.	BREAKFAST
8:30 – 8:45 a.m.	Welcome Katie Rhodenbaugh, Professional Standards Coordinator
8:45 – 9:30 a.m.	Silent Individual Review of the Visual and Performing Arts Enhancement Standards & Endorsements (Art, Dram, Music)
9:30- 10:45 a.m.	Small Group Discussions Initial Thoughts, Suggestions, and Revisions
10:45 – 11:00 a.m.	BREAK
11:00 – 12:30 a.m.	Small Group Discussions (Enhancement Standards) Thoughts, Suggestions, and Revisions
12:30 – 1:15 p.m.	LUNCH
1:15 – 3:15 p.m.	Full Group Discussion (Endorsements) Revision Recommendations
3:15 – 3:30 p.m.	BREAK
3:30 – 4:30 p.m.	Full Group Discussion Final Revision Recommendations
4:30 p.m.	ADJOURN

<u>Participants</u>
Peggy Fiske, Art
Debbie Fischer, Art
Kaileen Harris, Drama
Tracy Harrison, Drama
Chris Zarr, Drama
Linda Berg, Music
Dr. Lorie Enloe, Music
Dr. Kevin Brower, Music
Christina Linder, Director of Certification & Professional Standards
Dr. Peggy Wenner, Humanities and Fine Arts Coordinator
Katie Rhodenbaugh, Professional Standards Coordinator

SUBJECT

Proposed Early Childhood Special Education Endorsement (Pre-K-3) Language for IDAPA 08.02.02.028, Exceptional Child Certificate

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

Currently the state is experiencing a shortage of special education teachers that hold the appropriate certification to teach in preschools. While the early childhood/blended certificate is meeting some of the need, districts have requested other options for certifying teachers, particularly to meet the needs of rural districts where university programs are not accessible.

University faculty of early childhood/blended certification programs were asked to provide solutions to the shortage, and are progressing toward making their traditional programs more accessible. However, after over two years of study, the Professional Standards Commission is recommending the addition of this endorsement to meet the stated need.

ATTACHMENTS

Attachment 1 – Proposed Early Childhood Special Education Endorsement (Pre-K-3) Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the proposed changes to IDAPA 08.02.02.028 as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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028. EXCEPTIONAL CHILD CERTIFICATE.
Holders of this certificate work with children who have been identified as having an educational impairment. (3-16-04)

01. General Education Requirements. Completion of the general education requirements at an accredited college or university is required; and (3-30-07)

02. Generalist Endorsement (K-12). The Generalist K-12 endorsement is non-categorical and allows one (1) to teach in any K-12 special education setting. This endorsement is valid for five (5) years. Six (6) credit hours are required every five (5) years for renewal. Regardless of prior special education experience, all initial applicants must provide an institutional recommendation that an approved special education program has been completed. To be eligible for an Exceptional Child Certificate with a Generalist K-12 endorsement, a candidate must have satisfied the following requirements: (3-16-04)

a. Completion of a baccalaureate degree from an accredited college or university. (3-16-04)

b. Completion, in an Idaho college or university, of a program in elementary, secondary, or special education currently approved by the Idaho State Board of Education, or completion, in an out-of-state college or university, of a program in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed. (3-16-04)

c. Completion of thirty (30) semester credit hours in special education, or closely related areas, as part of an approved special education program. (3-16-04)

d. Each candidate must have a qualifying score on an approved core content assessment and a second assessment related to the specific endorsement requested; and/or (3-16-04)

03. Early Childhood Special Education Endorsement (Pre K-3). The Early Childhood Special Education (Pre-K-3) endorsement is non-categorical and allows one to teach in any PreK-3 special education setting. This endorsement may only be added to the Standard Exceptional Child Certificate in conjunction with the Generalist K-12 endorsement and is valid for five (5) years. Six (6) credit hours are required every five (5) years for renewal. To be eligible for an Exceptional Child Certificate with an Early Childhood Special Education (Pre-K-3) endorsement, a candidate must have satisfied the following requirements: (- -)

a. Completion of a program of a minimum of twenty (20) semester credit hours in the area of Early Childhood Education to include course work in each of the following areas: Child development and behavior with emphasis in cognitive-language, physical, social and emotional areas, birth through age 8; Curriculum and program development for young children ages 3-8; Methodology: planning, implementing and evaluating environments and materials for young children ages 3-8; Guiding young children's behavior: observing, assessing and individualizing ages 3-8; Identifying and working with atypical young children ages 3-8; Parent-teacher relations; and, Field work to include an internship and student teaching at the Pre-K - 3 grades. (- -)

~~03.~~04. Hearing Impairment Endorsement (K-12). Completion of a minimum of thirty (30) semester credit hours in the area of hearing impairment. An institutional recommendation specific to this endorsement is required. To be eligible for an Exceptional Child Certificate with a Hearing Impaired endorsement, a candidate must have satisfied the following requirements: (4-11-06)

a. Completion of a baccalaureate degree from an accredited college or university; (4-11-06)

b. Completion of a program from an Idaho college or university in elementary, secondary, or special education currently approved by the Idaho State Board of Education; or (4-11-06)

c. Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (4-11-06)

d. Completion of a program of a minimum of thirty (30) semester credit hours in the area of Hearing Impairment. Must receive an institutional recommendation specific to this endorsement from an accredited college or university; and/or (4-11-06)

~~04.~~ 05. Visual Impairment Endorsement (K-12). Completion of a program of a minimum of thirty (30) semester credit hours in the area of visual impairment. An institutional recommendation specific to this endorsement is required. To be eligible for an Exceptional Child Certificate with a Visually Impaired endorsement, a candidate must have satisfied the following requirements: (4-11-06)

a. Completion of a baccalaureate degree from an accredited college or university; (4-11-06)

b. Completion of a program from an Idaho college or university in elementary, secondary, or special education currently approved by the Idaho State Board of Education; or (4-11-06)

c. Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (4-11-06)

d. Completion of a program of a minimum of thirty (30) semester credit hours in the area of Visual Impairment. Must receive an institutional recommendation specific to this endorsement from an accredited college or university; and/or (4-11-06)

IDAPA 08.02.02

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c. Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (4-11-06)

d. Completion of a program of a minimum of thirty (30) semester credit hours in the area of Hearing Impairment. Must receive an institutional recommendation specific to this endorsement from an accredited college or university; and/or (4-11-06)

~~04.~~ 05. Visual Impairment Endorsement (K-12). Completion of a program of a minimum of thirty (30) semester credit hours in the area of visual impairment. An institutional recommendation specific to this endorsement is required. To be eligible for an Exceptional Child Certificate with a Visually Impaired endorsement, a candidate must have satisfied the following requirements: (4-11-06)

a. Completion of a baccalaureate degree from an accredited college or university; (4-11-06)

b. Completion of a program from an Idaho college or university in elementary, secondary, or special education currently approved by the Idaho State Board of Education; or (4-11-06)

c. Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (4-11-06)

d. Completion of a program of a minimum of thirty (30) semester credit hours in the area of Visual Impairment. Must receive an institutional recommendation specific to this endorsement from an accredited college or university; and/or (4-11-06)

SUBJECT

Revision of the Idaho Standards for Public School Driver Education and Training.

REFERENCE

August 13, 2004	The current Idaho Standards for Public School Driver Education and Training were approved by the State Board of Education.
June 17, 2009	Revisions to the Idaho Standards for Public School Driver Education and Training were submitted for Approval to the State Board of Education and approved.
November 9, 2009	Revisions to the Idaho Standards for Public School Driver Education and Training were submitted for approval to the State Board of Education following a public comment period and approved.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1701 - 1708 Idaho Code
Idaho Administrative code, IDAPA 08.02.02 – Section 230, Driver Education.
Idaho Administrative code, IDAPA 08.02.02 – Section 004, Incorporation by Reference

BACKGROUND/DISCUSSION

Last year the State Board of Education approved the revised *Operating Procedures for Idaho Public Driver Education Programs.* These changes were taken to public comment and revised before resubmitting to the State Board of Education for final approval. The Idaho Legislature did not approve the revisions resulting in the State Department of Education resubmitting these rules for approval at this time. The primary purpose cited for the Legislature not approving the *Operating Procedures for Idaho Public Driver Education Programs* was due to unclear guidelines relating to the relationship between commercial driving schools and the State Department of Education. The current draft of the *Operating Procedures for Idaho Public Driver Education Programs* addresses those concerns.

These proposed *Operating Procedures for Idaho Public Driver Education Programs* manual are better aligned with national standards for Driver Education and Training programs compared to the current document. It specifies rules that have been unclear before, adds a few new rules that improve the service we offer Idaho teens and identifies the responsibilities of School Districts that contract with a commercial driver education company to provide driver education services to their students. Examples of improvements include clarifying reasons students may be dropped from a course, the duration of a course, hours per day students may be in class and in a car, requiring parent-teacher contact, reducing paperwork for teachers and disallowing multiple D.U.I. offenders and felony offenders against children from becoming Driver Education and Training instructors.

These revisions also address the fact that the regulation and oversight of Commercial Driving Schools is now under the Idaho Bureau of Occupational Licenses. As a result, IDAPA 08.02.02 – Section 004 and IDAPA 08.02.02 – Section 230 both needed to be amended to eliminate references to commercial driving school standards being approved by the State Board of Education and housed at the State Department of Education.

IMPACT

There will be no financial impact as a result of these rule changes.

ATTACHMENTS

Attachment 1 – Idaho Administrative code, IDAPA 08.02.02 – Section 004, Incorporation by Reference
Attachment 2 – Idaho Administrative code, IDAPA 08.02.02 – Section 230, Driver Education.
Attachment 3 – Proposed Operating Procedures of Idaho Public Driver Education Programs. Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the proposed changes to IDAPA 08.02.02.004 and 08.02.02.230 as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

A motion to approve the changes to the Idaho Public Drivers Education Programs Manual as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

IDAPA 08 TITLE 02 CHAPTER 02

08.02.02 - RULES GOVERNING UNIFORMITY

004. INCORPORATION BY REFERENCE.
The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

01. Incorporated Document. The Idaho Standards for the Initial Certification of Professional School Personnel as approved on June 18, 2009. (3-29-10)

02. Document Availability. Copies of this document can be found on the Office of the State Board of Education website at http://www.boardofed.idaho.gov. (3-29-10)

03. Incorporated Document. The Standards for Idaho School Buses and Operations as approved on November 7, 2008. (5-8-09)

04. Document Availability. The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. (5-8-09)

05. Incorporated Document. Th~~e Idaho Standards for Public School Driver Education and Training~~ Operating Procedures For Idaho Public Driver Education Programs as approved on August ~~13~~11~~,~~ ~~2004~~2010. ( )

06. Document Availability. The ~~Idaho Standards for Public School Driver Education and Training~~ Operating Procedures For Idaho Public Driver Education Programs are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702 and can also be accessed electronically at http://www.sde.idaho.gov. ( )

~~**07. Incorporated Document**. The Idaho Standards for Commercial Driving Schools as approved on March 10, 2005. (4-11-06)~~

~~**08. Document Availability**. The Idaho Standards for Commercial Driving Schools is available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)~~

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IDAPA 08 TITLE 02 CHAPTER 02

08.02.02 - RULES GOVERNING UNIFORMITY

230. DRIVER EDUCATION.

~~**01. Commercial Schools**. Pursuant to Section 004 of these rules, all driver education courses offered in Idaho commercial schools must be conducted in compliance with all the requirements in the Idaho Standards for Commercial Driving Schools, as incorporated. (4-11-06)~~

02. Public Schools. Pursuant to Section 004 of these rules, all public driver education courses offered in Idaho public schools must be conducted in compliance with all the requirements in the ~~Idaho Standards for Public School Driver Education and Training~~ Operating Procedures For Idaho Public Driver Education Programs, as incorporated. ( )

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OPERATING PROCEDURES
For Idaho Public Driver Education Programs

Published by the Idaho State Department of Education
PO Box 83720 Boise, ID 83720-0027

State Board Approved
June 18, 2009

Mr. Tom Luna
State Superintendent of Public Instruction

Table of Contents

IDAPA 08.02.02.004
PUBLIC DRIVER EDUCATION
All Idaho public Driver Education programs must be conducted in compliance with all of the requirements in this document. Sections 1-6 ~~in~~ apply to public school Driver Education programs only while section 7 applies to public school districts contracting with a private driving school.

1.0 PUBLIC DRIVER EDUCATION STUDENT REQUIREMENTS

1.1 Enrolled Students

1.1.1 An individual between the ages of 14 ½ and 21 may enroll in an Idaho public driver education and training program.

1.1.2 Students under the age of 18 must provide a *Verification of Compliance Form* from their school to prove that they are currently enrolled in school.

1.1.2.1 Home-schooled students may check the appropriate box on the Verification of Compliance form.

1.1.3 An Idaho driver training permit must be purchased before the student participates in any instruction.

1.2 Transfer Students From Out Of State

1.2.1 Students completing driver education in another state must have met or exceeded Idaho's minimum requirements of thirty (30) classroom hours, six (6) behind-the-wheel hours, and six (6) observation hours to qualify for or to complete the six (6) month supervised instruction period in Idaho. The documentation must be on an official school form, signed by the instructor or administrator.

1.2.1.1 Online coursework is not transferable unless it meets or exceeds INACOL standards for online learning.

1.2.2 Students who have completed thirty (30) hours of classroom instruction in another state but fewer than six (6) hours of in-car instruction and less than six (6) hours of observation may complete the in-car instruction and observation in Idaho.

1.3 Student Transfers

1.3.1 If a student transfers out with a valid reason (illness, injury, etc.), the student list must show the student as "transferred out" to keep the permit valid. The school must hold onto the permit until that student can be "transferred in" to another class.

1.4 Failure/Removal from a Public Driver Education Program

1.4.1 Students may be removed from or fail a Public Driver Education program for reasons that include, but are not limited to, the following:

1.4.1.1 Not having purchased a permit before any instruction takes place.
1.4.1.2 Excessive tardiness or absences.
1.4.1.3 Attitude and/or behavior that detracts from safe driving or a positive Driver Education classroom environment.
1.4.1.4 Cheating (whether sharing or receiving answers or work without permission.
1.4.1.5 Violation of Idaho's alcohol/age laws during Driver Education, while driving or not, will cancel the instruction permit and result in failing Driver Education.
1.4.1.6 Any violation of the Driver Education permit including driving without the instructor during the period of time the course is being offered.
1.4.1.7 Use of a mobile or electronic device during instruction without the instructor's permission.

1.5 Students with Special Needs

1.5.1 If a student has an Individualized Education Program (IEP), the IEP team should develop goals and objectives to determine if the student will need special accommodations in Driver Education and Training. Once enrolled, every effort should be made to adapt lesson materials to the student's specific needs (Individuals with Disabilities Education Act, IDEA; PL101-476). Students not eligible for special education services should consult with the district's school staff responsible for determining under the IDEA if the student could qualify and receive services under Section 504.
1.5.2 Public Driver Education programs will have procedures in place to assist instructors in identifying students with special needs.

2.0 PUBLIC PROGRAM INSTRUCTIONAL REQUIREMENTS

2.1 Classroom Environment

2.1.1 If the classroom is not located in a public ~~or private~~ school building, a *Certificate of Maximum Occupant Load* from the state fire marshal, local fire department, or local planning and zoning agency must be submitted. The classroom must, in addition to fire and safety approval, meet the standards required by the American with Disabilities Act.
2.1.2 The classroom environment will be conducive to learning, free from any disturbing influences and used exclusively for driver education instruction during the classroom period.

2.2 Minimum Hours and Days

2.2.1 All Idaho public driver education and training courses shall include a minimum of thirty (30) clock hours of classroom instruction, six (6) clock hours of behind the wheel instruction and six (6) clock hours of observation.
2.2.2 With the exception of the approved Idaho online course, the thirty (30) clock hours of

classroom instruction requires face to face interaction with the instructor.

2.2.3 Homework assignments completed outside the classroom shall not be counted in the thirty (30) clock hours of classroom instruction.

2.2.4 Students shall be regularly scheduled for concurrent and sequential classroom and behind the wheel instruction. Every student will receive instruction for the required number of hours.

2.2.5 Each behind-the-wheel lesson shall be taught in the classroom prior to practicing the lesson during behind the wheel instruction.

2.2.6 Classroom instruction shall not be substantially completed or completed before starting in-car practice.

2.2.7 Before students begin behind the wheel instruction on a public roadway, they will first be given classroom instruction for the basics of: approaching the vehicle with awareness; orientation to controls; use of vision to control the vehicle; proper use of the steering wheel; accelerator and brake control; turning left and right; signs, signals, and markings; and rules of the road.

2.2.8 A maximum of thirty-six (36) students shall be scheduled per class.

2.2.9 Classroom instruction shall not exceed ten (10) hours in a seven day period.

2.2.10 Classroom instruction shall not exceed three and a third (3.33) hours per day.

2.2.11 Instruction shall not begin earlier than 6:00am or end later than 10pm.

2.3 Behind the Wheel Driving Time

2.3.1 The optimum time each student will be behind the wheel is sixty (60) minutes or less per day.

2.3.1.1 When it is in the best interest of the program, students may drive a maximum of ninety (90) minutes per day in two forty-five (45) minute intervals. These intervals must be separated by a break or period of observation of at least forty-five (45) minutes.

2.3.2 Each student shall not receive more than three (3) hours of in-car instruction in a seven day period.

2.3.3 Behind the wheel lessons shall not begin earlier than 6am or end after 10pm.

2.3.4 Drive time shall not include time spent driving to pick up or drop off students unless the route meets the objective of the drive lesson.

2.3.5 Each drive must have specific, written objectives.

2.3.6 Detailed feedback will be provided to each student after each drive.

2.4 Observation Time

2.4.1 Students may observe from the rear seat for a maximum of three (3) hours per day.

2.4.2 Instructors will provide lessons to engage observing students in each drive lesson.

2.4.3 Students may complete the observation time with a parent or legal guardian when the instructor and parent/guardian agrees that it is in the best interest of the student.

2.5 Vehicle Occupants

2.5.1 Only the instructor and student driver may occupy the front seats.

2.5.2 In-car instruction shall include not less than two (2) or more than three (3) students in the car.

2.5.2.1 While not recommended, one student may be scheduled for in-car instruction when it is determined to be in the best interest of the student. This exception shall have prior written permission from the parent or legal guardian.

2.5.3 No person shall occupy a rear seat unless involved as a student, parent/guardian, instructor or student enrolled in a driver education teacher preparation course, translator, administrator or designee, or supervisor of the driver-training program.

2.6 Multiple-Car Driving Range

2.6.1 Two (2) hours of driving on a multiple-car driving range may be substituted for one (1) hour of BTW instruction. Multiple-car instruction may be substituted for not more than three (3) of the total six (6) hours required for behind the wheel instruction.

2.7 Simulation Instruction

2.7.1 Simulators may be used for supplemental instruction only and not used for any part of the six (6) hours of behind the wheel or observation time.

2.8 Distance Learning Courses

2.8.1 Students taking the classroom portion of Driver Education online must find and hire a local certified in-car instructor prior to beginning the course.

2.8.2 Students must purchase a permit before being allowed to participate in any classroom or in-car instruction.

2.8.3 Approved online Driver Education courses must meet or exceed the INACOL standards for online learning and be approved by the Idaho State Department of Education.

3.0 PUBLIC PROGRAM INSTRUCTOR REQUIREMENTS

3.1 Age

3.1.1 Idaho Public Driver Education instructors must be at least twenty-one (21) years of age.

3.2 Driver's License

3.2.1 Applicants for an original or renewal public Driver Education instructor license shall possess a valid class A-D driver license and have a satisfactory driving record. A driving record will be determined satisfactory only if the applicant has not:

- received a court suspension or revocation that is not traffic related
- been convicted of a traffic violation that carries a mandatory suspension or

revocation of the driver's license within the preceding thirty-six (36) months.

- been convicted of more than one (1) occasion of any moving traffic violation within any twelve (12) month period of the previous thirty-six (36) months.
- been convicted for any moving traffic violation causing a fatal traffic collision
- been convicted for driving while his/her driver's license was revoked or suspended.
- been convicted for driving under the influence of a controlled substance within the past five (5) years.

3.2.2 Out-of-state residents working in the Idaho public school system must submit a state-issued copy of their driving record from their home state.

3.3 Education

3.3.1 Applicants for an original public Driver Education instructor license must have completed at least four (4) semester credit hours in a state-approved Driver Education licensing course.

3.3.2 Applicants for an original public license must have a valid Idaho educator credential ~~teaching certificate~~.

3.3.3 Licensed instructors moving to Idaho from another state must take and pass the Idaho Driver Education certification course final exam with a grade of 80% or higher. If a new-to-the-state applicant fails the first attempt he or she may request a second attempt. If both attempts are failed, the Idaho Driver Education Licensing course must be taken.

3.3.4 Idaho Public Driver Education instructors who have let their licenses lapse must either attend fifteen (15) hours of Driver Education professional development or take and pass the Idaho Driver Education Licensing Course’s final exam with a grade of 80% or higher. If the applicant fails the written final exam, he or she may request a second attempt but if the second attempt ~~if~~ is failed as well, he or she must retake the Idaho Driver Education Licensing Course or wait to attend fifteen (15) hours of Driver Education professional development.

3.3.5 Public Driver Education Instructor applicants must submit an Idaho Transportation Department (ITD) skills test form that has been administered by an ITD skills tester within the past 12 months, with a passing score of not more than 7 penalty points. The applicant must wait three (3) days before retesting.

3.3.5.1 At the discretion of the State Department of Education, a re-examination of the knowledge or skills may be required for a license renewal.

3.3.6 Instructors who once had a valid teaching credential may continue to teach Driver Education without having to keep their teaching credential current.

3.4 Medical Examination

3.4.1 Public Driver Education and Training instructors shall have a medical examination that meets the Federal Motor Carriers Safety Regulations (49 CFR 391.41-391.49).

3.4.2 The medical examination shall be completed within three months preceding the application.

3.4.3 The medical examination report must indicate whether the applicant has any ailment, disease, or physical or mental disability(ies) that may cause momentary or prolonged lapses of consciousness or control, which is or may become chronic. Applicants must not be suffering from a physical or mental disability or disease that may prevent the applicant from maintaining reasonable and ordinary control over a motor vehicle or that could impair the applicant's ability to drive safely or instruct automobile drivers.

3.4.4 The medical examination must be renewed every two years and a copy of the official form sent to the Idaho State Department of Education.

3.4.5 Public Driver Education Instructors who cannot pass a physical may request permission to teach the classroom portion of the course only when they turn in a copy of their medical exam.

3.5 Professional Development

3.5.1 Public Driver Education Instructors must complete and provide documentation of fifteen (15) hours of professional development training every two (2) years. Professional development hours will be accepted if for the purpose of enhancing instructional knowledge and skills in support of teaching best practices.

3.5.2 Professional development training, other than state offered workshops, must be pre-approved by the State Department of Education and may be obtained through a state agency, college or university, or professional education organization. Professional development training may be selected from independent study courses and may also include Continuing Education Units (CEUs) approved by the Department of Education.

3.6 License Renewal

3.6.1 The School district must submit the Public School Annual Program Plan Packet listing all instructors to be licensed for their district to teach driver education. Instructors are licensed each July 1st for a period of twenty-four (24) months.

3.6.2 Instructors are responsible to make sure their licensing requirements, including medical exam and professional development, are current.

3.7 Criminal History Check

3.7.1 Anyone affiliated with teaching public Driver Education must have a current criminal history check on file at the Idaho State Department of Education on an official SDE form.

3.7.2 If an employee remains continuously employed with a district, an additional criminal history check is not required. However, when a person begins employment with another district or if there is a break in service, a new criminal history check is required.

3.7.3 If an instructor works for two or more districts at the same time and a criminal history check has been done within the past three (3) months, an SDE *Multiple Assignment Form* may be filled out and one background check used for all schools on the form.

3.7.4 An individual convicted of a misdemeanor or felony crime against a child is not eligible for Public Driver Education licensing.

3.7.5 A Public Driver Education Instructor convicted of a misdemeanor or felony crime against a child will lose his or her current Driver Education license.

3.8 Driving Under the Influence (D.U.I.)

3.8.1 If a Public Driver Education instructor is convicted of a D.U.I. while holding a Public Driver Education instructor's license, the license will be immediately revoked for a period of not less than five (5) years from the date of conviction.

3.8.2 If a conviction for D.U.I. has occurred within the past five (5) years, the individual with the conviction will not be eligible for a Public Driver Education instructor's license until five (5) years from the date of conviction.

3.8.3 Refusal to take an evidentiary test will result in instructor license revocation for a period of five (5) years.

3.8.4 An individual with more than one D.U.I. is not eligible for a Public Driver Education instructor's license.

4.0 PUBLIC PROGRAM COURSE ADMINISTRATION

4.1 Annual Application to Operate Packet

4.1.1 All public Driver Education programs, including those contracting with a private driving school, must submit an *Annual Program Plan* to the State Department of Education for approval no less than thirty (3O) days prior to the start of the first class of the fiscal year.

4.2 Student Lists

4.2.1 All public Driver Education programs must submit a *Final Student List* provided by the SDE to their local Department of Motor Vehicles (DMV) within three (3) days after a course ends.

4.2.2 Course end dates on the final student lists must be the same date students begin their six (6) months of supervised driving.

4.3 Reimbursement

4.3.1 All public Driver Education programs must report all income generated by student fees and district expenses to the State Department of Education on the *Reimbursement Form.*

4.3.2 Public School Programs may choose to file a claim for reimbursement within forty-five (45) days after each class ends or submit all classes at once, annually.

4.3.3 Claims for reimbursement must include final student lists for each course taught.

4.3.4 Any public Driver Education program that fails to meet the standards within this document shall not be entitled to reimbursement.

4.3.5 Public school districts may include the cost of instructor training and required medical examinations for its instructors on their *Reimbursement Form.*

4.3.6 Two or more districts may cooperate in offering Driver Education and Training. However, only one school district may submit a *Reimbursement Form*. All adjustments for payment of expenses will be between the cooperating districts.

4.3.7 If a student fails, the student can re-enroll in another class, providing the student purchases a new Driver-Training Permit. The student may again be added to another *Reimbursement Form.*

4.3.8 Public schools are eligible for full reimbursement at the current rate for each student that completes the required thirty (30) hours of classroom, six (6) hours of driving, and six (6) hours of observation.

4.3.8.1 Public schools will be reimbursed half the current reimbursement rate for students who complete more than fifteen (15) but fewer than thirty (30) hours of classroom.

4.4 Students outside a School District

4.4.1 Students enrolled in any Idaho public school district may enroll in Driver Education and Training outside their home district with approval from both districts.

4.5 Student Records

4.5.1 At the end of the course, the student's driving logs shall be included in the student's record and maintained by the school. All original student records shall be maintained for a minimum of five years, including students who passed, failed, withdrew, cancelled or transferred. Each student's record shall include:

- student's full name, address, telephone number
- Driver-Training Permit number
- attendance records
- behind-the-wheel driving log
- quizzes and tests grade results
- final grades.

4.5.2 Students will be given a certificate of completion upon passing a <u>Public</u> Idaho Driver Education course.

4.5.3 Original student records shall be made in ink and updated after each lesson.

4.5.4 The original records shall be made available to the Department of Education upon request.

4.5.5 Loss, mutilation, or destruction of records must be reported immediately to the Department of Education by affidavit, stating the date the records were lost, destroyed, or mutilated; the circumstances involving the loss, destruction, or mutilation; the name of the law enforcement officer or fire department official to whom the loss was reported; and the date of the report.

4.6 Collision/Incident Report

4.6.1 Within two (2) weeks following any incident involving a public driver-training vehicle, the School District must submit a current SDE *Collision/Incident Report Form* to the Department of Education.

4.7 Driving Logs

4.7.1 A driving log for each student shall be maintained by the instructor and include the following minimum information: (1) student name, (2) driver training permit number, (3) home phone number, (4) emergency contact name and phone number, (5) instructor's name, (6) date and clock time of each drive, (7) skills taught, (8) driving time, (9) instructor remarks, (10) student initials verifying time/date for each drive and observation, (11) final behind-the-wheel grade, (12) total driving time, and (13) special accommodations if used (hand controls, a seat cushion, etc.).

4.8 Instructor Cell Phone and Mobile Device Use During Instruction

4.8.1 Instructor cell phone use while a student is driving shall be limited to emergency purposes only.

4.9 Assessments

4.9.1 The standards for passing a public Driver Education and Training program shall be clearly set forth in writing to students prior to starting the course of instruction.
4.9.2 Students shall be assessed in the following three (3) areas: knowledge, skills, and attitude. A student who fails in any one of these three areas shall fail the entire course.
4.9.3 Each student shall be assessed for knowledge and understanding of the classroom lessons with quizzes that require students to list, define, describe, identify, demonstrate, explain, compare, predict, estimate, or solve.
4.9.4 Successful completion for the course is earning a grade of 80% or higher.
4.9.5 A final knowledge test will be administered at the completion of the course.
4.9.6 A final behind-the-wheel skills test will be administered that measures the essential skills required for operating a motor vehicle safely on public roadways.

4.10 Parental Involvement

4.10.1 Contact with each student's parent or guardian is required at least once during the course.
4.10.1.1 Contact may be by phone, email, mail, or in person.

4.11 Make Up Policy

4.11.1 The school will have a written policy for missed coursework and driving.
4.11.2 A make-up policy shall ensure that all required hours of instruction and course content are completed. Students will not be allowed to make up missed lessons in a scheduled classroom session unless the lesson missed is being taught. Make-up lessons may be provided on an individual basis.
4.11.3 The school may charge an extra fee for missed coursework and driving.

4.12 Curriculum

4.12.1 An Idaho public Driver Education and Training program's classroom and behind the wheel essential knowledge and skills shall meet or exceed those in the most recent *Idaho Public Driver Education Curriculum Guide*.
4.12.2 Idaho Public Driver Education programs may create their own curricular materials as long as they meet or exceed the most recent *Idaho Public Driver Education Curriculum Guide.*
4.12.3 Idaho Public Driver Education programs must meet or exceed the most current *Idaho Teen Driver Education and Training Program Content Standards and Benchmarks.*
4.12.4 The *Idaho Public Driver Education Curriculum Guide* will be based on nationally accepted standards and best practices.
4.12.5 A school's curriculum may be audited as part of a regular review.

4.13 Lesson Plans

4.13.1 Each instructor shall have lesson plans for the lesson they are teaching in the classroom and/or behind the wheel based upon the program's approved curriculum content outline. Lesson plan content shall meet or exceed the most current *Idaho Public Driver Education Curriculum Guide.*

4.14 Student Instructional Materials

4.14.1 Each student shall have access to instructional materials to read and study during the course. The instructional material shall be equal to or exceed the content of current state-adopted driver education textbooks and be compatible with the school's curriculum content outline.
4.14.2 Textbooks, if used, shall be selected from the list adopted by the State Department of Education.

4.15 Idaho Driver's Manual

4.15.1 Each student shall have access to a current copy of the *Idaho Driver's Manual*. The manual shall not be used as the only source of instructional material, but shall be used as an aid for instruction on Idaho's traffic laws, rules of the road, driver licensing and vehicle registration.

4.16 Practice Guide/Log

4.16.1 Each student and their parent or legal guardian shall be informed of the requirements of the Graduated Driver Licensing laws and provided a *Supervised Driving Guide* and driving log for their use during the required six (6) months of the Graduated Driver Licensing practice period.

5.0 PUBLIC DRIVER EDUCATION VEHICLE REQUIREMENTS

5.1 Vehicle Type

5.1.1 Only passenger vehicles may be used. All motor vehicles used for in-car instruction shall be properly registered in compliance with the Idaho Transportation Department's vehicle registration laws and be maintained in safe operating condition.

5.2 Vehicle Use

5.2.1 If any of the mileage will be included for reimbursement and a vehicle is not used exclusively for driver training, the school will maintain a mileage log. The log will remain on file with the Driver Education program's expenses.

5.3 Annual Vehicle Inspection

5.3.1 Before a vehicle is used for instruction, a certified mechanic must inspect the vehicle using the *Vehicle Inspection Form* provided by the State Department of Education.
5.3.2 Vehicles not passing the inspection shall be placed out of service until the needed repairs are made and the vehicle is re-inspected by a certified mechanic using the *Vehicle Inspection Form*.
5.3.3 Annual inspections expire on June 30th each year.
5.3.4 Inspections serve to verify the integrity of the vehicle's critical safety components that are necessary to ensure that the vehicle is in safe operating condition.
5.3.5 Following any motor vehicle crash involving the vehicle, the public driver training school shall withdraw the vehicle from the fleet and not use it for instruction until it has passed a new mechanical inspection. This new inspection must be submitted to the State Department of Education before the vehicle can be returned to service.
5.3.6 Mechanics may use the *Vehicle Inspection Form* provided by the State Department of Education or their own, provided it meets or exceeds the inspection standards recommended by the American Association of Motor Vehicle Administrators.
5.3.7 A dual brake must be included in the inspection.
5.3.8 A copy of the Annual Vehicle Inspection must be included in the Annual Program Plan.

5.4 Required Vehicle Equipment

5.4.1 All motor vehicles used to practice driving lessons shall be equipped with a dual control brake pedal within easy reach of the instructor and capable of bringing the vehicle to a stop in accordance with Idaho Code §49-933(7).

5.4.2 Driver training vehicles shall be equipped with:

-Operating safety belts and all occupants in the driver-training vehicle shall be properly secured in a safety belt when the vehicle is moving.

-An inside rear view mirror for the exclusive use of the instructor.

-Side-view mirror on each side of the vehicle, adjusted for the driver's use.

5.4.3 Signs and/or lettering that can be seen from outside the vehicle to the rear and both sides of the vehicle.

5.4.3.1 The signs and/or letters will be of contrasting colors so as to be clearly readable at one hundred feet in clear daylight.

5.4.3.2 Signs and/or lettering to the rear and sides will have "STUDENT DRIVER,", "DRIVER EDUCATION," or "DRIVING SCHOOL" with not less than 2 ½ inch high lettering.

5.4.3.3 Signs and/or lettering to both sides of the vehicle will have the name of the school or school district with not less than two-inch (2) high lettering.

5.4.3.4 All signs and/or lettering must be safely secured while the vehicle is in motion.

5.4.3.5 When replacing worn or installing new signs, the lettering will comply with these standards.

5.4.4 Vehicles used on a multiple car, off-street "range" are not required to be equipped with a dual control brake, car signage, or rear-view mirror for the instructor.

5.5 Vehicle Insurance

5.5.1 Insurance coverage shall be maintained in full force and effect while the vehicle is used for driver training and will meet the requirements in Idaho Statute §6-924. The current statute states the policy will have a limit of not less than $500,000 for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

6.0 MONITORING AND REVIEWING PUBLIC DRIVER EDUCATION PROGRAMS

6.1 The State Department of Education may review Public Driver Education classroom and behind-the-wheel instruction and program records for compliance with instructional, statutory, and regulatory requirements.

6.2 Complaints against a Public Driver Education program or instructor will result in an investigation and/or compliance review.

6.3 Reviewed public schools and/or instructors will be given feedback in areas they are doing well in and areas they can improve in.

6.4 Public schools and/or instructors that are out of compliance with policy will be put on an improvement plan that provides the support and time necessary to make the suggested or required changes that come from a review.

6.5 Public Schools and/or instructors that refuse or fail to make the necessary changes to be in compliance within the agreed upon timeframe will not be eligible for reimbursement or be able to offer a program until they are back in compliance.

7.0 PUBLIC SCHOOL DISTRICTS CONTRACTING WITH A PRIVATE DRIVING SCHOOL

7.1 School districts may contract with a private driving school to provide a Driver Education and Training program. To qualify for reimbursement, the district shall have a written contract with the private driving school specifying the responsibilities of each party.

7.1.1 Contracts must be renewed annually.

7.2 A copy of the contract shall be included in the ~~a~~ Annual ~~a~~ Program ~~a~~ Plan submitted by the school district to the State Department of Education at least thirty (30) days prior to a program starting for that fiscal year.

~~7.2.1 The required documents within the Annual Program Plan include an Instructor Approval List, a copy of valid insurance for each vehicle used, and a copy of a vehicle inspection for each vehicle used..~~

7.3 The school district is responsible for ensuring that the contractor is teaching content that meets or exceeds the State Board of Education approved Public Driver Education Content Standards and Benchmarks.

7.4 All record keeping and required reporting to the State Department of Education shall be completed by the school district.

7.5 All student records are the property and responsibility of the school district.

7.6 In accordance with State Statute 33-512, school districts shall ensure that all private driver education instructors who are contracting with a public school and who will have unsupervised contact with students, have a current criminal history check on an official SDE fingerprint card on file at the Idaho State Department of Education. School districts will also be responsible for cross-checking all private driver education instructors working as contractors for the school district against the statewide sex offender register.

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 Educational 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 the State Superintendent of Public Instruction, P.O. Box 83720, Boise, Idaho 83720-0027, (208) 3326800, or to the Director, Office of Civil Rights, Department of Education, Washington, D.C.

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SUBJECT

Temporary and Proposed Rule - Mastery Advancement Pilot Program (MAPP)

APPLICABLE STATUTE, RULE, OR POLICY

House Bill No. 493

BACKGROUND/DISCUSSION

In 2010 the Idaho Legislature passed House Bill 493 detailing a six-year pilot program. The program as outlined in the law detailed the way in which selected districts could participate in a program to advance students through elementary and secondary schools at an accelerated pace. The bill also detailed a scholarship program for students who graduate early. While there is a great deal of specific detail in the bill, section 33-1624 directs the State Department of Education to promulgate rules to further explicate the process for implementation of the pilot program.

IMPACT

There are a number of potential impacts. First, there is the potential for an increased number of students to graduate early from Idaho high schools. Second, there will be financial rules necessary for these early graduates and the respective schools and districts. The early graduates would be eligible for a scholarship which is 35% of the statewide Average Daily Attendance. The school would also then get 35% of that amount for the student and 30% would be kept in the general fund. The third impact will be the need for participating districts to develop and administer the assessments necessary to determine if students can pass out of a class. Districts and charter schools may require students to pay for the mastery exam. The CLEP exam, as noted as an acceptable exam, has a current cost of $77 per exam. Districts and charter schools may also incur a cost if the development and administration of the mastery exams are created and administered within the district.

ATTACHMENTS

Attachment 1 – IDAPA Code 08.02.03.117 (New section)	Page 3
Attachment 2 – House Bill 493	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the proposed rule of IDAPA code 08.02.03.117 to detail the Mastery Advancement Pilot Program as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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IDAPA 08.02.03 Rules Governing Thoroughness

117. Master Advancement Pilot Program (MAPP)

Definitions

1. Challenge Exam - a test that is rigorous and covers the full depth and breadth of knowledge of a specific course. A challenge exam is more difficult than an End of Course exam which typically is counted only for a portion of a student's final grade and covers only a sampling of the course content.
2. Local Education Agency (LEA) – defined as a school district or a charter school that operates independently of any district and reports to the Idaho Charter School Commission.
3. Secondary is considered grades 7-12.
4. Elementary is considered grades K-6.
5. School Year: A school year is defined in IDAPA 08.02.01.250.01 as 810 hours for grades 1-3; 900 hours for grades 4-8; and 990 hours for grades 9-12.

01. LEA Participation

a. LEAs must apply for the MAPP program no later than September 2010. LEAs will not be allowed to participate in the program after the initial sign up period.
b. LEAs may request from the State Department of Education in writing of the intent to opt out of the program during the six year pilot.
c. The State Department of Education will create and review LEA application submissions.
d. LEAs may choose to include all or as few as one school within the district.
e. LEAs may participate in the secondary pilot or the elementary pilot or both.
f. LEAs must include in the application a plan for public involvement and parental notification of the program.

02. Secondary Pilot Program

a. Criteria
   i. LEAs will provide a detailed plan for implementing the program. This plan will include at a minimum: a process for students to request a Challenge Exam, review of the exam scores and providing advice on course or grade advancement.
   ii. A district must have had a Challenge Exam or equivalent exam equivalent to an exam that would demonstrate full course mastery in place for a minimum of two school years prior to participating in MAPP.
   iii. Participating districts must be able to demonstrate the reliability and validity of the chosen measure in ensuring strong enough course knowledge to be successful in the next course in the series. For example, a district must have evidence that a student who passes an Algebra I measure has a reasonable chance of success in Algebra II.
   iv. LEAs may chose to incorporate scores from national standardized tests such as the ACT, SAT, CLEP exams as the measure. These measures will

be accepted by the State Department of Education as already having the validity and reliability necessary.

v. The State Department of Education, in cooperation with the vendors of the national standardized tests, will provide a list recommending the course of mastery and the standard (score) at which students would be successful in the next course.

b. Costs

i. LEAs may require students to pay for any of the assessments administered. Costs could include the standardized test fee or the administration costs incurred by the district.

ii. Costs may not exceed the actual costs incurred by the district.

03. Elementary Pilot Program

a. Criteria

i. Elementary school participation in MAPP allows for schools to use measures other than assessments. LEAs must submit a plan including how students will be measured and advanced either to the next grade or class.

ii. The State Department of Education will review the plans and provide direction or suggestions.

iii. The State Department of Education will provide information on two research-based advancement programs for elementary schools as suggested models. LEAs may submit a plan that is different from the suggested models.

b. Costs

i. LEAs may require students to pay for any of the assessments administered. Costs could include the standardized test fee or the administration costs incurred by the district.

ii. Costs may not exceed the actual costs incurred by the district.

04. Reporting

a. LEAs are required to submit to the State Department of Education, no later than June 10, the following data for all schools within the district regardless of whether the school is a site for MAPP:

i. Comprehensive list of all students who participated in MAPP, including the students who graduated early and the number of years that each student graduated early.

ii. Detailed information on the performance of participating students on Challenge Exams or other measures used.

iii. The number of requests for Challenge Exams or advancement and the requests granted.

iv. School and District disciplinary and/or behavioral incidents.

v. School and District graduation and dropout rates.

vi. Number of students in each school and for the LEA participating in advanced placement concurrent enrollment, or college courses while still students in the LEA.

05. Early Graduation Eligibility

a. Students must have attended an Idaho public school for four full school years immediately prior to graduation to be eligible for a Mastery Scholarship.
b. Students must have completed all LEA and State graduation requirements within 11 full school years or 9,900 hours to be eligible for a 1 year mastery scholarship, within 10 full school years or 8,910 hours to be eligible for a 2-year mastery scholarship or within 9 full school years or 7,920 hours to be eligible for a 3-year mastery scholarship.
c. Students must attend an Idaho public college or university for the entirety of the scholarship period in order to receive the scholarship payment.
d. Students are eligible for a maximum of three years of mastery scholarship.
e. Students must enroll at an Idaho public college or university immediately within two years following early graduation in order to receive scholarship funds.

06. ADA and Scholarship Funding

a. Guidelines
   i. The statewide average daily attendance-driven funding per enrolled pupil shall be calculated by adding the previous fiscal year's statewide distributions for salary-based apportionment, benefit apportionment and discretionary funds, and dividing the total by the previous year's statewide public school enrollment for all grades.
   ii. The statewide average daily attendance-driven funding per enrolled pupil shall be re-calculated each fiscal year.
   iii. All benefits paid for scholarships and to LEAs shall be based on the statewide average daily attendance-driven funding per enrolled pupil figure for the fiscal year in which the benefit is paid.
b. Payments to Idaho Colleges and Universities
   i. Annual scholarship payments will be made in two equal installments, one each at the beginning of each semester.
   ii. Proof of enrollment in an Idaho public college or university must be obtained before any scholarship payments are made. This proof must be obtained for each semester in which scholarship payments are made.
   iii. Students may apply to the State Department of Education to receive a multi-year scholarship over fewer years if the student will graduate from an Idaho public college or university in less than the number of scholarship years.
   iv. The State Department of Education will be responsible for making payments to the Idaho public colleges and universities attended by eligible students. The payments must be made no later than August 15 for the first semester and January 15 for the second semester.

c. Payments to LEAs
   i. The State Department of Education will make a single annual payment to eligible LEAs by no later than October 1 of each year for all early graduates who are not attending the LEA that school year as a result of early graduation.
   ii. Payments will not be made to LEAs who fail to meet the reporting requirements.

LEGISLATURE OF THE STATE OF IDAHO

Sixtieth Legislature Second Regular Session - 2010

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 493

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; AMENDING CHAPTER 16, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1620, IDAHO CODE, TO PROVIDE FOR A MASTERY ADVANCEMENT PILOT PROGRAM; AMENDING CHAPTER 16, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1621, IDAHO CODE, TO PROVIDE FOR PROGRAM PARTICIPANTS; AMENDING CHAPTER 16, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1622, IDAHO CODE, TO PROVIDE FOR CERTAIN ASSESSMENTS; AMENDING CHAPTER 16, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1623, IDAHO CODE, TO PROVIDE FOR A MASTERY ADVANCEMENT SCHOLARSHIP, TO PROVIDE CERTAIN REQUIREMENTS, TO PROVIDE FOR CONCURRENT ENROLLMENT OR ADVANCED PLACEMENT CLASSES, TO PROVIDE PROVISIONS RELATING TO A CERTAIN SCHOLARSHIP, TO PROVIDE FOR CERTAIN REPORTS, TO PROVIDE FOR CERTAIN SAVINGS, TO PROVIDE FOR REPORTS AND TO DIRECT COLLABORATION; AND AMENDING CHAPTER 16, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1624, IDAHO CODE, TO PROVIDE FOR RULES.

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

SECTION 1. LEGISLATIVE INTENT. It is the intent of the Legislature to provide a variety of avenues to help Idaho students succeed in school. The Legislature’s duty to maintain a thorough system of public schools is only strengthened by employing new and innovative approaches to help ensure that more young people successfully complete grades 1-12 curriculum prepared for good-paying careers, postsecondary educational success or both. Idaho’s economic future rests on the ability of an educated workforce to excel in today’s complex and demanding workplace. To help ensure student success, the Legislature believes that a Pilot Program, a revenue neutral Pilot Program, designed to permit students to successfully complete school curriculum at their own accelerated pace, is warranted to study the efficacy of such an approach.

SECTION 2. That Chapter 16, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1620, Idaho Code, and to read as follows:

33-1620. MASTERY ADVANCEMENT PILOT PROGRAM. There is hereby established a pilot project to be known as the "Mastery Advancement Pilot Program," hereinafter referred to as "the program." This program shall permit certain students in certain Idaho public schools, including Idaho public charter schools, to successfully proceed through school curriculum at their own pace.

SECTION 3. That Chapter 16, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1621, Idaho Code, and to read as follows:

33-1621. PROGRAM PARTICIPANTS. (1) No more than twenty-one (21) school districts and no more than three (3) charter schools may participate in the program. Participating districts shall be determined through an application process established by the state department of education.

(2) The program shall be divided into three (3) geographical regions of the state in the following manner:

(a) Region I shall be comprised of Idaho high school activities association regions I and II;

(b) Region II shall be comprised of Idaho high school activities association region III; and

(c) Region III shall be comprised of Idaho high school activities association regions IV, V and VI.

(3) Participating school districts shall reflect the disparate sizes of school districts within this state. Participating school districts shall be selected in the following manner:

(a) Any school district and any charter school desiring to participate in the program shall submit an application to the state department of education by September 1, 2010. Such application shall be developed by the state department of education and shall be made available to the state's school districts and charter schools by July 15, 2010. From the applicants, the department shall select:

(i) Three (3) school districts, one (1) from each program region, that have grades 1-12 enrollment of more than seven thousand (7,000) students;

(ii) Six (6) school districts, two (2) from each program region, that have grades 1-12 enrollment of between four thousand (4,000) and six thousand nine hundred ninety-nine (6,999) students;

(iii) Six (6) school districts, two (2) from each program region, that have grades 1-12 enrollment of between one thousand (1,000) and three thousand nine hundred ninety-nine (3,999) students;

(iv) Six (6) school districts, two (2) from each program region, that have grades 1-12 enrollment of less than one thousand (1,000) students; and

(v) Three (3) charter schools, one (1) from each program region.

(b) The state department of education shall notify selected program applicants by December 1, 2010.

(c) School districts and charter schools selected for the program will be expected to participate for the full six (6) years of the program. Provided however, that any school district or charter school selected for the program may request to the state department of education to opt out of the program. The department may grant such request at its discretion.

(4) No participating school district shall be required to implement the program on a districtwide basis. It shall be left to the discretion of each participating district to determine which schools in the district shall participate.

SECTION 4. That Chapter 16, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1622, Idaho Code, and to read as follows:

33-1622. PROGRAM ASSESSMENT -- STUDENT ASSESSMENT.

(1) (a) Every school district and charter school participating in the program shall measure student performance and achievement while such district and charter school is participating in the program. Such performance and achievement measures shall include, but shall not necessarily be limited to, standardized test scores, successful completion of courses, behavioral and/or disciplinary incidents and dropout rates. The performance and achievement measures provided for in this subsection shall be reported to the state department of education every June 30 during the life of the program.

(b) Relating to the program provided for in this act, the state department of education is hereby directed to identify and adopt end-of-course assessments for all core topic areas for grades 7-12 curriculum and appropriate benchmarks for grades 1-6. Such assessments shall be developed during the life of the pilot program.

(2) (a) Students may request to take an end-of-course assessment. Such request shall be made upon a form provided by the state department of education. The student's request shall be made pursuant to collaboration between the student, the student's teachers, the school administration and the student's parents or guardians.

(b) The student shall score no less than eighty-five percent (85%) on the end-of-course assessment in order to participate in self-directed study that allows the student to work on completing a class or year of school at an accelerated pace.

(c) (i) When a student enrolled in grades 7-12 successfully passes an end-of-course assessment as provided for in subsection (2)(b) of this section, the student shall be counted as having completed all required coursework for that course and the school may be funded for such student based upon either the actual hours of attendance or the course which such student has successfully passed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

(ii) When a student enrolled in grades 1-6 successfully completes a benchmark as provided for in subsection (1)(b) of this section, then the student shall be counted as having completed all required coursework for that grade and the school may be funded for such student, based upon either the actual hours of attendance or the grade which such student has successfully passed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

SECTION 5. That Chapter 16, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1623, Idaho Code, and to read as follows:

33-1623. STUDENT ADVANCEMENT -- CONCURRENT ENROLLMENT -- EARLY GRADUATION -- MASTERY ADVANCEMENT SCHOLARSHIP -- RESIDUAL SAVINGS. (1) Any student who successfully completes a school district's grades 1-12 curriculum at least one (1) year early shall be eligible for a mastery advancement scholarship if such student can show that the student has met all of the graduation requirements of the school district in which the student attends school; and

(a) The student has completed the grades 1-12 curriculum in eleven (11) or fewer years and such student has attended schools in the Idaho public school system for the entire grades 1-12 curriculum; or

(b) Where the student has attended Idaho public schools for less than the entire grades 1-12 curriculum, such student shall be eligible for a mastery advancement scholarship if such student has attended Idaho public schools for a minimum of four (4) years. For students who have attended Idaho public schools for less than four (4) years and who have completed all graduation requirements, such students may be eligible to receive a mastery advancement scholarship at a reduced rate not to exceed one (1) semester of scholarship for each year of Idaho public school attendance.

(2) A student is not required to graduate early and can choose to participate in concurrent enrollment or advanced placement classes as is the current practice.

(3) (a) If a student requests a mastery advancement scholarship and is eligible pursuant to the provisions of subsection (1)(a) and (1)(b) of this section, the student shall be entitled to a mastery advancement scholarship which may be used for tuition and fees at any publicly funded institution of higher education in Idaho. The amount of such scholarship shall equal thirty-five percent (35%) of the statewide average daily attendance-driven funding per enrolled pupil for each year of grades 1-12 curriculum the student avoids due to early graduation. Such school district or charter school shall receive an amount equal to each such scholarship.

(b) The state department of education shall annually report, no later than January 15, to the senate and the house of representatives education committees, the number of scholarships awarded pursuant to this section during the previous school year, by school district and public charter school. Such report shall also include a fiscal note reflecting the amount of moneys expended for such scholarships.

(4) No student shall be eligible for more than three (3) years of a "mastery advancement" scholarship.

(5) School districts and public charter schools participating in the program established in section 33-1620, Idaho Code, are directed to collaborate with publicly funded institutions of higher education in this state to assist students who seek to graduate from high school early, in enrolling in postsecondary or advanced placement courses held in high school. Such school districts, public charter schools and publicly funded institutions of higher education shall report to the state board of education and the senate and the house of representatives education committees on any difficulties or obstacles they face in providing such assistance to students.

SECTION 6. That Chapter 16, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1624, Idaho Code, and to read as follows:

33-1624. RULES. The state department of education is hereby directed to promulgate rules to implement the provisions of this act. Such rules may include a requirement that students successfully complete one (1) or more standardized assessments approved by the state department of education. The department shall work with school districts and public charter schools in developing the rules authorized by this section.

SUBJECT

Request from the Boise School District to receive a waiver for school choice between secondary schools for non-Title I schools.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B. 8.
Section 33-3717, Idaho Code
Idaho Administrative code, IDAPA 08.02.04 – Section 112, Accountability.

BACKGROUND/DISCUSSION

The Boise School District requested guidance from the State Department of Education related to offering school choice among its secondary schools. Idaho has one accountability plan for all schools regardless of whether or not schools receive additional Title I-A financial support. As a result all schools are required to offer school choice if in fact a school is identified as "in improvement" status.

Boise has a history of open enrollment throughout the district. As a result it has always offered school choice. However its situation is complicated because this year only one of the four high schools (Boise High) within the district is not identified as "in improvement". All four of the schools have been identified by Newsweek Magazine as being among the best in the country (Timberline, Borah, Capitol and Boise). To offer choice to students in each of the other three schools would result in significant additional transportation costs for the district. They cannot displace students that live inside the attendance area. The school would be forced to accommodate local students and students using the school choice option.

Therefore it was suggested by the State Department of Education that the district request a waiver to eliminate the necessity of offering choice for the school year 2010-2011.

The district will offer supplemental education services (tutoring) in each of the three schools identified for improvement to all eligible students.

IMPACT

At a minimum transportation costs to offer choice to all students at Borah, Timberline, and Capitol will exceed $400,000.

ATTACHMENTS

Attachment 1 – Letter from Boise School District Page 3

BOARD ACTION

A motion to approve the request by the Boise School District to receive a waiver for school choice between secondary schools.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

The Independent
School District of Boise City

8169 W. Victory Road
Boise, Idaho 83709

(208) 338-3400
Fax (208) 338-3487

July 6, 2010

Dr. Don Coberly
Superintendent , Boise School District

Mike Rush, Executive Director
Office of the State Board of Education
Len B. Jordan Building, Room 307
650 W. State St.
Boise, ID 83720

Dear Dr. Rush:

With this letter, the Boise School District formally requests a waiver of Idaho State Board Rule 144.01.b, as it relates to the choice provision of the No Child Left Behind law as it would apply to the District's non-Title I high schools for school year 2010-2011.

For 2010-11, Boise High School will be the only Boise District high school available for implementation of the choice provision. The following narrative outlines our rationale for this request.

As you may know, all four of Boise School District's traditional high schools were named *Newsweek* Magazine's 2010 listing of America's best high schools. Boise, Borah, Capital, and Timberline high schools are all ranked among the top 6% of all high schools in the United States. The four Boise School District high schools are among only six in Idaho to receive this honor. Students attending all four schools are receiving high quality educational experiences and equity of access to programs.

As part of the Boise School District's Open Enrollment policy, students are already allowed to choose their high school of attendance, if there is room at the receiving school. Currently, three hundred sixty-one (361) students attend Boise High from within the District and outside of Boise's attendance area. Boise High is therefore at capacity.

In order to provide space for the NCLB/State Board choice provision, the District would be required to disallow open enrollment for current and future students, provide a

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An Equal Opportunity Employer-Educator

Dr. Rush
Page 2

choice option that could potentially overcrowd Boise High School. and possibly send Boise High attendance area students to other high schools to make space for choice students. The potential additional transportation costs for the Boise District would exceed $400,000. The ramifications of this process are many, as you might imagine.

Supplemental educational services will be provided in 2010-2011 for subgroups at Borah, Capital, and Timberline High Schools that did not meet AYP. Each school failed to meet targets for several subgroups These families will have access to supplemental services provided through District funds.

We bring this request after seeking the advice of State Department of Education Federal Programs Director Dr. Marybeth Flachbart.

We appreciate your consideration in this matter at the August 11-12 ,2010 State Board meeting and would be happy to answer any questions that you may have.

Sincerely,

Don Coberly
Superintendent
Ph. 208-854-4119

STATE DEPARTMENT OF EDUCATION
August 11-12, 2010

SUBJECT
2009-2010 Accreditation Summary Report of Idaho Schools

REFERENCE
Date Annually in compliance with IDAPA 08.02.02.140

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Rules Governing Uniformity, 08.02.02.140 Section 33-119, Idaho Code

BACKGROUND/ DISCUSSION
According to IDAPA 08.02.02.140, all public secondary schools, serving any grade(s) 9-12, will be accredited. Accreditation is voluntary for elementary schools, grades K-8, and private and parochial schools. (Section 33-119, Idaho Code). Schools will meet the accreditation standards of the Northwest Association of Accredited Schools and an annual accreditation report will be submitted to the State Board of Education.

To receive accredited status for the 2009-2010 school year, schools serving grades 9-12 and those other schools that wish to be accredited were required to submit a Northwest Association of Accredited Schools (NAAS) Annual Report or an Initial Application for Membership. The Idaho NAAS Committee, which represents each region of the state, met on October 26th and 27th to review the Annual Reports and recommend accreditation approval ratings for each school, state institution and participating private school.

In accordance with IDAPA 08.02.02.140, an annual accreditation report will be submitted to the State Board of Education for approval. This report outlines the accreditation status of Idaho's schools that serve any grade(s) 9-12 as well as those elementary schools, schools serving grades K-8, private and parochial schools who wish to seek accreditation. The attached document serves as that report.

ATTACHMENTS
Attachment 1 – 2009-2010 Accreditation Summary Report of Idaho Schools Page 3

BOARD ACTION
A motion to approve the 2008-2009 Accreditation Summary Report of Idaho Schools as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Accreditation Report for the Northwest Association of Accredited Schools December 2009-2010

State or Agency: IDAHO

Summary of Schools Listed in Report -- FINAL, June 2010

Category	High School	Middle Level	Elementary	K-12	Distance Ed.	Residential	Special Purpose	Supplemental	Totals
Schools Approved	120	13	20	19	2		14	3	191
Schools Provisional	29	17	6	17	5		11	2	87
Schools Advised	0								0
Schools Warned									0
Total Accredited	150	30	26	36	7	0	25	5	278

Schools Withdrawn	4	17	9	1	1	2	2	1	37
Schools Dropped							1		1

Distance Education	Bonneville District Virtual Academy	3497 North Ammon Rd	Idaho Falls	31	2009	provisional	Pub	
Distance Education	Idaho Digital Learning Academy	1906 S. Vista Ave	Boise	2642	2003	accredited	Pub	
Distance Education	Idaho Distance Education Academy	PO Box 338	Deary	884	2007	provisional	Pub	
Distance Education	Idaho Virtual Academy	1965 South Eagle, Suite 190	Meridian	2867	2005	accredited	Pub	
Distance Education	INSPIRE, The Idaho Connections Academy	6128 W Fairview Ave, Suite A-1	Boise	471	2006	provisional	Ind	
Distance Education	iSucceed Virtual High School (Insight)	8950 W Emerald #150	Boise	835	2008	provisional	Pub	
Distance Education	Kaplan Academy of Idaho	11513 Fairview Ave., Suite 103	Boise	78	2009	provisional	Pub	
Elementary	A. B. McDonald Elementary	2323 East D St	Moscow	461	2002	accredited	Pub	
Elementary	Adventist Christian Academy	P O Box 50156	Idaho Falls	7	2002	accredited	Ind	SDA
Elementary	Beacon Christian School	615 Stewart Ave	Lewiston	34	2002	accredited	Ind	SDA
Elementary	Boise Valley Adventist School	925 N Cloverdale Rd	Boise	93	2002	accredited	Ind	SDA
Elementary	Bruneau Elementary School	PO Box 158	Bruneau	226	2007	accredited	Pub	
Elementary	Caldwell Adventist Elementary School	2317 Wisconsin	Caldwell	90	2002	accredited	Ind	SDA
Elementary	Central Elementary School	102 N. Park Ave., PO Box 239	Sugar City	484	2009	provisional	Pub	

Elementary	Clearwater Valley Elementary School	PO Box 100	Kooskia	183	2007	provisional	Pub	
Elementary	Cole Valley Christian Elementary School	8775 Ustick Road	Boise	361	1995	accredited	Ind	ACSI
Elementary	CornerStone Christian Academy	810 N Chase	Post Falls	114	2007	provisional	Ind	
Elementary	Cornerstone Christian School	P O Box 1877	Bonners Ferry	151	2002	accredited	Ind	SDA
Elementary	Grand View Elementary School	205 First Street	Grand View	164	2006	provisional	Pub	
Elementary	J. Russell Elementary	119 N. Adams St	Moscow	174	2002	accredited	Pub	
Elementary	Kershaw Intermediate School	610 E. 3rd North	Sugar City	346	2009	provisional	Pub	
Elementary	Lena Whitmore Elementary	110 S Blaine St	Moscow	288	2002	accredited	Pub	
Elementary	Maranatha Christian School	12000 Fairview Avenue	Boise	56	1986	accredited	Ind	
Elementary	Marsing Elementary School	PO Box 340	Marsing	434	1997	accredited	Pub	
Elementary	McCall Adventist Christian School	3592 Longview Rd	McCall	25	2002	accredited	Ind	SDA
Elementary	Palouse Hills Adventist School	3148 Tomer Road	Moscow	22	2002	accredited	Ind	SDA
Elementary	Pend Oreille Valley Adventist School	33820 Hwy 41	Oldtown	22	2002	accredited	Ind	SDA
Elementary	Salmon Seventh-Day School	400 Fairmont	Salmon	19	2002	accredited	Ind	SDA

Elementary	St. Maries Christian School	216 N. 9th St	St. Maries	4	2008	accredited	Ind	SDA
Elementary	Swan Valley Elementary School	PO Box 220	Irwin	65	2007	provisional	Pub	
Elementary	The Community Elementary School	P O Box 2118	Sun Valley	88	2000	accredited	Ind	PNAIS
Elementary	Treasure Valley SDA School	P O Box 396	Payette	16	2004	accredited	Ind	SDA
Elementary	West Park Elementary School	510 Home St	Moscow	267	2002	accredited	Pub	
High	Aberdeen High School	PO Box 610	Aberdeen	245	1939	accredited	Pub	
High	American Falls High School	2966 S Frontage Road	American Falls	461	1920	accredited	Pub	
High	Arts West School for the Performing and Visual Arts	3415 W Flint Dr	Eagle	220	2007	provisional	Ind	
High	Bear Lake High School	330 Boise St	Montpelier	316	1930	accredited	Pub	
High	Bishop Kelly High School	7009 Franklin Rd	Boise	640	1964	accredited	Ind	
High	Blackfoot High School	870 South Fisher St	Blackfoot	1105	1920	accredited	Pub	
High	Bliss School	601 E US Hwy. 30	Bliss	155	1976	accredited	Pub	
High	Boise High School	1010 W Washington St	Boise	1452	1918	accredited	Pub	

High	Boise Language Academy	334 S. Cole Rd	Boise	154	2009	provisional	Pub	
High	Bonners Ferry High School	6485 Tamarack Ln.	Bonners Ferry	527	1920	accredited	Pub	
High	Bonneville High School	3165 East Iona Rd	Idaho Falls	1184	1934	accredited	Pub	
High	Borah High School	6001 Cassia St	Boise	1352	1958	accredited	Pub	
High	Buhl High School	525 Sawtooth	Buhl	447	1920	accredited	Pub	
High	Burley High School	#1 Bobcat Blvd	Burley	935	1926	accredited	Pub	
High	Butte County High School	PO Box 655	Arco	152	1951	accredited	Pub	
High	Caldwell High School	3401 South Indiana	Caldwell	1651	1918	accredited	Pub	
High	Camas County High School	PO Box 370	Fairfield	48	1954	accredited	Pub	
High	Cambridge Junior/Senior High School	PO Box 39	Cambridge	80	1960	accredited	Pub	
High	Canyon Ridge High School	300 North College Rd West	Twin Falls	870	2009	provisional	Pub	
High	Canyon Springs High School	107 Poplar Street	Caldwell	80	2007	provisional	Pub	
High	Capital High School	8055 Goddard Rd.	Boise	1414	1965	accredited	Pub	
High	Cascade Jr./Sr. High School	PO Box 291	Cascade	140	1938	accredited	Pub	

High	Centennial High School	12400 W. McMillan	Boise	1774	1987	accredited	Pub	
High	Central Academy High School	6075 N Locust Grove	Meridian	153	2007	provisional	Pub	
High	Century High School	7801 Diamondback Drive	Pocatello	1059	1999	accredited	Pub	
High	Challis High School	PO Box 304	Challis	206	1934	accredited	Pub	
High	Clark Fork Junior/Senior High School	121 E 4th	Clark Fork	120	1972	accredited	Pub	
High	Clearwater Valley Junior/Senior High School	PO Box 130	Kooskia	183	2007	provisional	Pub	
High	Coeur d'Alene High School	North 5530 4th St	Coeur d'Alene	1408	1921	accredited	Pub	
High	Cole Valley Christian High School	200 E. Carlton	Meridian	357	1995	accredited	Ind	ACSI
High	Columbia High School	301 S Happy Valley Rd	Nampa	1331	2007	provisional	Pub	
High	Declo High School	505 East Main	Declo	318	1954	accredited	Pub	
High	Eagle Academy High School	100 S Academy Ave	Eagle	153	2002	accredited	Pub	
High	Eagle High School	574 North Park Lane	Eagle	1564	1995	accredited	Pub	
High	Emerson Alternative High School	335 5th St	Idaho Falls	141	2005	provisional	Pub	
High	Emmett High School	721 W 12th	Emmett	588	1921	accredited	Pub	

High	Filer High School	3915 Wildcat Way	Filer	424	1927	accredited	Pub	
High	Firth High School	PO Box 247	Firth	217	1934	accredited	Pub	
High	Frank Church High School	8051 W Salt Creek St	Boise	465	2008	accredited	Pub	
High	Franklin County High School	524 N State	Preston	50 nr	2008	provisional	Pub	
High	Fruitland High School	501 Iowa Ave.	Fruitland	498	1933	accredited	Pub	
High	Gem State Adventist Academy	16115 S. Montana Ave	Caldwell	103	1963	accredited	Ind	SDA
High	Gooding High School	1050 7th Ave West	Gooding	314	1920	accredited	Pub	
High	Grace Jr/Sr High School	PO Box 348	Grace	178	1933	accredited	Pub	
High	Grangeville High School	910 S D Street	Grangeville	264	1990	provisional	Pub	
High	Hagerman School	150 Lake Street West	Hagerman	126	1938	accredited	Pub	
High	Hansen Junior/Senior High School	550 S Main St	Hansen	167	2007	provisional	Pub	
High	Highland Senior High School	1800 Bench Rd	Pocatello	1361	1963	accredited	Pub	
High	Hillcrest High School	2800 Owen St	Idaho Falls	1326	1993	accredited	Pub	
High	Homedale High School	203 East Idaho	Homedale	345	1941	accredited	Pub	

High	Horseshoe Bend Middle/High School	398 School Drive	Horseshoe Bend	333	2000	accredited	Pub	
High	Idaho Arts Charter School	904 12th Ave Rd	Nampa	580	2007	provisional	Pub	
High	Idaho City Middle/High School	100 Centerville Rd; PO Box 227	Idaho City	177	2000	accredited	Pub	
High	Idaho Falls High School	601 South Holmes Ave	Idaho Falls	1204	1920	accredited	Pub	
High	Initial Point Alt High School	1080 N. Ten Mile	Kuna	61	2009	provisional	Pub	
High	Jerome High School	104 Tiger Drive North	Jerome	961	1924	accredited	Pub	
High	Kamiah High School	1102 Hill St.	Kamiah	163	1941	accredited	Pub	
High	Kellogg High School	2 Jacob Gulch	Kellogg	421	1920	accredited	Pub	
High	Kendrick Jr/Sr High School	2001 Hwy 3	Kendrick	129	1936	accredited	Pub	
High	Kimberly High School	141 Center St West	Kimberly	451	1934	accredited	Pub	
High	Kootenai Bridge Academy	606 River Ave	Coeur d'Alene	92	2009	provisional	Pub	
High	Kootenai Jr-Sr High School	13030 E. O'Gara Rd.	Harrison	141	1985	accredited	Pub	
High	Kuna High School	1360 Boise St	Kuna	1261	1934	accredited	Pub	
High	Lake City High School	6101 Ramsey Rd	Coeur d'Alene	1561	1994	accredited	Pub	

High	Lakeland High School	Box 69/684 Hwy 53	Rathdrum	848	1939	accredited	Pub	
High	Lakeside High School	PO Box 130	Plummer	130	1928	accredited	Pub	
High	Lapwai High School	200 Willow Ave. W.	Lapwai	247	1934	accredited	Pub	
High	Leadore High School	PO Box 119	Leadore	33	2007	provisional	Pub	
High	Lewiston High School	1114 Ninth Ave	Lewiston	1087	1920	accredited	Pub	
High	Lighthouse Christian School	960 Eastland Dr.	Twin Falls	260	2006	accredited	Ind	ACSI
High	Mackay Junior Senior High School	390 E Spruce	Mackay	110	2007	provisional	Pub	
High	Madison High School	134 Madison Ave	Rexburg	990	1934	accredited	Pub	
High	Magic Valley Christian High School	500 S. Lincoln	Twin Falls	50	1999	accredited	Ind	ACSI
High	Magic Valley High School	512 Main Ave N	Twin Falls	141	2003	accredited	Pub	
High	Malad High School	181 Jenkins Ave	Malad	292	1936	accredited	Pub	
High	Marsh Valley High School	12655 South Old Hwy 91	Arimo	369	1934	accredited	Pub	
High	Marsing High School	301 8th Ave W	Marsing	218-nr	1970	accredited	Pub	
High	McCall-Donnelly High School	401 Mission Street	McCall	275	1946	accredited	Pub	

High	Melba High School	6870 Stokes Lane	Melba	237	1941	accredited	Pub	
High	Meridian Academy (Alternative)	2311 E. Lanark	Meridian	153	2003	accredited	Pub	
High	Meridian Senior High School	1900 West Pine Ave	Meridian	1488	1934	accredited	Pub	
High	Middleton High School	511 West Main	Middleton	960	1967	accredited	Pub	
High	Minico High School	292 West 100 South	Rupert	1114	1929	accredited	Pub	
High	Moscow High School	402 East 5th St	Moscow	603	1920	accredited	Pub	
High	Mountain Home High School	300 South 11th East St	Mountain Home	1107	1923	accredited	Pub	
High	Mountain View High School	2000 S Millenium Way	Meridian	2190	2005	accredited	Pub	
High	Mt. Harrison Junior/Senior High School	310 10th Street	Rupert	179	2007	provisional	Pub	
High	Mullan Junior Senior School	PO Box 71	Mullan	66	1922	accredited	Pub	
High	Murtaugh Jr/Sr High School	PO Box 117; 500 W Boyd	Murtaugh	52	1958	accredited	Pub	
High	Nampa Senior High School	203 Lake Lowell Ave	Nampa	1334	1920	accredited	Pub	
High	New Horizon High School-Alameda Center	845 McKinley, Alemeda Center	Pocatello	158	2007	provisional	Pub	
High	New Plymouth High School	207 South Plymouth Avenue	New Plymouth	297	1950	accredited	Pub	

High	Nez Perce School	P O Box 279	Nez Perce	53	1938	accredited	Pub	
High	North Fremont High School	3581 E. 1300 N.	Ashton	157	1931	accredited	Pub	
High	North Gem Senior High School	360 S Main	Bancroft	60	1942	accredited	Pub	
High	Notus Jr/Sr High School	P O Box 256	Notus	131	2002	accredited	Pub	
High	Oakley Jr/Sr High School	455 W Main	Oakley	195	1948	accredited	Pub	
High	Orofino High School	300 Dunlap Road	Orofino	314	1934	accredited	Pub	
High	Paradise Creek Regional High School	1314 S Main St.	Moscow	28	2007	provisional	Pub	
High	Parma High School	137 Panther Way	Parma	324	1934	accredited	Pub	
High	Payette High School	1500 Sixth Ave South	Payette	508	1921	accredited	Pub	
High	Pocatello High School	325 North Arthur St	Pocatello	1124	1918	accredited	Pub	
High	Post Falls High School	2800 E Pole Lane Ave	Post Falls	1506	1934	accredited	Pub	
High	Potlatch Jr/Sr High School	130 6th Street	Potlatch	199	1934	accredited	Pub	
High	Prairie High School	PO Box 540	Cottonwood	157	1934	accredited	Pub	
High	Preston High School	151 East 2nd South	Preston	642	1935	accredited	Pub	

High	Priest River-Lamanna High School	PO Box 549, 1103 9th St.	Priest River	440	1942	accredited	Pub	
High	Project CDA Alternative Middle/High School	1619 N 9th St	Coeur d'Alene	195	2007	provisional	Pub	
High	Raft River Jr/Sr High School	PO Box 68	Malta	157	1960	accredited	Pub	
High	Renaissance Magnet High School	1307 E Central Drive	Meridian	256	2009	provisional	Pub	
High	Richard McKenna Charter High School	1993 East 8th St N, Suite 105	Mountain Home	278	2000	accredited	Pub	
High	Ridgeline High School	112 Holly St	Nampa	117	2007	provisional	Pub	
High	Rigby High School	290 North 3800 East	Rigby	900	1937	accredited	Pub	
High	Rimrock Junior/Senior High School	39678 State Hwy 78	Bruneau	172	1980	accredited	Pub	
High	Ririe High School	PO Box 568	Ririe	206	1945	accredited	Pub	
High	Riverside Alternative High School	7188 Oak	Bonners Ferry	43	2007	provisional	Pub	
High	Rocky Mountain High School	5450 N Linder Road	Meridian	1783	2008	provisional	Pub	
High	Salmon High School	Box 790	Salmon	333	1931	accredited	Pub	
High	Salmon River High School	PO Box 872	Riggins	63	2007	provisional	Pub	
High	Sandpoint Charter School	614 S Madison St	Sandpoint	226	2008	provisional	Pub	

High	Sandpoint High School	410 South Division St	Sandpoint	1050	1918	accredited	Pub	
High	Schism (Nampa Teen Parent) Alternative	8444 Dearborn	Nampa	47	2008	provisional	Pub	
High	Shelley High School	570 West Fir Street	Shelley	669	1935	accredited	Pub	
High	Shoshone Bannock Schools	PO Box 790; 17400 Hiline Rd.	Fort Hall	116	1984	accredited	Ind	
High	Shoshone High School	61 East Highway 24	Shoshone	161	1929	accredited	Pub	
High	Skyline High School	1767 Blue Sky Drive	Idaho Falls	1053	1966	accredited	Pub	
High	Skyview High School	1303 East Greenhurst	Nampa	1210	1997	accredited	Pub	
High	Snake River High School	922 West Hwy 39	Blackfoot	559	1934	accredited	Pub	
High	Soda Springs High School	100 North 300 East	Soda Springs	242	1933	accredited	Pub	
High	South Fremont High School	855 North Bridge	St. Anthony	476	1928	accredited	Pub	
High	St. Maries High School	424 Hell's Gulch Road	St. Maries	356	1921	accredited	Pub	
High	Sugar-Salem High School	#1 Digger Drive	Sugar City	408	1936	accredited	Pub	
High	Teton High School	555 Ross Ave.	Driggs	434	1997	accredited	Pub	
High	The Bridge Academy	1619 N. 9th	Coeur D'Alene	78	2007	provisional	Pub	

High	The Community School (middle & high school)	PO Box 2118	Sun Valley	200	1984	accredited	Ind	PNAIS
High	Timberlake Senior High School	PO Box 909	Spirit Lake	537	1998	accredited	Pub	
High	Timberline High School	1150 Highway 11	Weippe	228	1970	accredited	Pub	
High	Timberline High School	701 East Boise Ave	Boise	1127	1998	accredited	Pub	
High	Troy Junior/Senior High School	101 Trojan Drive	Troy	167	1934	accredited	Pub	
High	Twin Falls High School	1615 Filer Ave East	Twin Falls	1135	1918	accredited	Pub	
High	Valley High School	882 Valley Rd South	Hazelton	172	1928	accredited	Pub	
High	Vallivue Academy	6123 Timbre Dr	Caldwell	95	2008	provisional	Pub	
High	Vallivue High School	1407 Homedale	Caldwell	1603	1963	accredited	Pub	
High	Vision Charter School	20185 Lolo Ave	Caldwell	31	2009	provisional	Pub	
High	Wallace High School	Number 1 Miners Alley	Wallace	232	1920	accredited	Pub	
High	Weiser High School	690 W. Indianhead Rd	Weiser	534	1920	accredited	Pub	
High	Wendell High School	750 E. Main St.	Wendell	316	1934	accredited	Pub	
High	West Jefferson High School	1260 East 1500 North	Terreton	194	1967	accredited	Pub	

High	West Side High School	PO Box 89	Dayton	174	1968	accredited	Pub	
High	Wilder Middle/High School	PO Box 488	Wilder	191	1939	accredited	Pub	
High	Wood River High School	1250 Fox Acres Rd	Hailey	839	1941	accredited	Pub	
High	The Patriot Center	330 W Main	Emmett	25	2005	accredited	Pub	
K-12	Calvary Christian School	1210 N Middleton Road	Nampa	123	2007	provisional	Ind	
K-12	Carey School	20 Panther Lane	Carey	261	1946	accredited	Pub	
K-12	Castleford Public Schools	500 Main St.	Castleford	311	1951	accredited	Pub	
K-12	Clark County Public School	PO Box 237	Dubois	55	1973	accredited	Pub	
K-12	Coeur d'Alene Charter Academy	4904 N Duncan Dr	Coeur d'Alene	242	2007	provisional	Pub	
K-12	Compass Public Charter School	2511 W Cherry Lane	Meridian	466	2007	provisional	Pub	
K-12	Council School	PO Box 468	Council	239	1959	accredited	Pub	
K-12	Culdesac School	600 Culdesac Ave	Culdesac	119	1934	accredited	Pub	
K-12	Deary School	502 1st Ave.	Deary	306	1989	accredited	Pub	
K-12	Dietrich School	406 North Park Street	Dietrich	246	1985	accredited	Pub	

K-12	Falcon Ridge Public Charter School	278 S Ten Mile Rd	Kuna	255	2008	provisional	Pub	
K-12	Family Academy	630 N Front Street	Arco	23	2007	provisional	Ind	
K-12	Garden Valley Public School	PO Box 710	Garden Valley	260	1976	accredited	Pub	
K-12	Genesee Jr/Sr High School	PO Box 98	Genesee	291	1925	accredited	Pub	
K-12	Genesis Preparatory Academy	PO Box 1237	Post Falls	26	2007	provisional	Ind	ASCI
K-12	Glenns Ferry High School	639 N Bannock Ave	Glenns Ferry	144	1934	accredited	Pub	
K-12	Greenleaf Friends Academy	PO Box 368	Greenleaf	176	1995	accredited	Ind	
K-12	Highland High School	PO Box 130	Craigmont	176	1960	accredited	Pub	
K-12	Hope Lutheran	2072 12th Street	Idaho Falls	115	2007	provisional	Ind	NLSA
K-12	Idaho School for the Deaf and Blind	1450 Main Street	Gooding	78	1994	accredited	Pub	
K-12	Liberty Charter School	1063 East Lewis Lane	Nampa	416	2002	accredited	Pub	
K-12	Meadows Valley School	PO Box F	New Meadows	180	1973	accredited	Pub	
K-12	Midvale School	56 School Road	Midvale	107	2007	accredited	Pub	
K-12	Nampa Christian Schools, Inc.	439 West Orchard Ave	Nampa	598	1984	accredited	Ind	ACSI

K-12	Nampa Classical Academy	1701 Smith Ave., PO Box 3394	Nampa	500	2009	provisional	Pub	
K-12	North Star Charter School	839 N. Linder Rd	Eagle	810	2007	provisional	Pub	
K-12	North Valley Academy	202 14th Ave East	Gooding	198	2008	provisional	Pub	
K-12	Richfield Junior/Senior High School	555 N Tiger Dr	Richfield	207	1988	accredited	Pub	
K-12	Riverstone International School	5493 Warm Springs Ave	Boise	322	2001	accredited	Ind	PNAIS
K-12	Rockland Public School	PO Box 119	Rockland	174	2007	provisional	Pub	
K-12	Summit Academy	PO Box 427	Cottonwood	101	2007	provisional	Ind	
K-12	Taylor's Crossing Public Charter School	1445 N Wood River Dr	Idaho Falls	319	2007	provisional	Pub	
K-12	The Learning Academy of Teton Valley, Inc.	PO Box 451	Driggs	57	2007	provisional	Ind	
K-12	Thomas Jefferson Charter School	1209 Adam Smith Ave	Caldwell	399	2007	provisional	Pub	
K-12	Victory Charter School	1081 E Lewis Lane	Nampa	388	2008	provisional	Pub	
K-12	Xavier Charter School	711 North College Rd	Twin Falls	592	2008	provisional	Pub	
Middle Level	Burley Junior High School	700 West 16th St	Burley	496	1979	accredited	Pub	
Middle Level	Clair E. Gale Junior High School	955 Garfield	Idaho Falls	587	2007	provisional	Pub	

Middle Level	Eagle Rock Junior High School	2020 Pancheri Dr	Idaho Falls	897	2007	provisional	Pub	
Middle Level	East Junior High School	415 Warm Springs Ave	Boise	515	2007	provisional	Pub	
Middle Level	Emmett Junior High School	301 East 4th Street	Emmett	573	2007	accredited	Pub	
Middle Level	Fairmont Junior High School	2121 N Cole Rd	Boise	765	2007	provisional	Pub	
Middle Level	Fruitland Middle School	PO Box A	Fruitland	386	1997	accredited	Pub	
Middle Level	Hillside Junior High School	3536 Hill Road	Boise	506	2007	provisional	Pub	
Middle Level	Jenifer Junior High School	1213 16th St	Lewiston	577	1989	accredited	Pub	
Middle Level	Lake City Junior Academy	111 Locust Ave	Coeur d'Alene	102	2002	accredited	Ind	SDA
Middle Level	Les Bois Jr. High	4150 E Grand Forest Dr.	Boise	742	2007	provisional	Pub	
Middle Level	Madison Jr. High School	60 West Main St	Rexburg	677	2008	provisional	Pub	
Middle Level	Marsing Middle School	PO Box 340	Marsing	227	1997	accredited	Pub	
Middle Level	Middleton Middle School	200 S 4th Ave W	Middleton	680	2007	accredited	Pub	
Middle Level	Moscow Junior High School	1410 East "D" St	Moscow	572	1974	accredited	Pub	
Middle Level	New Plymouth Middle School	4400 SW 2nd Ave.	New Plymouth	189	1997	accredited	Pub	

Middle Level	North Junior High School	1105 North 13th St	Boise	843	2007	provisional	Pub	
Middle Level	Rigby Junior High	125 N 1st W	Rigby	593	2007	accredited	Pub	
Middle Level	Ririe Middle School	P O Box 548	Ririe	206	2004	accredited	Pub	
Middle Level	Riverglen Junior High	6801 N Gary Lane	Boise	640	2007	provisional	Pub	
Middle Level	Rocky Mountain Middle School	3443 N Ammon Rd.	Idaho Falls	669	2003	accredited	Pub	
Middle Level	Sacajawea Junior High School	3610 12th St	Lewiston	567	1989	accredited	Pub	
Middle Level	Sandcreek Middle School	2955 E Owen	Idaho Falls	683	2002	accredited	Pub	
Middle Level	South Junior High School	3101 Cassia St.	Boise	189	2007	provisional	Pub	
Middle Level	Taylorview Junior High School	350 Castlerock Lane	Idaho Falls	799	2007	provisional	Pub	
Middle Level	Teton Middle School	481 N Main	Driggs	370	1997	accredited	Pub	
Middle Level	Upper Carmen Public Charter School	PO Box 33; 508 Carmen Creek Rd	Carmen	55	2009	provisional	Pub	
Middle Level	Wendell Middle School	800 East Main	Wendell	315	2007	provisional	Pub	
Middle Level	West Junior High School	8371 W Salt Creek Ct,	Boise	857	2007	provisional	Pub	
Middle Level	Wood River Middle School	900 2nd Ave. N.	Hailey	628	1974	accredited	Pub	

Special Purpose	ARTEC Regional Professional Technical Charter School	633 Fremont Ave	Rupert	199	2007	provisional	Pub	
Special Purpose	Black Canyon Alternative High School	315 S Johns	Emmett	62	2005	accredited	Ind	
Special Purpose	Boise State University TRIO Upward Bound	1910 University Drive	Boise	225	2009	provisional	Ind	
Special Purpose	Cassia Alternative High School	1010 W 17th St	Burley	92	2007	provisional	Pub	
Special Purpose	Centerpoint Alternative School	21985 Dixie River Rd	Caldwell	84	2001	accredited	Pub	
Special Purpose	Ekklesia Christian School	2421 W Duck Alley Rd	Eagle	22	2007	provisional	Ind	
Special Purpose	Gooding Accelerated Learning Center	906 Main St	Gooding	28	2003	accredited	Pub	
Special Purpose	Hope Christian Academy	PO Box 550	Marsing	41	1992	accredited	Ind	
Special Purpose	Independence Alternative High School	155 E Francis	Blackfoot	112	2004	accredited	Pub	
Special Purpose	Jefferson High School (Alt)	529 N 3470 East	Menan	69	2003	accredited	Pub	
Special Purpose	Kootenai Academy	2103 N. Ironwood Pl	Coeur d'Alene	27	1999	accredited	Ind	
Special Purpose	Lincoln High School	3175 E Lincoln Rd	Idaho Falls	173	2003	accredited	Pub	
Special Purpose	Meridian Medical Arts Charter High School	1789 E Leighfield Dr	Meridian	189	2005	accredited	Pub	

Special Purpose	Meridian Technical Charter High School	3800 North Locust Grove	Meridian	198	2000	accredited	Pub	
Special Purpose	Mountain View Alternative High School	7802 W Main St	Rathdrum	109	2007	provisional	Pub	
Special Purpose	Northwest Children's Home Treasure Valley Education Center	420 South Park, PO Box 888	Payette	6	2009	provisional	Ind	
Special Purpose	Robert Janss School	1299 North Orchard, Suite 110	Boise	275	1982	provisional	Pub	
Special Purpose	Sandpoint Junior Academy	2255 W Pine St	Sandpoint	64	2002	accredited	Ind	SDA
Special Purpose	Sheridan Academy	820 South Latah Street	Boise	19	1997	accredited	Ind	
Special Purpose	Silver Valley Alternative School	800 Bunker Ave	Kellogg	11	2008	provisional	Pub	
Special Purpose	St. Joseph Seminary	15283 N Church Rd	Rathdrum	8	2009	provisional	Ind	
Special Purpose	Teen Challenge Christian Academy	1846 North Dawn Place	Boise	6	2005	accredited	Ind	
Special Purpose	The Children's Village School	1350 West Hanley	Coeur d'Alene	11	1998	accredited	Ind	
Supplemental Education	Sylvan Learning Center #2000	5119 N Glenwood	Boise	17	2001	accredited	Ind	
Supplemental Education	Sylvan Learning Center #2001	2685 Channing Way	Idaho Falls	60	1999	accredited	Ind	
Supplemental Education	Sylvan Learning Center #2005	1810 E Schneidermiller Ave, Suite 240	Post Falls	56	2005	accredited	Ind	

School Type	School Name	Address	City	Enrollment	Year Accredited	Status	Class	3rdParty
Supplemental Education	Sylvan Learning Center #2006	2071 12th Ave. Rd.	Nampa	20	2008	provisional	Ind	
Supplemental Education	The North Fork School	PO Box 1852	McCall	19	2001	accredited	Ind	

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 16-17 Regular Board meeting as submitted.

3. Rolling Calendar

   BOARD ACTION

   A motion to set August 10-11, 2011 as the date and Idaho State University as the location for the August 2011 regularly scheduled Board meeting.

DRAFT MINUTES
STATE BOARD OF EDUCATION
June 16-17, 2010
Eastern Idaho Technical College
Idaho Falls, ID

A regularly scheduled meeting of the State Board of Education was held June 16-17, 2010 in Idaho Falls, Idaho at Eastern Idaho Technical College in the Health Education Building, Room 6164.

Present:

Richard Westerberg, President
Don Soltman, Secretary
Emma Atchley
Rod Lewis
Ken Edmunds, Vice President
Paul Agidius
Milford Terrell

Absent:

Tom Luna, State Superintendent

Wednesday, June 16, 2010

The Board met at 1:30 p.m. on Wednesday, June 16, 2010. Board President Westerberg called the meeting to order. Board member Edmunds arrived at 3:30 p.m.

PLANNING, POLICY, and GOVERNMENTAL AFFAIRS

1. State Board of Education Strategic Plan

M/S (Soltman/Agidius): To approve the 2011-2015 Idaho State Board of Education Strategic Plan as submitted. Motion carried 6-0 (Edmunds not present at this time).

By unanimous consent the Board agreed to the correction of the typo under Objective C Benchmark related to the percentage of first-year freshman returning for a second year. It was noted that the numbers had been switched around. It should read 55% for two-year institutions and 65% for four-year institutions.

Board member Soltman introduced this item. He invited Tracie Bent of the Board office to present the details. Ms. Bent noted the Board originally approved the goals and objectives of the new plan in February 2010. She reported that during the recent fine-tuning of the approved plan several objectives were edited or removed. The edited version of the plan is being presented to the Board at this meeting for review and approval.

Board member Terrell referred to Goal 3 and indicated that the word transparency didn't have a clear meaning to him Ms. Bent explained that the Board is open in how it functions at many levels already; this language indicates that the Board will continue to be transparent in how it operates. Mr. Terrell asked how the plan applied to K-12 and Ms. Bent directed him to the places in the plan that refer to performance based assessment and decision making.
Board member Lewis asked about the meaning of the phrase referring to the improved efficacy of educational resources. Ms. Bent explained that improved efficacy means to become more efficient and effective.

Board President Westerberg reminded Board members of the importance of reading though the objectives and measures of the plan in order to better understand the plan's goals and objectives. Executive Directory Rush explained that this plan attempts to get some clear measures in those areas where the Board has expressed an interest. Dr. Rush discussed the challenge of collecting data in some of the areas the Board wants to focus on. He asked for input from the Board as to whether or not the objectives and measures are clear and if it is possible to collect the data necessary to support the measure. Board member Lewis agreed that the objectives and the measures are good, but observed that there is still work to do. He indicated that he agreed that it will be an ongoing effort that takes time. On another point, Mr. Lewis noted that there seemed to be an emphasis on the medical field in the Board's plan and reminded Board members to focus on other areas as well.

Board member Lewis suggested it would be helpful to know what the benchmark numbers mean in terms of the current status. Mr. Westerberg agreed that it would be helpful to know how stretched the numbers are, and if it is possible to meet the goal. Dr. Rush clarified that setting benchmarks is an inexact science and that these numbers are actually quite conservative. He explained that it is difficult to get the number exact the first time around because of a lack of hard data.

Ms. Bent reminded the Board that the performance measures report comes out in October. That will have the details the Board is asking for including how things have gone over the last four years. She pointed out that this strategic plan is for 2011 to 2015. It starts at the beginning of fall so it aligns with the school year.

2. Agency and Institution Strategic Plans

M/S (Soltman/Atchley): To approve the 2011-2015 Institution, Agency, and Special/Health Program Strategic Plans, excluding the Strategic Plan for the Department of Education, with the following amendments with respect to ISU.

(1) Tab 2, page 21, third full paragraph, reword the second sentence as follows: delete the words "the state's lead" and insert "a leading";

(2) Tab 2, page 23, Goal Three, delete the words "throughout the state and region"; and

(3) Tab 2, page 24, delete Objective 3.4 and related performance measures and benchmarks.

Motion carried unanimously.

Ms. Bent introduced this item. She briefly reviewed the highlights of each agency/institution strategic plan. Representatives of each agency and institution were invited forward to answer questions from the Board. Dr. Rush noted that the complete plans for the agencies and the institutions were included in the Board materials.

a) Idaho Public Television. Program Director Ron Pisaneschi appeared on behalf of Peter Morrill who was unable to attend the meeting.

b) Division of Vocational Rehabilitation. Bruce Small appeared on behalf of Dr. Michael Graham who was unable to attend the meeting. Board members asked that numbers in the plan be provided as percentages.

c) Department of Education. This item was deferred until the following day because there wasn't a representative present from the SDE.

d) Division of Professional-Technical Education. State Administrator Ann Stephens appeared to discuss the strategic plan and respond to questions. Board member Terrell referred to the PTE mission and asked how the Division serves the various communities. He cited the plumbing apprenticeship and its concerns. Ms. Stephens explained that the Division works with the experts in the field, for example plumbing, to ensure that the curriculum meets the standards of the industry; and to ensure that there is consistency in the text books and materials. She pointed out that the Division meets regularly with the technical college deans and the workforce training coordinators to talk about training issues. Ms. Stephens clarified that the technical colleges hire their own instructors. Mr. Terrell asked for a follow-up report related to his question regarding apprenticeship.

Ms. Stephens indicated that PTE program enrollments are often restricted by limited equipment, labs, and clinical sites as well as by industry licensure requirements and settings in the various regions of the state. One example is how a welding lab can serve a certain number of students; more students cannot be added because it becomes a safety issue with limited equipment. Ms. Stephens noted that some programs may be expanded by creative scheduling.

In terms of the potential students for whom a PTE education will be beneficial statewide, Ms. Stephens explained that 80% of jobs require less than a BA degree. The increasing enrollment trend at the College of Western Idaho is a good example of how many people there are that want, or who are pursuing technical certificates and degrees. She reported that at a recent meeting of the Technical College Leadership Council it was noted that many programs were up 15-20%. In addition, there are wait-lists for many programs and many programs are close to being at capacity at this time.

Mr. Lewis suggested it would be helpful, from a Board perspective, to have a good sense of how many students we should be drawing into the PTE programs and the ability to meet the need. He pointed out that the Board needs to coordinate their thinking in terms of PTE and how it should align given resources and the number of students. He reiterated that the Board should have more of a focus on PTE than it has in the past.

(e) Eastern Idaho Technical College. President Burton Waite appeared to discuss the details of the plan and to answer questions. Mr. Waite indicated that one area where EITC could strengthen its plan is in the graduation and retention efforts based on what the Board outlined in its plan. He added that in reference to programs that are full, that applies to the credit programs. When dealing with workforce training and apprenticeship, EITC expands and contracts based on the requests that come to them. The demand for training is high, but the downturn in the economy does put a strain on that effort.

Board member Lewis asked about access and why it isn't listed as a goal. Mr. Waite indicated that goal 2 does address access, but that it could be reworked to be more clearly stated. Mr.

Lewis asked about the measures that need to be taken to get more students into the programs. Mr. Burton said that the major focus EITC has previously taken is on program quality. In terms of access, EITC works with various advisory committees as well as industry to address employment needs in the area. He reminded the Board that it is critical to understand that it doesn't make sense to train people for jobs that don't exist. Mr. Waite explained that growing EITC's programs has not been a major concern in the past few years because nearly all the programs are full, and based on industry involvement and demands. In terms of how the Board can help EITC meet the increasing demand, Mr. Waite noted that the support of the Board is very much appreciated and he will keep members informed.

On a side note, Board member Edmunds joined the meeting at this time.

f) Lewis Clark State College. Chet Herbst appeared to discuss the details of the plan and to answer questions. He noted that the advocacy role of the Board is appreciated by LCSC as it deals with growing needs and the need to increase resources.

g) Boise State University. President Robert Kustra appeared to discuss the details of the plan and to answer questions. He noted that BSU's strategic plan is ready to be revised. The next plan will be more specific as to who it will serve, how it will adjust its mission, role and size, and how and where it will recruit. Board President Westerberg noted that the Board's strategic plan has specific numbers in terms of what it expects to accomplish. Dr. Kustra agreed it would be good to include those same types of numbers in its plan.

Board member Atchley asked about accreditation standards relative to strategic planning, how that fits with what the Board is doing, and how the Board can make its plan fit with the accreditation standards. Dr. Kustra noted that accreditation comes out of the Northwest Commission. He pointed out that a few years ago as the Commission was conducting its review it questioned why there wasn't a better strategic planning effort at the Board level. That was the impetus for the Board to engage in the current strategic planning effort.

Mr. Lewis asked about the measurements in BSU's plan referencing perception. Dr. Kustra explained that perception is a valuable guide to gauge consumer reaction as to how BSU is doing. Mr. Lewis asked about the chart on page 19 of the BSU plan and how it ties to mission and vision statement. Dr. Kustra noted that it is a graphic depiction of the goals and measures.

(h) University of Idaho. President Duane Nellis appeared to discuss the UI plan and answer questions from the Board. Dr. Nellis noted that it has been a challenging year for UI because of the economy, but the University has continued to carry out its mission through collaboration, business and industry partnerships, organizational efficiencies, and serving the state effectively. Board member Lewis observed that some of the performance measures and benchmarks in UI's plan are not easily quantifiable or achievable in terms of what is accomplished. Dr. Nellis indicated that UI is in the process of updating its plan and will make sure it includes specific goals from the Board's plan.

(i) Idaho State University. President Art Vailas appeared to provide details of the plan and to answer questions from the Board. Dr. Gary Olsen and Mr. James Fletcher joined him. Dr. Vailas noted that ISU plans to dovetail the Board's strategic plan into its plan. He went on to indicate that he is confused about the Board's strategic planning exercise. He noted his view that there are three separate planning prongs. One is the Board's plan for being competitive and sustaining that competitiveness; another is the Northwest Commission and the need for ISU to meet its requirements for accreditation; the third is DFM and its requirement for performance measures. Dr. Vailas suggested that these three prongs result in three separate plans with conflicting challenges.

Board President Westerberg indicated that there wasn't anything in the Board's strategic plan that would negatively impact ISU's accreditation. Also, in terms of benchmarks, the Board has tried to be consistent in having the institutions report the same data as it submits to DFM. He asked Dr. Vailas what specifically in the Board's strategic plan negatively impacts ISU's accreditation. Dr. Vailas noted that it had to do with where the ISU invests its resources. Depending on where the emphasis is placed by the Board, it could affect how the ISU is accredited. Board member Soltman shared that in his experience with accrediting bodies, they want to see a strategic planning process; they usually are not prescriptive in what that effort needs to look like.

Board member Lewis pointed out that ISU's strategic plan was different from the other institutions because it has extensive verbiage related to the location of program delivery. Mr. Lewis suggested that ISU might be able to get on the same page with Board if ISU's plan had more emphasis on where ISU intends to focus its resources, what it believes to be its primary mission, and how it intends to focus that mission.

Mr. Lewis also observed that ISU's Goal 3 relates to the delivery of medical and health care education throughout the state. He emphasized to Dr. Vailas that it is important that ISU has a clear understanding that ISU not assume it has the permission of the Board to do that without Board permission being given specifically.

In reference to Objective 3.4 on page 24, Mr. Lewis wanted to make sure there isn't a misunderstanding on the part of ISU in terms of having Board approval for a medical degree program. He stated clearly that the Board has not approved that; and it is still in process as to how or if that will happen. He noted that it would be unfair to ISU for the Board to approve that specific language in their plan as it would misrepresent the case. Mr. Lewis also suggested taking a closer look at Goal 5 and its objectives.

Dr. Vailas explained that the goals and objectives referencing medical education are goals ISU already has. He gave as examples the Family Practice Residency program and the Dental Health Residency program. He indicated that a comprehensive health science center was established in the Treasure Valley so ISU could stop renting facilities and use its resources more efficiently. Mr. Lewis noted his comments pertained to the amount of language in the ISU plan regarding location where the Board hasn't given its approval historically. He pointed out that while ISU does have programs that have been approved by the Board to be offered in the Treasure Valley, the Board has not approved ISU to go forward to establish a medical degree program. Mr. Lewis reminded Dr. Vailas that ISU needs to take care as to how it proceeds; it needs to follow the process and not assume that it has permission to take that program statewide. A general statement in a document like this must not be taken as approval. The process must be followed and cannot be side stepped. Board President Westerberg noted that the same holds true with every institution.

Board member Terrell referred to language in ISU's Goal 3 that suggests ISU plans to advance medical education throughout the state and supported Mr. Lewis's point that a committee is studying this effort and has been involved in major discussions. He reminded Dr. Vailas that until it has been decided by the Board, it may be a goal of ISU, but it is not necessarily the goal of the Board. Mr. Terrell clarified that point again by reminding Dr. Vailas that it was this type of statement in ISU's plan that caused some legislators to think that ISU had permission to start a medical program how and where ever it wanted.

Board President Westerberg indicated that most of the concern is around the issue of developing a medical school in the state of Idaho. Mr. Westerberg reiterated that will happen when the Board authorizes it. Mr. Lewis agreed but suggested it is a broader issue. He explained that what has been repeatedly said to the Board is that there is ongoing representation by ISU that it has the statewide mission for health professions. Mr. Lewis clarified that what in fact has been approved by the Board is that one of ISU's primary areas of emphasis is health professions, and within that area some programs have been approved to be statewide programs.

Mr. Lewis reiterated that the Board has not authorized ISU to have a statewide mission for medical and health professions programs. He suggested that the Board should not approve a plan that directly conflicts with the Board's plan or mission. He asked that the inference that the Board has approved the statewide delivery of all health programs by ISU be taken out of ISU's strategic plan for purposes of Board approval today.

Board member Terrell suggested that approval of ISU's strategic plan be deferred until the wording can be reviewed and worked out before it is adopted. The Board took a brief break to give time for this to take place.

<u>(j) College of Southern Idaho</u>. Dr. Jerry Beck and Dr. Jeff Fox appeared to provide details and answer questions related to their plan.

<u>(k) College of Western Idaho</u>. Dr. Rick Aman appeared to provide details and answer questions related to their plan.

Board member Lewis asked about the performance measures having to do with basic skills and how they will work. Dr. Aman explained that CWI will track students who move from ABE into the credit bearing courses. The measurement will come from the number of students retained. The key is not to lose a student in the process. Mr. Lewis suggested it would be helpful if CWI would take another look at its strategic plan to make sure their performance measures are quantifiable. Dr. Aman agreed that it will gladly work it through.

Board member Edmunds noted the dramatic demand for services at CWI and Dr. Aman suggested it demonstrates a pent-up demand in the region. In addition, cost is a contributing factor, along with geography, demographics, and the quality of programs. Mr. Edmunds asked how the economic constraints will impact CWI. Dr. Aman said CWI does not plan to cap enrollments. It is looking heavily at a virtual campus and when courses are full, the ability to add online classes will help. Also, CWI will add adjunct faculty will help address the enrollment growth.

Mr. Lewis asked about the plans for the physical facilities. Dr. Aman pointed out that CWI currently operates in nine facilities. CWI is aggressively looking at help from some. It doesn't have the kind of cash flow to pay off any bond, but it does have the ability to go to the community for an increase in the base if the trustees so choose.

<u>(l) North Idaho College</u>. Ann Lewis of North Idaho College appeared to provide details and respond to questions from the Board.

The Board adjourned for the evening at 6:10 p.m. It took up regular business again on Thursday, June 17, 2010 with Board President Westerberg calling the meeting to order at 8:00 a.m. Board President Westerberg made opening remarks, commending the institutions and agencies for various accomplishments and recognitions over the past few months.

BOARDWORK

1. Agenda Review and Approval

M/S (Soltman/Agidius): To approve the agenda as amended. Motion carried unanimously.

By unanimous consent, the Board agreed to move items 5 and 6 from the Consent agenda to the regular BAHR finance agenda. And, to include the hearing of the SDE strategic plan which was moved from yesterday's agenda.

2. Minutes Review and Approval

M/S (Soltman/Atchley): To approve the minutes from the April 5, 2010 Special Fee Setting meeting, the April 21-22, 2010 Regular Board meeting and the April 27, 2010 Special Meeting minutes as submitted. Motion carried unanimously.

3. Rolling Calendar

M/S (Soltman/Terrell): To set May 18-19, 2011 as the date and Boise, Idaho as the location for the 2011 Board Retreat and to set June 22-23, 2011 as the date and the College of Western Idaho as the location for the June 2011 regularly scheduled Board meeting. Motion carried unanimously.

CONSENT AGENDA

M/S (Agidius/Soltman): To approve the consent agenda as modified.

Items 5 and 6 moved to BAHR finance agenda.

1. Boise State University – New Positions and Changes to Positions

By unanimous consent, the Board agreed to approve the request by Boise State University for six (6) new positions (6.0 FTE), increase the term of four (4) positions (4.0 FTE) and decrease the terms of two (2) positions (1.35 FTE), supported by appropriated and local funds.

2. Idaho State University – New Positions and Changes to Positions

By unanimous consent, the Board agreed to approve the request by Idaho State University for three (3) new faculty positions (3.0 FTE), one new classified position (1.0 FTE), increase the FTE on one faculty position (1.0 FTE), and increase the FTE on one professional staff position (1.0 FTE), all supported by student program fees or local funds.

3. University of Idaho – Reactivations of Positions

By unanimous consent, the Board agreed to approve the request by the University of Idaho to reactivate four (4) positions (3.60 FTE) supported by appropriated and non-appropriated funds.

4. Lewis-Clark State College – Deletion of Positions

By unanimous consent, the Board agreed to approve the request by Lewis-Clark State College to delete one (1) position (1.0 FTE) supported by appropriated funds.

5. -- Moved to BAHR Finance Agenda

6. – Moved to BAHR Finance Agenda

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

By unanimous consent, the Board agreed to accept the Quarterly Report on Programs and Changes approved by the Executive Director.

8. Alcohol Permits Issued by University Presidents

By unanimous consent, the Board agreed to accept the report as submitted.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS AGENDA

At this time, Board member Terrell took the opportunity to recognize Dr. Dene Thomas from Lewis-Clark State College who is leaving to take a position in Durango, Colorado. The Board acknowledged the outstanding work of Dr. Thomas in bringing LCSC to good health. Dr. Thomas was presented with a plaque on behalf of the Board for her years of dedication and commitment, and for her passion for the students of Idaho. Dr. Thomas thanked the Board and the representatives of the colleges, universities and agencies for the recognition and encouraged them to continue their hard work for the students of Idaho.

1. Presidents' Council Report

Dr. Dene Thomas noted that a brief list of the items discussed by the Presidents at their last meeting is included in the Board agenda materials. She shared concerns about the statewide longitudinal data system and the impact of the negative results of the federal grant. In addition, the Board was encouraged to advocate on behalf of the institutions in taking a CEC recommendation to the Legislature this coming session for the retention and recruitment of faculty and staff.

Ann Stephens of the Division of Professional-Technical Education took a few moments to share about a special recognition given to Dr. Jerry Beck of College of Southern Idaho for his years of dedication and support of Professional-Technical Education. The recognition is from Idaho's Professional-Technical Educators and was given out at their recent professional development conference. Ms. Stephens noted that the award was issued 35 years to the day that Dr. Beck started employment with the College of Southern Idaho.

Dr. Robert Kustra of BSU took a few minutes to reflect on the opportunity to work alongside of Dr. Dene Thomas. On behalf of the Presidents' Council, Dr. Kustra spoke about the tremendous job Dr. Thomas has done to advance the cause of the students of Lewis-Clark State College. He noted that she has been an outstanding partner to the other Presidents of the colleges and universities. As an expression of thanks and appreciation, the Presidents Council will be presenting Dr. Thomas with a special gift before she departs to take up her new position in Colorado.

Dr. Thomas thanked the members of the Board, her colleagues on the Presidents' Council, and the Lewis-Clark State College community for their good wishes and valued friendships. In closing, Dr. Thomas announced that Mr. Burton Waite will chair the Presidents' Council next year.

2. Eastern Idaho Technical College Update

President Burton Waite welcomed the Board of Education to the EITC campus and presented a report to the Board. He noted that EITC's mission as the only technical college in the state makes it different from every other college in the state. Mr. Waite shared that EITC is also unique in the profile of its credit students, whose average age is 29. Mr. Waite pointed out that EITC's focus is regional; it supports the student and the workforce needs of this region. Mr. Waite explained that EITC's service area is far reaching and it is a challenge to serve some of areas.

EITC's headcount in the fall of 2009 was up 12.6% from last year even in the midst of declining financial resources. The spring headcount was up 13.2% from 2008. One thing that helps control EITC's growth is the capacity of some of the credit programs. Some is inherent with equipment needs and limitations; some is due to accreditation requirements.

EITC is training-focused. It offers workforce training, apprenticeship training, and ABE/ESL/GED training. In the area of workforce training, EITC has a number of business and industry partners including the INL. In regards to INL, EITC is in the process of renewing an agreement with them for the delivery of training at their facility. In the area of ABE services, there has been an increase in the number of individuals served and the opportunity to take those services to the outlying areas of EITC's service region. On another note, EITC's scholarship campaign is geared to allow students to pursue an education without bearing the burden of loans. The impact of the Albertson Foundation grant to EITC was huge. The numbers of students served as a result of that grant was significant.

The Board thanked Mr. Waite and expressed appreciation for EITC's hospitality as the host of the State Board of Education.

3. Presidents' Compensation

M/S (Soltman/Agidius): To approve the annual salary for Dr. Robert Kustra as President of Boise State University effective July 1, 2010 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 amend the current employment agreement with Dr. Kustra extending the current contract for an additional year, to be brought back for future consideration by the Board. Motion carried unanimously.

M/S Soltman/Terrell): To approve the annual salary for Dr. Duane Nellis as President of University of Idaho July 1, 2010, in the amount of $335,000 (comprised of $298,000 in institutional funds, and $37,000, plus such additional amount required for benefits in supplemental compensation to be provided by the UI Foundation), and to direct staff to amend the current employment agreement with Dr. Nellis extending the current contract for an additional year, to be brought back for future consideration by the Board. Motion carried unanimously.

M/S (Soltman/Atchley): To approve the annual salary for Dr. Art Vailas as President of Idaho State University effective July 1, 2010, 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 amend the current employment agreement with Dr. Vailas extending the current contract for an additional year, to be brought back for future consideration by the Board. Motion carried unanimously.

M/S (Soltman/Agidius): To approve the annual salary for Burton L. Waite as President of Eastern Idaho Technical College effective July 1, 2010, 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, to be brought back for future consideration by the Board. Motion carried unanimously.

M/S (Soltman/Lewis): To approve the annual salary for Mike Rush as Executive Director of the Idaho State Board of Education effective July 1, 2010, at an annual salary of $110,012, and to direct staff to prepare an employment agreement with Dr. Rush. Motion carried unanimously.

<u>4. 2011 Legislative Issues</u>

M/S (Soltman/Terrell): To approve the three legislative ideas as submitted and to authorize the Executive Director to submit these and additional proposals through the Governor's legislative process. Additional Legislative Ideas are to be approved by the Board's Executive Committee prior to submittal. Motion carried unanimously.

Executive Director Mike Rush explained that Executive proposals have to be submitted through this process. In regards to legislation that is brought forward by a legislator, those things can be brought to the Board as information items for its perusal and the Board can always take a position. Related to the budget of the Department of Education, it was noted that the State Superintendent does have the authority to submit legislation and isn't bound by these timelines as the Board is. The Board does have the opportunity to weigh in on the issues.

Dr. Rush explained that the Board has until the first week of August to submit ideas to the Governor's office. These ideas don't have to carry through to fruition. If the Governor's office agrees on those ideas, the Board can decide whether to pursue them. Board President Westerberg suggested that the Board needs to be able to respond to things on the fly. He assigned the PPGAC committee to think of a way for the Board to respond and take action given that some of those things take place very quickly. He asked that PPGAC report back to the Board related to this in August.

<u>5. Idaho State University – Governance Review</u>

M/S (Soltman/Terrell): To direct Dr. Vailas to institute a review of the faculty governance structure at Idaho State University and to report back to the Board all findings at the conclusion of the review. Motion carried unanimously.

Board member Soltman presented this item.

<u>6. Humanitarian Bowl Alcohol Waiver</u>

M/S (Soltman/Terrell): To approve uDrove Humanitarian Bowl's request to operate a corporate tent village consistent with the terms herein for the 2010 through 2014 Bowl

games.

By unanimous consent it was agreed to defer further consideration of this item until later in the agenda until after the representative from the Humanitarian Bowl arrived and was available for comment.

Board member Soltman introduced this item. Board member Terrell indicated that this item is a request for an extra year, not an expansion of area of service. In the past the request has been for a three-year period. He noted that the Humanitarian Bowl has had a long relationship with the Board and no issues have been reported related to alcohol usage during that time.

Board member Lewis referred to a letter from the Humanitarian Bowl that indicated it will obtain the required permits and licenses. He wondered why that isn't on the standard list of requirements. Board member Terrell explained that most of the other vendors have already obtained the licenses; this one has not. In regards to the length of the agreement, Board member Terrell agreed that it should remain a three-year agreement and agreed to amend his motion to that affect.

Board member Agidius expressed a concern that the policy is waived every year. He suggested that the policy be reviewed so that it aligns with what the Board is actually doing. Board member Terrell indicated that this has been discussed already. Board President Westerberg agreed it would be good to craft Board policy so that it is consistent with what the Board is doing each year.

Board member Lewis indicated that there is ambiguity in the Board policy that allows the Humanitarian Bowl vendor to admit people of all ages into the alcohol area. Board member Terrell noted that the point was well taken and that this needs to be cleared up with them. Board member Lewis suggested that this needs to be cleared up today because this is a three-year waiver.

On another note, Mr. Lewis suggested there was ambiguity on whether or not areas of alcohol service should be cordoned off, and on the use of colored wrist bands. In the past, there have been two distinctions. One is the President's special section where families would be admitted. The other was the general population where only people over 21 would be admitted.

Board member Terrell indicated that with the Humanitarian Bowl there wasn't the age requirement. There was agreement that should be addressed. Board member Lewis noted that this hasn't been discussed with the Humanitarian Bowl in the past; it has just come up.

<u>7. Boise State University – Alcohol Waiver for 2010 Home Football Games and Humanitarian Bowl – Stueckle Sky Center</u>

M/S (Soltman/Agidius): 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:
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 2011.

AMENDED M/S (Soltman/Agidius): To approve the request by Boise State University for 2010 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:
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 provide the Board with a list of further measures it intends to take 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. That list will be submitted to

the Board for approval by the Board President.
12. Boise State will bring this back to the Board for review of the alcohol service during home games in 2010-2011.
Motion carried unanimously.

Board member Soltman introduced this item. Board member Agidius noted that this motion does not include any expansion and is the same as the request from prior years. Board member Terrell agreed.

Board member Soltman raised a point that the motion says it will be on an "ongoing basis", which suggests it will be ongoing. Board member Agidius pointed out that it is not an ongoing event because it will need to be brought back to the Board each year and that BSU will agree to abide by the Board's alcohol policy. Kevin Satterlee of BSU noted that BSU intends to comply with the Board's alcohol policy with the exception of the policy that is waived by this motion.

Board member Lewis asked to hear from BSU if there is any change in the intent of the waiver request. Dr. Kustra noted that this is a difficult issue for the colleges and universities to deal with. Dr. Kustra pointed out that with regards to the Sky Center, the alcohol service arrangement was part of a business deal that was made. He also indicated that BSU controls the serving of alcohol and there are no issues to report. Dr. Kustra observed that he looks to the Board for direction and that BSU will follow whatever policy that is in place. He also noted that BSU is deadly serious on enforcement. He pointed out that the chief of security at BSU is able to report to the Board on any issues or incidents that arise year to year.

It was clarified that there is no change in what is being requested by BSU this year. In terms of the word "ongoing" BSU clarified that it is ongoing in the same manner as BSU has done in the past. With regards to item 12, the intent is that BSU will return to the Board next year to review the alcohol service during home games in 2011. In regards to item 11, Kevin Satterlee explained the steps that have been take to assure underage drinking does not take place. He agreed those should have been spelled out.

The Board discussed changes to the motion and Board member Soltman agreed that the words "ongoing basis" should be deleted. Also, that under item 11, that it include language stating that BSU would submit the list of measures, to be approved by the Board President. And, to change item 12 to read 2010-2011 as well as clarifying in the beginning of the motion that this is for year 2010.

Board President Westerberg charged Board member Soltman and the PPGAC committee to work on the Board policy related to alcohol service as discussed at the meeting today for clarification. Board member Terrell pointed out that the Board needs to build a framework for the institutions to follow between now and next year. He asked the Board chair to accept that responsibility.

<u>8. Boise State University – Alcohol Waiver for 2010 Home Football Games – Caven Williams Complex</u>

M/S (Soltman/Terrell): To approve the conditions set forth in this request for the purpose of allowing pre-game activities for the 2010 home football season. The conditions are as follows:
1. The Caven Williams Sports Complex will be secured 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. Companies involved in the corporate hospitality area would be sent a letter outlining the Caven Williams Complex Corporate Hospitality Area/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.
6. There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
7. A color-coded wrist band system will be used to identify attendees over the age of 21.
8. One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued.
9. There will be one entry point into the area where beer and wine is sold manned by security personnel who will check wristbands.
10. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
11. Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
12. The area is for sponsors to entertain clients/guests for the fall 2010 home football games.
13. A request will be brought back to the Board after the conclusion of the 2010 season for reconsideration for 2011.
14. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
Motion carried unanimously.

Dr. Kustra reported to the Board regarding to this request. He noted that currently the only way to be admitted to this alcohol service area is by invitation only. The new proposal would allow for BSU to open the doors to the indoor training facility and allow the patrons to move inside. He referred the Board to a diagram that explained the set-up.

Kevin Satterlee of BSU noted that in prior years the alcohol service area was outside of the Caven Williams complex (CW); inside was an open area where the general public was allowed for food service use. The new proposal would divide the area inside of the CW facility so that one part was for alcohol service, in order to allow patrons over age 21 to enter. There would be no service area outside of the CW facility in that case.

Mr. Satterlee explained that the guidance BSU is seeking from the Board is whether to take further steps to separate the two areas or to not allow the general public into the Caven Williams Complex for food service use at all. Dr. Kustra pointed out that the CW building was intended for family use only, but very few families have taken advantage of the facility. Mr. Satterlee clarified that the intention is to allow invited members to enter, but no one over 21 would be allowed in the alcohol service area. It was also clarified that this arrangement would replace the space that is currently used on the outside. It centralizes the space. The partition would be a fence.

Board member Lewis clarified that the change is that previously nobody was permitted in the area where alcohol is served. This proposal allows for invited guests and their family members to enter the facility, with the 21 and over area is cordoned off by a fence. It is an invitation only area. Board member Lewis thanked BSU for the changes they made in handling this. Board member Agidius thanked them as well and noted that this discussion gives the Board some guidelines for its policy.

9. Idaho State University – Alcohol Waiver for 2010 Home Football Games

M/S (Soltman/Terrell): 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 2010 home football season. The conditions are as follows:
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 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. Two entry/exit points 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 2010 home football games, including the sales and service of alcohol.
11. A review of the 2010 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.
Motion carried unanimously.

It was clarified that item 4 needs to concur with item 4 as presented in the background materials.

10. University of Idaho – Alcohol Waiver for 2010 Home Football Games

M/S (Soltman/Agidius): To approve the request by the University of Idaho to establish secure areas for the purpose of allowing the above specified pre-game activities (North Kibbie Field, Student Activities Field, University Commons Building and Menard Law Building) for the 2010 home football season, such events to be in compliance with Board policy section I.J. and the following conditions:
1. The service area shall be secure, surrounded by a fence or otherwise enclosed 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 a separate color coded wrist band to identify attendees and invited guests who are 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 at 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 2010 home football games, including the sales and service of alcohol.
11. This exception is only for the 2010 football season; the University shall bring the matter back to the Board after the conclusion of the 2010 football season for reconsideration for 2011.
Motion carried 6-1 (Lewis voted Nay).

Board member Terrell asked for clarification on the number of areas where alcohol will be served and the reasoning behind it. Dr. Nellis emphasized that UI takes the monitoring of alcohol on campus seriously. There have been no incidences with those areas in the past related to alcohol consumption. He explained that UI would like to be able to utilize the Commons during cold weather versus using the tent and the heaters. The area in the Commons would be more secure and it is more isolated from the general population. The Menard Law Building area is a substitute area for use only in bad weather. These areas are not expansion areas.

Board member Lewis asked for clarification on the kind of access that will be allowed in these areas. UI explained that there are two things. One is an area where you have to be 21 to get in; the other is an invitation only area and where if you are over 21 you get a wristband. Mostly donors and supporters are invited to that second area and they often bring family members so the wristband method allows them to control alcohol. In regards to the Commons there will be security stationed at the doors and only patrons 21 or over will be admitted. In the Law Building it is an invitation only situation similar to what already exists.

Board member Lewis noted that this is a distinction where the Board needs to make a decision. In the UI situation there is a mixed use situation where the alcohol service area is not cordoned off. Board President Westerberg indicated that it is not clear to him what is appropriate and what isn't. In some cases mixed ages is okay and in others it is not. As the Board reviews its policy that is a determination that probably needs to be made as to which side of the line it wants to stand on.

At this time the Board returned to item 6 which was deferred until this time to allow for remarks from the Humanitarian Bowl representative.

<u>Item 6 -- Humanitarian Bowl Alcohol Waiver – Continued</u>

Amended Motion (Soltman/Terrell): To approve uDrove Humanitarian Bowl's request to operate a corporate tent village consistent with the terms herein for the 2010 through 2012 Bowl games. Motion carried unanimously.

Discussion of this item was deferred earlier in the agenda. Kevin McDonald, Executive Director of the Humanitarian Bowl, appeared to answer questions. Board member Lewis asked for clarification as to how entrance controls will be undertaken. Mr. McDonald explained that wristbands are issued to identify those who can be inside. There are also security personnel who check ID's on everyone to confirm they are over 21.

Board member Terrell noted that there are uniformed and non-uniformed security personnel patrolling the area. Mr. McDonald indicated that security personnel are hired from two organizations. One group comes from the Boise Police Department and the other is from a private security firm. Mr. McDonald indicated that since his time with the Humanitarian Bowl there has never been segregation of groups; the wristband method is what has been used.

<u>11. U.S. Department of Labor Workforce Data Quality Initiative</u>

M/S (Soltman/Agidius): To support the Department of Labor's application for the Workforce Data Quality Initiative and to authorize the Executive Director to sign the letter of commitment of behalf of the Board. Motion carried unanimously.

Board member Soltman presented this item.

Board member Lewis referred to the impact statement included in the Board agenda for this item, specifically item number 3. He asked if there could a problem with this in the future because of the privacy issue. Dr. Rush explained that for the State Department of Education (SDE) to be able to use the UI unemployment data base for follow-up tracking in this technical environment, they had to use social security numbers. He pointed out that Idaho already uses social security numbers for this purpose and to that end there are strict legal MOU's with SDE as to the protection of the data, the use of it, and the segregation of that information. To date is has passed legal muster.

Dr. Rush reiterated that to get follow-up data, there is no optional methodology. The only way to participate is to build in the legal fences to protect the information. The whole purpose of the grant is to use the unemployment data base and this is part of the legal conditions, required by the feds. Without this condition there is no use applying because the data would not be accessible. Board member Lewis encouraged that there some research be done to be sure the Board isn't getting into a bad situation. He also asked that the Board President and Executive Director follow up with SDE to be sure that the Department is aware of the situation and that it doesn't present legal ramifications for them. It was agreed.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

Board member Terrell reported that items 1 and 2 were reviewed by the athletic committee. The committee agreed that there needs to be more academic incentives included in the agreements.

<u>1. Boise State University – Employment Agreement – Head Basketball Coach</u>

M/S (Terrell/Agidius): To approve the request by Boise State University to enter into a new Employment Agreement with Leon Rice, Head Men's Basketball Coach, as submitted, with the change to Provision 3.2.4 which shall now read "shall be recommended by the President and approved by the Board." Motion carried unanimously.

Board member Terrell asked for clarification on the salary. Board member Lewis asked about the provision, Section 2.3.14, that allows for the coach to receive supplemental compensation from the president. He wondered how it got into the model contract because it appears to be an open ended ability to increase the compensation without further Board review.

Kevin Satterlee of BSU noted that this essentially grants the president the ability to make a supplement increase. He noted that at BSU it is in the contract, but it has never been done. Mr. Lewis asked how important the provision is to the contract. Mr. Satterlee explained that the way it got into the model contract as a general statement was because the different institutions have different criteria that they follow.

There was agreement that the last sentence of provision 3.2.4 should be changed to read, “shall be recommended by the President and approved by the Board.” It was also agreed to strike the wording, “sole discretion of the President and consultation with the Director.” Board staff was then directed to change the model contract so that it includes the same changes noted in this request and motion.

2. University of Idaho – Employment Agreement – Head Football Coach

M/S (Terrell/Atchley): To approve the University of Idaho’s multi-year employment contract for head intercollegiate football coach for a term commencing on July 1, 2010 and terminating on December 16, 2014 in substantial conformance with the employment agreement submitted to the Board in Attachment 1 with the change to Provision 3.1.1a which will now read, “shall be recommended by the President and approved by the Board.” Motion carried unanimously.

It was clarified for Board member Terrell that the base salary is the same as Coach Akey has been paid. Rod Spears of UI indicated that the University received a scholarship reduction from the NCAA this year due to the average number being below the APR average which is based on the retention and academic performance of the students. That reduction will continue for two more years although it is possible for UI to appeal the reduction in scholarships.

Mr. Lewis referred to provision 3.1.1a with language that was added that says Coach Akey will be eligible to receive supplemental increases not reviewed by the Board. Mr. Spears noted that this has been the standard language and UI will gladly add the language approved in the previous motion if it pleases the Board. Kent Nelson of UI noted that this language is related to things like CEC.

Mr. Lewis took a moment to congratulate the program and the work that Coach Akey has done on behalf of UI and Idaho.

3. Eastern Idaho Technical College – Reorganization and Administrative Structure

M/S (Terrell/Soltman): To approve the request by Eastern Idaho Technical College to proceed with implementation of the proposed reorganization of the College’s central administrative functions, duties and non-instructional personnel. Motion carried unanimously.

4. Eastern Idaho Technical College – New Positions and Deletion of Positions

M/S (Terrell/Edmunds): To approve the request by Eastern Idaho Technical College for four (4) new positions (4.0 FTE) and to delete three (3) positions (3.0 FTE) supported by appropriated funds. Motion carried unanimously.

<u>5. Eastern Idaho Technical College – Appointment of the Vice President of Instruction and Student Affairs</u>

M/S (Terrell/Soltman): To approve the request by Eastern Idaho Technical College for the appointment of Dr. Steven K. Albiston to the position of Vice President of Instruction and Student Affairs at an annual salary of $92,000. Motion carried unanimously.

<u>6. Amendment to Board policy – Section II.G.6.i – Tenure for Academic Administrators – Second Reading</u>

M/S (Terrell/Agidius): To approve the second reading of proposed amendments to Board Policy Section II.G.6.i, Tenure for Academic Administrators as presented. Motion carried unanimously.

It was noted that this provision would bring Board policy into alignment with Idaho Code. It was suggested that this idea be put on the list of legislative ideas to be proposed to the Governor this year in order to facilitate a change in Idaho Code.

Section II – Finance

Two items, carried over from the Consent agenda, were heard at this time. Board member Terrell introduced them.

<u>Consent Agenda Item 5. Athletics Actual, Forecast and Budget Reports</u>

M/S (Terrell/Agidius): To accept the Intercollegiate Athletics reports as submitted and with the request of the chairman of BAHR and the request of the Chairman of the Athletics committee. Motion carried unanimously.

Institution representatives were invited forward to respond to questions related to this item. Board member Lewis pointed out that he had concerns about having these items in the Consent agenda because they are budget items. He asked that they be included in the regular agenda in the future.

Mr. Lewis asked about BSU's expenditures. Stacy Pearson of BSU indicated that there is a payout on a current basketball coach and assistant coaches as well as a new coach. Mr. Lewis asked about ISU's anticipated institutional support. Mr. James Fletcher of ISU agreed to check that and get back to the Board with the details.

Mr. Lewis asked UI about a budget shortfall and what appears to be a significant deficit. Rob Spears pointed out that this number is a very conservative estimate. Lloyd Mues introduced Keith Ickes, Executive Director of Planning and Budget to provide additional details.

Board member Terrell noted that athletics bring positives to the campus and agreed that the University needs to pay close attention to how it manages its athletic program. Dr. Nellis emphasized that the University is committed to bringing in the resources and making the hard decisions regarding the management of the program. Mr. Ickes explained that this is the best evaluation UI is able to present at this time. It will do all possible to control costs, in appropriate fashion. Mr. Terrell asked UI to keep the Board posted as to positive moves and setbacks. Board member Agidius asked for a formal update to BAHR and the Board in October.

Board member Lewis raised a point about student fees and noted that the Board was unable to give UI the level of fees that they said they desperately needed. He suggested that UI should come back to the Board with a new budget. It was pointed out that unlike the area of student fees and other resources, the athletic budget is more difficult to predict. Mr. Lewis noted that the University's reserves are critically low. He suggested that its budget should show a zero budget not a deficit budget.

Board member Terrell summarized that two directives had been mentioned. He noted that Board member Agidius had asked for the Athletic Committee to meet and also for BAHR to meet related to UI's budget in order to go through some of the issues and see what can be done to make it work. Mr. Terrell noted that Mr. Lewis had asked for UI to submit a zero balance budget.

Board President Westerberg suggested that the Board wait until October to hear the action plan from UI, but reminded UI to work diligently to bring the numbers in line. Mr. Lewis suggested having an interim conference call to get a status report. Mr. Terrell agreed that a monthly update would be good. Mr. Agidius noted that a combined meeting of BAHR and the Athletic Committee could be arranged.

At this time, Paul Agidius was excused for the remainder of the meeting due to a scheduling conflict.

Consent Agenda Item 6. FY 2011 Operating Budgets

M/S (Terrell/Edmunds): To approve the FY 2011 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 presented. Motion carried unanimously.

1. Differential Fees

Matt Freeman of the Board office introduced this item. He provided background details for the benefit of the Board noting that the discussion on differential fees has been going on for a number of years. He explained that last fall the Financial VP's began to earnestly look at the idea of differential fees and would like feedback from the Board at this meeting regarding a proposal they may make in the future.

Keith Ickes of UI addressed the Board on behalf of the Financial VP's. He referred to a white paper included in the Board materials that summarizes the issue of differential fees. He pointed out that differential tuition refers to any tuition charged to the students of a particular group that is different than the tuition charged to other students, where the difference is based on certain factual criteria.

Mr. Ickes noted that professional fees are already being charged to students in certain programs that have a higher cost. There are also course-specific fees which are associated with direct and identifiable costs of taking a particular course. These course-specific fees are not generally considered differential fees for that reason. Methods of charging differential tuition include charging according to the student's program major or program; another is to charge by the program.

Mr. Ickes shared that some of the concerns, related to differential tuition, are that it is another mechanism for raising tuition, it can complicate financial aid operational management, or it may raise a question of access. Any proposal brought to the Board will include an outline from each institution that includes a defensible proposal as to how it would apply a differential fee policy.

Board President Westerberg indicated that any proposal on how differential fees would be implemented has to make sense in a pricing mechanism within the institution. If one student pays more and another pays less, that needs to be included too. It was noted that revenue and the way institutions price education is one issue; how that education is delivered is another.

Board member Soltman suggested that this might simplify the current structure. Mr. Ickes explained there are several approaches that might be considered. One is to take an existing program like engineering and couch it in broader terms to give the Board an idea of how the framework might look.

Matt Freeman indicated that the institutions have discussed the possibility of bringing a draft policy to the Board for first reading in August; and also to present at that time a system-mockup using the engineering program. He noted that the institutions are looking for a go-ahead at this point. Board member Terrell recommended having a draft policy come forward before the first reading so the Board can build on it. Board President Westerberg agreed that having a draft policy first would make sense and should include a draft program.

Jim Fletcher of ISU added that ISU strongly supports the concept of differential fee, but with respect to having a pro forma model, it needs to be financially right and communicable and acceptable within the community. And, ISU would like the opportunity to review this with its students as well.

Stacy Pearson of BSU noted that the timeline does give some flexibility, and also allows the institutions to ask for differential fees at the April 2011 Board meeting. She pointed out that by tracking backwards from that date on the timeline, the institutions would need to bring something to the Board in August with a second reading in October or December.

Board President Westerberg reminded the institutions that the Board has the option to reject any proposal. Mr. Terrell clarified that the intent is to get the draft and move forward, keeping in mind that if the draft isn't acceptable it gets returned to the institutions for reworking. The process would start in August with the draft copy. The institutions thanked the Board for allowing them to proceed on this issue.

2. Boise State University – Right of Way Vacation Agreement – Ada County Highway District (ACHD)

M/S (Terrell/Soltman): To ratify the agreement between Boise State University and Ada County Highway District for the vacating of right-of-way.

Substitute M/S (Lewis/ Edmunds): To approve the agreement between Boise State University (BSU) and Ada County Highway District (ACHD) relating to vacation of right-of-way subject to satisfactory resolution between BSU and ACHD of the following issues:

(a) Section 1.04(a) – mutual acceptance of the form of easement;

(b) Section 1.04(b) – timing issues associated with BSU's obligation to relocate sidewalks and curbs;

(c) Section 1.04(c) – clarification regarding appropriate limitations regarding the scope and extent of the property for which ACHD may request use without compensation.

Motion carried unanimously.

Board member Lewis asked for clarification on the rights of ACHD related to the agreement. He expressed concern is that if there is any dispute as to who has rights to the land in question, it could end up in court.

Kevin Satterlee explained that BSU requested a global agreement for right-a-ways for streets from ACHD. The final version that came to BSU from ACHD did not include certain agreed upon items between ACHD and BSU. Mr. Satterlee agreed that this isn't the best situation, but explained to the Board that it has taken many years just to get ACHD to move this far.

There was discussion about how best to approach this issue with ACHD. Board member Lewis suggested several points in the agreement be clarified in order that the position of BSU and the Board be protected. The Board took a brief recess to allow time to draft a substitute motion along that line.

3. Boise State University – Geothermal Agreement

M/S (Terrell/Atchley): To approve the request by Boise State University to enter into a Geothermal Services Agreement with the City of Boise as submitted in Attachment 1. Motion carried unanimously.

4. Boise State University – Purchasing Policy

M/S (Terrell/Soltman): To approve the model purchasing policy as submitted in Attachment 1 and to find it substantially consistent with Title 67, Chapter 57 Idaho Code. Motion carried unanimously.

Matt Freeman presented this item and provided details to the Board related to background discussion. He explained that BSU took the lead on this. They sat with counsel and other staff members and went though the current purchasing statute in the framing of this policy to make sure it was in compliance. He indicated that the only provision in the legislation was that it would be substantially consistent. This policy has been vetted with State Purchasing and they have agreed that it if fine. Mr. Freeman noted that the variances are outlined in the Board agenda materials.

As a point of clarification, Stacy Pearson pointed out that BSU took great care in drafting this model policy. In addition, at the institution, no purchase or payment is made without documentation. This model policy would make ISU, UI, BSU, LCSC, and EITC eligible to draft their own policy to bring to the Board for review and approval.

M/S (Terrell/Edmunds): To approve the request by Boise State University to implement and utilize the model purchasing policy effective July 1, 2010. Motion carried unanimously.

5. Boise State University – Lincoln Avenue Student Housing

By unanimous consent the Board agreed to postpone this item until a date in July for a special board meeting to hear this item.

Board member Terrell recused himself from discussion and voting on this matter due to a possible conflict of interest.

Stacy Pearson reported that BSU was bringing this item back before the Board. She noted that due diligence has been done to settle out with the American Campus Communities (ACC). BSU is still in need of additional student housing and has decided to go with a scaled-down version of the project funded with a mix of student housing reserves and general revenue bond proceeds. This takes advantage of the work that has already been done. BSU is seeking approval to move ahead with this project through the Division of Public Works and/or the Division of Purchasing as appropriate. BSU will bring a bond issue before the Board in August related to this project.

Board member Edmunds asked if future discussions should be undertaken to negotiate for the use of the development plans from ACC. BSU indicated that it would consider that suggestion.

Board member Lewis noted this proposal is out of sequence in terms of the Board's process for building projects. Ms. Pearson indicated that BSU has tried to follow that process diligently, but this project is different because the project design was done under the ACC agreement. She emphasized that construction will not start until the bonding is approved.

Board member Atchley raised a point about the cost of student housing on this particular project. Ms. Pearson noted that when BSU looked at the project ACC designed, BSU had confidence that they could rent those rooms because there is a high need for student housing. In terms of the cost of the project, this facility was intended to last for 30 years, so it would pay for itself over time. Mr. Pearson pointed out that the cost-per-bed of this project is comparable to other units.

Mr. Lewis reiterated he would like to see the process followed. He suggested that if timing is a concern a special meeting could be held to facilitate that. Stacy Pearson explained that Division of Public Works requires certain elements to be in place prior to their approval. If there can be a special meeting in July between BSU and the Board to look at the details that would help. Mr. Lewis concurred with having a special meeting to review information and approving this project.

6. Idaho State University – Naming/Memorializing Buildings and Facilities – Softball Fields

M/S (Terrell/Soltman): To approve the request by Idaho State University to name the new softball field, Miller Ranch Stadium, and the new practice field, Papenberg Field, in honor of the donors, Sylvia and the late Don Papenberg. Motion carried unanimously.

7. Idaho State University – Idaho Accelerator Center (IAC) Expansion Project

M/S (Terrell/Edmunds): To approve the request by Idaho State University to increase the project budget for the expansion of the existing Idaho Accelerator Center, to a total project cost of $873,000. Motion carried unanimously.

Board member Terrell presented this item.

8. University of Idaho – Outdoor Track Renovation Project

M/S (Terrell/Soltman): To approve the request by the University of Idaho to implement the Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements project for a total project cost not to exceed $2.5 million, and to authorize the University of Idaho to execute all requisite consulting, design, construction and vendor contracts necessary to fully implement the project. A roll call vote was requested; motion carried unanimously.

Board member Terrell expressed concerns about this request related to financing. He expressed concerns that this project deals with athletics and not academics. He expressed concerns that there are other deferred maintenance situations at UI that should receive attention first.

Lloyd Mues of UI walked through several of the issues with the Board. He noted that this facility happens to be an athletic facility, but it is heavily used by the University and the public, for educational and community purposes in addition to athletics. He explained that it is about 30 years old and it is falling apart. This is not a project that falls under the Permanent Building Fund. He reiterated that it serves more than athletics. This project came to the surface as a priority on its own merit. He agreed that other projects on campus need attention as well, but for this level of money and this level of assurances for payback, this project did rise to the top. Some of those other projects would fall under the Permanent Building Fund. This one will be funded by a short-term loan from a bank.

Mr. Mues explained further that the challenge for UI is that the construction window in northern Idaho is short. He reiterated that the project will be paid by fees, will require nothing additional and that it will be paid off in five years.

Board member Lewis indicated his only issue is with the process and suggested that UI come back in to the Board with the design plan. Board member Terrell made a motion to hold this item for a special Board meeting, but the motion died for lack of a second.

M/S (Terrell/Soltman): To approve the request by the University of Idaho to obtain financing from a lender of its choice in the amount of $2.5 million for the purpose of financing the Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements project, and authorizing the Vice President for Finance & Administration to execute all necessary documents on behalf of the Board of Regents. Said financing shall be secured, if applicable, in accordance with Section 33-3804(j), Idaho Code, and at an interest rate not to exceed 5.50%. Motion carried unanimously.

<u>9. University of Idaho – Request for Proposals – Television Cable Project</u>

M/S (Terrell/Edmunds): To approve the agreement between the University of Idaho and Time Warner Cable, in substantial conformance with the Forms submitted to the Board in Attachments 1 and 3. Motion carried unanimously.

<u>10. University of Idaho – Kibbie Dome Enhancement Project – Game Day Renovation</u>

M/S (Terrell/Soltman): To approve the request by the University of Idaho to implement the construction phase of the Kibbie Activity Center Enhancement Project, for a total project cost not to exceed $5,310,000, and to authorize the University of Idaho to execute all requisite consulting, design and vendor contracts necessary to fully implement the project. Motion carried 4-2 (Lewis and Edmunds voted Nay).

M/S (Terrell/Atchley): To approve the request by the University of Idaho to obtain financing from a lender of its choice for approximately $2.9 million for the purpose of partially financing the Kibbie Activity Center Enhancement Project, and to authorize the Vice President for Finance and Administration to execute all necessary documents on behalf of the Board of Regents. Said financing shall be secured, if applicable, in accordance with Section 33-3804(j), Idaho Code, and at an interest rate not to exceed 5.50%. Motion carried 4-2 (Edmunds and Lewis voted Nay).

Board member Terrell noted that in February 2010 the Board approved the design phase of this project. UI reported that the design phase is underway and this request is for the construction phase. Lloyd Mues indicated that this project is 100% funded by giving. Vice President Murray of UI provided details. It was noted that there is a mismatch between when the pledges come in and when the payment of certain construction costs are due. A bridge loan will be secured to meet that difference.

Board member Lewis asked for clarification on the point of the loan and expressed concern about the risk of a loan that is secured only by pledges. Dr. Nellis noted that this type of project is common. He explained that this project is a transformative project. He pointed out that if the Board looks at the pledges that have already come in, it is a positive. The bridge loan covers a gap. The commitment of the alumni is evident in terms of the amount of money already raised.

Mr. Murray emphasized that the revenue enhancement that this project will generate is significant. He pointed out that there is a pledge contingency built into the project. There is also a fee built into the project that can be used to backfill the pledges if necessary. Mr. Lewis noted that projects are privately funded normally don't have a risk like this one does. Dr. Nellis indicated that in terms of looking at construction costs and securing this loan which is a bridge loan, waiting too long to take care of this could impact the situation. Mr. Mues noted that the loan can be paid off ahead of time without penalty. That is the intent of the University.

Mr. Terrell asked for clarification about the cash available for projects. Mr. Spears noted that there is more than enough money in committed pledges and sponsorships to cover the project. The bridge loan is to cover the gap time-wise. He noted that this is not about athletics because the building is used 60% of the time by non-athletics.

Mr. Lewis clarified that he recollects that the Board hasn't required 100% of the cash in hand before a private project is approved; the difference here is that there is a need for a loan to cover the gap. He indicated he will vote against this because it is not a good path to approve a privately funded project that has to be backed by a loan.

11. University of Idaho – Sponsorship Agreement – Litehouse, Inc.

M/S (Terrell/Atchley): To approve the request by the University of Idaho to enter into a sponsorship agreement with Litehouse, Inc. in substantial conformance to the form submitted to the Regents as Attachment 1, and to authorize the Vice President of Finance and Administration to execute the agreement. Motion carried unanimously.

12. University of Idaho – Formation of an Applied Research Entity

M/S (Terrell/Soltman): To approve the request by the University of Idaho to participate in the formation of the applied research entity to be known as LASR in substantial conformance with the documents attached to the Board materials, and to then accomplish the transfer of operations of the Center for Advanced Microelectronics and

Biomolecular Research to the applied research entity.

Subsidiary M/S (Terrell/Soltman): To postpone this to the August meeting and refer it to the BAHR Committee and bring it back. Motion carried unanimously.

Dr. Nellis noted that Dr. Jack McIver who was going to appear to report on this request had to leave for a family emergency.

Board member Edmunds expressed concern that this project appears to get around the issue of tech transfer policy. If that is the case, it would break up the effort that has been underway to build partnerships. Another issue for him is the governance structure through CAMBR and the way it is set up. Mr. Edmunds indicated he was expecting tighter controls by UI. He noted that he is struggling with this request.

Kent Nelson of UI spoke to the issues that Mr. Edmunds raised. He noted that the project helps form a bridge between the University and private industry. This is a concept of an applied research laboratory where experts can carry out more focused research projects to meet industry standards. This is not an attempt to make an end-run around policy. With respect to control, there has to be a distinct entity to qualify for the federal requirements of separation. This is a 501.3c entity. For purposes of LASR, this meets the requirement of working with an educational entity. In order for the entity to function it has to be a symbiotic relationship. If that doesn't happen, the entity loses the 501.3c rating. Mr. Nelson noted as well that the intellectual rights of the University would be protected. The President of UI appoints all the members of the board. Dr. Nellis indicated that this is a common entity across the country as a way to create a dynamic for tech transfer. Mr. Nelson clarified that other documentation will be drafted when the entity and the University enter into projects.

Mr. Edmunds indicated that there could likely be control issues with the foundation after the University puts together the original slate of directors. Dr. Nellis referred to the articles of incorporation in the information that is available. Mr. Nelson referred to Article 4 that documents the connection between LASR and the University.

Mr. Lewis noted he would have expected an extensive service agreement between LASR and the University. He pointed out that the bylaws provide the scope, but do not include anything about the contractual obligations between LASR and the University. Mr. Nelson reiterated that for every project there would be whole set of agreements for that project that comply with Board policy. Mr. Nelson also indicated this is the first step in a series of steps.

Mr. Edmunds restated his concerns.

13. Lewis-Clark State College – Refinancing Clearwater Hall

M/S (Terrell/Edmunds): To approve the request by Lewis-Clark State College to refinance the current promissory note financing (4.00% for 2 years) for the Clearwater Hall residence facility, and for two other small promissory notes, through a new note from Wells Fargo Bank, N.A., for an amount not to exceed $4,700,000 at 3.51% interest for a period of 4 years), secured by facility rental revenue, by signing the attached Board Authorizing Resolution and Board Office Certification, and to grant approval for the College's Vice President for Finance & Administration to sign any necessary documents on behalf of the Board of Trustees. Motion carried unanimously.

14. FY 2012 Line Items

M/S (Terrell/Lewis): To approve the FY 2011 Supplemental Appropriation Request for College of Western Idaho in the amount of $2,656,000. Motion carried unanimously.

M/S (Terrell/Lewis): To approve the FY 2011 Supplemental Appropriation Request for Peace Officers/Fireman Dependent Scholarship in the amount of $30,000. Motion carried unanimously.

M/S (Terrell/Atchley): To refer the FY 2012 Line Items as listed on the Line Items Summary page in Tab 14b to the BAHR Committee to review and bring back to the Board in August. Motion carried unanimously.

Matt Freeman explained that the first two items are supplemental appropriations for FY 2011. A supplemental appropriation is usually considered an emergency situation for the current fiscal year. By approving a supplemental appropriation request, the institution can incorporate this into their budget request for FY 2011.

Matt Freeman indicated that the FY 2012 Line Items have been identified by the institutions as their unique needs and priorities. He explained that it is up to each institution to establish a list of priorities which is developed and vetted at each campus. In August, the Board will approve a full budget request for each institution which will include their line items. The approved budget requests will go to the Legislature for its consideration in 2011.

Board President Westerberg noted that the Board laid out categories of strategic initiatives for the institutions. Mr. Freeman reminded the Board that the likelihood of having all the projects funded is slim, but it is important to inform the Governor and Legislature about the compelling needs. Mr. Lewis asked that the Board members review the list of line items prior to the next Board meeting and come back with recommendations as to what to forward to the Legislature. Executive Director Rush pointed out that it is important that the Board have a realistic request and prioritize the items, but to make sure it also presents a picture of the critical needs of Higher Education.

In regards to the process and the list of priorities that have been presented by the institutions at this meeting, Lloyd Mues of UI indicated that the same conversation has taken place repeatedly these last few years. The Board requested a list of priorities from each institution and that is what is before the Board today for their review and consideration. The other VP's concurred.

M/S (Terrell/Lewis): To postpone this discussion and decision on the FY 2012 line items to the August meeting. Withdrawn.

It was clarified that the intent of the Board was to turn this item over to BAHR to review the line items and bring back a recommendation to the Board in August.

15. Amendment to Board Policy – Section V.R. – Inservice Teacher Education Fees – First Reading

M/S (Terrell/Atchley): To approve the first reading of proposed amendments to Board Policy Section V.R.3.a.x, In-Service Teacher Education Fee as presented. Motion carried unanimously.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

1. Experimental Program to Stimulate Competitive Research (EPSCoR) Annual Summary Report

Peter Goodwin, Rick Schumacher and Laird Noh presented the EPSCoR Annual Report to the Board. Dr. Peter Goodwin explained that the EPSCoR program is about building the science community within the state. It is doing that by building a cohesive research team of universities. The upcoming priorities of Idaho EPSCoR include the America Competes Act, the National Science Foundation Springboard Day, a proposal to host national EPSCoR Conference, and other EPSCoR major initiatives.

Dr. Goodwin indicated that Idaho's share of regular National Science Foundation (NSF) research funding is increasing. The Research Infrastructure Improvement (RII) funds personnel, research, cyber-infrastructure, diversity and outreach, management/stewardship, and sustainability. One example of outreach is the Idaho STEM Pipeline. This has drawn national attention. EPSCoR is in the process of transforming data policy.

Dr. Goodwin reported that Idaho was selected by the EPSCoR community to host the national convention. In this regard Idaho EPSCoR is working to balance the expectations of the NSF and the EPSCoR community and to get enough innovative outcomes to justify this meeting. Idaho EPSCoR is looking at what EPSCoR is doing on the national level. Expenses for the convention are covered by the NSF, but Idaho wants to have the proposal in place first.

Dr. Goodwin indicated that Idaho EPSCoR needs to position itself nationally so it attracts attention in terms of cyber-infrastructure. He pointed out that there are three key positions to be filled related to this effort. This is a value-added enhancement to INL and other initiatives.

Senator Noh thanked the Board for the opportunity to report. He indicated that Idaho EPSCoR appreciates the patience and involvement of the Board during the period of transitioning back under the oversight of the Board. Idaho EPSCoR looks forward to having a cooperative working relationship with the Board.

2. Idaho State University – Request to Discontinue the Electrical Technician Professional-Technical Program

M/S (Lewis/Atchley): To approve the request by Idaho State University to discontinue the Electrical Technician Technical program. Motion carried 5-0 (Terrell absent during the vote).

3. Idaho State University – Approval of Full Proposal: New Doctoral Program – Ph.D.

Experimental Psychology

M/S (Lewis/Edmunds): To approve the request by Idaho State University to implement the Ph.D. in Experimental Psychology. Motion carried 5-0 (Terrell absent during the vote).

4. University of Idaho – Approval of Notice of Intent: Consolidation of the Department of Statistics

M/S (Edmunds/Lewis): To approve the request by the University of Idaho to create a new administrative unit, Bi-State Department of Statistical Science and change the existing degree name to Master of Science in Statistical Science. Motion carried 5-0 (Terrell absent during the vote).

5. University of Idaho – Approval of Notice of Intent: Reorganization of the College of Education

M/S (Edmunds/Soltman): To approve the request by the University of Idaho to restructure the College of Education from four academic units into three academic units. Motion carried 5-0 (Terrell absent during the vote).

6. University of Idaho – Approval of Notice of Intent and Full Proposal: New Professional Science Master's in Natural Resources and Environmental Science

M/S (Edmunds/Soltman): To approve the request by the University of Idaho to create a new Professional Science Masters degree program in Natural Resources and Environmental Science. Motion carried 5-0 (Terrell absent during the vote).

7. Idaho Technology Incentive Grant Program FY 2011 Award

M/S (Edmunds/Soltman): To approve funding of review committee recommended projects under the Idaho Technology Incentive Grant Program for FY2011 totaling $1,000,000 as submitted as well as a project at BSU totaling $150,000 to fund work towards the development of the postsecondary portion of a longitudinal data system. Motion carried unanimously

8. Approval of Higher Education Research Council (HERC) FY 2011 Budget

M/S (Edmunds/Soltman): To approve the FY 2011 HERC Budget Allocation as presented. Motion carried unanimously.

9. First Reading, Proposed Amendments to Board Policy III.Y., Advanced Opportunities

M/S (Edmunds/Terrell): To approve the request by the Division of Professional-Technical Education to amend the Idaho State Board of Education Governing Policies and Procedures, Section III.Y., Advanced Opportunities as shown in Attachment 1. Motion carried unanimously.

10. Second Reading, Proposed Amendments to Board Policy III.W., Higher Education Research

M/S (Edmunds/Soltman): To approve the second reading of proposed amendments to Board Policy III.W. Higher Education Research to include the restructure of HERC as

submitted. Motion carried unanimously.

11. Second Reading, Proposed Amendments to Board Policy III.P., Students

M/S (Edmunds/Terrell): To approve the second reading of the proposed addition to Board Policy III.P., Students as submitted. Motion carried unanimously.

12. Second Reading, Proposed Amendments to Board Policy III.A.B., Rural Physicians Incentive Program Committee

M/S (Edmunds/Soltman): To approve the Second Reading of new proposed Board Policy III.A.B., Idaho Rural Physician Incentive Program Oversight Committee as presented. Motion carried unanimously.

Dr. Rush explained that this Board policy will be replaced by Board rule. That will come to the Board in August.

13. Course Transfer and Articulation Update

This is an information item only.

DEPARTMENT OF EDUCATION

Strategic Plans - Continued
c) Department of Education. Board President Westerberg reminded the Board that the discussion of the SDE Strategic Plan was deferred from yesterday. Luci Willits of the Department reviewed the highlights of the Department's plan. She noted the plan is posted on SDE's webpage. There are three overarching goals. First, is to have students be prepared all the way from K-12 and onto college and the workforce. In that regard, one area that Idaho is losing ground on is middle school; SDE will focus on this need. The second area concerns recruiting and paying highly qualified teachers. The third area of focus is the Longitudinal Data System. In terms of proficiency, Idaho is around 70%, but there is a lack of alignment and there is a need to make sure these students are prepared for high school.

M/S (Soltman/Atchley): To approve the FY 2011-2015 Strategic Plan of the State Department Education/Public Schools. Motion carried unanimously.

1. School District Boundary Alteration – Jefferson/Madison

M/S (Atchley/Soltman): To approve the findings and conclusions in the recommended order issued by the hearing officer and to approve the excision and annexation of property from the Jefferson Joint School District to the Madison School District. Motion carried unanimously.

Jennifer South, a parent, addressed the Board in favor of this motion. It was noted that the superintendent of the school district indicated support for the hearing officer's recommendation. Another parent, Susan Brigg, spoke against the recommendation. The Board clarified that the action taken by the Board today simply allows for the issue to go before the impacted community for a vote. The voters will decide the outcome.

2. Direct Math and Direct Writing Assessment Waiver

M/S (Atchley/Edmunds): To approve the request by the Idaho State Department of Education to waive IDAPA 08.02.03.111.07.b for the 2010-2011 school year which requires the State Department of Education to administer the Direct Math and Direct Writing Assessment. Motion carried unanimously.

Board member Lewis expressed concern about not hearing about this issue until it came before the Board for a vote. Ms. Willits explained that an email was sent to the Board about the issue. She indicated that the process includes asking for a waiver and then taking it before the Legislature. She noted that the decision to make this change is budgetary. It is a costly test to grade. In addition the results are not ready in a timely manner so it isn't used to guide instruction. There have been concerns about reliability in scoring as well because they are hand scored.

Ms. Willits reported that SDE will make the test available for the districts to use if they so choose. If districts follow that option it will be up to them to administer and grade the test on their own. Mr. Willits pointed out that as Idaho moves to the next generation of testing, items will be embedded in the ISAT so that you only have to test once. In terms of reaction from the state, it's been about 50-50.

Mr. Lewis reiterated the point that there needs to be a more collaborative effort between SDE and the Board beforehand so that everyone if fully aware of what is going on. Ms. Willits explained that the assessment committee of the Board was only recently appointed and in the future these items will be included on their agenda.

3. Temporary/Proposed Rule Change IDAPA 08.02.02.016 – Rules Governing Uniformity, Idaho Educator Credential

M/S (Atchley/Edmunds): To approve the temporary and proposed rule change to IDAPA 08.02.02.016, Rules Governing Uniformity, Idaho Educator Credential as submitted. Motion carried unanimously.

4. Proposed Rule Change IDAPA 08-02-02-027, Rules Governing Uniformity, Pupil Personnel Services Certificate

M/S (Atchley/Soltman): To approve the proposed rule change to IDAPA 08.02.02.027, Rules Governing Uniformity, Pupil Personnel Services Certificate- School Psychologist Endorsement as submitted. Motion carried unanimously.

5. Temporary/Proposed Rule Change IDAPA 08.02.03.112 – Rules Governing Thoroughness, Accountability

M/S (Atchley/Lewis): To approve the temporary and proposed rule change to IDAPA 08.02.03.112, Rules Governing Thoroughness, Accountability as submitted. Motion carried unanimously.

It was clarified that this rule applies to those district that don't make the 90% target. The definition of "new school" was clarified. The new school must be approved by the AYP Restructuring Committee which is a statewide committee. Board member Lewis encouraged the Department to put some language around the definition so that it is clear what the boundaries are. Ms. Atchley noted that is what the Restructuring Committee is about and that it has had extensive discussion on this issue to ensure schools use the same criteria and definition.

M/S (Atchley/Edmunds): To approve the changes to the Consolidated State Application Accountability Workbook, section 1.2 and 7.1 to include the definition of "new school" and to reflect that schools must either meet the graduation rate target or make sufficient progress toward the target each year. Motion carried unanimously.

6. Item Pulled

7. Appointments to the Professional Standards Commission

M/S (Atchley/Edmunds): To approve Beth Davis as a member of the Professional Standards Commission to complete the remainder of a term of three years representing special education administrators effective July 1, 2010. Motion carried unanimously.

M/S (Atchley/ Soltman): To approve Becky Kiebert as a member of the Professional Standards Commission for a term of three years representing secondary school principals effective July 1, 2010. Motion carried unanimously.

M/S (Atchley/Lewis): To approve Kathy Aiken as a member of the Professional Standards Commission for a term of three years representing public higher education (letters and sciences representation) effective July 1, 2010. Motion carried unanimously.

M/S (Atchley/Soltman): To approve Corinne Mantle-Bromley as a member of the Professional Standards Commission for a term of three years representing public higher education effective July 1, 2010. Motion carried unanimously.

8. University of Phoenix Master of Arts in Education Program Review

M/S (Atchley/Terrell): To accept the State Review Team Report, thereby granting program approval of the Master of Arts in Education (MAED) programs in Elementary Education and Administrative Education at the University of Phoenix. Motion carried unanimously.

9. Northwest Nazarene University Director of Special Education and Related Services Program Review

M/S (Atchley/Terrell): To accept the State Review Team Report, thereby granting program approval of the Director of Special Education and Related Services Certification Program at Northwest Nazarene University. Motion carried unanimously.

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

M/S (Atchley/Edmunds): To approve the request by Wallace School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 117% Motion carried 4-0-1 (Edmunds absent during the vote and Terrell voted Nay).

Substitute M/S (Terrell/): To approve the request by Wallace School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 109%. Motion died for lack of a second.

Board member Terrell expressed concerns about the bus waiver issue and indicated that he intended to argue against all the requests.

Ms. Willits explained that the Legislature did make a change to Idaho Code a few years ago to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

Brad Jensen, the Director of Transportation for the SDE pointed out that the Department had received 19 waiver requests, but the Department determined that only seven have routes that meet the statutory requirements of a hardship bus run that would allow the Board to grant a waiver.

Board member Terrell indicated that he planned to vote against the waiver requests in any case. Board member Soltman reiterated that very specific criteria have been laid out by the Legislature and that Department personnel have investigated and confirmed that the districts have met the criteria. He urged the Board to trust the Department experts on this matter.

<u>11. Request for Waiver of 103% Student Transportation Funding Cap for Garden Valley School District</u>

M/S (Atchley/Soltman): To approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 143%. Motion carried 4-0-1 (Edmunds absent during the vote and Terrell voted Nay).

<u>12. Request for Waiver of 103% Student Transportation Funding Cap for Kellogg School District</u>

M/S (Atchley/Soltman): To approve the request by Kellogg School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 109%. Motion carried unanimously.

<u>13. Request for Waiver of 103% Student Transportation Funding Cap for Orofino School District</u>

M/S (Atchley/Soltman): To approve the request by Orofino School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 103%. Motion carried 5-1 (Terrell voted Nay).

<u>14. Request for Waiver of 103% Student Transportation Funding Cap for St. Maries School District</u>

M/S (Atchley/Soltman): To approve the request by St. Maries School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 104%. Motion carried 5-1 (Terrell voted Nay).

<u>15. Request for Waiver of 103% Student Transportation Funding Cap for Moscow School District</u>

M/S (Atchley/Soltman): To approve the request by Moscow School District for a waiver of

the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 116%. Motion carried unanimously.

16. Request for Waiver of 103% Student Transportation Funding Cap for Horseshoe Bend School District

M/S (Atchley/Soltman): To approve the request by Horseshoe Bend School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 121%. Motion carried unanimously.

17. Transportation – Students Less Than One and One-Half Mile

M/S (Atchley/Soltman): To approve the requests by the one hundred school districts and twelve charter schools for Approval to Transport Students Less than One and One-Half Miles as listed in Attachment 1. Motion carried unanimously.

OTHER

There being no further business a motion to adjourn was entertained.

M/S (Soltman/Terrell): To adjourn at 5:45 p.m. Motion carried unanimously.

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CONSENT AGENDA
AUGUST 12, 2010

TAB	DESCRIPTION	ACTION
1	**BAHR-SECTION I BOISE STATE UNIVERSITY** New Positions	Motion to approve
2	**BAHR-SECTION I IDAHO STATE UNIVERSITY** New Positions	Motion to approve
3	**BAHR-SECTION I UNIVERSITY OF IDAHO** Reactivation of Position	Motion to approve
4	**BAHR-SECTION I EASTERN IDAHO TECHNICAL COLLEGE** New Positions	Motion to approve
5	**PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS**	Motion to approve

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BOISE STATE UNIVERSITY

SUBJECT

New positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University requests approval to:

- Establish one (1) faculty position (1.0 FTE) supported by appropriated funds.
- Establish five (5) professional staff positions (5.0 FTE) supported by local funds, and establish three (3) professional staff positions (3.0 FTE) supported by grant funds.
- Establish one (1) classified staff position (.5 FTE) supported by appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University for ten (10) new positions (9.5 FTE) supported by local, grant and appropriated funds.

Moved by __________ Seconded by __________ Carried Yes____ No____

NEW POSITIONS

Position Title	Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$37,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Geosciences Department
Duties and Responsibilities	Provide instruction for Geoscience courses.
Justification of Position	Ongoing initiative to convert adjunct faculty positions into permanent lecturer positions.

Position Title	Assistant Coach, Swimming
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$23,660
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit and train Division One student-athletes to perform at the highest level possible.
Justification of Position	Additional Assistant Swimming Coach needed to continue to provide and sustain a quality athletic experience for female student-athletes.

Position Title	Assistant Coach, Softball
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$23,660
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit and train Division One student-athletes to perform at the highest level possible.
Justification of Position	Additional Assistant Softball Coach needed to continue to provide and sustain a quality athletic experience for female student-athletes.

Position Title	Assistant Coach, Soccer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$23,660
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit and train Division One student-athletes to perform at the highest level possible.
Justification of Position	Additional Assistant Soccer Coach needed to continue to provide and sustain a quality athletic experience for female student-athletes.

Position Title	Assistant Athletic Trainer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$34,508
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Assist the Boise State Sports Medicine Staff in providing Sports Medicine/Athletic Training Services to the Intercollegiate Athletic Program.
Justification of Position	Additional training staff required to help the University provide opportunities for female student-athletes and to meet Title IX proportionality requirements.

Position Title	Assistant Director, Football Operations
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$40,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Assist the Director of Football Operations and Director of Player Personnel with operations of the football program. Acts as the academic liaison, teamwork coordinator, and community service coordinator.
Justification of Position	Additional staff needed to handle day-to-day administrative needs of the football program.

Position Title	Senior IT Programmer/Analyst
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$64,600
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	Geosciences Department
Duties and Responsibilities	Responsible for oversight of the Data Access Project's implementation of web services, web sites, and other programming tasks and projects.
Justification of Position	Position required to meet the specifications of two new Department of Energy grants that focus on development and implementation of the National Geothermal Data System.

Position Title	Senior Database Analyst/Developer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$86,100
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	Geosciences Department
Duties and Responsibilities	Research and create new and innovative ideas for solving the most complex design and installation problems on large, complex data systems and related software for the Data Access Project.
Justification of Position	Position required to meet the specifications of two new Department of Energy grants that focus on development and implementation of the National Geothermal Data System.

Position Title	Director, STATION
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$65,000
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	Provost's Office
Duties and Responsibilities	Work with principal investigators to implement the Strategic Transformation Aligning Teaching, Immersion, Outreach and Knowledge (STATION) project.
Justification of Position	Position required to meet the specifications of the NSF grant.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	.50 FTE
Term of Appointment	12 Months
Effective Date	8/22/10
Salary Range	$13,666
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	International Learning Office
Duties and Responsibilities	Provide a variety of support functions for program staff and students.
Justification of Position	Reorganization of the International Programs Office resulted in the dissolution of that program and establishment of two separate programs. Support staff is required to handle administrative functions for the International Learning Office.

IDAHO STATE UNIVERSITY

SUBJECT

New positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests approval to:

- Create two (2) new non-classified staff positions (2.0 FTE) supported by state and grant funds;
- Create six (6) new classified staff positions (4.0 FTE) supported by state, local, and grant 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 two (2) new non-classified staff positions (2.0 FTE) and six (6) new classified staff positions (4.0 FTE) supported by state, local and grant funds.

Moved by ___________ Seconded by ___________ Carried Yes_____ No_____

NEW POSITIONS

Position Title	Associate Director for Curriculum and Laboratory Services
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	11 month
Effective Date	August 16, 2010
Salary Range	$65,000.00
Funding Source	Grant Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Energy Systems Technology and Education Center (ESTEC)
Duties and Responsibilities	Responsible for academic quality, design, implementation and evaluation of classroom and laboratory courses with the ESTEC curriculum; develop new course and lab materials; oversee curriculum and instructional design services.
Justification of Position	To provide additional support for new ESTEC programs to be implemented in FY2011 and fulfill requirements of the Department of Labor grant.

Title	Computer Analyst
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	August 16, 2010
Salary Range	$35,562.72
Funding Source	State Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Informatics Research Institute
Duties and Responsibilities	Support, develop, and deploy web-based and stand-alone applications and projects to support research projects for the Informatics Research Institute and NIATEC.
Justification of Position	To provide technical support for several research projects. The duties of this position have been previously filled by temporary, part-time employees.

Position Title	Instruction Assistant
Type of Position	Classified
FTE	.75
Term of Appointment	9 month
Effective Date	August 16, 2010
Salary Range	$21,088.00
Funding Source	State Funds
New or Reallocation	Reallocation
Area/Department of Assignment	College of Technology, Machining Technology
Duties and Responsibilities	Provide safety oversight and instructional/maintenance support for the Machining Technology Lab; monitor student lab activities; insure proper functioning of equipment, including maintenance and repair; assist students with basic lab and machine operation.
Justification of Position	To provide additional support for safety oversight and to monitor student lab activities, due to increased enrollment.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	.75
Term of Appointment	12 month
Effective Date	August 16, 2010
Salary Range	$17,534.25
Funding Source	Grant Funds
New or Reallocation	Reallocation
Area/Department of Assignment	ICEE, College of Education
Duties and Responsibilities	Process invoices from consultants; maintain record of expenses; schedule meetings; data collection, including tracking and filing.
Justification of Position	To provide clerical support for the Idaho Building Capacity Project, which supports numerous public schools and school districts by hiring consultants to provide technical assistance in school improvement.

Position Title	Child Care Provider/Teacher Assistant (4 positions)
Type of Position	Classified
FTE	2.5 (.625 FTE each)
Term of Appointment	9 month
Effective Date	August 16, 2010
Salary Range	$11,180.00
Funding Source	Local Funds
New or Reallocation	Reallocation
Area/Department of Assignment	College of Education, Early Childhood Partnership School
Duties and Responsibilities	Assist classroom teacher in creating an environment for children and ISU students that is developmentally appropriate and exemplifies a constructivist approach to learning.
Justification of Position	To provide additional child care support for the maintenance of daily operations for the school and to ensure compliance with NAEYC accreditation.

UNIVERSITY OF IDAHO

SUBJECT

Reactivation of position

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho requests approval to:

- Reactivate one (1) position (1.0 FTE) supported by appropriated and non-appropriated funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to reactivate one (1) position (1.0 FTE) supported by appropriated and non-appropriated funds.

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

REACTIVATION OF POSITION

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 15, 2010
Salary Range	$88,712.00
Funding Source	Appropriated and Non-Appropriated funds
New or Reallocation	Reactivation of PCN 005783
Area/Department of Assignment	College of Engineering/Idaho Falls/Nuclear Engineering
Duties	Responsible for instruction in the Nuclear Engineering Program
Justification	Due to hiring freeze and reorganization, position was deleted after vacant for 12 months

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT
New positions

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section II.B.3

BACKGROUND/ DISCUSSION
Eastern Idaho Technical College requests approval to:

- Create three (3) new positions (3.0 FTE) supported by grant funds

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

STAFF COMMENTS AND RECOMMENDATIONS
Staff recommends approval.

BOARD ACTION
A motion to approve the request by Eastern Idaho Technical College to create three (3) new positions (3.0 FTE) supported by grant funds.

Moved by __________ Seconded by __________ Carried Yes_____ No_____

NEW POSITIONS

Position Title	Technical Record Specialists (2 positions)
Type of Position	Classified Positions
FTE	2.0 FTE
Term of Employment	1 Year
Effective Date	September 1, 2010
Annual Salary	$28,000 each
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Workforce Training
Duties and Responsibilities	Keep records for the statewide fire service training program.
Justification of Position	This position is needed to perform required work for statewide fire service training.

Position Title	ABE Instructor/Coordinator
Type of Position	Professional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	September 1, 2010
Annual Salary	$36,000
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Adult Basic Education
Duties and Responsibilities	Instructing and coordinating of the Adult Basic Education department
Justification of Position	This position is needed to provide coordination of Adult Basic Education classes in areas outside of Idaho Falls

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, 2010 Board meeting. Since that meeting, Board staff has received eleven (11) permits from Boise State University, five (5) permits from Idaho State University and ten (10) 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 _____

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APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY June 2010 - October 2010

EVENT	LOCATION	DATE (S)
Young Wedding Reception	SUB	6/26/10
Weifert/Sevilla Wedding Reception	Stueckle Sky Center	7/10/10
BMC Senior Mgmt Dinner	Stueckle Sky Center	7/12/10
Toby Keith American Ride Tour	Taco Bell Arena	7/22/10
Meridian HS 30 Year Reunion	Stueckle Sky Center	7/24/10
HP Marketing Professionals Buffet Dinner	Stueckle Sky Center	7/27/10
Library Fundraiser Event	Frank Church Room	7/27/10
Nampa HS 20 Year Reunion	Stueckle Sky Center	8/7/10
CTAI 2010 Conf & Expo/ ID Transp Assoc Conf & Expo	SUB	9/13/10
Cardiology Lecture Series	Stueckle Sky Center	9/16/10
Presidential Alumni Gala	Stueckle Sky Center	10/8/10

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY August 2010 – June 2011

EVENT	LOCATION	DATE (S)
State Board of Education Dinner	Stephen's Performing Arts Center	8/11/10
Dental Hygiene Class of 1980 Reunion	Meridian Health Sciences Center	8/13/10
New Faculty Orientation	Stephen's Performing Arts Center	8/17/10
Batelle Board of Managers Community Reception	CAES	8/25/10
Quinceanera	TSU Ballroom & Lounge	6/25/11

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO June 2010 - December 2010

EVENT	LOCATION	DATE (S)
Idaho ICS Academy Dinner	SUB	6/13/10
Idaho ICS Academy Dinner	Kibbie Spring Turf Field	6/14/10
Larry Brannen Retirement Reception	UI/CDA	6/28/10
EMBA Campus Week Bowling	Zeppoz	8/10/10
College of Law Reception	Boise Centre	8/17/10
Vandalville Social Prior to Home Football Games	UI Commons	9/2, 9/18, 10/23, 11/6, 11/12, 12/4/2010
Moscow Fire Dept Golf Tournament	Bogey's	9/11/10
Phi Gamma Delta Reunion Golf Tournament	Bogey's	9/17/10
Faculty Gathering Mingle	UI Commons	9/17/10
Faculty Gathering Network	UI Commons	12/10/10

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 12, 2010

12	**PROPOSED RULE – COMPREHENSIVE LITERACY ASSESSMENT**	Motion to Approve
13	**PROPOSED RULE – ALTERNATE ROUTE TO GRADUATION**	Motion to Approve
14	**PROPOSED RULE – POSTSECONDARY INSTITUTION/PROPRIETARY SCHOOL REGISTRATION**	Motion to Approve

SUBJECT

Idaho State University (ISU) Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for ISU to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Dr. Art Vailas will provide an overview of ISU's progress in carrying out the institution's Board approved role, mission and strategic plan.

IMPACT

ISU's strategic plan, based on its assigned role and mission from the State Board and supportive of the State Board's own strategic plan, drives the College's integrated planning; programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the State Board of Education, the Division of Financial Management and the Legislative Services Office.

BOARD ACTION

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

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SUBJECT

Presidents' Council Report

BACKGROUND/ DISCUSSION

President Burton Waite, President of Eastern Idaho Technical College and current Chair of the Presidents' Council with give the bi-monthly report for the Presidents' Council.

The Idaho Higher Education Presidents' Council has not met since the last State Board meeting in June. They have had some email communication and their first meeting is scheduled for Tuesday, September 7 in Boise at noon.

One of the items to be discussed at that meeting is the meeting schedule for the upcoming year and exploring the possibility of using video conferencing to reduce travel. If there are some specific topics or issues that the Board would like the council to discuss or work on, please forward those items to President Burton Waite.

BOARD ACTION

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

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SUBJECT

Idaho Public Television (IPTV)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for IPTV to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Peter Morrill, General Manager of the Division of Idaho Public Television, will provide an overview of IPTV's progress in carrying out the agencies strategic plan.

BOARD ACTION

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

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IDAHO DIGITAL LEARNING ACADEMY

SUBJECT

Idaho Digital Learning Academy Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-5501, Idaho Code
Idaho Administrative Code, IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy

BACKGROUND/DISCUSSION

According to IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Academy, an annual report is required to be submitted each year to the State Board of Education. This request is to meet the requirements as outlined in the rule. This report will include Accreditation, Acceptable Use, and an IDLA fee schedule in order to be in compliance with statute and State Board rule. Additional discussion will focus on an update on the IDLA funding committee and an update of the 2009-2010 academic year.

The 2002 Idaho Legislature created the Idaho Digital Learning Academy (IDLA) as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). IDLA is a state virtual school providing Idaho students with greater access to a diverse assortment of courses. This virtual school was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and schools. Rigorous online courses delivered by highly qualified faculty assists the state in preparing Idaho students to meet Idaho's high school graduation requirements, Idaho standards, and the increased demand from colleges and industry.

IMPACT

IDLA served 14,345 enrollments for 2009-2010 which is a 49% increase over last year. 98% of the school districts in the state participated in 2009-2010. The number one reason for taking IDLA courses is scheduling conflicts. Other reasons include course not offered, advanced placement, dual credit, early graduation, foreign languages and credit recovery. IDLA will be capped at 15,000 enrollments for 2010-2011.

ATTACHMENTS

BOARD ACTION

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

2010-2011 IDLA FEES POLICY STATEMENT

FEES FOR IDAHO DIGITAL LEARNING ACADEMY:

There will be two fee schedules for 2010-2011 based upon District completion of the IDLA Online Site Coordinator course. These fees apply to all IDLA courses for all sessions.

All IDLA course fees are paid by the district directly to IDLA. Where appropriate, the district will collect fees from the student. IDLA does not collect fees from students. Districts will be billed for all registered students according to the following schedule:

Date Parameters:	Billing Sent to Districts:	Sessions Covered:
January 1 – March 31 & Past Due	First week of May	Jan, Feb, April, March & Past Due
April 1 – June 30	First week of July	Summer
July 1 – Sept 30 & Past Due	First week of October	Aug, Sept, & Past Due
October 1 – December 31	First week of January	November

DISTRICTS WITH A SITE COORDINATOR WHO HAS SUCCESSFULLY COMPLETED THE IDLA SITE COORDINATOR CLASS:

For one (1) student for a one (1) semester course is $75 for Idaho public school students, with the exception of Advanced Placement (AP) and Dual Credit (DC) classes. There are no IDLA course fees for AP & DC classes (see Other Fees for Advanced Placement/Dual Credit Courses).

DISTRICTS WITH A SITE COORDINATOR WHO HAS NOT COMPLETED THE IDLA SITE COORDINATOR CLASS:

For one (1) student for a one (1) semester course is $100 for Idaho public school students. The Advanced Placement/Dual Credit fee waiver does not apply.

ISAT REMEDIATION:

ISAT Math, ISAT Language Arts, and ISAT Reading will be waived for 2010-2011 upon the district designated Site Coordinator's successful completion of the free IDLA online at-risk training module.

OUT-OF-STATE FEES:

For one (1) student for one (1) semester course is $400 for out-of-state students. The Advanced Placement/Dual Credit fee waiver does not apply.

ADULT LEARNER FEES:

For one (1) student for one (1) semester course is $125 for adult learner students.

OTHER FEES FOR ADVANCED PLACEMENT/DUAL CREDIT COURSES:

Fees to take the Advanced Placement Exam by the College Board and fees for dual credit to receive college credit may apply. Students in Dual Credit Courses are responsible for all university fees. Advanced Placement and Dual Credit courses may require additional textbooks (see below).

SCHOLARSHIPS:

Limited partial scholarships available for 2010-2011 for $50 per course enrollment.

TEXTBOOKS:

IDLA provides online textbooks in the majority of content areas and provides access to Libraries Linking Idaho (LiLI-D). In cases where an online textbook is unavailable, the local school district may be responsible to provide the required text(s) according to school district policy. For example, advanced placement, dual credit, and English courses may require additional textbooks or required readings not available online. The local school district is also responsible to provide access and assistance to library media centers if necessary. Please refer to the IDLA Course Catalog posted at www.IdahoDigitalLearning.org for a list of required textbooks.

CHANGES FOR 2010-2011:

Effective summer 2010 fees for classes will be raised to $75 per class. Scholarships for 2010-2011 remain at $50 per course enrollment.

IDLA ACCEPTABLE USE POLICY

Students should print and review this policy with a parent or guardian to ensure a safe and rewarding experience with IDLA. All students enrolled in any course work of Idaho Digital Learning Academy (IDLA) shall be responsible to comply with all of the policies of their home school district and the policies of IDLA including this Acceptable Use Policy (AUP).

1. The IDLA network is for educational purposes only and includes computers, communication networks, the Internet, and other electronic resources used in the delivery of IDLA courses.

2. All users of IDLA must agree to all of the terms of this AUP prior to being able to access a user account providing access to the IDLA network.

3. Privileges and Rights of IDLA Community Members:

Members of the IDLA community have certain privileges and rights. These include:

A. Safety
   - ***No student or IDLA personnel shall utilize the IDLA network to access any site that includes, but is not limited to pornography, graphic sexual or violent content, or advocates the use of illegal substances.***

   - ***Communication on the IDLA network between students shall respect the privacy of all individuals and shall not contain personal information regarding other persons.***

   - Bullying or harassment of IDLA users shall not be tolerated. No user of the IDLA network shall engage in any communication or entry that shall have the intent of, or results in, the bullying or harassment of other students or employees of IDLA or utilizes profanity or degrading language directed at known persons. Any user who receives, or believes they are subject of, such communications should immediately notify the IDLA online principal.

   - For reasons of privacy and safety, users are prohibited from downloading or uploading photographs of persons other than as may be directly relevant to the required coursework, and any depiction of fellow students or IDLA personnel is expressly prohibited without the written permission of the individual, or permission of that individual's parent or legal guardian if the individual is a minor.

   - Any graphic or digital representation must be presented in an appropriate manner in accordance with the local school district's dress code policy. IDLA reserves the right to determine whether a graphic representation is appropriate and to respond accordingly.

B. Access for all users
   All IDLA users shall be granted access to as many IDLA services as the available

technology and IDLA role will allow. Relevant exploration of the Internet for educational purposes is permissible in IDLA courses within the limitations of compliance with this policy and the acknowledgement that certain sites may be offensive to specific individuals. IDLA will make every effort to ensure that course content will be appropriate to the designated grade-level of that course, regardless of the ages of students enrolled in that course.

C. Intellectual Freedom

- Discussion forums within the IDLA course management system are a free and open forum for expression, including all viewpoints within the role and mission of IDLA. The poster of an opinion should be aware that other community members may be openly critical of such opinions.

- Any statement of personal belief is implicitly understood to be representative of the author's individual point of view, and not that of the IDLA, its administrators, teachers, other staff, or the participating schools. Personal attacks are not an acceptable use of IDLA resources at any time and IDLA instructional staff or administration should be notified. IDLA does not officially endorse any opinions stated on the network.

D. Privacy

In guarding the safety of its students and users, there is no reasonable expectation of privacy in any use of the IDLA network by any user. IDLA is a public educational agency and therefore IDLA personnel, both technology specialists and teaching and/or administrative staff, may periodically access accounts, review emails sent or received, internet sites (including any social networking websites) and chat rooms visited, as well as electronic class discussion materials.

4. The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal

hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

5. Responsibilities of IDLA users

With the rights and privileges of participation in the IDLA community come certain responsibilities. IDLA users need to familiarize themselves with these responsibilities.

A. Using appropriate language

Profanity or obscenity will not be tolerated. All IDLA community members must use language appropriate for school situations. Inappropriate language includes, but is not limited to language that is: defamatory, inaccurate, abusive, rude, sexually explicit, threatening, harassing, or racially offensive;

B. Avoiding offensive or inflammatory speech

IDLA users must respect the rights of others both in IDLA courses and in the Internet at large. Personal attacks are an unacceptable use of the network. If an IDLA user is the victim of a personal attack, they are responsible to bring the incident to the attention of an IDLA teacher or administrator.

C. Copyright adherence

IDLA users must respect all copyright issues regarding software, information, and attributions of authorship. The unauthorized copying or transfer of copyrighted materials may result in the loss of IDLA privileges.

D. Plagiarism

IDLA users must not engage in plagiarism, which is the act of presenting other peoples' ideas, writings, or products (written or electronic) by claiming them to be one's own and not giving credit to these sources. Forms of plagiarism include: submitting work that is not your own, failing to properly cite words and ideas that are not your own, using direct wording from another source (even a cited one) without quotation marks, or slightly re-wording phrases from another source and passing the phrases as your own.

E. Cheating
IDLA users must not engage in cheating, which in its various forms includes, but is not limited to: copying another student's work or allowing your work to be copied; allowing someone other than yourself to submit work in your name; using unauthorized assistance on an assessment; allowing someone other than yourself to take an assessment; inappropriate use of a translator in language classes; submitting the same work for multiple courses; or giving answers to other students.

F. Fabricating Data
IDLA users must not engage in fabricating data when completing assignments that require research and/or collecting data. Forms of fabrication include, but are not limited to: falsifying or manipulating data to achieve a desired result; reporting data for an experiment that was not conducted (dry-labbing); or submitting written work with fabricated or falsified sources.

G. Academic Sabotage
IDLA users must not engage in Academic sabotage, which consists of any act that damages another student's work or grade on purpose.

H. False Information
IDLA users must not lie to an instructor, site coordinator, parent, or principal (such as saying an assignment has been completed when it has not, or lying about your grade).

I. Illegal activities
Illegal activities include tampering with IDLA computer hardware or software, unauthorized entry into computers, knowledgeable vandalism or destruction of computer files, or encouraging the use of illegal materials. Use of the IDLA for any illegal activities is prohibited and will result in legal action.

J. System disruption
Intentional or malicious attempts to degrade or disrupt system performance of the IDLA or any other computer system or network are considered criminal activity under state and federal law. IDLA encourages IDLA users to use best practices to avoid unintentional disruption of system performance.

K. Account responsibility
IDLA users have full responsibility for the use of their account. All violations of this policy traced to an individual account name will be treated as the sole responsibility of the owner of that account.

L. User information
IDLA mandates all users to provide current demographic information which includes but is not limited to full name, mailing address, email address, and phone number.

M. Impersonation

All IDLA users must use their own name in the use of the IDLA network. Impersonation (logging in as another user, or under a false name) is not allowed. (This prohibition does not extend to activities with curricular objectives, such as role-playing within a class discussion, in which users are not attempting to disguise their identities).

N. Anonymity
All IDLA users must use their name on all communication. Anonymity is not allowed. As an educational network, we believe that individuals are responsible for their actions and words;

O. Representation.
When navigating locations on the Internet or using IDLA tools, IDLA users must conduct themselves as representatives of both their respective schools and the IDLA.

P. Email Communication
Email accounts are required to communicate on the IDLA network, and inappropriate email user account names will not be allowed in the system.

6. IDLA assumes no responsibility for Internet access including phone charges, line costs, usage fees, hardware, software, other media, or any other non-specified technology costs associated with a user's connectivity to the Internet or that may be required to access IDLA courses or other instructional resources. IDLA assumes no responsibility for information obtained via the Internet, which may be illegal, defamatory, inaccurate or offensive. IDLA assumes no responsibility for any damages to the user's computer system under any circumstances. The technology requirements of all courses are available on the IDLA website prior to enrollment. Users are solely responsible for acquiring and learning to use all required technology needed to access and complete all online IDLA courses activities.

7. Failure to abide by the IDLA Acceptable Use Policy could result in:
   - Report to the local district of the infraction
   - Immediate removal of the user's access to IDLA instructional computing resources, which could result in their inability to complete learning activities and subsequent course failure.
   - Immediate removal of the user from the course.
   - Involvement of law enforcement agencies and possible legal action.

IDLA reserves the right to make modifications to the document at any time without prior notification.

Northwest Association of Accredited Schools

". . . advancing excellence in education through the process of accreditation."

2009-2010

CERTIFICATE OF ACCREDITATION

Idaho Digital Learning Academy

is an accredited Distance Education for the school year **2009-2010** by the Commission on Schools of the Northwest Association of Accredited Schools with member schools in Alaska, Idaho, Montana, Nevada, Oregon, Utah, Washington, along with other geographical areas of the United States and the world. This school is recognized for promoting and maintaining a well-balanced education program and for meeting or exceeding standards considered essential for quality education.

First Year of Accreditation 2002

The signatures below certify the authenticity of this document.

Stan Baker, President

David G. Steadman, Executive Director

Leonard Paul, Associate Director

SUBJECT

Performing Arts in Education Presentation

BACKGROUND/DISCUSSION

Danny Marona, founder of the Marona Performing Arts Scholarship Fund and chairman of the foundation board for the Southern Idaho Learning Center for youth with learning difficulties will make a short presentation to the Board regarding performing arts in schools and the positive things that are occurring with students. The Danny Marona Performing Arts Scholarship Fund provides scholarships to high school juniors and seniors, and college freshmen and sophomores.

BOARD ACTION

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

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SUBJECT

Doug Sayer – Transforming Education

BACKGROUND/DISCUSSION

Doug Sayer, President and Founder of Premier Technology, a full service engineering, manufacturing and construction management company in Southeast Idaho, will discuss with the Board issues regarding:

1. Transformational change in Idaho higher education.
2. System integration in higher education, and the private sector.

BOARD ACTION

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

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EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Eastern Idaho Technical College (EITC) Advisory Council Appointment

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-2212, and Idaho State Board of Education Governing Polices and Procedures IV.I.

BACKGROUND/ DISCUSSION

Consistent with Idaho Code 33-2212, the State Board for Professional-Technical Education may appoint an Eastern Idaho Technical College (EITC) Advisory Council consisting of not less than twelve (12) or more than fifteen (15) persons. State Board of Education policy states that the EITC Advisory Council consists of the State Division of Professional-Technical Education Administrator and the EITC President as ex-officio members, and other members appointed by the State Board for Professional-Technical Education, each to a term of three years. A council member is eligible for reappointment to consecutive terms. In the event the incumbent is interested in reappointment, the Board may choose to reappoint the incumbent without soliciting other candidates. For an open appointment the EITC Advisory Council is required to advertise the vacancy in regional newspapers. The Advisory Council reviews all applications received and forwards only the most highly qualified applicants, in order of preference, to the Board for consideration.

The EITC Advisory Council requests the State Board of Education appoint Robert Smith to the EITC Advisory Council, bringing the membership to 15.

His term will begin immediately upon State Board of Education approval and continue through December 31, 2013.

IMPACT

Approval will bring the EITC Advisory Council membership to a total of 15.

ATTACHMENTS

Attachment 1 – Application for consideration Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The EITC Advisory Council advertised the vacancy in the regional newspapers. One application was received in response to the solicitation for applications. That applicant, Robert Smith, is being forwarded to the Board for consideration. Board staff recommends approval.

BOARD ACTION

I move to approve the appointment of Robert Smith to the Eastern Idaho Technical College Advisory Council for a term effective immediately and ending December 31, 2013.

Moved by ____________ Seconded by ___________ Carried Yes_____ No_____

June 21, 2010

Jacque Larsen
Eastern Idaho Technical College
1600 S. 25th E.
Idaho Falls, ID 83404
Ph: 524-3000 ext, 3332

The purpose of this letter is to express my interest in serving on the Eastern Idaho Technical College Advisory Council. Attached is a current resume for your consideration. I have lived and worked in eastern Idaho for the past twenty years. For the last nine years I have been employed by the University of Idaho where I currently serve as the Center Executive Officer for the University's Idaho Falls operations and programs. Prior to this time I was employed as a research scientist and manager at the Idaho National Laboratory.

My goal in serving on the Advisory Council is (to the extent possible and appropriate) help EITC provide and effectively deliver programs that meet the needs of the students, industries, and communities of the region and the state. Technical colleges play an important and often underappreciated role in higher education, both by providing vital workforce skill and serving as a place for students who may have faced difficult life-challenges to explore the potential of college education. As a graduate of a two-year community college with both academic and technical programs, I have firsthand experience regarding the difference that institutions such as EITC can make in the lives of its students.

Thank you for your consideration, if you have any questions or need additional information please contact me (smithbob@uidaho.edu; 208 282-7954).

Sincerely,

Robert W. Smith, Ph.D.
Associate Vice-President; University of Idaho
Associate Director; Center for Advanced Energy Studies

Robert W. Smith, Ph.D.

University of Idaho Idaho Falls

University of Idaho – Idaho Falls ● 1776 Science Center Drive, Idaho Falls, ID 8340
(208) 282-7954 (voice) ● (208) 282-7950 (fax)
smithbob@uidaho.edu ● http://www.if.uidaho.edu/faculty/smith.html

EDUCATION

Ph.D. Geosciences, New Mexico Institute of Mining and Technology, Socorro, NM.
M.S. Geochemistry, New Mexico Institute of Mining and Technology, Socorro, NM.
B.S. Geology, Oregon State University, Corvallis, OR.
A.A. Physical Science, Clackamas Community College, Oregon City, OR

SUMMARY

Dr. Robert Smith serves as Associate Vice-President for the University of Idaho and as the campus executive officer for the University's Idaho Falls Campus, a location with a focus on graduate science and engineering research based education. In this role he oversees budgets totaling over $6 million per year (including $3.7 million in extramural funding) as-well-as 18 full-time faculty, 26 part-time affiliate faculty and 27 other staff members. Dr. Smith also serves as a Director for the Center for Advanced Energy Studies[1] (CAES), a partnership between Idaho's research universities and the Department of Energy's (DOE) Idaho National Laboratory[2] (INL). In this role he provides research leadership to the Center and serves as the liaison between CAES and the faculty and administration of the University of Idaho. Dr. Smith is a biogeochemist with over 25 years experience in industry, national laboratories, and academia contributing to and leading multi-institutional interdisciplinary educational, research and engineering projects focused on the field-scale behavior of chemical constituents in subsurface environments. Dr. Smith is a principal investigator in DOE's Environmental Remediation Science Program, the Environmental Management Science Program and a past principal investigator in the Natural and Accelerated Bioremediation Research Program. He has authored or co-authored over 30 reviewed papers, organized and served as editor for the "Scientific Basis for Nuclear Waste Management XXIII" symposium, and given over 80 presentations at scientific meetings.

EMPLOYMENT HISTORY

<u>Associate Vice-President, Idaho Falls Center for Higher Education, 2005 to present</u>
(University of Idaho – Idaho Falls, Idaho) Serves as chief executive officer for the Idaho Falls Center of the University of Idaho. Provides oversight and leadership of all center activities.

[1] The Center for Advanced Energy Studies is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University, Idaho State University, the University of Idaho, and the federal government through the Department of Energy and its Idaho National Laboratory, which is managed by the private entity Battelle Energy Alliance. Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

[2] The Idaho National Laboratory (INL) was formerly known as the Idaho National Engineering Laboratory (INEL) and the Idaho National Engineering and Environmental Laboratory (INEEL).

Ensures, in consultation with the Academic Deans, the effective delivery of educational programs. Serves as PI on the Idaho National Laboratory (INL) Educational Contract ($1.7 million per year) and work closely with the INL to enhance research and education collaborations between the INL and UI. Serves, under the direction of the University President, as the senior representative of the University of Idaho to regional stakeholders and constituents.

Associate Director for Research, Center for Advanced Energy Studies, 2005 to present *(University of Idaho – Idaho Falls, Idaho)* Serves as University of Idaho member of the senior leadership team for, a strategic partnership between the three Idaho academic research universities and the Idaho National Laboratory housed in a recently completed 55,000 square foot laboratory and office building. Provides leadership for the partnership including strategic planning, establishing collaborative business practices, defining research thrust areas, and allocating discretionary resources. Interacts with and prepares materials for the Idaho State Board of Education and the Idaho State Legislature to secure funding for new CAES faculty positions; oversees and coordinates the hiring of these faculty members. Coordinates University of Idaho participation in the partnership.

Distinguished Professor of Subsurface Science, 2001 to present (*Department of Biological and Agricultural Engineering, University of Idaho – Idaho Falls, Idaho Falls, Idaho)* Conducts basic and applied interdisciplinary research focused on physical and biological processes influencing behavior of chemical constituents in the earth's subsurface. Provides graduate education through extramurally funded research and teaching activities.

Department Manager, 2000 to 2001 *(Geosciences Research Department, Idaho National Laboratory, Idaho Falls, Idaho)* Supervised and mentored a research staff of 28 earth scientists and engineers. Defined and managed the technical objectives of major initiatives. Developed new research capabilities such as the geotechnical centrifuge laboratory for U.S. Department of Energy (DOE) and other customers.

Adjunct Faculty Member, 1990 – Present *(Department of Geology, Idaho State University, Pocatello, Idaho)* Serves as advisor and committee member for numerous graduate students conducting research on a variety environmental topic. Conducts guest lectures for numerous classes.

Consulting Scientist and Geomicrobiology Group Leader, 1995 – 2000; Advisory Scientist, 1994 – 1995; Scientific Specialist, 1990 – 1994 *(Biotechnologies Department, Idaho National Laboratory, Idaho Falls, Idaho)* Served as principal investigator for numerous multi-institutional interdisciplinary DOE Office of Science funded peer reviewed biogeochemistry research projects. Transitioned laboratory-scale investigations of the processes controlling subsurface retention and degradation of co-contaminant mixtures to integrated field-scale understanding of the fate and mobility of mixed waste. Provided extensive programmatic support and served as a technical advisor to select programs for DOE's Office Biological and Environmental Research.

Research Scientist, 1987 – 1990 *(Environmental Sciences Department, Battelle, Pacific Northwest Laboratories, Richland, Washington)*

Staff Scientist, 1985 – 1987 (*Engineering and Design Department, Basalt Waste Isolation Project, Rockwell Hanford Operations and Westinghouse Hanford Company, Richland, Washington)*

Senior Research Geologist, 1982 – 1985 *(St. Joe Minerals Corp., Viburnum, Missouri)*

UNIVERSITY GRANTS AND CONTRACTS

$6,945,877	INL Employee Education Program, INL, 10/2005 – 9/2009 (renewed annually).
$495,155	CAES Associate Director, INL, 8/2006 – 9/2009 (renewed annually).
$160,712	Subsurface Immobilization of Metal Contaminants by Amendment-Driven Mineral Precipitation Basic Processes and Parameters, INL:DOE-ERSP 3/2009 – 2/2012.
$427,000	Field Investigations of Microbially Facilitated Calcite Precipitation for Immobilization of Strontium-90 and Other Trace Metals in the Subsurface, DOEERSP, 6/2007-5/2010.
$342,804	Big Sky Regional Carbon Sequestration Partnership, DOE-FE, 9/2003 – 8/2008.
$350,000	Co-Precipitation of Trace Metals in Groundwater and Vadose Zone Calcite: In Situ Containment and Stabilization of Strontium-90 and Other Divalent Metals and Radionuclides at Arid Western DOE Sites, DOE-EMSP, 9/2002 – 9/2005.
$220,000	Coupled Flow and Reactivity in the Variably Saturated Porous Media Sponsor, DOE-EMSP, 5/2003 – 5/2005.
$592,918	Vadose Zone Science and Technology Educational Outreach Contract, INL, 10/2001 – 9/2004.
$43,500	Numerical Modeling of Microbially Mediated Calcite Precipitation and Trace Metal Uptake, INL:DOE-EMSP, 12/2002 – 4/30/2003.
$10,000	Set-up Actidyn System 2-meter Centrifuge, INL, 10/2001 – 9/2002.

PROFESSIONAL AFFILIATIONS

American Chemical Society
American Geophysical Union
American Nuclear Society
Geochemical Society
Material Research Society

AWARDS

Jun 2007: National Coal Council “Thanks for Contributions to the NCC report: Technologies to Reduce or Capture and Store Carbon Dioxide Emissions”

Oct 2002: Idaho National Engineering and Environmental Laboratory Award for contributions to the establishment of the Geocentrifuge Research Laboratory

Dec 2000: Performance Plus Award for Outstanding leadership in the development and implementation of the INEEL Subsurface Science Initiative.

Jun 1999: Lockheed Martin Corporations NOVA Award for technical excellence for pioneering scientific research, which has advance the understanding of contaminant movement in subsurface environments and the field of biogeochemistry. Read into the Congressional Record by Senator Mike Crapo, June 28, 1999 (vol. 145, no. 93, p. S7752).

Jun 1999: Lockheed Martin Award for Excellence for technical excellence in biogeochemistry research and basic research on vadose zone processes.

May 1999: Lockheed Martin Top Performance Award for outstanding contributions during 1998.

Apr 1999: Lockheed Martin Excellence Award for outstanding contribution to vadose zone initiative team.

Dec 1998: Lockheed Martin Excellence Award for receipt of DOE-OBER NABIR Program research funding for FY99-01 for the study of basic biogeochemistry.

May 1998: Lockheed Martin Top Performance Award for outstanding contributions during 1997.

Nov 1997: Lockheed Martin Award for Excellence for exceptional quality performance and achievement for outstanding accomplishments in the transfer of basic research results to the cleanup of the Test Area North groundwater plume.

Oct 1996: Lockheed Martin Award for Excellence for exceptional quality performance and achievement for outstanding scientific research.

Jan 1993: Certificate of Appreciation for sustained outstanding contributions in geochemistry and program management in support of the DOE Subsurface Science Program, 1991-93 from William Happer, Director, Office of Energy Research, U.S. Department of Energy.

Jun 1985: New Mexico Institute of Mining and Technology's Founders Award for significant contribution to the Institute through exemplary scholarship and research.

Oct 1978 to May 1982: New Mexico Mining and Mineral Research Fellowship. Nominated to Who's Who Among Students in American Universities and Colleges 1977-78, 1979-80, and 1980-81.

PUBLICATIONS

Baker LL, DG Strawn, and RW Smith (2010) Cation Exchange on Vadose Zone Research Park Subsurface Sediment, Idaho National Laboratory. *Vadose Zone Journal* **5**:in press.

Barkouki TH, B Martinez, B Mortensen, TS Weathers, J DeJong, N Spycher, TR Ginn, Y Fujita, and RW Smith (2009) Forward and inverse biogeochemical modeling of microbially induced precipitation in 0.5m columnar experiments. *TOUGH Symposium 2009* (Berkeley, CA; September 14-16, 2009) (G Moridis, C Doughty, E Sonnenthal, and C Valladao, Organizers) Lawrence Berkeley National Laboratory, Berkeley, CA. 8 p.

Fujita Y, RW Smith, and JL Taylor (2009) In Situ Calcite Precipitation for Contaminant Immobilization. in *In Situ and On-Site Bioremediation—2009. Tenth International In Situ and On-Site Bioremediation Symposium* (Baltimore, MD; May 5–8, 2009) (GB Wickramanayake and HV Rectanus, Chairs). Battelle Memorial Institute, Columbus, OH. www.battelle.org/biosymp (ISBN 978-0-9819730-1-2) A-05.

Spycher N, G Zhang, S Sengor, M Issarangkun, T Barkouki, T Ginn, Y Wu, RW Smith, S. Hubbard, Y Fujita, R Sani, B Peyton (2009) Application of TOUGHREACT V2.0 to Environmental Systems. *TOUGH Symposium 2009* (Berkeley, CA; September 14-16, 2009) (G Moridis, C Doughty, E Sonnenthal, and C Valladao, Organizers) Lawrence Berkeley National Laboratory, Berkeley, CA. 8 p.

Fujita Y, JL Taylor, TLT Gresham, ME Delwiche, FS Colwell, TL McLing, LM Petzke, and RW Smith (2008) Stimulation of Microbial Urea Hydrolysis in Groundwater to Enhance Calcite Precipitation. *Environmental Science & Technology*, **42**:3025-3032.

Mattson ED, KE Baker, CD Palmer, CR Breckenridge, JM Svoboda, and RW Smith (2006)A Flexible Water Content Probe for Unsaturated Soil Column Experiments. *Vadose Zone Journal* **5**:805-808.

Colwell F S, RW Smith, FG Ferris, A Reysenbach, Y Fujita, TL Tyler, JL Taylor, A Banta, ME Delwiche, TL McLing, and ME Watwood (2005) Microbially Mediated Subsurface Calcite Precipitation for Removal of Hazardous Divalent Cations: Microbial Activity, Molecular Biology, and Modeling. in *Subsurface Contamination Remediation: Accomplishments of the Environmental Management Science Program* (Berkey E, and T Zachry, eds.) American Chemical Society Symposium Series 904; American Chemical Society: Washington, DC, pp 117-137.

Ferris FG, V Phoenix, Y Fujita, and RW Smith (2004) Kinetics of Calcite Precipitation Induced by Ureolytic Bacteria at 10 to 20 °C in Artificial Groundwater. *Geochimica et Cosmochimica Acta* **68**:1701-1710.

Fujita Y, GD Redden, JC Ingram, MM Cortez, FG Ferris, and RW Smith (2004) Strontium Incorporation into Calcite Generated by Bacterial Ureolysis. *Geochimica et Cosmochimica Acta* **68**:3261-3270.

Logue BA, RW Smith, and JC Westall (2004) Role of Surface Alteration in Determining the Mobility of U(VI) in the Presence of Citrate: Implications for Extraction of U(VI) From Soils. *Environmental Science & Technology* **38**:3752-3759.

Logue BA, RW Smith and JC Westall (2004) U(VI) Adsorption on Natural Iron-Coated Sands: Comparison of Approaches for Modeling Adsorption on Heterogeneous Environmental Materials. *Applied Geochemistry* **19**:1937-1951.

Smith RW, TL McLing, W Barrash, WP Clement, and NP Erickson (2004) Geologic Sequestration of CO_2: A Uniform Strategy for Assessing Mineralization Trapping Potential Across Rock Types. *3rd Annual Carbon Capture and Sequestration Proceedings; ExchangeMonitor Publications*, Washington DC; WWWcarbonsq.com #197, 6pp.

Ferris JR, CD Palmer, and RW Smith (2002) A Multiple Tracer Approach for Predicting Contaminant Transport in a Geochemically Heterogeneous Subsurface Environment. in *Bridging the Gap Between Measurement and Modeling in Heterogeneous Media, Proceedings of the Groundwater Symposium 2002* (Findikakis AN, ed.) International Association of Hydraulic Engineering and Research, pp. 266-270.

Smith RW, SJ Payne, and DL Miller (2002) INEEL Environmental Geocentrifuge Facility Developments. in *Physical Modelling in Geotechnics: ICPMG '02* (Phillips R, PJ Guo, and R Popescu, eds),. A.A. Balkema Publishers, Lisse, The Netherlands, pp. 55-58.

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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.
August 2009	Board approved Chief Executive Officers Employment Agreements
June 2010	Board approved annual compensation for its chief executive officers and directed staff to prepare employment agreements.

BACKGROUND/DISCUSSION

The Board approved three year contracts for the four year institution presidents at the August 2009 Board meeting. In May of 2010 the Board completed performance evaluations for the chief executive officers of the University of Idaho, Boise State University, Idaho State University, Eastern Idaho Technical College and the Office of the State Board of Education. Following those evaluations Board staff was directed to extend each of the contracts and appointment letters for one additional year. Presidential contracts/appointment letters run on the state fiscal year for payroll.

BOARD ACTION

I move to approve the employment agreements for Boise State University President, Dr. Robert Kustra, University of Idaho President, Dr. Duane Nellis, Idaho State University President, Dr. Art Vailas, Eastern Idaho Technical College President, Mr. Burton Waite, and the State Board of Education Executive Director, Dr. Mike Rush in the forms provided to the Board and to authorize the Board President to sign on behalf of the Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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THE COLLEGE OF WESTERN IDAHO

SUBJECT
Idaho Collegiate Plate Program

APPLICABLE STATUTE, RULE, OR POLICY
Section 49-418A, Idaho Code

BACKGROUND/DISCUSSION
The College of Western Idaho would like to participate in the Idaho Collegiate Plate Program. The program will provide an avenue for the students, employees and general public to support the college. Section 49-418A(4)(b), Idaho Code outlines the format of all special college and university plates and requires that any plates for public colleges and university by approved by the State Board of Education and Board of regents of the University of Idaho.

IMPACT
The program will provide funds to support student scholarships for Idaho Residents.

ATTACHMENTS
Attachment 1 – Mock up of proposed license plate	Page 3
Attachment 2 – Section 49-418A, Idaho Code	Page 4

STAFF COMMENTS AND RECOMMENDATIONS
The plate as submitted is in compliance with requirements outlined in Section 49-418A, Idaho Code. Staff recommends approval.

BOARD ACTION
A motion to approve the request by the College of Western Idaho to participate in the Idaho Collegiate Plate program and to approve the design as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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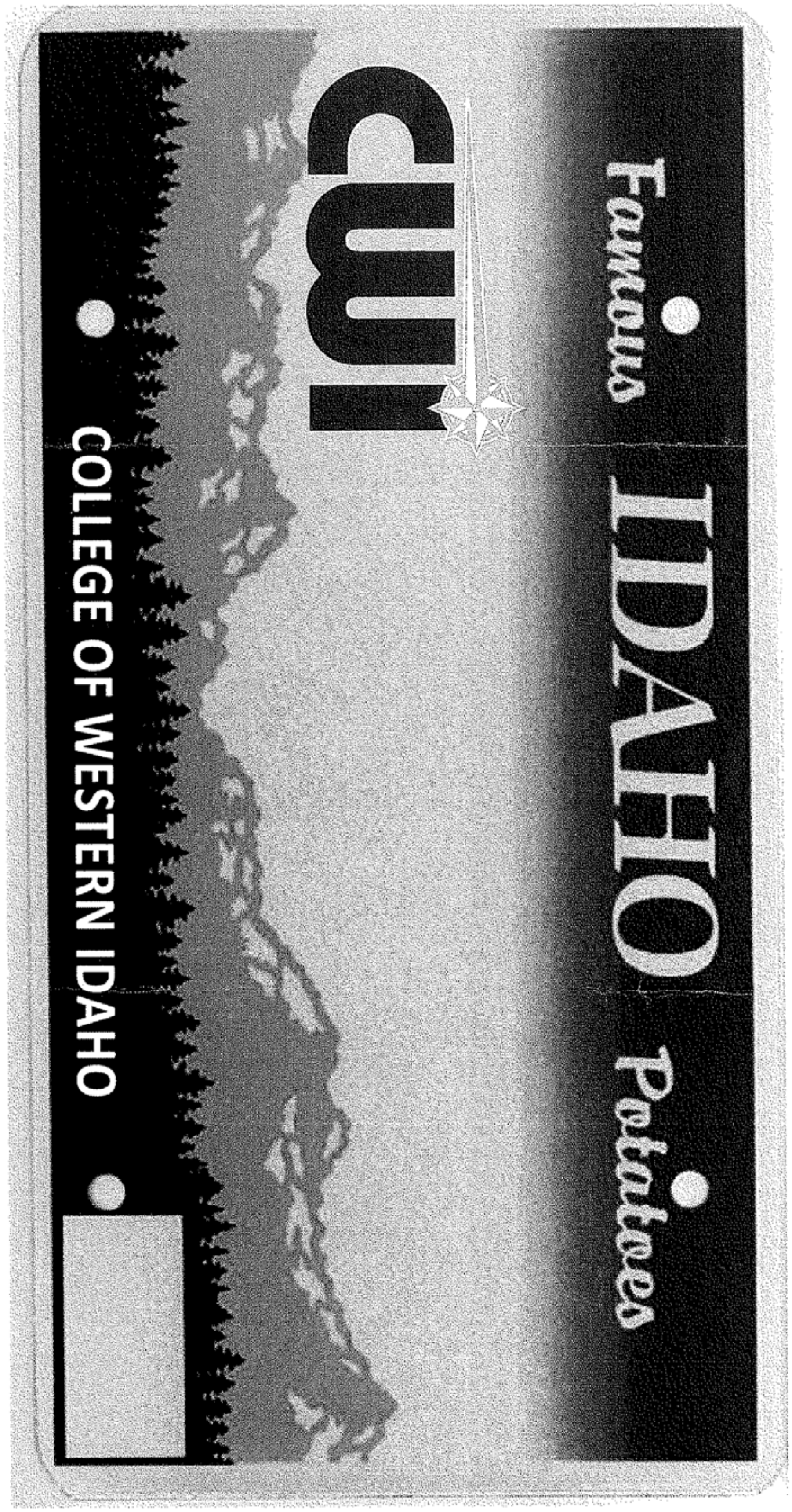
Famous IDAHO Potatoes
CWI
COLLEGE OF WESTERN IDAHO

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SUBJECT

State Completion Goal

REFERENCE

May 19, 2010	Board directed staff to develop an appropriate postsecondary completion goal for Idaho.

BACKGROUND/DISCUSSION

At the May 2010 State Board of Education retreat, Board members directed staff to do the necessary research to develop a statewide completion goal for Idaho. In June 2010, Idaho's working group traveled to Nashville for the Complete College America (CCA) inaugural meeting.

In the SBOE 2011-2015 Strategic Plan, Goal 1: A Well Educated Citizenry, Objective A: Access is: Set Policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system. Idaho's participation in the CCA's efforts supports this goal. Additionally, the CCA has set the goal that six out of ten of the nation's young adults (ages 25-34) – those who are the engine of future economic growth - have a college degree or certificate by 2020. CCA set this goal on the basis that by the end of the next decade, six out of ten jobs will require a college education.

Currently, only 34% of Idahoans between the ages of 25-34 have a college degree. Current, annual degree and certificates (one year or greater) awarded are 11,925. In order for 60% of Idahoans to have a college degree or certificate, Idaho public institutions will need to produce 37,557 more degrees and certificates in the next ten years (see attachment). Not only must Idaho increase completion rates overall, we must place extra efforts on closing attainment gaps for underrepresented students.

ATTACHMENTS

Attachment 1 – Degree/Certificate Production & Additional Annual Awards	Page 3
Attachment 2 – Common Completion Metrics	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The completion goal set by the Board should be a single, easy-to-understand number to be achieved by a specific date. Staff recommends that the Board adopt the goal that 60% of young Idahoans (ages 25-34) have a college degree or certificate by 2020. This goal supports the Board's Strategic Plan, aligns with the CCA goals and efforts, and could also easily align with the Governor's Project 60 theme.

Additionally, staff recommends the Board also adopt common completion metrics (see attachment) for the public postsecondary institutions. Adopting common completion metrics will aid the Board in understanding how students, colleges, and the state are doing on college completion, will allow for the Board and colleges to identify specific challenges and opportunities for improvement, and most importantly establishes a fair baseline to show progress over time and providing for accountability.

BOARD ACTION

I move to approve the State of Idaho's College Completion Goal be for 60% of young Idahoans (ages 25-34) to have a college degree or certificate by 2020, and to have the Board staff and institutions develop a final recommendation set of College Completion metrics for the October 2010 Board meeting.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

2008 Degree/Certificate Production & Additional Award Annually

Public Institutions	Associate	Bachelor's	Certificates 1-2 yrs	2008 Total awards	Institution's % of Total Awards	Undergraduate Fall 2008 Enrollment
Boise State University		1,840		1,840	25.2%	17,574
University of Idaho		1,782		1,782	24.4%	9,241
Idaho State University	307	1,045	78	1,430	19.6%	10,574
College of Southern Idaho	667			667	9.1%	7,542
Lewis-Clark State College	124	387	9	520	7.1%	3,940
North Idaho College	397		129	526	7.2%	4,323
College of Western Idaho*	296		131	427	5.8%	**
Eastern Idaho Technical College	71		43	114	1.6%	768
Total Awards (2008)	1,862	5,054	390	7,306		

* Certificates and associate degrees awarded by Boise State University in 2008 have been attributed to the College of Western Idaho for projecting future growth.

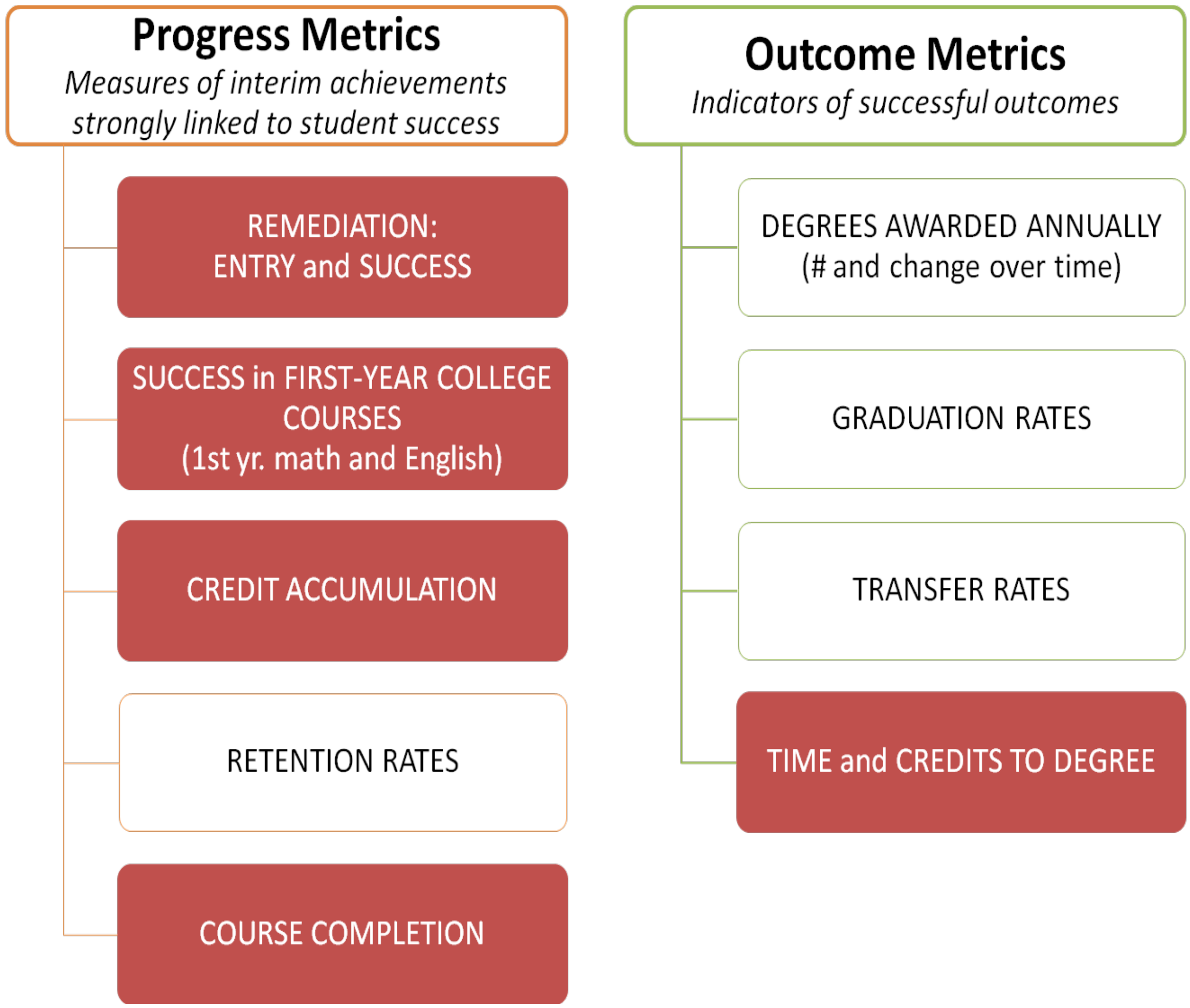
** No Enrollment data not available for Fall 2008

Additional **awards annually by institution to meet 60% goal:[1]**

Institution	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	TOTAL 2010-20
Boise State University	143	287	430	573	717	860	1,003	1,146	1,290	1,433	1,576	9,458
University of Idaho	139	278	416	555	694	833	971	1,110	1,249	1,388	1,527	9,160
Idaho State University	111	223	334	445	557	668	780	891	1,002	1,114	1,225	7,350
College of Southern Idaho	52	104	156	208	260	312	364	416	468	519	571	3,430
North Idaho College	40	81	121	162	202	243	283	324	364	405	445	2,670
Lewis-Clark State College	41	82	123	164	205	246	287	328	369	410	451	2,706
College of Western Idaho*	33	67	100	133	166	200	233	266	299	333	366	2,196
Eastern Idaho Technical College	9	18	27	36	44	53	62	71	80	89	98	587
Total Additional Annual Awards	568	1,140	1,707	2,276	2,845	3,415	3,983	4,552	5,121	5,691	6,259	37,557

1] Assuming current distribution of awards by institution stays constant through 2020.
* Certificates and associate degrees awarded by Boise State University in 2008 have been attributed to the College of Western Idaho for projecting future growth.

TAB 10 Page 3


Progress Metrics
Measures of interim achievements strongly linked to student success
REMEDIATION: ENTRY and SUCCESS
SUCCESS in FIRST-YEAR COLLEGE COURSES (1st yr. math and English)
CREDIT ACCUMULATION
RETENTION RATES
COURSE COMPLETION
Outcome Metrics
Indicators of successful outcomes
DEGREES AWARDED ANNUALLY (# and change over time)
GRADUATION RATES
TRANSFER RATES
TIME and CREDITS TO DEGREE

Progress Metrics

Remediation Entry and Success: Number and percentage of entering first-time degree or certificate-seeking students who enroll in and complete courses in remedial math, English, or both math and English.

Success in First-Year College Courses: Annual number and percentage of entering first-time degree or certificate-seeking students who complete a college-level math and English course within the first two consecutive academic years.

Credit Accumulation: Number and percentage of first-time undergraduate students who complete 24 hours (for full-time students) or 12 credit hours (for part-time students) within their first academic year.

Retention Rates: Number and percentage of entering undergraduate students who enroll consecutively from fall-to-spring and fall-to-fall at an institution of higher education.

Course Completion: Percentage of credit hours completed out of those attempted during an academic year, averaged across all undergraduate students.

Outcome Metrics

Degrees Awarded Annually: Annual number of certificates (of at least one year in normal full-time program length), associate degrees, and bachelor's degrees awarded, by institution and total for the state.

Graduation Rates: Number and percentage of undergraduate students who graduate within 100%, 150%, and 200% of normal program time.

Transfer Rates: Annual number and percentage of students who transfer from a two-year campus to a four-year campus.

Time and Credits to Degree: Average length of time in years, and average number of credits, that graduating students took to earn an associate degree, a bachelor's degree, or a certificate.

SUBJECT

Proposed Institutional Peers

BACKGROUND/DISCUSSION

The Board last approved institutional peers based on a study by MGT in 2003. MGT identified 17 variables for use in validating peer selection (see attachment). Through work with the institutions, MGT identified thirteen peers and three aspirational peers for BSU, ISU, UI, and LCSC; since that time much has changed with the institutions as well as the Carnegie Classification. In 2008, staff requested that institutions identify and propose a set of thirteen peers and three aspirational peers using the set of variables from the MGT study. Staff determined that for some of the institutions, many of the peers proposed were more aligned with aspirational peers than actual peers. In early 2009, the Board staff contracted with the National Center for Higher Education Management Systems (NCHEMS) to provide a proposed list of peers using the MGT variables. Staff then provided institutions with a matrix that listed MGT proposed peers, institutionally proposed peers, and NCHEMS proposed peers, and requested the institutions identify which peers from those groups they believed to be the most appropriate set of peers.

Historically peers have been used for faculty salaries, tuition & fees, and on a limited basis for various types of performance reporting. Over the years, institutions have either used the Board approved peers or deviated from that list dependent upon what they were using peers for. With the most recent emphasis on strategic planning and performance reporting, there has been a renewed interest in institutional performance and the use of peers for benchmarking and comparisons.

There are four different types of peer groups. There are peers, which are those that share a similar role, scope or mission, and while similar they are not identical. There are aspirational peers which are dissimilar but reflect a set of desired characteristics. There are competitor peers, which compete for students, faculty and or financial resources. There are also predetermined peers, which consist of natural peers (highly visible institutions), traditional (those with historical relationships), jurisdictional (share the same political or legal jurisdiction), and classification-based (grouping used for national or regional reporting such as Carnegie Classification or athletic conference).

IMPACT

The use of a prescribed set of peers provides the Board with the ability to assess institutional performance compared to a set of institutions over time.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Selecting peers that represent "best in class" can help to drive performance improvements. Those are the peers that have been identified for approval. Staff believes, however, that comparisons for tuition and fees, faculty salaries, and other fiscal comparisons need to reflect regional characteristics. Various regions of the country respond differently in terms of economic activity (the speed and depth of downturns and the speed and intensity of upturns), taxation practices, and state funding.

Staff recommends Board approve the set of peers proposed by the institutions for purposes of instructional and institutional improvement. For tuition and fees, faculty salaries and other financial and fiscal comparisons, staff will work to establish a set of comparison groups with regional limitations and a weighting of the variables. These groups could be indentified on an adhoc basis as the specific situations requires.

BOARD ACTION

A motion to approve the list of thirteen peers and three aspirational peers proposed by BSU, ISU, UI, LCSC, and EITC for use in instructional and institutional performance.

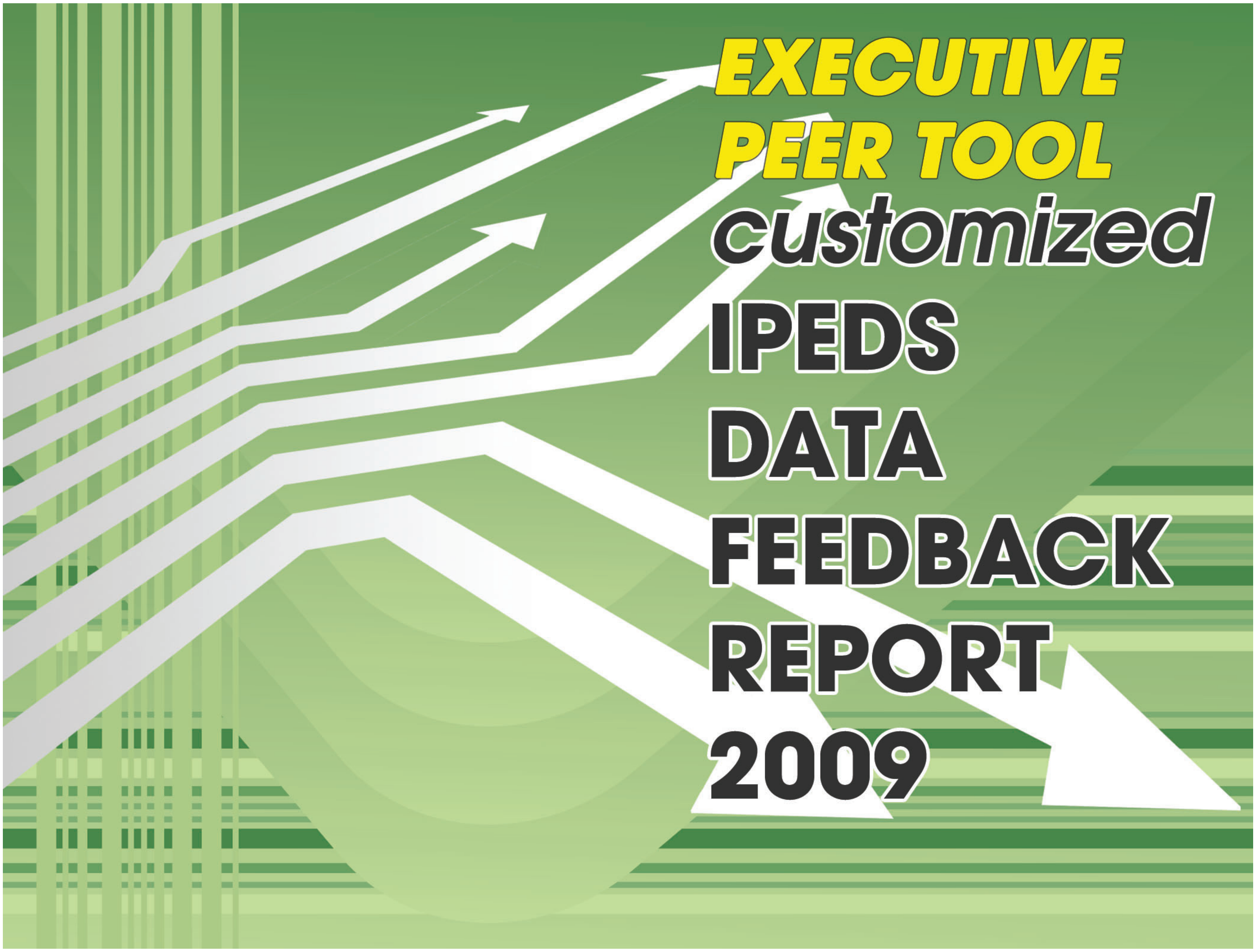
Moved by __________ Seconded by __________ Carried Yes _____ No _____

Boise State University Proposed Peers	Idaho State University Proposed Peers	University of Idaho Proposed Peers	Lewis-Clark State College Proposed Peers	Eastern Idaho Technical College Proposed Peers
California State University-Fresno	Kent State University	Clemson University	Black Hills State University	Brunswick Community College
Cleveland State University	Montana State University	Colorado State University	Bluefield State College	Clarendon College
Georgia State University	North Dakota State University	Kansas State University	Dickinson State University	Eastern Wyoming College
Indiana University-Purdue University-Indianapolis	Northern Arizona University	Montana State University	Indiana University-East	Itasca Community College
Portland State University	Northern Illinois University	New Mexico State University - Main Campus	Kentucky State University	James Sprunt Community College
San Francisco State University	South Dakota State University	North Dakota State University-Main Campus	Mesa State College	Jefferson Davis Community College
University of Akron Main Campus	University of Montana	Oregon State University	Missouri Southern State University	Lake Area Technical Institute
University of Massachusetts-Boston	University of Nevada - Reno	University of Arkansas-Main Campus	Missouri Western State University	McDowell Technical Community College
University of Memphis	University of North Dakota	University of Nebraska-Lincoln	Montana State University-Northern	North Florida Community College
University of Missouri-Kansas City	University of Oregon	University of New Hampshire-Main Campus	Purdue University-North Central Campus	Ozarka College
University of Nebraska at Omaha	University of South Dakota	University of Wyoming	Shawnee State University	Rich Mountain Community College
University of New Orleans	University of Wyoming	Utah State University	Southern Arkansas University Main Campus	Tri-County Community College
University of Texas at San Antonio	Wichita State University	Washington State University	University of Minnesota-Crookston	Western Dakota Technical Institute
Aspirational Peers	**Aspirational Peers**	**Aspirational Peers**	**Aspirational Peers**	**Aspirational Peers**
George Mason University	New Mexico State University	Iowa State University	Lake Superior State University	None chosen at this time
University of Nevada Las Vegas	Utah State University	Michigan State University	University of Maine at Farmington	
University of Wisconsin-Milwaukee	Oregon State University	Virginia Polytechnic Institute and State University	West Liberty State College	

VARIABLES/CRITERIA FOR USE IN VALIDATING PEERS

1. Public Control
2. Carnegie Classification
3. Number of headcount students by level and part-time or full-time status
4. Percent part-time and percent full-time students
5. Location in urban/rural/suburban area
6. Number of full-time equivalent students
7. Number of degrees awarded
8. Number of associates degrees awarded
9. Number of bachelor's degrees awarded
10. Number of master's degrees awarded
11. Number of doctoral degrees awarded
12. Number of first professional degrees awarded
13. Degrees awarded by field and percent degrees awarded by field
14. Total sponsored research expenditures
15. Land grant status
16. Discipline mix and number of disciplines
17. Number of staff by category

NATIONAL CENTER FOR EDUCATION STATISTICS



Boise State University
Boise, ID

IPEDS

The Integrated Postsecondary Education Data System (IPEDS) is the nation's core postsecondary education data collection program. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see http://nces.ed.gov/ipeds.

DEPARTMENT OF EDUCATION UNITED STATES OF AMERICA

IPEDS DATA FEEDBACK REPORT

October, 2009

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual ***IPEDS Data Feedback Report***. The report compares data provided by your institution in 2008-09 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at http://nces.ed.gov/ipeds/datacenter/. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in PDF format. In addition, there are a number of extra figures available in the ExPT that are not included in your original report.

Thank you for supporting IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. If you have any comments on how we can improve the Data Feedback Report or the ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,

Elise S. Miller

Elise S. Miller
IPEDS Program Director

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from nearly 6,700 institutions across the United States whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (http://collegenavigator.ed.gov), to aid in the college search process. For more information about IPEDS, see http://nces.ed.gov/ipeds.

What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2008-09 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the Methodological Notes for more information.

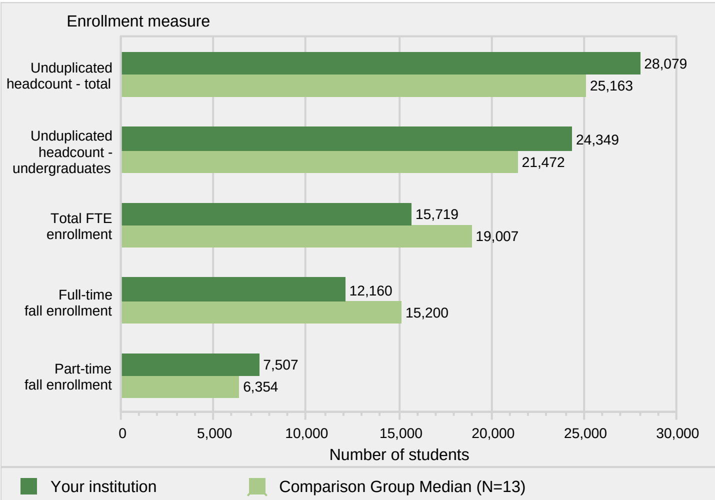
How Can I Use This Report?

Upon receiving your Data Feedback Report (DFR), we strongly encourage you to discuss its contents with your institution's IPEDS keyholder, or other institutional research professionals. Keyholders, appointed by institutional executives, coordinate the institution's IPEDS data submission, frequently working with colleagues across the institution to ensure timely and accurate reporting. Your keyholder can answer questions about how IPEDS data are submitted, how individual indicators are defined, and how to interpret differences between your institution and the group to which it was compared. She or he can also assist you in identifying more appropriate comparison groups, if needed. After discussing the DFR with your keyholder, we encourage you to share it with your campus leadership team. With their assistance, other ways to make use of the DFR can be considered, including how to appropriately incorporate the DFR into existing strategic planning efforts and whether to share parts of the DFR with on- and off-campus stakeholders, including students, staff, faculty, governance board members, community leaders, media, and state and local officials. We are committed to ensuring the DFR is useful to campus executives. If after working with the DFR you have suggestions for future improvements, please send them to ipedsdatafeedback@ed.gov.

Where Can I Do More with IPEDS Data?

The Executive Peer Tool (ExPT), available through the IPEDS Data Center (http://nces.ed.gov/ipeds/datacenter), is designed to provide campus executives easy access to institutional and comparison group data. Using the ExPT, you can produce reports using different comparison groups and access a wider range of IPEDS variables.

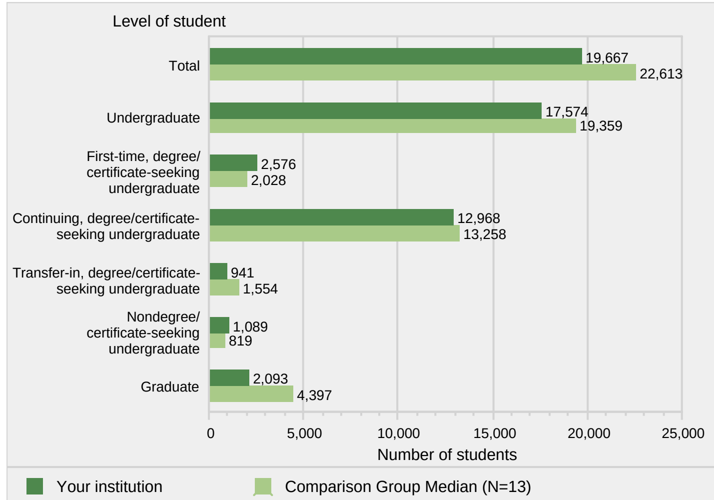
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2007-08), and full- and part-time fall enrollment (Fall 2008)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Fall Enrollment component.

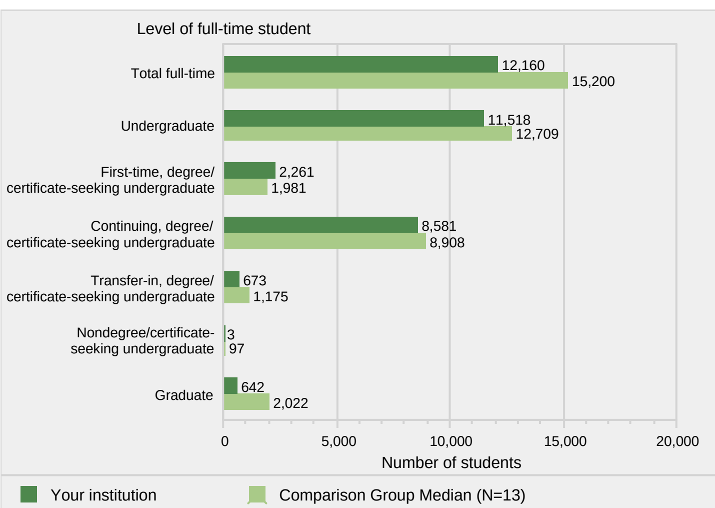
Figure 2. Enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

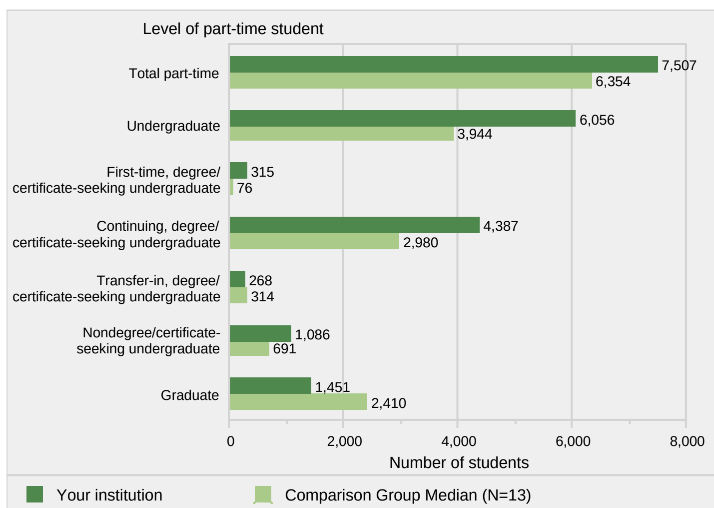
Figure 3. Full-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

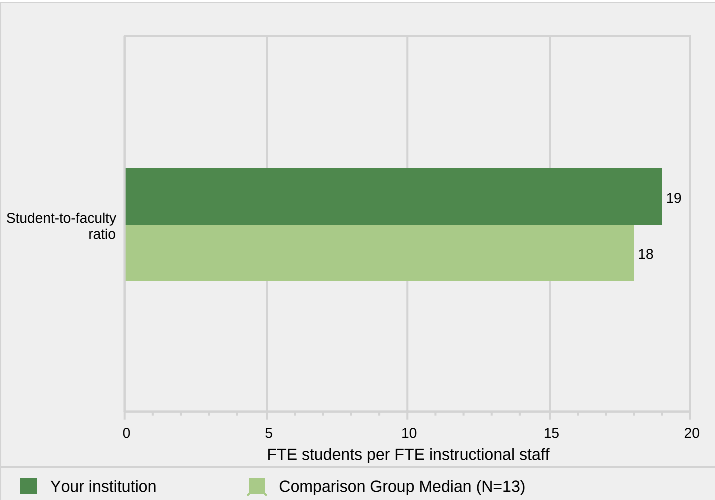
Figure 4. Part-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

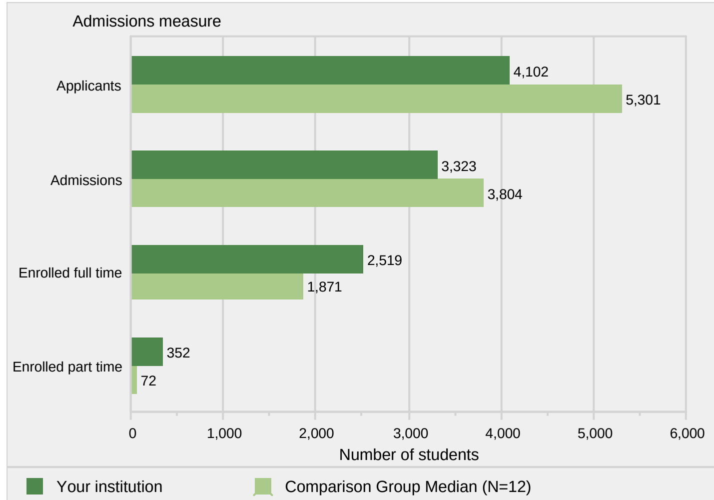
Figure 5. Student-to-faculty ratio: Fall 2008



NOTE: Student-to-faculty ratio data is presented only for institutions that have undergraduate students; graduate only institutions are not included. For details on how the ratio is calculated, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

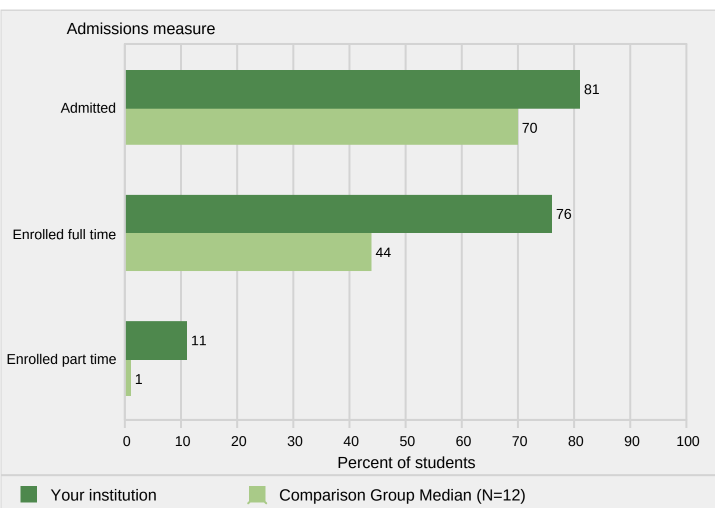
Figure 6. Number of applicants, admissions, and students enrolled full and part time: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

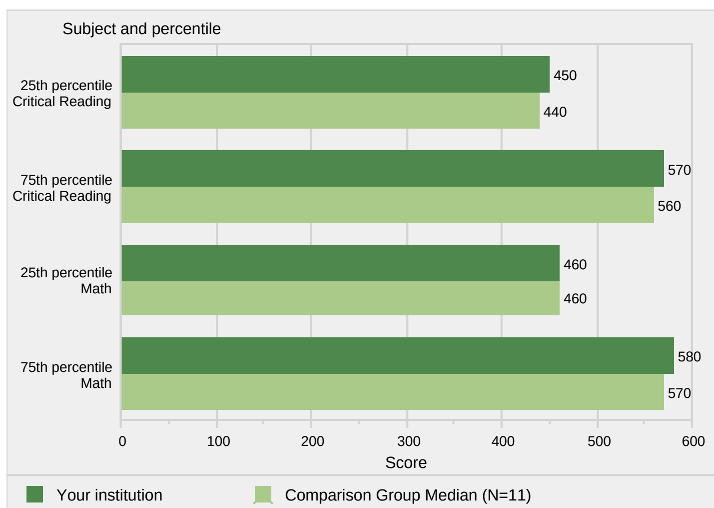
Figure 7. Percent of applicants admitted, and percent of admissions enrolled by full- and part-time status: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

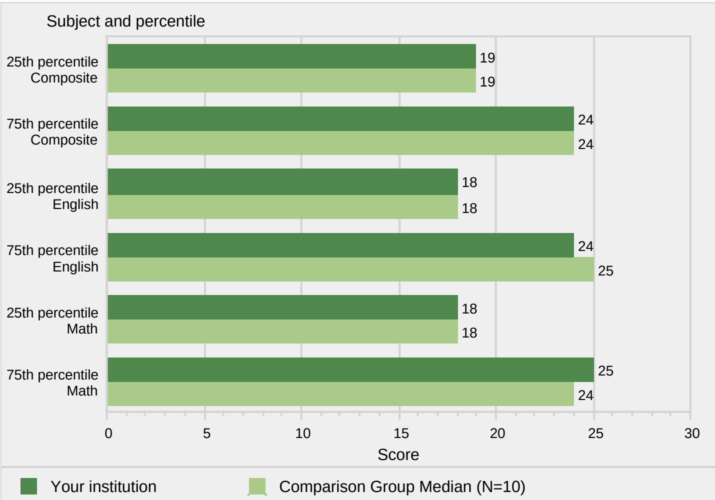
Figure 8. Percentile SAT scores of first-time, degree/certificate-seeking undergraduate students: Fall 2008



NOTE: Test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Institutions report test scores only if they are required for admission. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

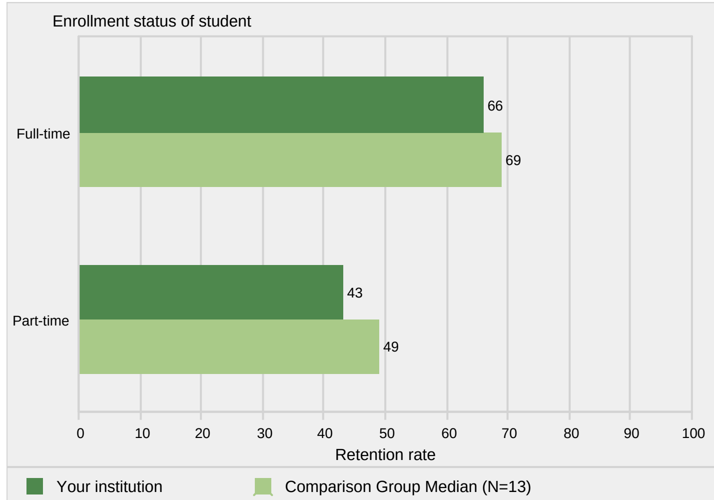
Figure 9. Percentile ACT scores of first-time, degree/certificate-seeking undergraduate students: Fall 2008



NOTE: Test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Institutions report test scores only if they are required for admission. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

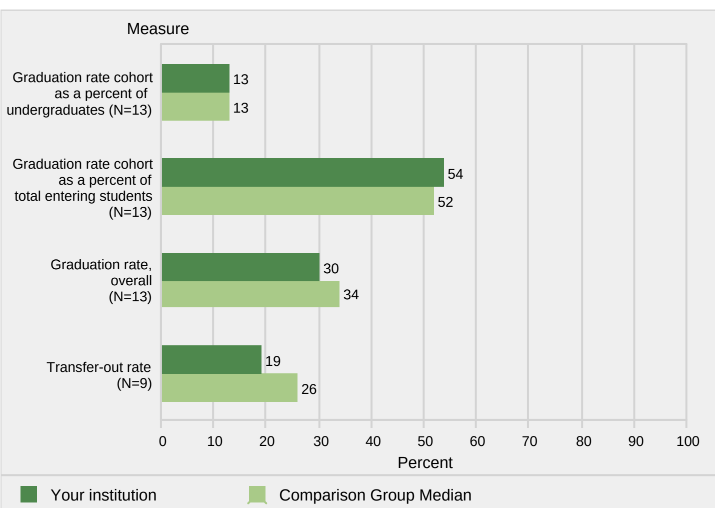
Figure 10. Retention rates of first-time, degree/certificate-seeking undergraduate students, by enrollment status: Fall 2008



NOTE: Retention rates are measured from the fall of first enrollment to the following fall. 4-yr institutions report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

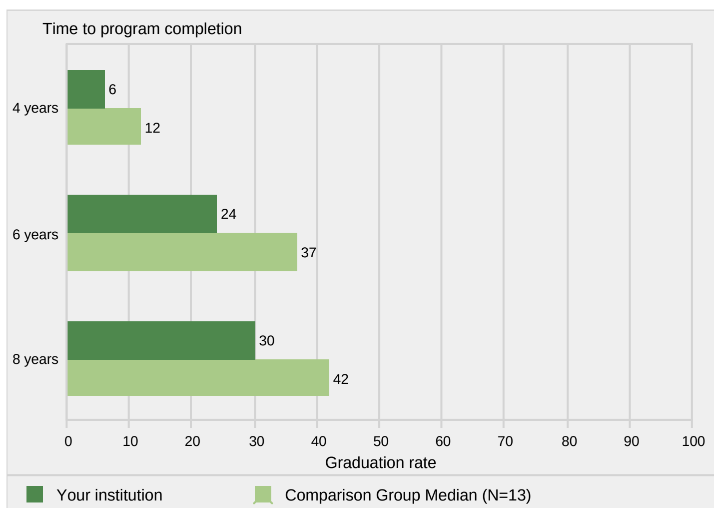
Figure 11. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2008); graduation rate and transfer-out rate (2002 cohort)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component and Fall Enrollment component.

Figure 12. Bachelor's degree graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 4 years, 6 years, and 8 years: 2000 cohort

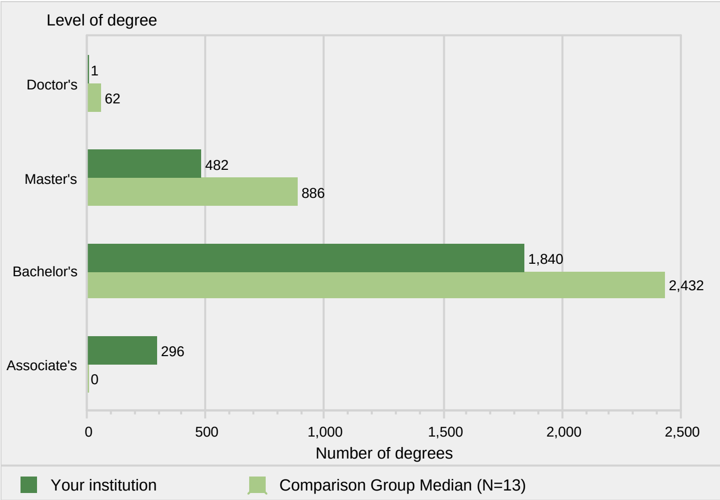


NOTE: The 4-year and 6-year graduation rates are the Student Right-to-Know (SRK) rates; the 8-year rate is calculated using the same methodology. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

IPEDS DATA FEEDBACK REPORT

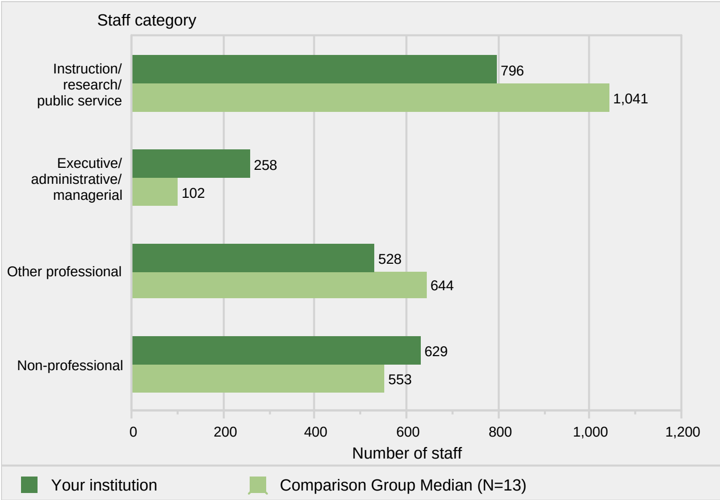
Figure 13. Number of degrees awarded, by level: Academic year 2007-08



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Completions component.

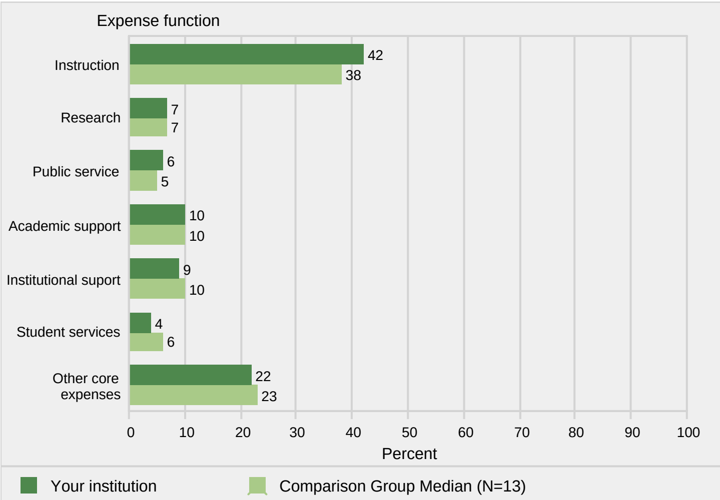
Figure 14. Full-time equivalent staff, by assigned position: Fall 2008



NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

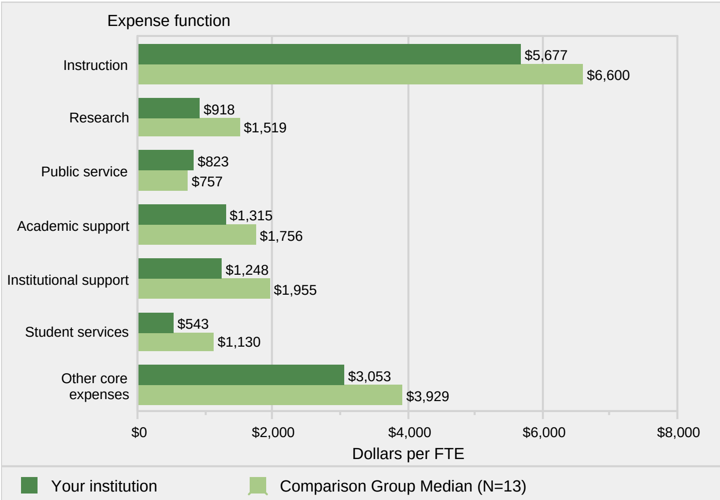
Figure 15. Percent distribution of core expenses, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

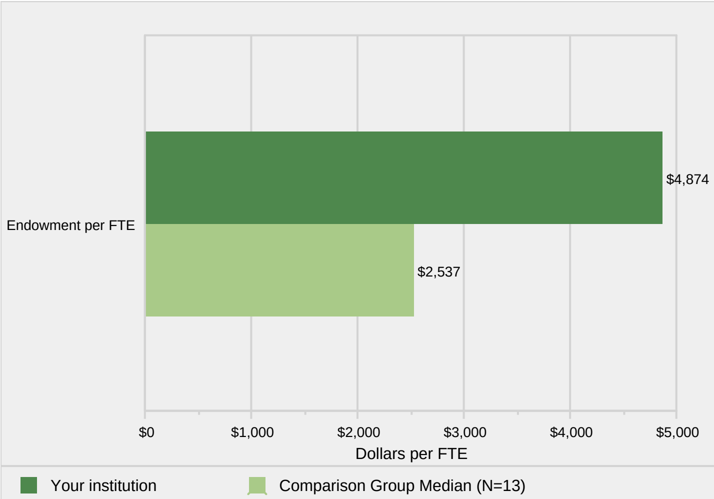
Figure 16. Core expenses per FTE enrollment, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

Figure 17. Endowment assets (year end) per FTE enrollment: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

COMPARISON GROUP

The custom comparison group chosen by Boise State University includes the following 13 institutions:

- California State University-Fresno (Fresno, CA)
- Cleveland State University (Cleveland, OH)
- Georgia State University (Atlanta, GA)
- Indiana University-Purdue University-Indianapolis (Indianapolis, IN)
- Portland State University (Portland, OR)
- San Francisco State University (San Francisco, CA)
- The University of Texas at San Antonio (San Antonio, TX)
- University of Akron Main Campus (Akron, OH)
- University of Massachusetts-Boston (Boston, MA)
- University of Memphis (Memphis, TN)
- University of Missouri-Kansas City (Kansas City, MO)
- University of Nebraska at Omaha (Omaha, NE)
- University of New Orleans (New Orleans, LA)

METHODOLOGICAL NOTES

Overview

This report is based on data supplied by institutions to IPEDS during the 2008-09 survey year. Response rates exceeded 99 percent for most surveys. Detailed response tables are included in IPEDS First Look reports, which can be found at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010.

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by July 14, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group, or you may wish to compare your institution to other groups. The Executive Peer Tool (ExPT) (http://nces.ed.gov/ipeds/datacenter/) can be used to reproduce the figures in this report using different peer groups.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percentage distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected. As such, not all notes listed below may be applicable to your report.

Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

Disaggregation of Data by Race/Ethnicity

When applicable, some statistics are disaggregated by race/ethnicity. Between survey years 2008-09 and 2010-11, the categories used for the collection and reporting of race/ethnicity data in IPEDS are transitioning to those developed in 1997 by the Office of Management and Budget, and institutions may report using either those categories, the older (1977) categories, or a mixture of both. Therefore, during the transition, only derived categories that present comparable data will be displayed. Detailed information about these changes can be found at http://nces.ed.gov/ipeds/reic/resource.asp.

Postbaccalaureate Degree Categories

In 2008-09 IPEDS, new postbaccalaureate degree categories were introduced as optional. The new categories are Doctor's degree-Research/scholarship, Doctor's degree-Professional practice, and Doctor's degree-Other. In addition, the First-professional degree and certificate categories and the single Doctor's degree category are being phased out. During the transition period, all First-professional students are reflected as graduate students, all First-professional degrees awarded are reflected as Doctor's degrees, and all Doctor's degrees reported under the new categories are aggregated under a single Doctor's degree category, so that data reported by all institutions are comparable.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Description of Statistics Used in the Figures

Core Expenses

Core expenses for public institutions using the Governmental Accounting Standards Board (GASB) standards include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For all institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Endowment Assets

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

Equated Instructional Staff Salaries

Total salary outlays for full-time instructional staff on 11/12-month contracts were equated to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by 0.8182. The equated outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for staff on less-than-9-month contracts are not included.

FTE for Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2007-08 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). If applicable, first-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2007 fall counts and applying this ratio to the 2007-08 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at http://nces.ed.gov/ipeds/glossary/.

FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know and Higher Education Opportunity Acts and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time (for the degree or certificate) before the ending status date of August 31, 2008, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full- or part-time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Salaries, Wages, and Benefits

Salaries, wages, and benefits, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage. Frequently, benefits are associated with an insurance payment. Private, for-profit institutions under FASB standards do not report salaries.

Student-to-Faculty Ratio

An institution's student-to-faculty ratio is calculated by determining the number of FTE students (using Fall Enrollment data) divided by the total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported on the EAP section of the Human Resources component). For this calculation, FTE for students is equal to the number of full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students enrolled in "stand-alone" graduate or professional programs and instructional staff teaching in these programs are excluded from the FTE calculations. "Stand-alone" graduate or professional programs are those programs such as medicine, law, veterinary, dentistry, social work, or public health, in which faculty teach virtually only graduate-level students (also referred to as "independent" programs).

Total Entering (Undergraduate-Level) Students

Total entering students are students at the undergraduate level, both full- and part-time, coming into the institution for the first time in the fall term (or the prior summer term who returned again in the fall). This includes all first-time undergraduate students, students transferring into the institution at the undergraduate level, and non-degree/certificate seeking undergraduates entering in the fall. Only degree-granting institutions report total entering students.

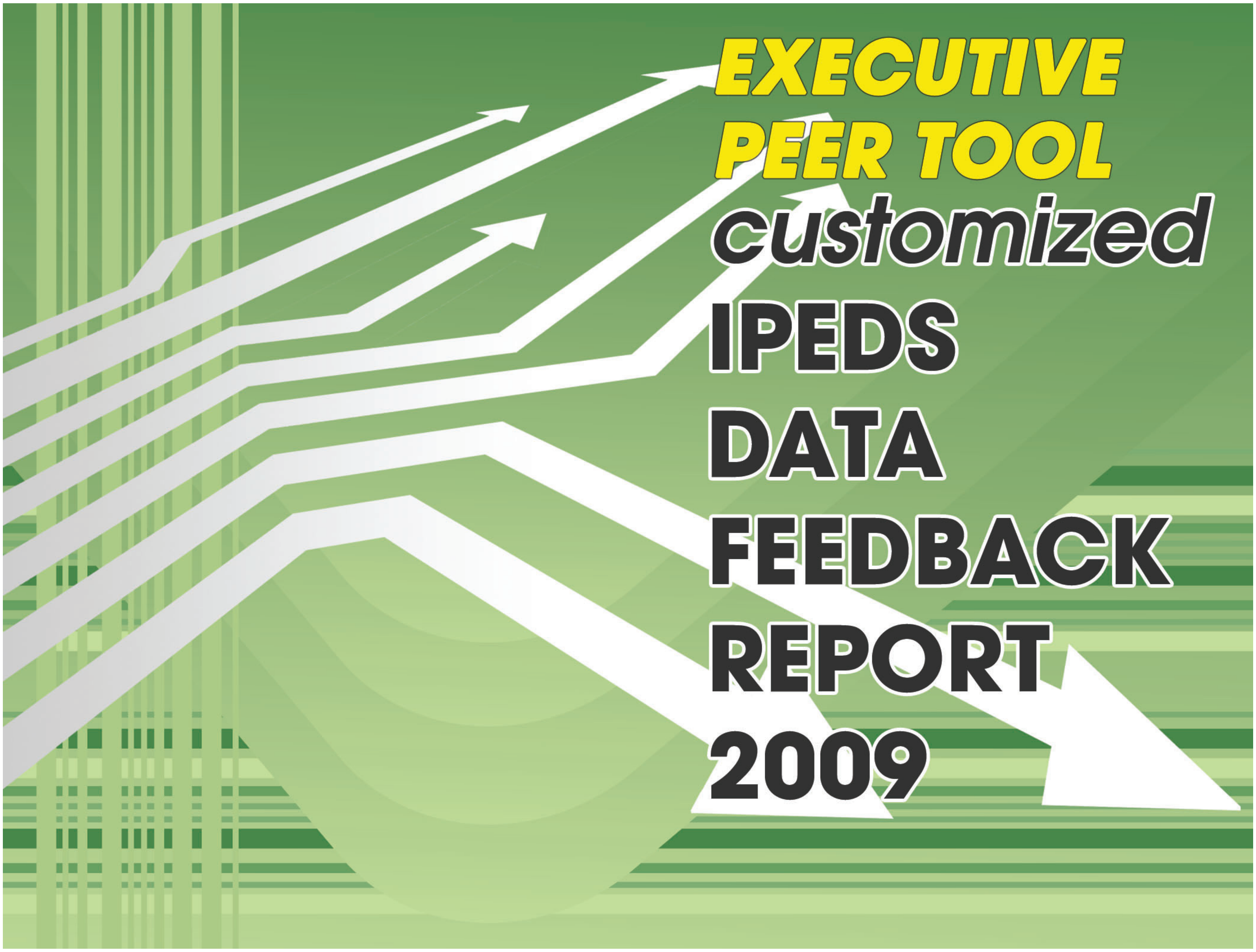
Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure. Only institutions that operate on standard academic terms will have tuition figures included in their report.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at http://nces.ed.gov/ipeds/glossary/.

NATIONAL CENTER FOR EDUCATION STATISTICS



Idaho State University
Pocatello, ID

The Integrated Postsecondary Education Data System (IPEDS) is the nation's core postsecondary education data collection program. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see http://nces.ed.gov/ipeds.

IPEDS DATA FEEDBACK REPORT

October, 2009

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual ***IPEDS Data Feedback Report***. The report compares data provided by your institution in 2008-09 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at http://nces.ed.gov/ipeds/datacenter/. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in PDF format. In addition, there are a number of extra figures available in the ExPT that are not included in your original report.

Thank you for supporting IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. If you have any comments on how we can improve the Data Feedback Report or the ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,

Elise S. Miller
IPEDS Program Director

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from nearly 6,700 institutions across the United States whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (http://collegenavigator.ed.gov), to aid in the college search process. For more information about IPEDS, see http://nces.ed.gov/ipeds.

What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2008-09 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the Methodological Notes for more information.

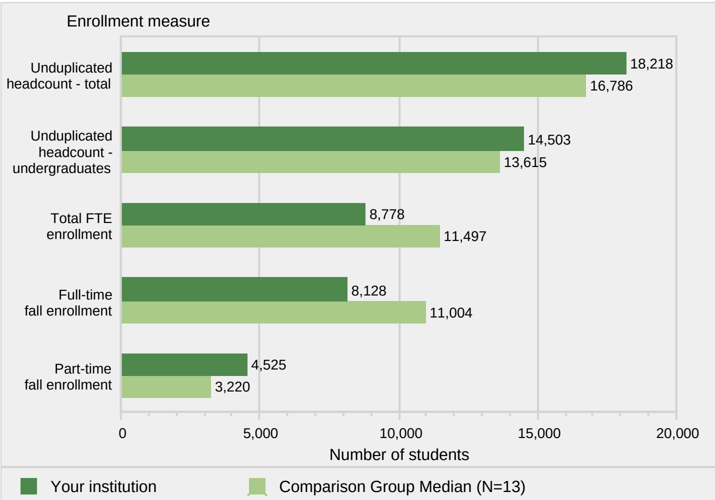
How Can I Use This Report?

Upon receiving your Data Feedback Report (DFR), we strongly encourage you to discuss its contents with your institution's IPEDS keyholder, or other institutional research professionals. Keyholders, appointed by institutional executives, coordinate the institution's IPEDS data submission, frequently working with colleagues across the institution to ensure timely and accurate reporting. Your keyholder can answer questions about how IPEDS data are submitted, how individual indicators are defined, and how to interpret differences between your institution and the group to which it was compared. She or he can also assist you in identifying more appropriate comparison groups, if needed. After discussing the DFR with your keyholder, we encourage you to share it with your campus leadership team. With their assistance, other ways to make use of the DFR can be considered, including how to appropriately incorporate the DFR into existing strategic planning efforts and whether to share parts of the DFR with on- and off-campus stakeholders, including students, staff, faculty, governance board members, community leaders, media, and state and local officials. We are committed to ensuring the DFR is useful to campus executives. If after working with the DFR you have suggestions for future improvements, please send them to ipedsdatafeedback@ed.gov.

Where Can I Do More with IPEDS Data?

The Executive Peer Tool (ExPT), available through the IPEDS Data Center (http://nces.ed.gov/ipeds/datacenter), is designed to provide campus executives easy access to institutional and comparison group data. Using the ExPT, you can produce reports using different comparison groups and access a wider range of IPEDS variables.

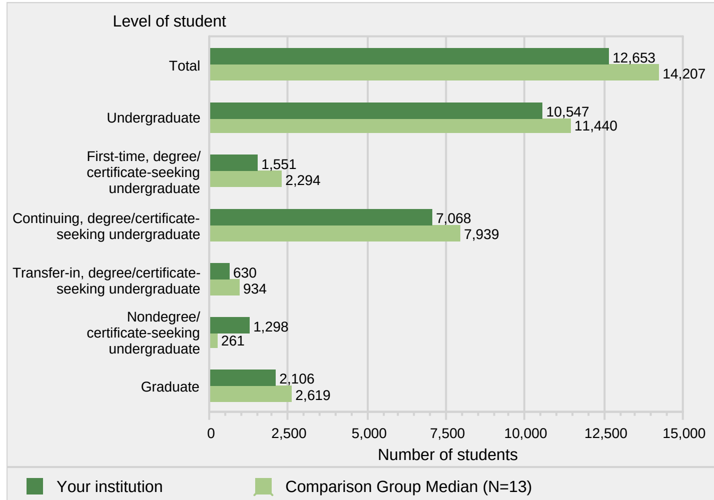
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2007-08), and full- and part-time fall enrollment (Fall 2008)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Fall Enrollment component.

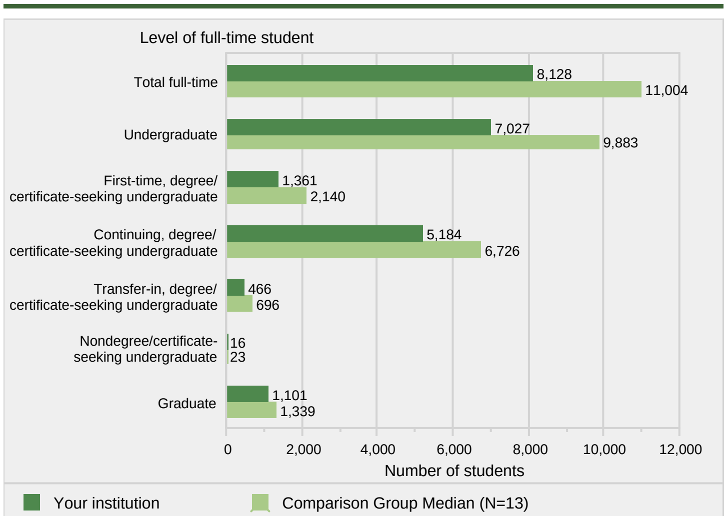
Figure 2. Enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

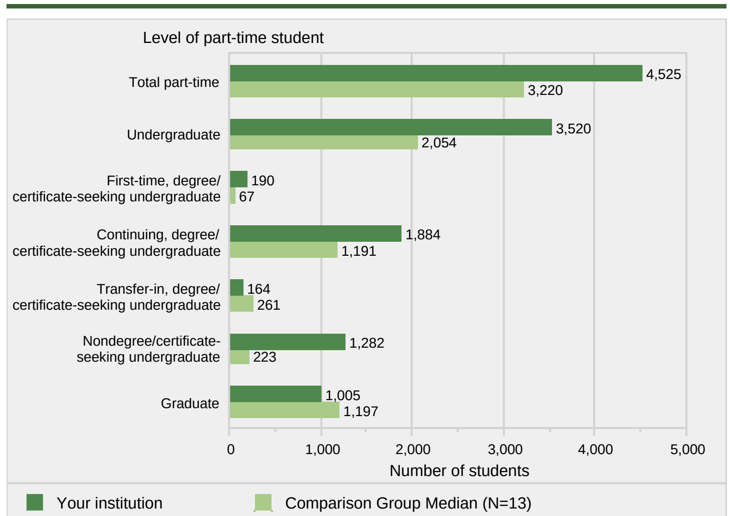
Figure 3. Full-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

Figure 4. Part-time enrollment, by student level: Fall 2008

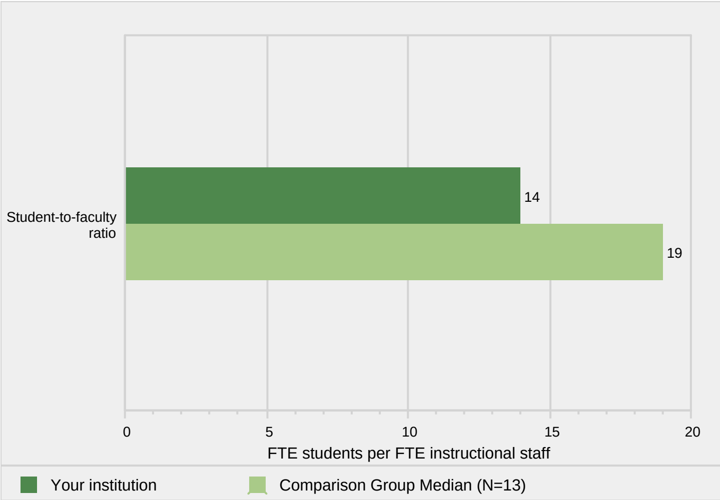


NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

IPEDS DATA FEEDBACK REPORT

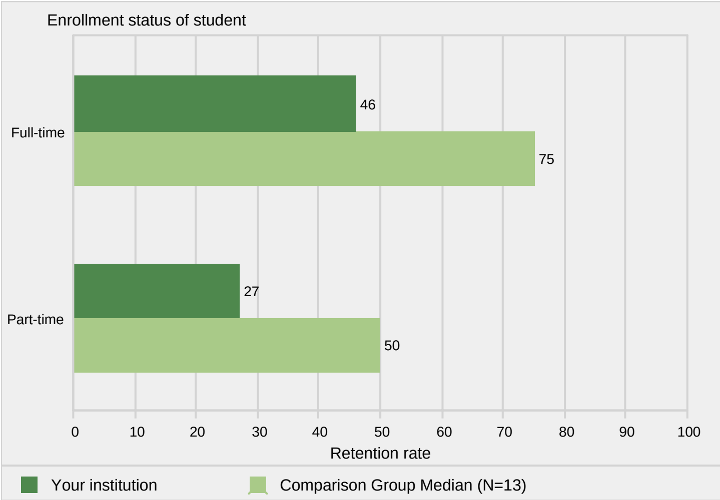
Figure 5. Student-to-faculty ratio: Fall 2008



NOTE: Student-to-faculty ratio data is presented only for institutions that have undergraduate students; graduate only institutions are not included. For details on how the ratio is calculated, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

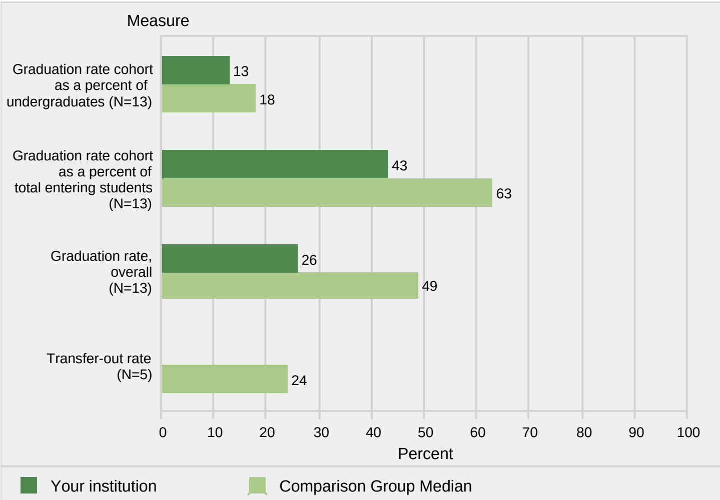
Figure 6. Retention rates of first-time, degree/certificate-seeking undergraduate students, by enrollment status: Fall 2008



NOTE: Retention rates are measured from the fall of first enrollment to the following fall. 4-yr institutions report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

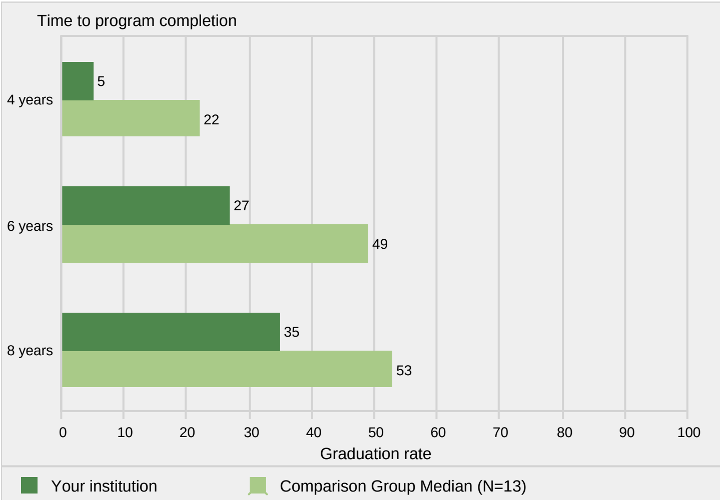
Figure 7. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2008); graduation rate and transfer-out rate (2002 cohort)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component and Fall Enrollment component.

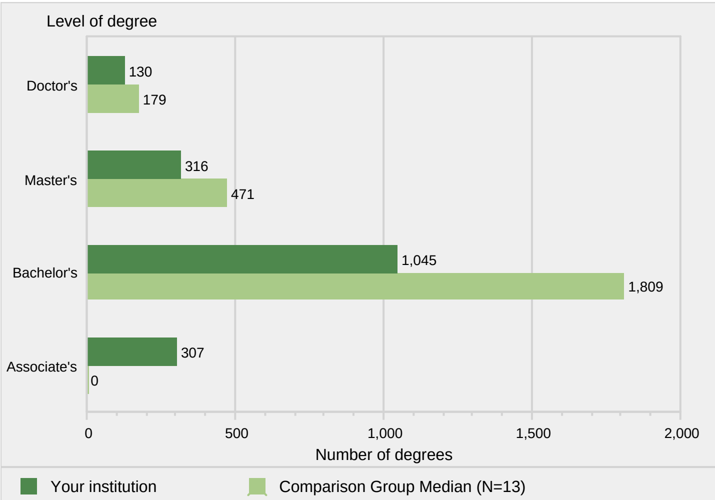
Figure 8. Bachelor's degree graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 4 years, 6 years, and 8 years: 2000 cohort



NOTE: The 4-year and 6-year graduation rates are the Student Right-to-Know (SRK) rates; the 8-year rate is calculated using the same methodology. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

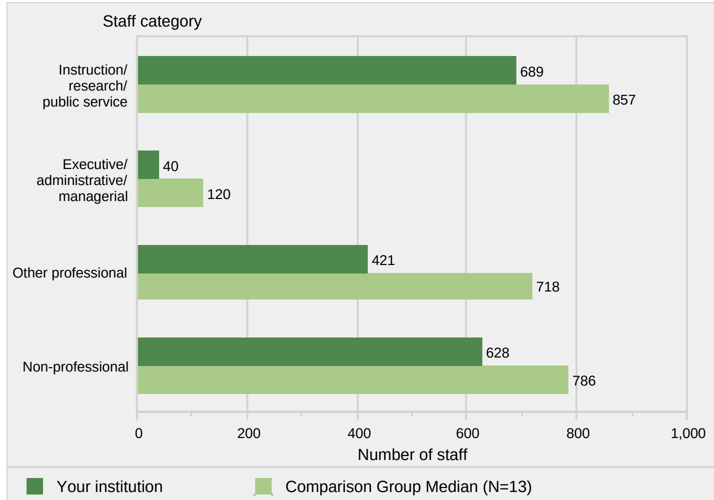
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

Figure 9. Number of degrees awarded, by level: Academic year 2007-08



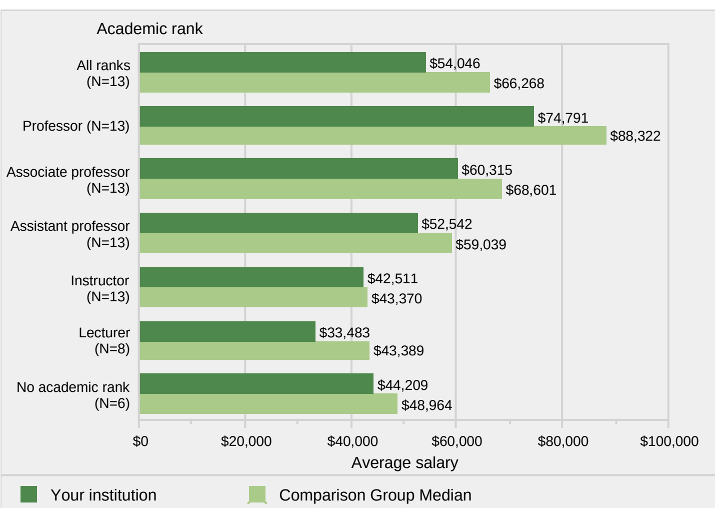
NOTE: N is the number of institutions in the comparison group.
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Completions component.

Figure 10. Full-time equivalent staff, by assigned position: Fall 2008



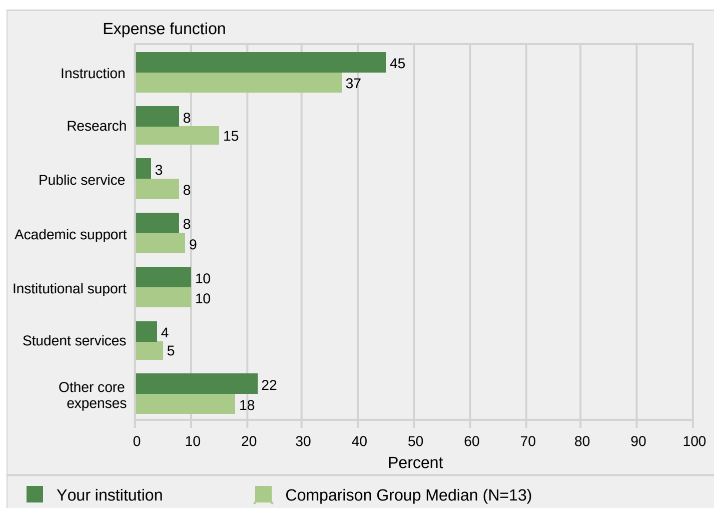
NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

Figure 11. Average salaries of full-time instructional staff equated to 9-month contracts, by academic rank: Academic year 2008-09



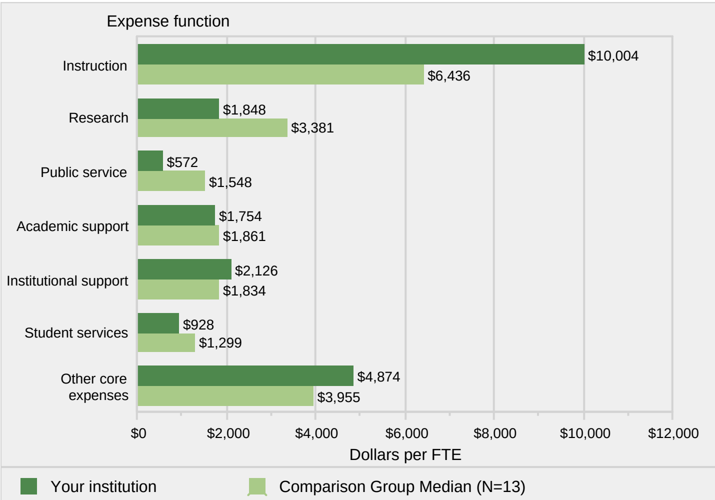
NOTE: Average full-time instructional staff salaries for 11/12-month contracts were adjusted to 9-month average salaries by multiplying the 11/12-month salary by .8182. Salaries based on less than 9-month contracts are not included. Medical school staff salaries are not included. N is the number of institutions in the comparison group.
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

Figure 12. Percent distribution of core expenses, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

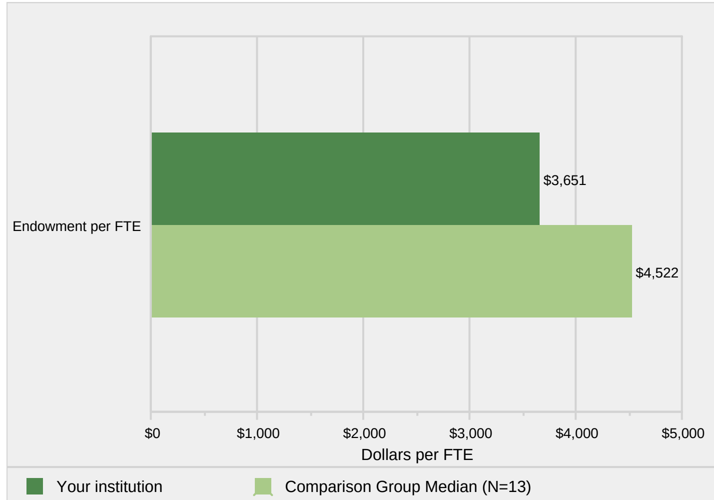
Figure 13. Core expenses per FTE enrollment, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

Figure 14. Endowment assets (year end) per FTE enrollment: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

COMPARISON GROUP

The custom comparison group chosen by Idaho State University includes the following 13 institutions:

- Kent State University Kent Campus (Kent, OH)
- Montana State University (Bozeman, MT)
- North Dakota State University-Main Campus (Fargo, ND)
- Northern Arizona University (Flagstaff, AZ)
- Northern Illinois University (Dekalb, IL)
- South Dakota State University (Brookings, SD)
- The University of Montana (Missoula, MT)
- University of Nevada-Reno (Reno, NV)
- University of North Dakota (Grand Forks, ND)
- University of Oregon (Eugene, OR)
- University of South Dakota (Vermillion, SD)
- University of Wyoming (Laramie, WY)
- Wichita State University (Wichita, KS)

METHODOLOGICAL NOTES

Overview

This report is based on data supplied by institutions to IPEDS during the 2008-09 survey year. Response rates exceeded 99 percent for most surveys. Detailed response tables are included in IPEDS First Look reports, which can be found at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010.

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by July 14, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group, or you may wish to compare your institution to other groups. The Executive Peer Tool (ExPT) (http://nces.ed.gov/ipeds/datacenter/) can be used to reproduce the figures in this report using different peer groups.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percentage distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected. As such, not all notes listed below may be applicable to your report.

Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

Disaggregation of Data by Race/Ethnicity

When applicable, some statistics are disaggregated by race/ethnicity. Between survey years 2008-09 and 2010-11, the categories used for the collection and reporting of race/ethnicity data in IPEDS are transitioning to those developed in 1997 by the Office of Management and Budget, and institutions may report using either those categories, the older (1977) categories, or a mixture of both. Therefore, during the transition, only derived categories that present comparable data will be displayed. Detailed information about these changes can be found at http://nces.ed.gov/ipeds/reic/resource.asp.

Postbaccalaureate Degree Categories

In 2008-09 IPEDS, new postbaccalaureate degree categories were introduced as optional. The new categories are Doctor's degree-Research/scholarship, Doctor's degree-Professional practice, and Doctor's degree-Other. In addition, the First-professional degree and certificate categories and the single Doctor's degree category are being phased out. During the transition period, all First-professional students are reflected as graduate students, all First-professional degrees awarded are reflected as Doctor's degrees, and all Doctor's degrees reported under the new categories are aggregated under a single Doctor's degree category, so that data reported by all institutions are comparable.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Description of Statistics Used in the Figures

Core Expenses

Core expenses for public institutions using the Governmental Accounting Standards Board (GASB) standards include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For all institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Endowment Assets

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

Equated Instructional Staff Salaries

Total salary outlays for full-time instructional staff on 11/12-month contracts were equated to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by 0.8182. The equated outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for staff on less-than-9-month contracts are not included.

FTE for Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2007-08 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). If applicable, first-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2007 fall counts and applying this ratio to the 2007-08 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at http://nces.ed.gov/ipeds/glossary/.

FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know and Higher Education Opportunity Acts and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time (for the degree or certificate) before the ending status date of August 31, 2008, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full- or part-time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Salaries, Wages, and Benefits

Salaries, wages, and benefits, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage. Frequently, benefits are associated with an insurance payment. Private, for-profit institutions under FASB standards do not report salaries.

Student-to-Faculty Ratio

An institution's student-to-faculty ratio is calculated by determining the number of FTE students (using Fall Enrollment data) divided by the total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported on the EAP section of the Human Resources component). For this calculation, FTE for students is equal to the number of full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students enrolled in "stand-alone" graduate or professional programs and instructional staff teaching in these programs are excluded from the FTE calculations. "Stand-alone" graduate or professional programs are those programs such as medicine, law, veterinary, dentistry, social work, or public health, in which faculty teach virtually only graduate-level students (also referred to as "independent" programs).

Total Entering (Undergraduate-Level) Students

Total entering students are students at the undergraduate level, both full- and part-time, coming into the institution for the first time in the fall term (or the prior summer term who returned again in the fall). This includes all first-time undergraduate students, students transferring into the institution at the undergraduate level, and non-degree/certificate seeking undergraduates entering in the fall. Only degree-granting institutions report total entering students.

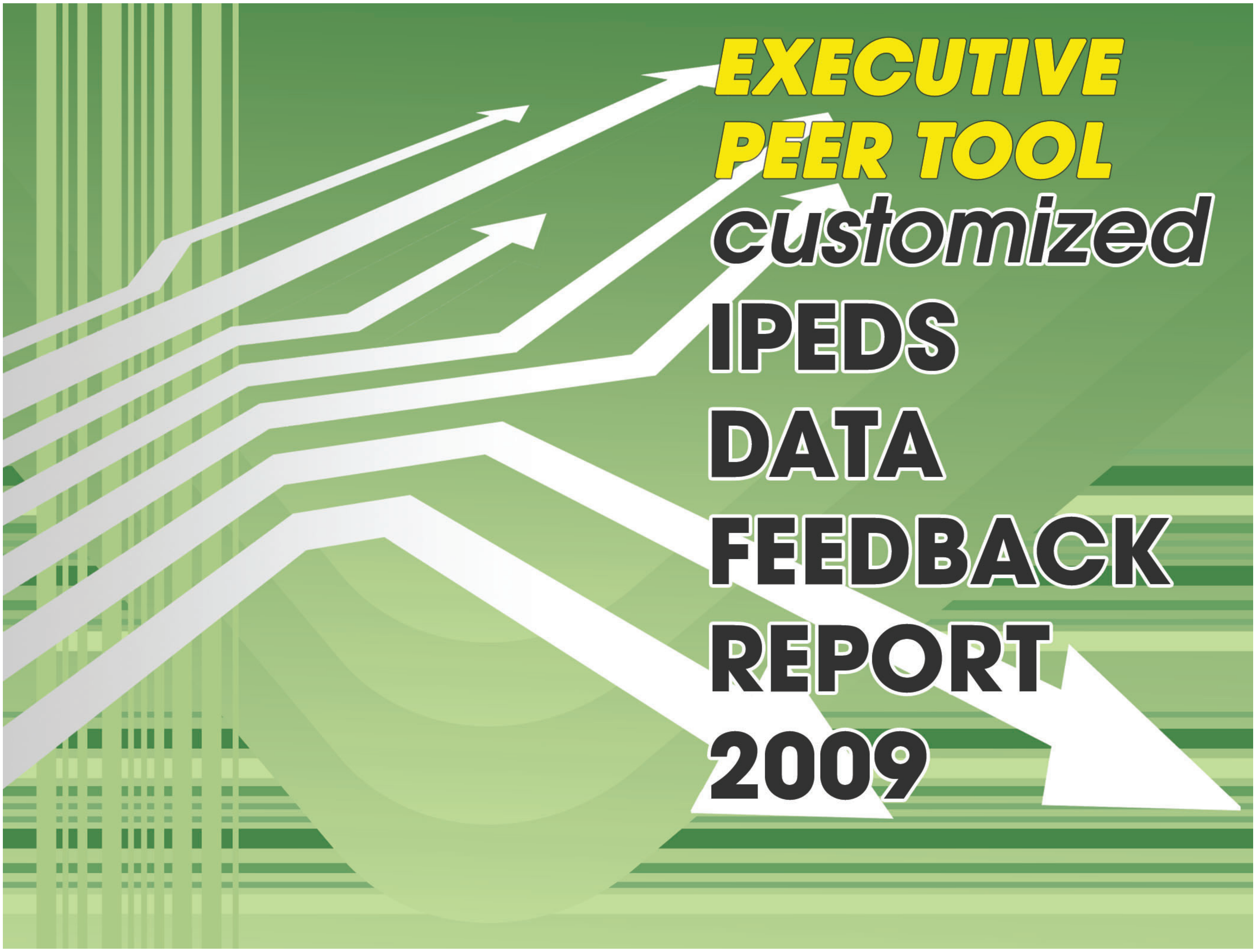
Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure. Only institutions that operate on standard academic terms will have tuition figures included in their report.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at http://nces.ed.gov/ipeds/glossary/.

NATIONAL CENTER FOR EDUCATION STATISTICS



University of Idaho
Moscow, ID

The Integrated Postsecondary Education Data System (IPEDS) is the nation's core postsecondary education data collection program. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see http://nces.ed.gov/ipeds.

IPEDS DATA FEEDBACK REPORT

October, 2009

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual ***IPEDS Data Feedback Report***. The report compares data provided by your institution in 2008-09 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at http://nces.ed.gov/ipeds/datacenter/. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in PDF format. In addition, there are a number of extra figures available in the ExPT that are not included in your original report.

Thank you for supporting IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. If you have any comments on how we can improve the Data Feedback Report or the ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,

Elise S. Miller

Elise S. Miller
IPEDS Program Director

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from nearly 6,700 institutions across the United States whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (http://collegenavigator.ed.gov), to aid in the college search process. For more information about IPEDS, see http://nces.ed.gov/ipeds.

What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2008-09 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the Methodological Notes for more information.

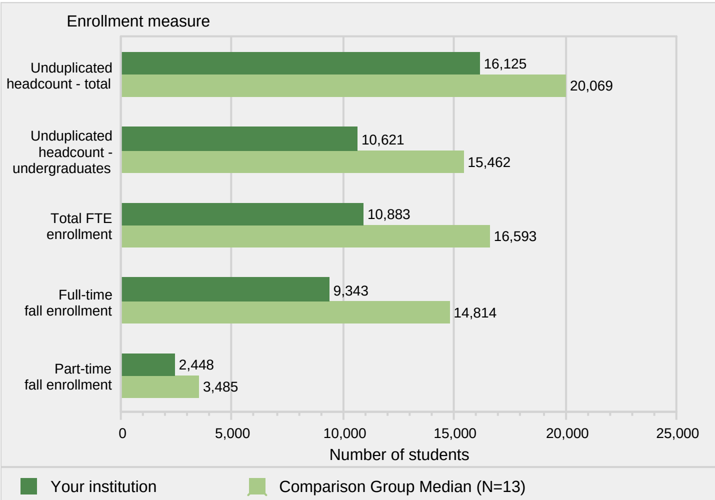
How Can I Use This Report?

Upon receiving your Data Feedback Report (DFR), we strongly encourage you to discuss its contents with your institution's IPEDS keyholder, or other institutional research professionals. Keyholders, appointed by institutional executives, coordinate the institution's IPEDS data submission, frequently working with colleagues across the institution to ensure timely and accurate reporting. Your keyholder can answer questions about how IPEDS data are submitted, how individual indicators are defined, and how to interpret differences between your institution and the group to which it was compared. She or he can also assist you in identifying more appropriate comparison groups, if needed. After discussing the DFR with your keyholder, we encourage you to share it with your campus leadership team. With their assistance, other ways to make use of the DFR can be considered, including how to appropriately incorporate the DFR into existing strategic planning efforts and whether to share parts of the DFR with on- and off-campus stakeholders, including students, staff, faculty, governance board members, community leaders, media, and state and local officials. We are committed to ensuring the DFR is useful to campus executives. If after working with the DFR you have suggestions for future improvements, please send them to ipedsdatafeedback@ed.gov.

Where Can I Do More with IPEDS Data?

The Executive Peer Tool (ExPT), available through the IPEDS Data Center (http://nces.ed.gov/ipeds/datacenter), is designed to provide campus executives easy access to institutional and comparison group data. Using the ExPT, you can produce reports using different comparison groups and access a wider range of IPEDS variables.

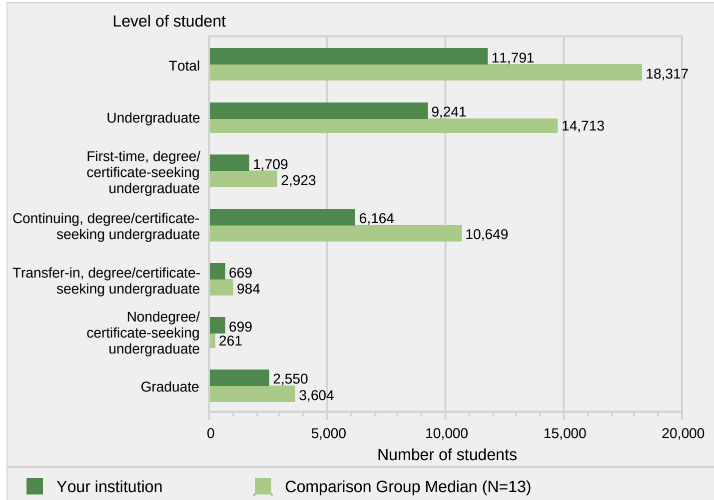
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2007-08), and full- and part-time fall enrollment (Fall 2008)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Fall Enrollment component.

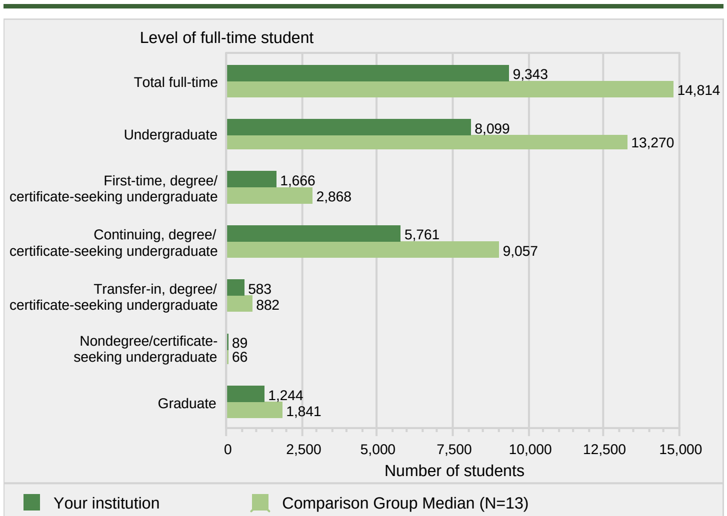
Figure 2. Enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

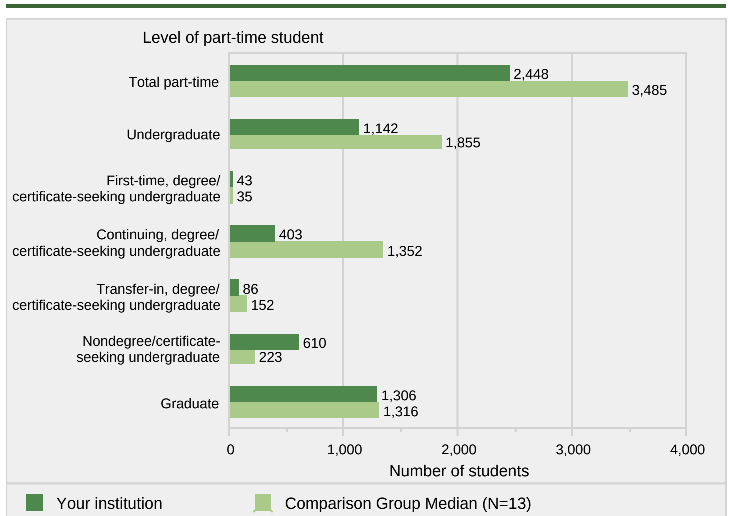
Figure 3. Full-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

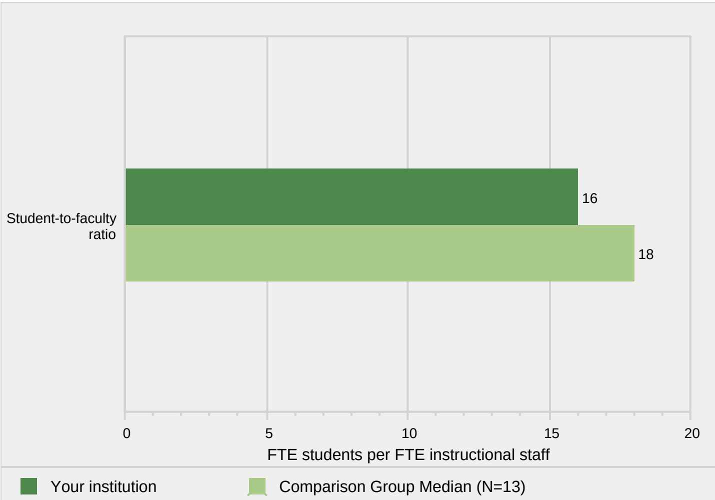
Figure 4. Part-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

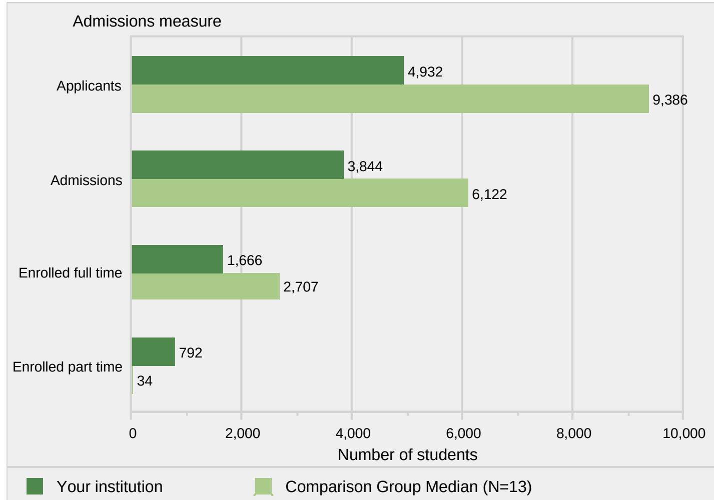
Figure 5. Student-to-faculty ratio: Fall 2008



NOTE: Student-to-faculty ratio data is presented only for institutions that have undergraduate students; graduate only institutions are not included. For details on how the ratio is calculated, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

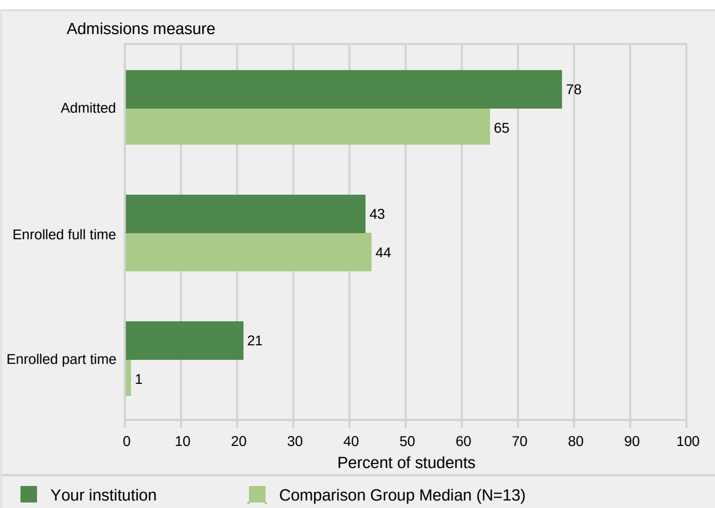
Figure 6. Number of applicants, admissions, and students enrolled full and part time: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

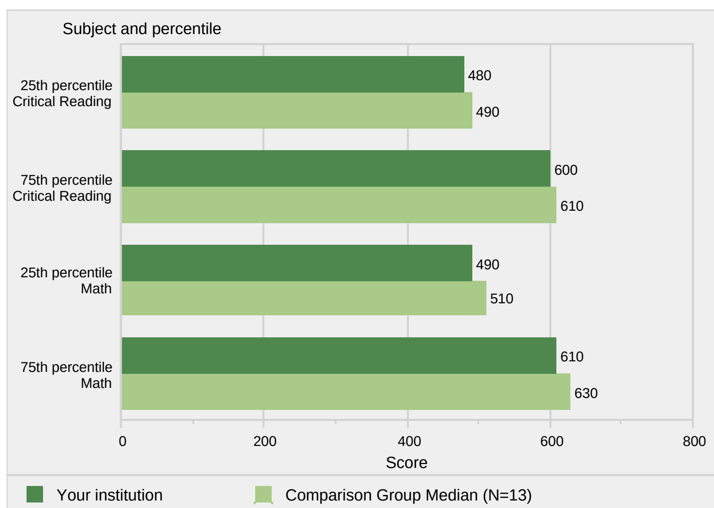
Figure 7. Percent of applicants admitted, and percent of admissions enrolled by full- and part-time status: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

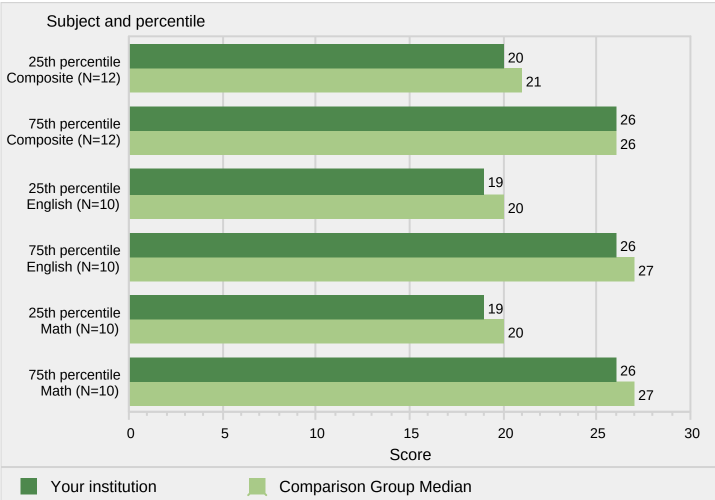
Figure 8. Percentile SAT scores of first-time, degree/certificate-seeking undergraduate students: Fall 2008



NOTE: Test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Institutions report test scores only if they are required for admission. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

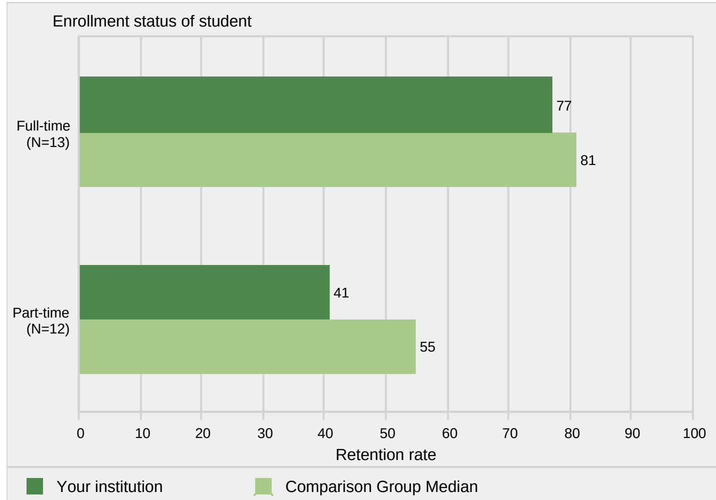
Figure 9. Percentile ACT scores of first-time, degree/certificate-seeking undergraduate students: Fall 2008



NOTE: Test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Institutions report test scores only if they are required for admission. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

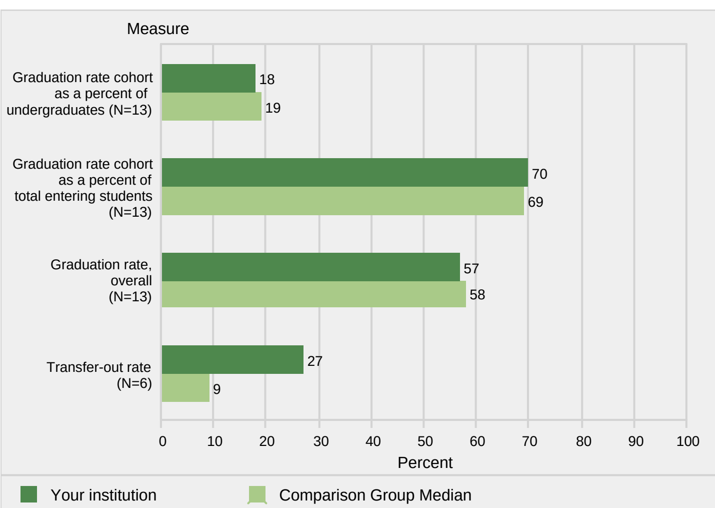
Figure 10. Retention rates of first-time, degree/certificate-seeking undergraduate students, by enrollment status: Fall 2008



NOTE: Retention rates are measured from the fall of first enrollment to the following fall. 4-yr institutions report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

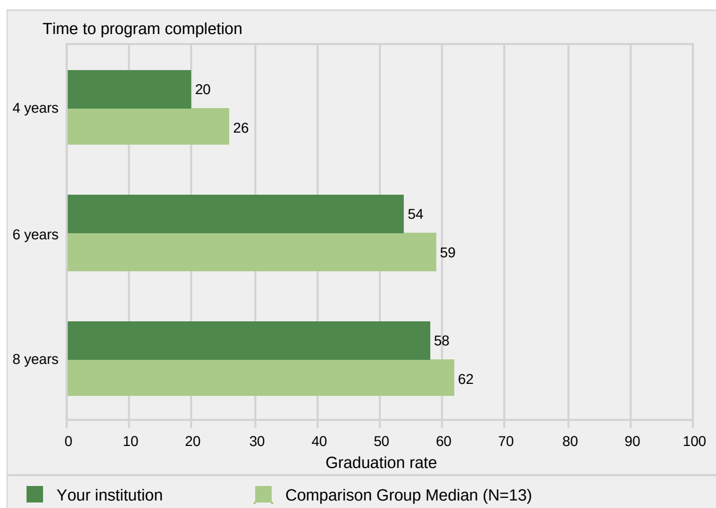
Figure 11. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2008); graduation rate and transfer-out rate (2002 cohort)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component and Fall Enrollment component.

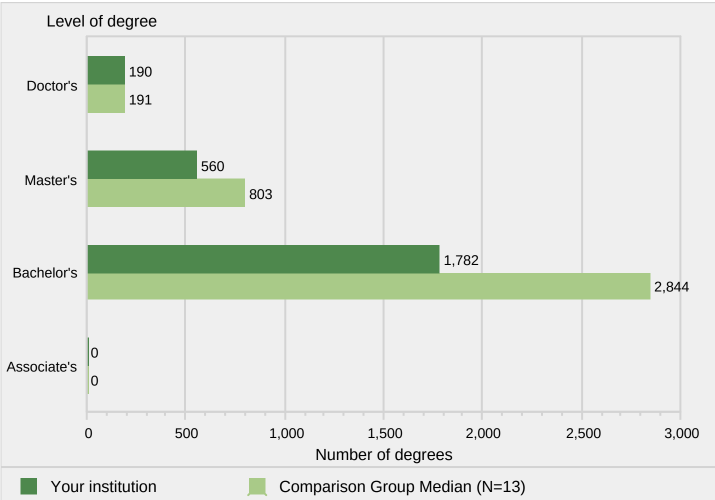
Figure 12. Bachelor's degree graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 4 years, 6 years, and 8 years: 2000 cohort



NOTE: The 4-year and 6-year graduation rates are the Student Right-to-Know (SRK) rates; the 8-year rate is calculated using the same methodology. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

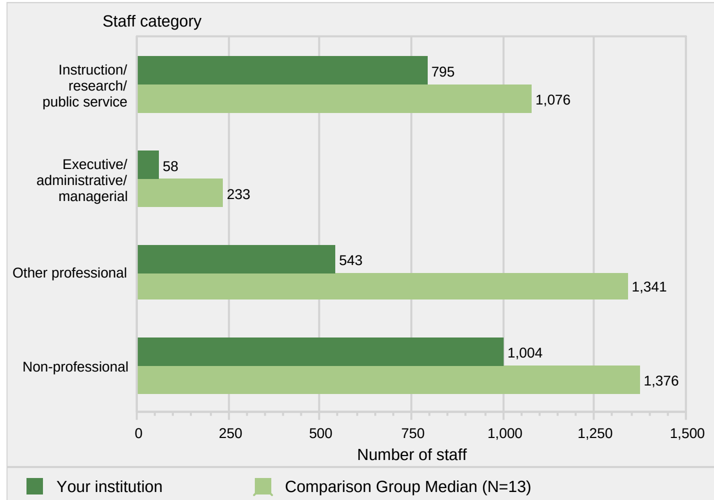
Figure 13. Number of degrees awarded, by level: Academic year 2007-08



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Completions component.

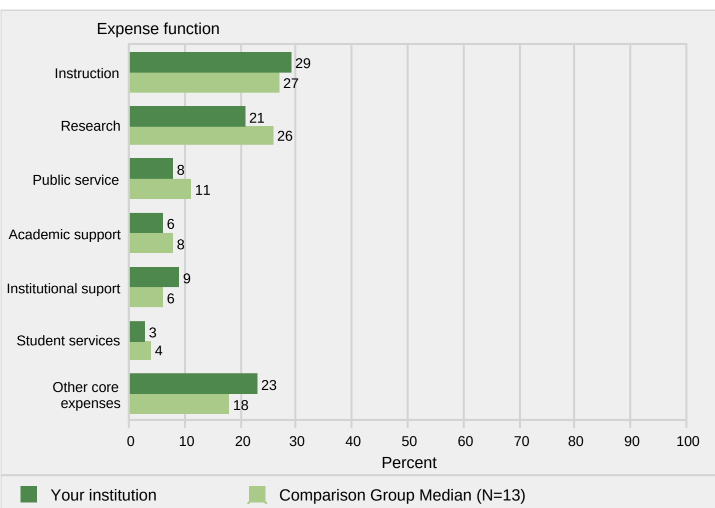
Figure 14. Full-time equivalent staff, by assigned position: Fall 2008



NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

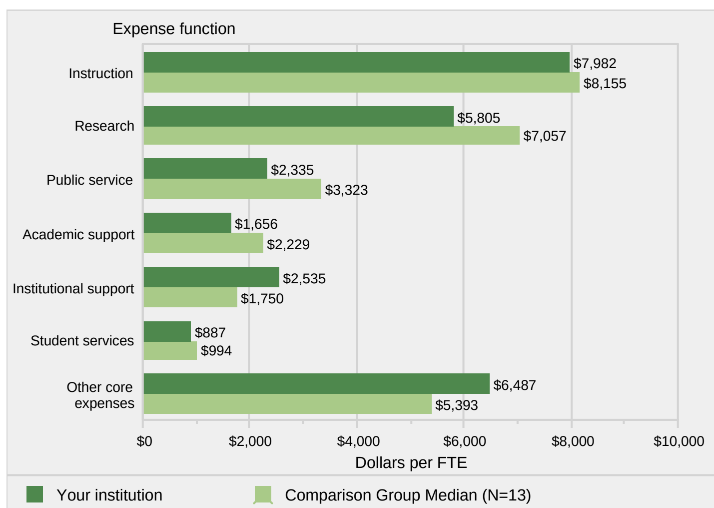
Figure 15. Percent distribution of core expenses, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

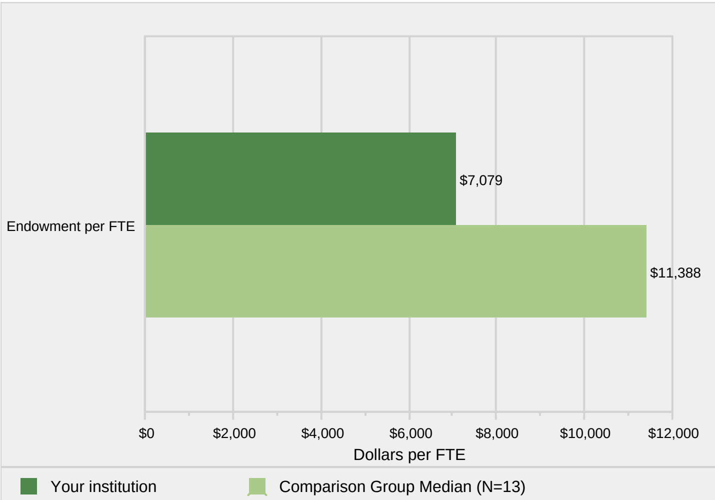
Figure 16. Core expenses per FTE enrollment, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

Figure 17. Endowment assets (year end) per FTE enrollment: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

COMPARISON GROUP

The custom comparison group chosen by University of Idaho includes the following 13 institutions:

- Clemson University (Clemson, SC)
- Colorado State University (Fort Collins, CO)
- Kansas State University (Manhattan, KS)
- Montana State University (Bozeman, MT)
- New Mexico State University-Main Campus (Las Cruces, NM)
- North Dakota State University-Main Campus (Fargo, ND)
- Oregon State University (Corvallis, OR)
- University of Arkansas Main Campus (Fayetteville, AR)
- University of Nebraska-Lincoln (Lincoln, NE)
- University of New Hampshire-Main Campus (Durham, NH)
- University of Wyoming (Laramie, WY)
- Utah State University (Logan, UT)
- Washington State University (Pullman, WA)

METHODOLOGICAL NOTES

Overview

This report is based on data supplied by institutions to IPEDS during the 2008-09 survey year. Response rates exceeded 99 percent for most surveys. Detailed response tables are included in IPEDS First Look reports, which can be found at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010.

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by July 14, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group, or you may wish to compare your institution to other groups. The Executive Peer Tool (ExPT) (http://nces.ed.gov/ipeds/datacenter/) can be used to reproduce the figures in this report using different peer groups.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percentage distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected. As such, not all notes listed below may be applicable to your report.

Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

Disaggregation of Data by Race/Ethnicity

When applicable, some statistics are disaggregated by race/ethnicity. Between survey years 2008-09 and 2010-11, the categories used for the collection and reporting of race/ethnicity data in IPEDS are transitioning to those developed in 1997 by the Office of Management and Budget, and institutions may report using either those categories, the older (1977) categories, or a mixture of both. Therefore, during the transition, only derived categories that present comparable data will be displayed. Detailed information about these changes can be found at http://nces.ed.gov/ipeds/reic/resource.asp.

Postbaccalaureate Degree Categories

In 2008-09 IPEDS, new postbaccalaureate degree categories were introduced as optional. The new categories are Doctor's degree-Research/scholarship, Doctor's degree-Professional practice, and Doctor's degree-Other. In addition, the First-professional degree and certificate categories and the single Doctor's degree category are being phased out. During the transition period, all First-professional students are reflected as graduate students, all First-professional degrees awarded are reflected as Doctor's degrees, and all Doctor's degrees reported under the new categories are aggregated under a single Doctor's degree category, so that data reported by all institutions are comparable.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Description of Statistics Used in the Figures

Core Expenses

Core expenses for public institutions using the Governmental Accounting Standards Board (GASB) standards include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For all institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Endowment Assets

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

Equated Instructional Staff Salaries

Total salary outlays for full-time instructional staff on 11/12-month contracts were equated to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by 0.8182. The equated outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for staff on less-than-9-month contracts are not included.

FTE for Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2007-08 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). If applicable, first-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2007 fall counts and applying this ratio to the 2007-08 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at http://nces.ed.gov/ipeds/glossary/.

FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know and Higher Education Opportunity Acts and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time (for the degree or certificate) before the ending status date of August 31, 2008, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full- or part-time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Salaries, Wages, and Benefits

Salaries, wages, and benefits, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage. Frequently, benefits are associated with an insurance payment. Private, for-profit institutions under FASB standards do not report salaries.

Student-to-Faculty Ratio

An institution's student-to-faculty ratio is calculated by determining the number of FTE students (using Fall Enrollment data) divided by the total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported on the EAP section of the Human Resources component). For this calculation, FTE for students is equal to the number of full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students enrolled in "stand-alone" graduate or professional programs and instructional staff teaching in these programs are excluded from the FTE calculations. "Stand-alone" graduate or professional programs are those programs such as medicine, law, veterinary, dentistry, social work, or public health, in which faculty teach virtually only graduate-level students (also referred to as "independent" programs).

Total Entering (Undergraduate-Level) Students

Total entering students are students at the undergraduate level, both full- and part-time, coming into the institution for the first time in the fall term (or the prior summer term who returned again in the fall). This includes all first-time undergraduate students, students transferring into the institution at the undergraduate level, and non-degree/certificate seeking undergraduates entering in the fall. Only degree-granting institutions report total entering students.

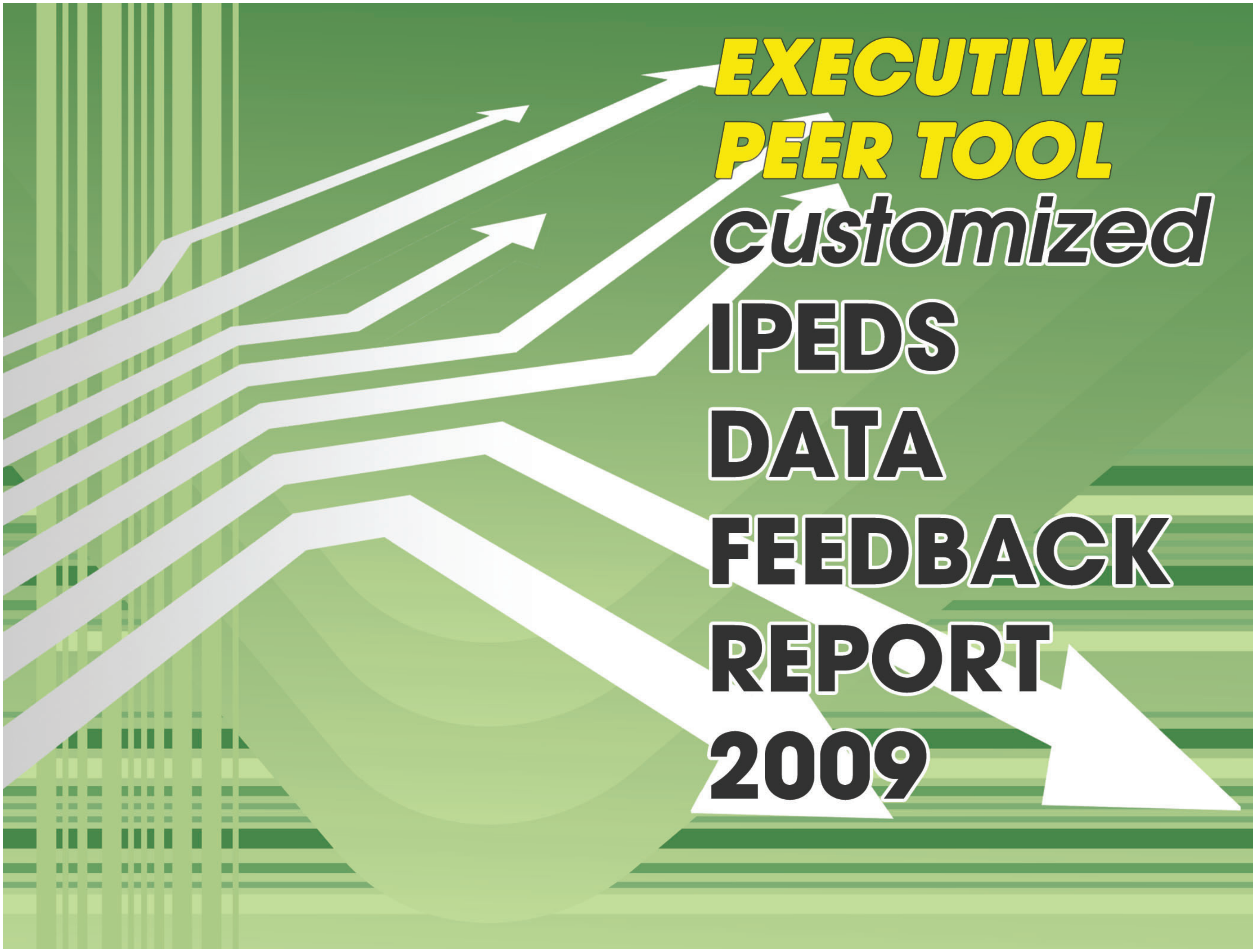
Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure. Only institutions that operate on standard academic terms will have tuition figures included in their report.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at http://nces.ed.gov/ipeds/glossary/.

NATIONAL CENTER FOR EDUCATION STATISTICS



Lewis-Clark State College
Lewiston, ID

IPEDS

The Integrated Postsecondary Education Data System (IPEDS) is the nation's core postsecondary education data collection program. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see http://nces.ed.gov/ipeds.

DEPARTMENT OF EDUCATION UNITED STATES OF AMERICA

IPEDS DATA FEEDBACK REPORT

October, 2009

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual ***IPEDS Data Feedback Report***. The report compares data provided by your institution in 2008-09 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at http://nces.ed.gov/ipeds/datacenter/. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in PDF format. In addition, there are a number of extra figures available in the ExPT that are not included in your original report.

Thank you for supporting IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. If you have any comments on how we can improve the Data Feedback Report or the ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,

Elise S. Miller

Elise S. Miller
IPEDS Program Director

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from nearly 6,700 institutions across the United States whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (http://collegenavigator.ed.gov), to aid in the college search process. For more information about IPEDS, see http://nces.ed.gov/ipeds.

What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2008-09 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the Methodological Notes for more information.

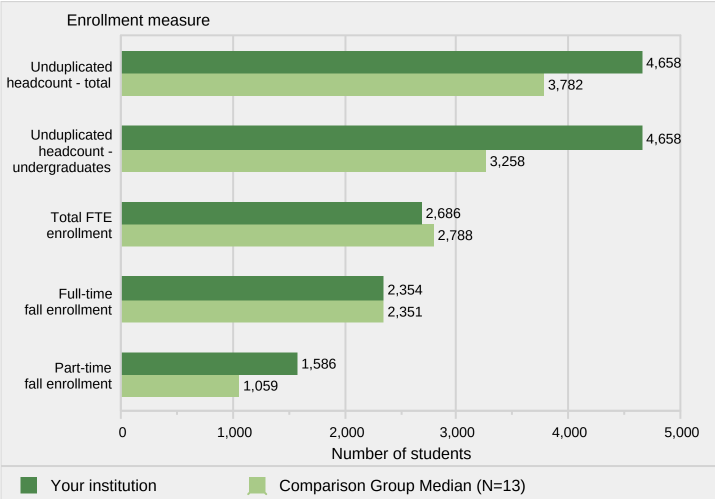
How Can I Use This Report?

Upon receiving your Data Feedback Report (DFR), we strongly encourage you to discuss its contents with your institution's IPEDS keyholder, or other institutional research professionals. Keyholders, appointed by institutional executives, coordinate the institution's IPEDS data submission, frequently working with colleagues across the institution to ensure timely and accurate reporting. Your keyholder can answer questions about how IPEDS data are submitted, how individual indicators are defined, and how to interpret differences between your institution and the group to which it was compared. She or he can also assist you in identifying more appropriate comparison groups, if needed. After discussing the DFR with your keyholder, we encourage you to share it with your campus leadership team. With their assistance, other ways to make use of the DFR can be considered, including how to appropriately incorporate the DFR into existing strategic planning efforts and whether to share parts of the DFR with on- and off-campus stakeholders, including students, staff, faculty, governance board members, community leaders, media, and state and local officials. We are committed to ensuring the DFR is useful to campus executives. If after working with the DFR you have suggestions for future improvements, please send them to ipedsdatafeedback@ed.gov.

Where Can I Do More with IPEDS Data?

The Executive Peer Tool (ExPT), available through the IPEDS Data Center (http://nces.ed.gov/ipeds/datacenter), is designed to provide campus executives easy access to institutional and comparison group data. Using the ExPT, you can produce reports using different comparison groups and access a wider range of IPEDS variables.

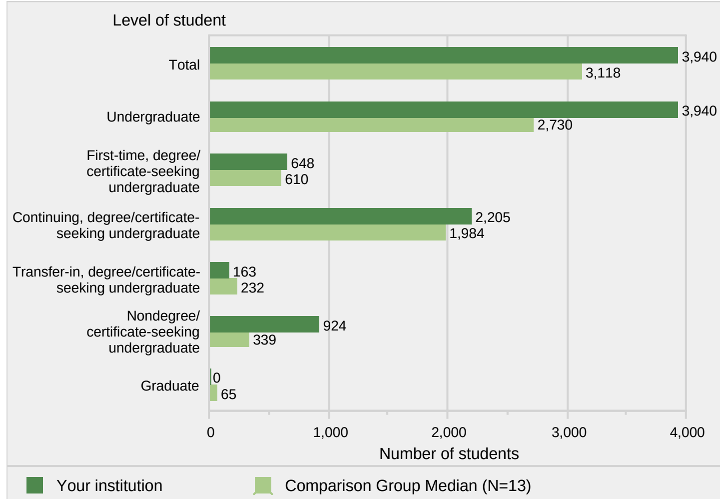
Figure 1. Unduplicated 12-month headcount of all students and of undergraduate students, total FTE enrollment (academic year 2007-08), and full- and part-time fall enrollment (Fall 2008)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Fall Enrollment component.

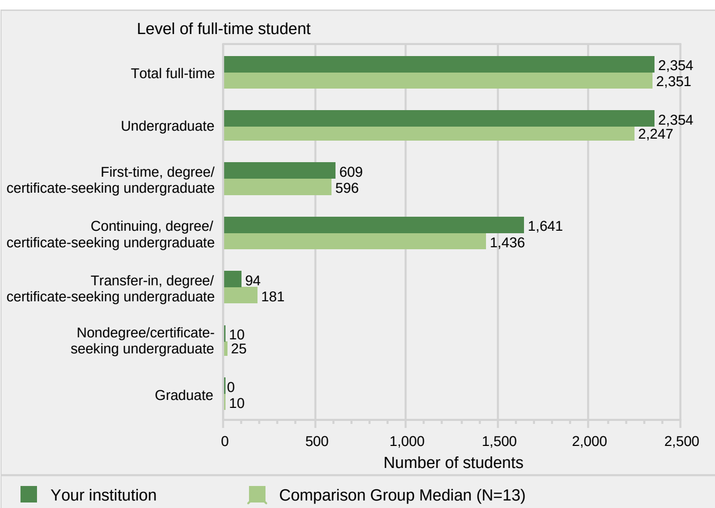
Figure 2. Enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

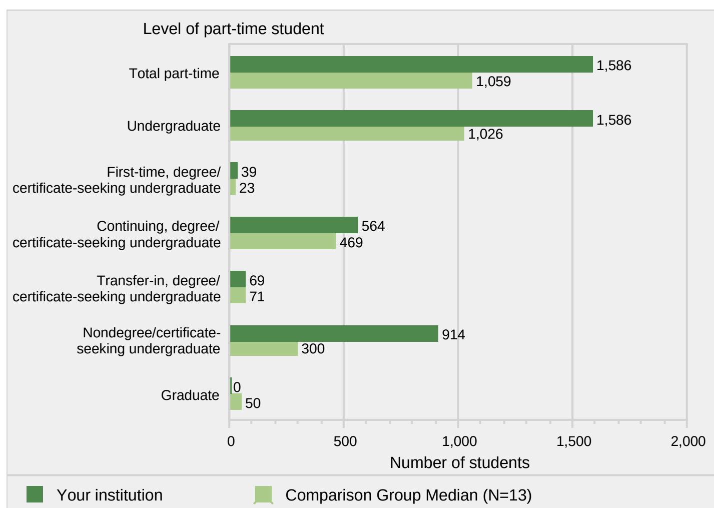
Figure 3. Full-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

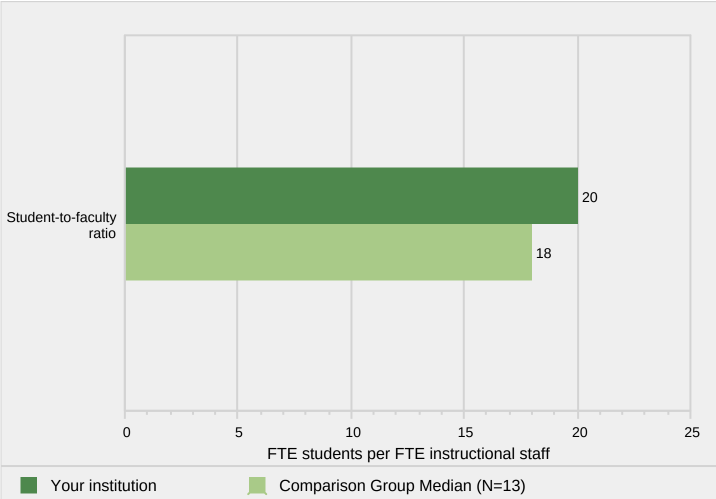
Figure 4. Part-time enrollment, by student level: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

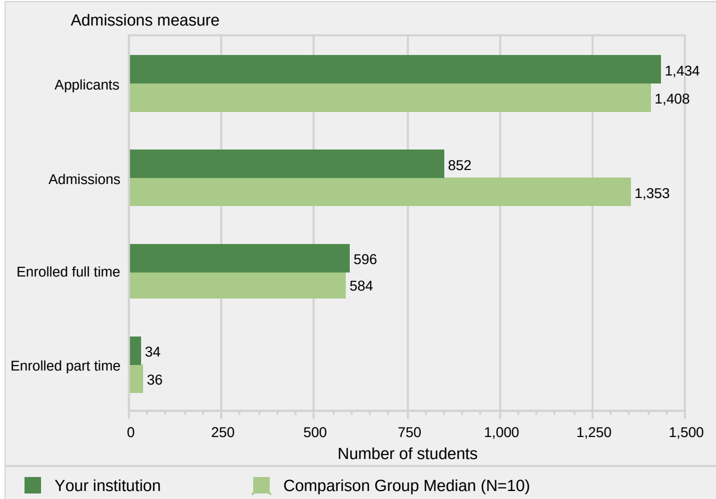
Figure 5. Student-to-faculty ratio: Fall 2008



NOTE: Student-to-faculty ratio data is presented only for institutions that have undergraduate students; graduate only institutions are not included. For details on how the ratio is calculated, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

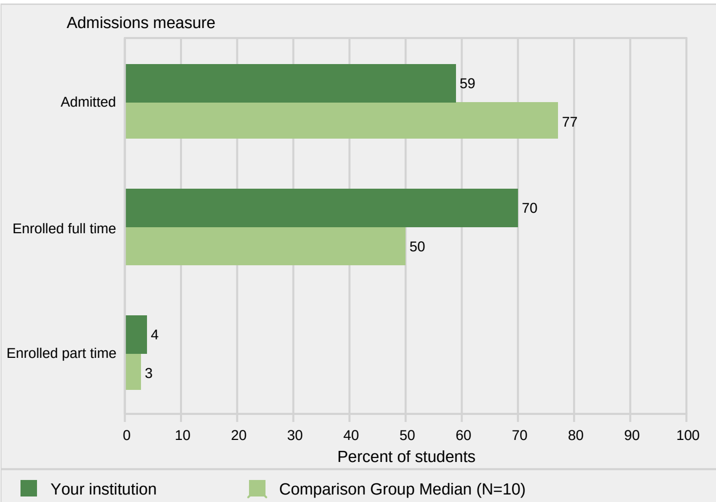
Figure 6. Number of applicants, admissions, and students enrolled full and part time: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

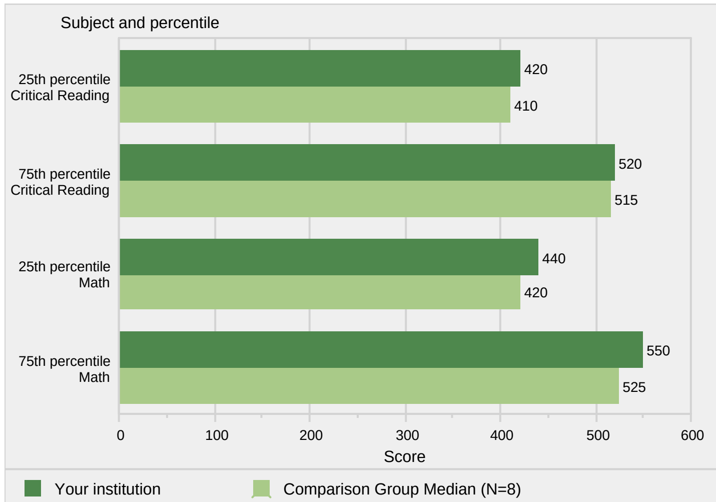
Figure 7. Percent of applicants admitted, and percent of admissions enrolled by full- and part-time status: Fall 2008



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For more information, see the Methodological Notes. Median values for the comparison group may not add to 100 percent. See "Use of Median Values for Comparison Group" for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

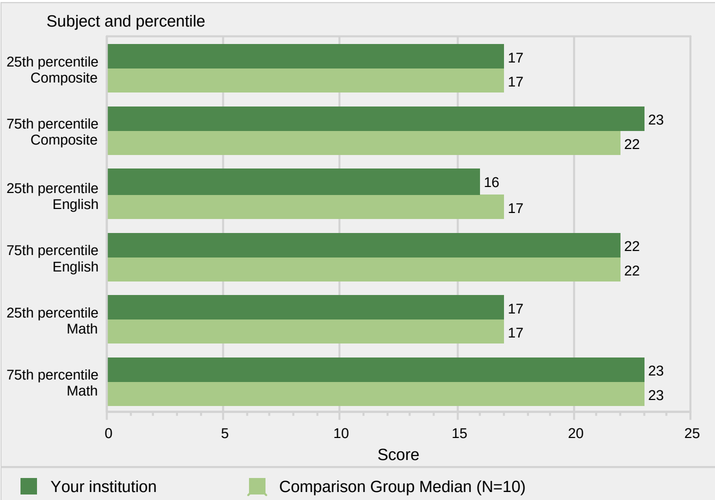
Figure 8. Percentile SAT scores of first-time, degree/certificate-seeking undergraduate students: Fall 2008



NOTE: Test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Institutions report test scores only if they are required for admission. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

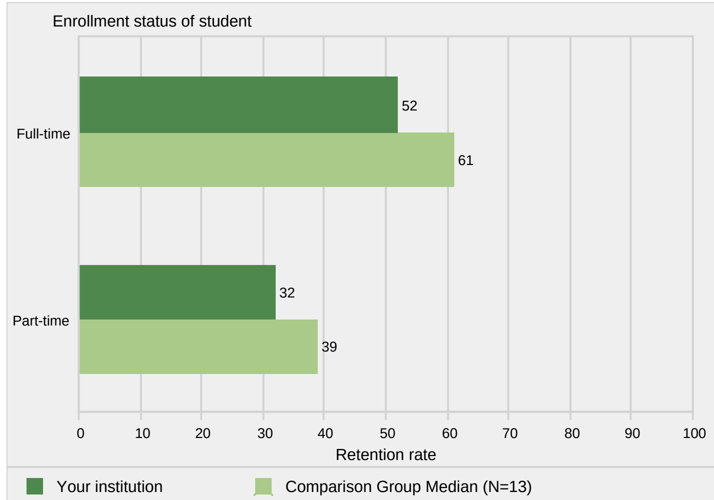
Figure 9. Percentile ACT scores of first-time, degree/certificate-seeking undergraduate students: Fall 2008



NOTE: Test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Institutions report test scores only if they are required for admission. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Institutional Characteristics component.

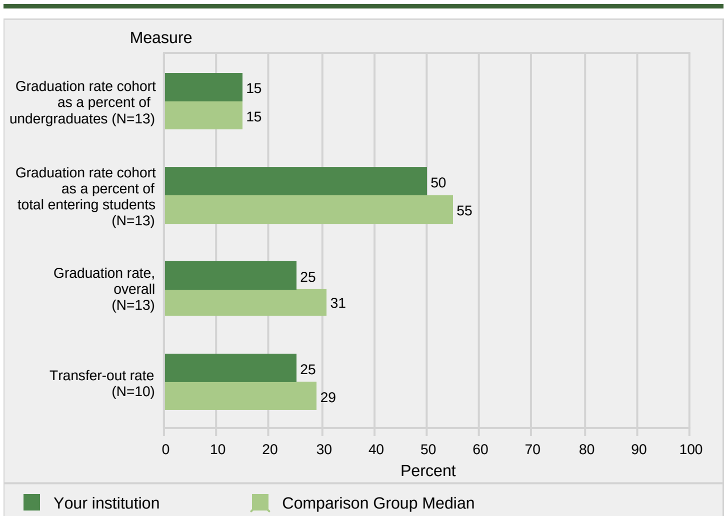
Figure 10. Retention rates of first-time, degree/certificate-seeking undergraduate students, by enrollment status: Fall 2008



NOTE: Retention rates are measured from the fall of first enrollment to the following fall. 4-yr institutions report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

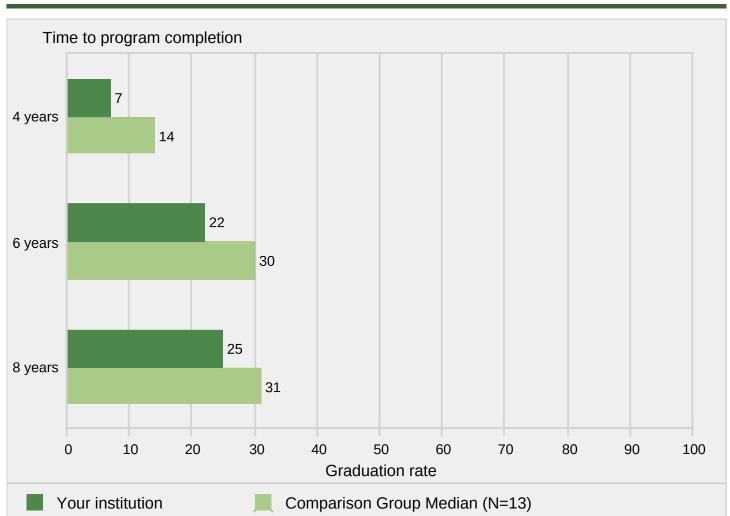
Figure 11. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2008); graduation rate and transfer-out rate (2002 cohort)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component and Fall Enrollment component.

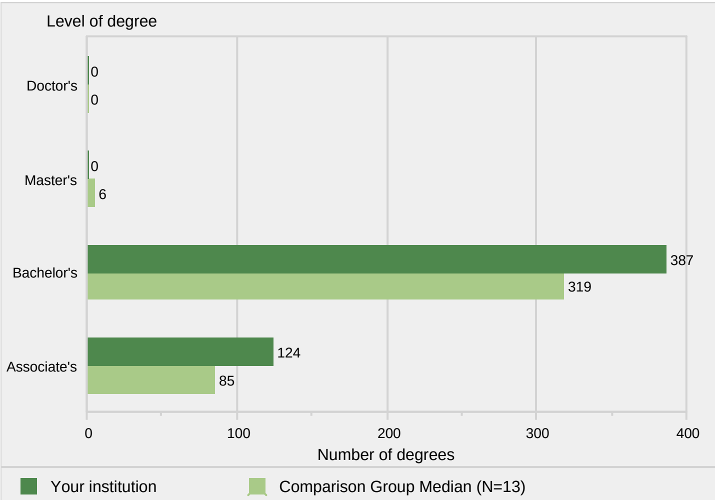
Figure 12. Bachelor's degree graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within 4 years, 6 years, and 8 years: 2000 cohort



NOTE: The 4-year and 6-year graduation rates are the Student Right-to-Know (SRK) rates; the 8-year rate is calculated using the same methodology. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

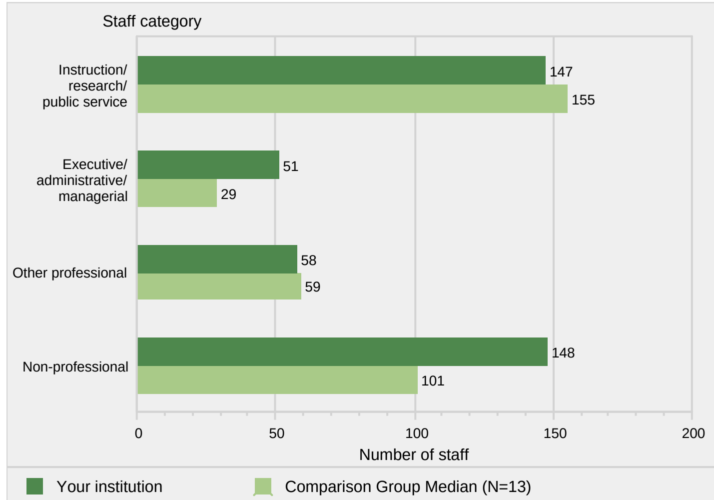
Figure 13. Number of degrees awarded, by level: Academic year 2007-08



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Completions component.

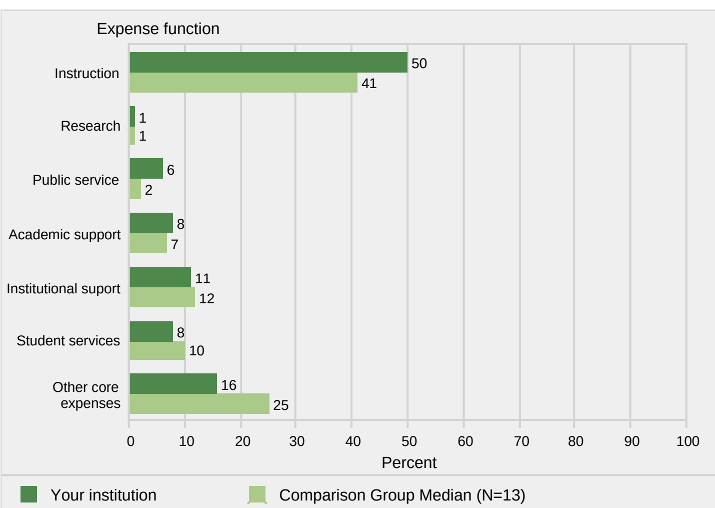
Figure 14. Full-time equivalent staff, by assigned position: Fall 2008



NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

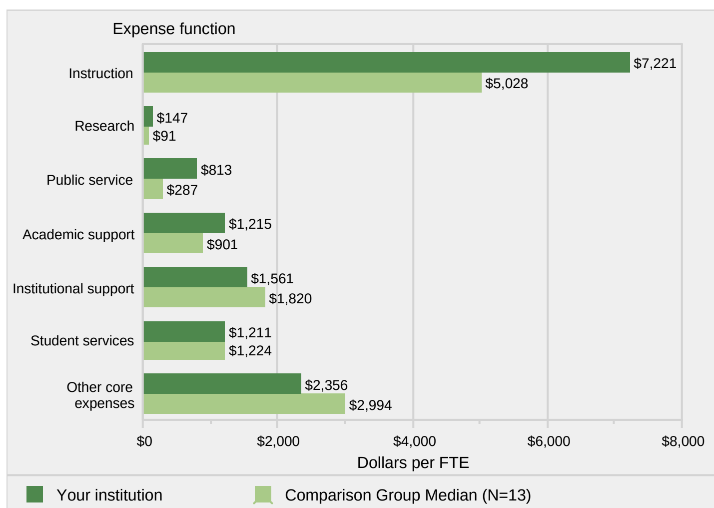
Figure 15. Percent distribution of core expenses, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

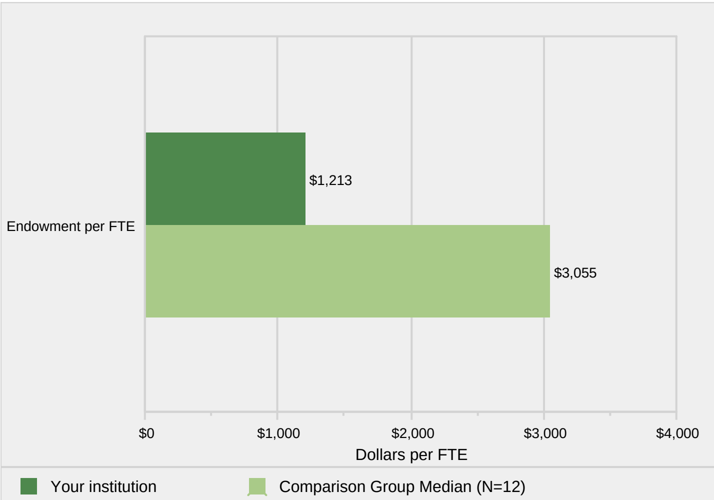
Figure 16. Core expenses per FTE enrollment, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

Figure 17. Endowment assets (year end) per FTE enrollment: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

COMPARISON GROUP

The custom comparison group chosen by Lewis-Clark State College includes the following 13 institutions:

- Black Hills State University (Spearfish, SD)
- Bluefield State College (Bluefield, WV)
- Dickinson State University (Dickinson, ND)
- Indiana University-East (Richmond, IN)
- Kentucky State University (Frankfort, KY)
- Mesa State College (Grand Junction, CO)
- Missouri Southern State University (Joplin, MO)
- Missouri Western State University (Saint Joseph, MO)
- Montana State University-Northern (Havre, MT)
- Purdue University-North Central Campus (Westville, IN)
- Shawnee State University (Portsmouth, OH)
- Southern Arkansas University Main Campus (Magnolia, AR)
- University of Minnesota-Crookston (Crookston, MN)

METHODOLOGICAL NOTES

Overview

This report is based on data supplied by institutions to IPEDS during the 2008-09 survey year. Response rates exceeded 99 percent for most surveys. Detailed response tables are included in IPEDS First Look reports, which can be found at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010.

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by July 14, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group, or you may wish to compare your institution to other groups. The Executive Peer Tool (ExPT) (http://nces.ed.gov/ipeds/datacenter/) can be used to reproduce the figures in this report using different peer groups.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percentage distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected. As such, not all notes listed below may be applicable to your report.

Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

Disaggregation of Data by Race/Ethnicity

When applicable, some statistics are disaggregated by race/ethnicity. Between survey years 2008-09 and 2010-11, the categories used for the collection and reporting of race/ethnicity data in IPEDS are transitioning to those developed in 1997 by the Office of Management and Budget, and institutions may report using either those categories, the older (1977) categories, or a mixture of both. Therefore, during the transition, only derived categories that present comparable data will be displayed. Detailed information about these changes can be found at http://nces.ed.gov/ipeds/reic/resource.asp.

Postbaccalaureate Degree Categories

In 2008-09 IPEDS, new postbaccalaureate degree categories were introduced as optional. The new categories are Doctor's degree-Research/scholarship, Doctor's degree-Professional practice, and Doctor's degree-Other. In addition, the First-professional degree and certificate categories and the single Doctor's degree category are being phased out. During the transition period, all First-professional students are reflected as graduate students, all First-professional degrees awarded are reflected as Doctor's degrees, and all Doctor's degrees reported under the new categories are aggregated under a single Doctor's degree category, so that data reported by all institutions are comparable.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Description of Statistics Used in the Figures

Core Expenses

Core expenses for public institutions using the Governmental Accounting Standards Board (GASB) standards include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For all institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Endowment Assets

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

Equated Instructional Staff Salaries

Total salary outlays for full-time instructional staff on 11/12-month contracts were equated to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by 0.8182. The equated outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for staff on less-than-9-month contracts are not included.

FTE for Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2007-08 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). If applicable, first-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2007 fall counts and applying this ratio to the 2007-08 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at http://nces.ed.gov/ipeds/glossary/.

FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know and Higher Education Opportunity Acts and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time (for the degree or certificate) before the ending status date of August 31, 2008, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full- or part-time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Salaries, Wages, and Benefits

Salaries, wages, and benefits, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage. Frequently, benefits are associated with an insurance payment. Private, for-profit institutions under FASB standards do not report salaries.

Student-to-Faculty Ratio

An institution's student-to-faculty ratio is calculated by determining the number of FTE students (using Fall Enrollment data) divided by the total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported on the EAP section of the Human Resources component). For this calculation, FTE for students is equal to the number of full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students enrolled in "stand-alone" graduate or professional programs and instructional staff teaching in these programs are excluded from the FTE calculations. "Stand-alone" graduate or professional programs are those programs such as medicine, law, veterinary, dentistry, social work, or public health, in which faculty teach virtually only graduate-level students (also referred to as "independent" programs).

Total Entering (Undergraduate-Level) Students

Total entering students are students at the undergraduate level, both full- and part-time, coming into the institution for the first time in the fall term (or the prior summer term who returned again in the fall). This includes all first-time undergraduate students, students transferring into the institution at the undergraduate level, and non-degree/certificate seeking undergraduates entering in the fall. Only degree-granting institutions report total entering students.

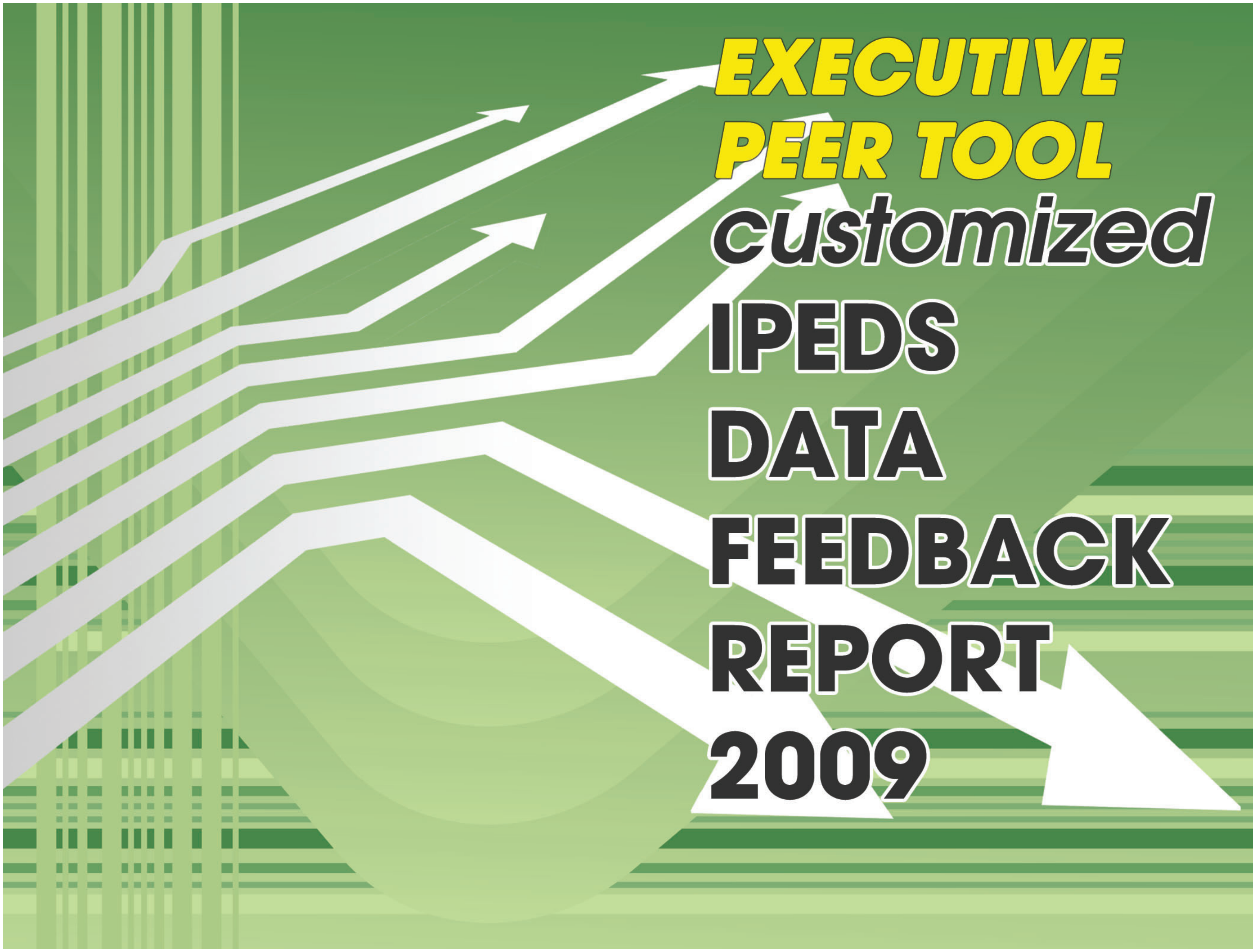
Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure. Only institutions that operate on standard academic terms will have tuition figures included in their report.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at http://nces.ed.gov/ipeds/glossary/.

NATIONAL CENTER FOR EDUCATION STATISTICS



Eastern Idaho Technical College
Idaho Falls, ID

IPEDS

The Integrated Postsecondary Education Data System (IPEDS) is the nation's core postsecondary education data collection program. It is a single, comprehensive system designed to encompass all institutions and educational organizations whose primary purpose is to provide postsecondary education. For additional information see http://nces.ed.gov/ipeds.

IPEDS DATA FEEDBACK REPORT

October, 2009

Dear Institutional Executive:

The National Center for Education Statistics is pleased to provide you with your institution's annual ***IPEDS Data Feedback Report***. The report compares data provided by your institution in 2008-09 through the Integrated Postsecondary Education Data System (IPEDS) to data for a similar group of institutions. Like last year, your institution was given the opportunity to select its own comparison group. We strongly encourage institutions to take advantage of the opportunity to select the other institutions to which they want to be compared in the report, as they generally find the report more informative. If your institution did not submit its own group, IPEDS identified a comparison group for you (see the list toward the back of this report for the institutions in your comparison group).

I also encourage you to visit the IPEDS Executive Peer Tool (ExPT) at http://nces.ed.gov/ipeds/datacenter/. Not only can you download a PDF of this report as it was sent to you, you can also select a different comparison group and recreate the full report in PDF format. In addition, there are a number of extra figures available in the ExPT that are not included in your original report.

Thank you for supporting IPEDS throughout the data collection process. Without your support and the high quality data that your institution provides, these reports would not be possible. If you have any comments on how we can improve the Data Feedback Report or the ExPT, please send them to ipedsdatafeedback@ed.gov.

Best regards,

Elise S. Miller

Elise S. Miller
IPEDS Program Director

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from nearly 6,700 institutions across the United States whose primary purpose is to provide postsecondary education. IPEDS collects institution-level data on students (enrollment and graduation rates), student charges, program completions, faculty, staff, and finances.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (http://collegenavigator.ed.gov), to aid in the college search process. For more information about IPEDS, see http://nces.ed.gov/ipeds.

What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. Our goal is to produce a report that is useful to institutional executives and that may help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures provided in this report are those suggested by the IPEDS Technical Review Panel. They were developed to provide selected indicators and data elements for your institution and a comparison group of institutions. The figures are based on data collected during the 2008-09 IPEDS collection cycle and are the most recent data available. Additional information about these indicators is provided in the Methodological Notes at the end of the report. Following the figures is a list of the institutions in your comparison group and the criteria used for their selection. Please refer to "Comparison Group" in the Methodological Notes for more information.

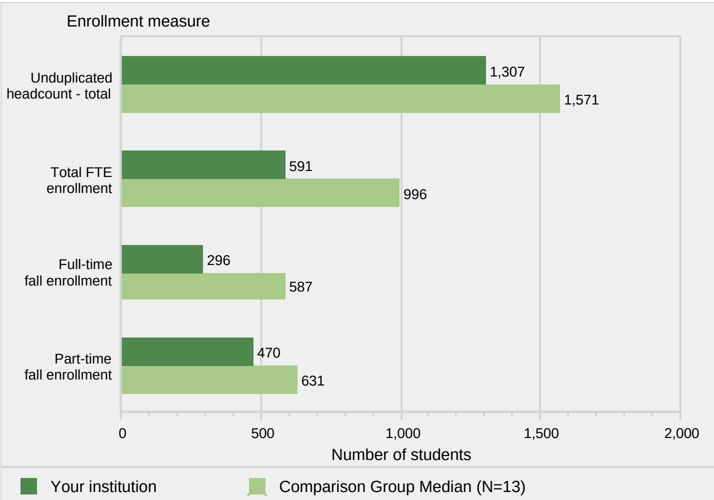
How Can I Use This Report?

Upon receiving your Data Feedback Report (DFR), we strongly encourage you to discuss its contents with your institution's IPEDS keyholder, or other institutional research professionals. Keyholders, appointed by institutional executives, coordinate the institution's IPEDS data submission, frequently working with colleagues across the institution to ensure timely and accurate reporting. Your keyholder can answer questions about how IPEDS data are submitted, how individual indicators are defined, and how to interpret differences between your institution and the group to which it was compared. She or he can also assist you in identifying more appropriate comparison groups, if needed. After discussing the DFR with your keyholder, we encourage you to share it with your campus leadership team. With their assistance, other ways to make use of the DFR can be considered, including how to appropriately incorporate the DFR into existing strategic planning efforts and whether to share parts of the DFR with on- and off-campus stakeholders, including students, staff, faculty, governance board members, community leaders, media, and state and local officials. We are committed to ensuring the DFR is useful to campus executives. If after working with the DFR you have suggestions for future improvements, please send them to ipedsdatafeedback@ed.gov.

Where Can I Do More with IPEDS Data?

The Executive Peer Tool (ExPT), available through the IPEDS Data Center (http://nces.ed.gov/ipeds/datacenter), is designed to provide campus executives easy access to institutional and comparison group data. Using the ExPT, you can produce reports using different comparison groups and access a wider range of IPEDS variables.

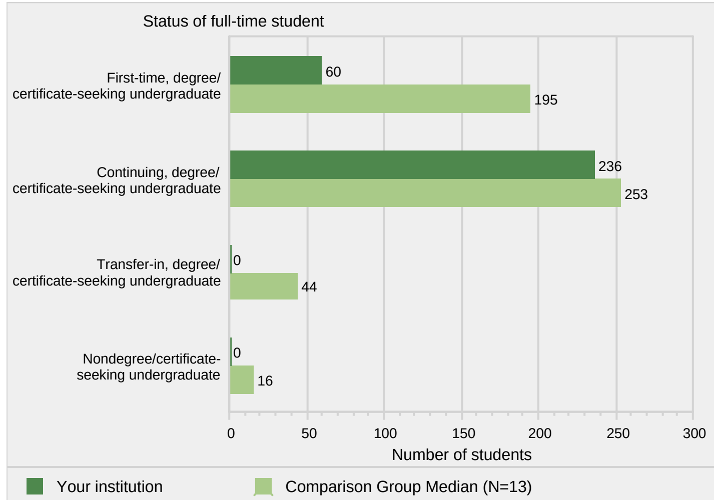
Figure 1. Unduplicated 12-month headcount, total FTE enrollment (academic year 2007-08), and full- and part-time fall enrollment (Fall 2008)



NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes at the end of this report. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Enrollment component.

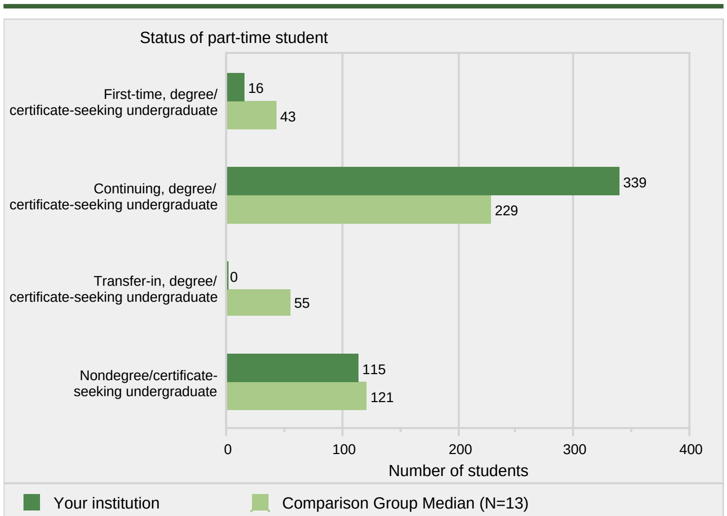
Figure 2. Full-time enrollment by degree/certificate seeking status: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

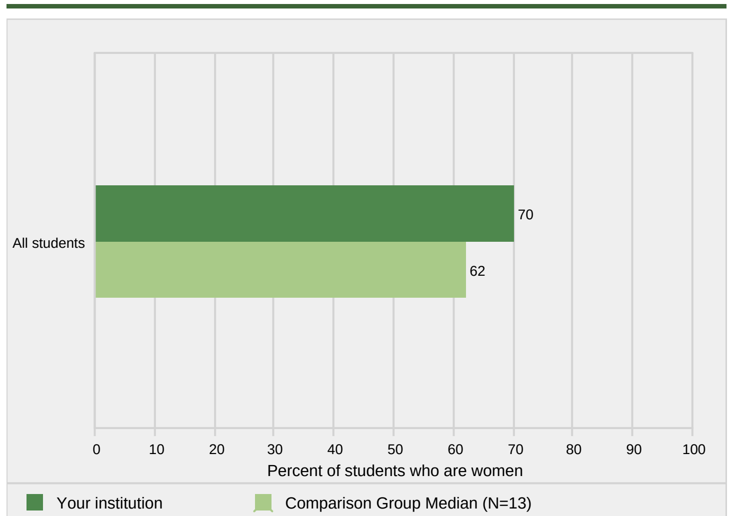
Figure 3. Part-time enrollment by degree/certificate seeking status: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

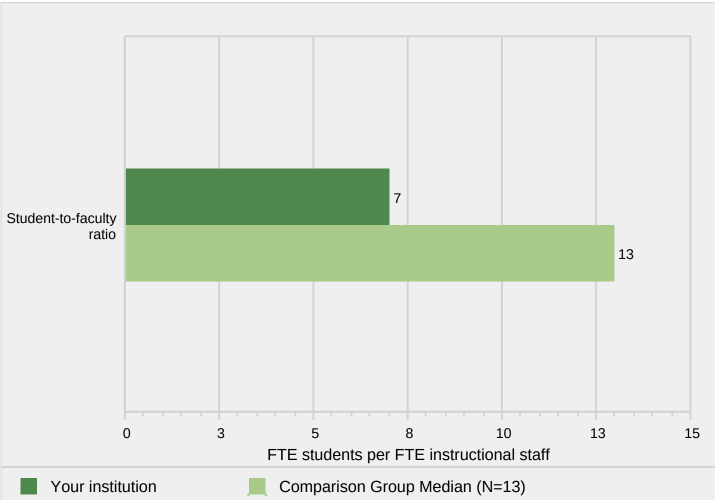
Figure 4. Percent of students enrolled who are women: Fall 2008



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

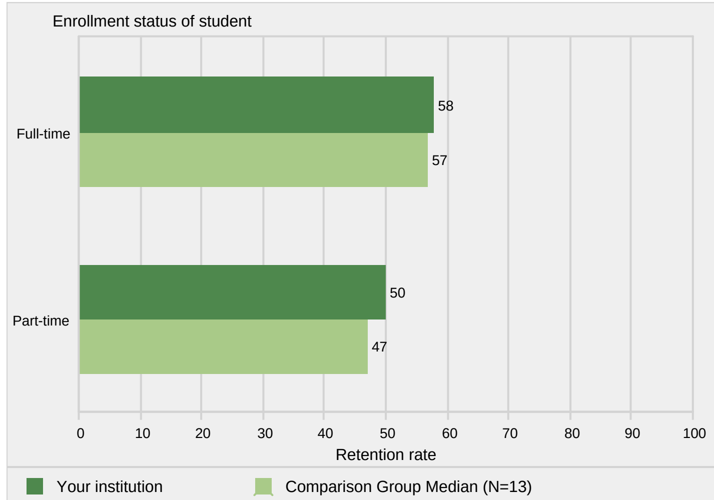
Figure 5. Student-to-faculty ratio: Fall 2008



NOTE: Student-to-faculty ratio data is presented only for institutions that have undergraduate students; graduate only institutions are not included. For details on how the ratio is calculated, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

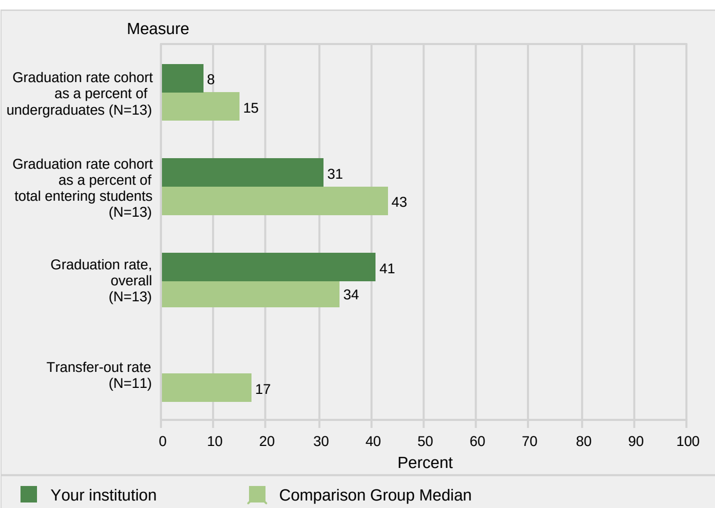
Figure 6. Retention rates of first-time, degree/certificate-seeking undergraduate students, by enrollment status: Fall 2008



NOTE: Retention rates are measured from the fall of first enrollment to the following fall. 4-yr institutions report retention rates for students seeking a bachelor's degree. For more information, see the Methodological Notes at the end of this report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Fall Enrollment component.

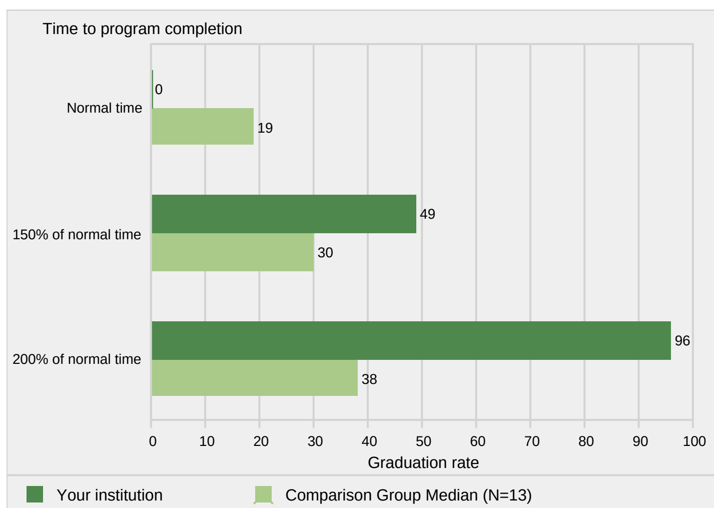
Figure 7. Graduation rate cohort as a percent of all undergraduates and as a percent of total entering students (Fall 2008); graduation rate and transfer-out rate (2005 cohort)



NOTE: Graduation rate cohort includes all full-time, first-time, degree/certificate-seeking undergraduate students. Entering class includes all students coming to the institution for the first time. Only institutions with a mission to prepare students to transfer are required to report transfers out. Graduation and transfer-out rates are the Student Right-to-Know rates. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component and Fall Enrollment component.

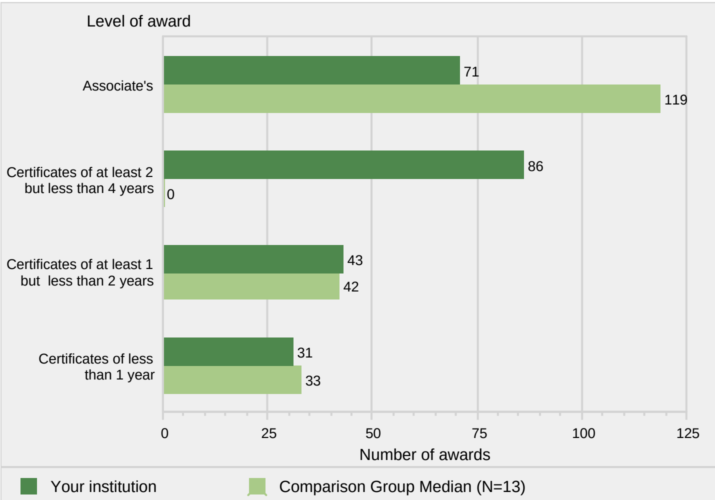
Figure 8. Graduation rates of full-time, first-time, degree/certificate-seeking undergraduates within normal time, and 150% and 200% of normal time to completion: 2004 cohort



NOTE: The Normal time and 150% graduation rates are the Student Right-to-Know (SRK) rates; the 200% rate is calculated using the same methodology. For more information see the Methodological Notes at the end of the report. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Graduation Rates component.

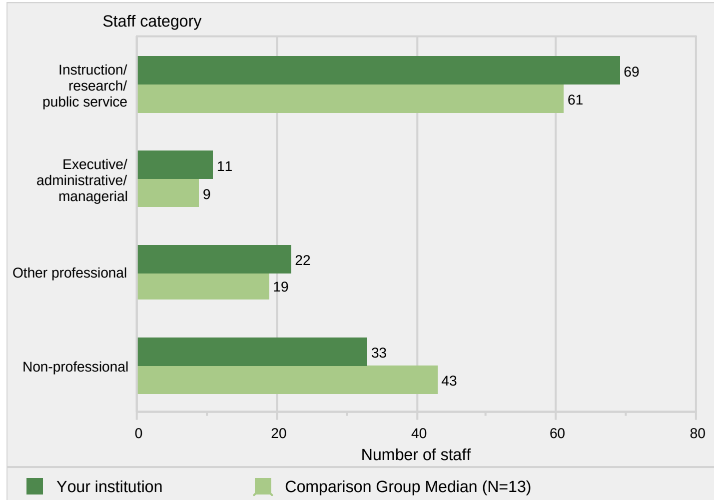
Figure 9. Number of degrees or certificates awarded, by level: Academic year 2007-08



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, Completions component.

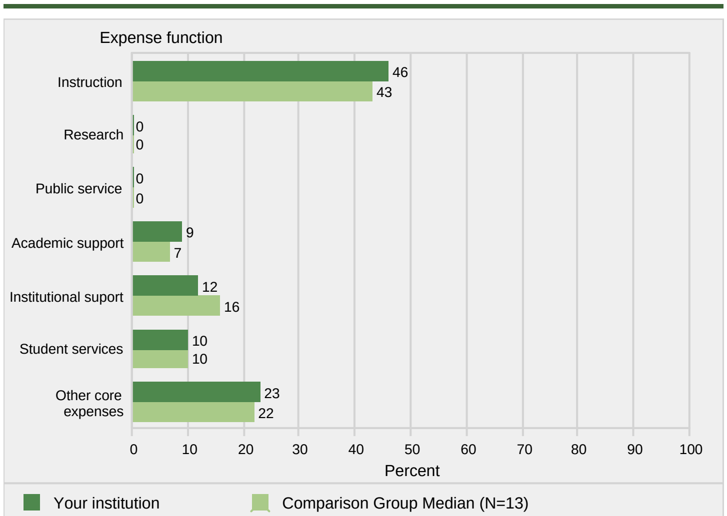
Figure 10. Full-time equivalent staff, by assigned position: Fall 2008



NOTE: Graduate assistants are not included in this figure. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2008-09, Human Resources component.

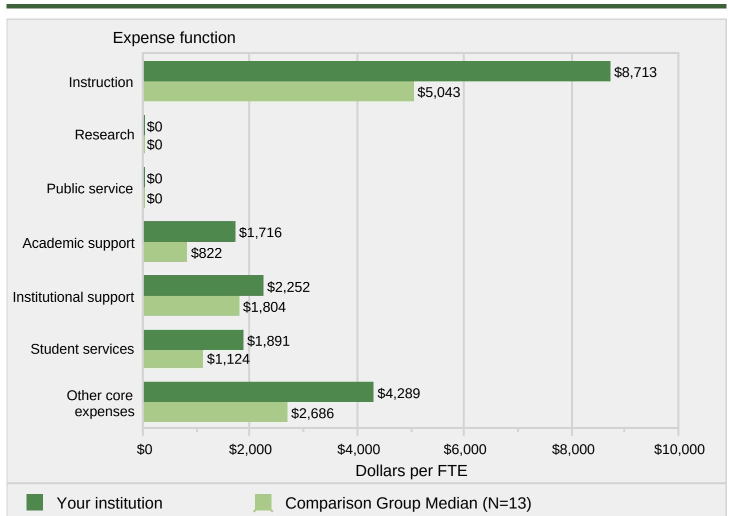
Figure 11. Percent distribution of core expenses, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

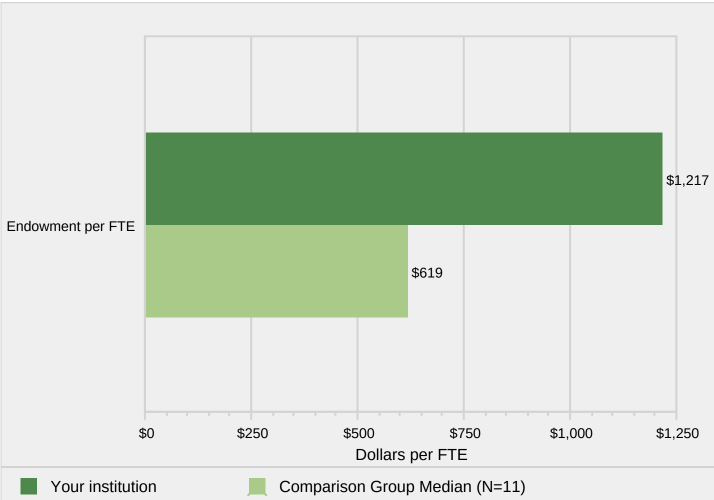
Figure 12. Core expenses per FTE enrollment, by function: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2008, 12-month Enrollment component and Spring 2009, Finance component.

Figure 13. Endowment assets (year end) per FTE enrollment: Fiscal year 2008



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the focus institution. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2009, Finance component.

COMPARISON GROUP

The custom comparison group chosen by Eastern Idaho Technical College includes the following 13 institutions:

- Brunswick Community College (Supply, NC)
- Clarendon College (Clarendon, TX)
- Eastern Wyoming College (Torrington, WY)
- Itasca Community College (Grand Rapids, MN)
- James Sprunt Community College (Kenansville, NC)
- Jefferson Davis Community College (Brewton, AL)
- Lake Area Technical Institute (Watertown, SD)
- McDowell Technical Community College (Marion, NC)
- North Florida Community College (Madison, FL)
- Ozarka College (Melbourne, AR)
- Rich Mountain Community College (Mena, AR)
- Tri-County Community College (Murphy, NC)
- Western Dakota Technical Institute (Rapid City, SD)

METHODOLOGICAL NOTES

Overview

This report is based on data supplied by institutions to IPEDS during the 2008-09 survey year. Response rates exceeded 99 percent for most surveys. Detailed response tables are included in IPEDS First Look reports, which can be found at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010.

Comparison Groups

Comparison group data are included to provide a context for interpreting your institution's statistics. If your institution did not define a Custom Comparison Group for this report by July 14, NCES selected a comparison group for you based on the institutional characteristics detailed immediately above the listing of the comparison group institutions. (If the Carnegie Classification of Institutions of Higher Education was used as an institutional characteristic in the definition of a comparison group, the 2005 Basic version was used.) The comparison group used in this report may not reflect your institution's peer group, or you may wish to compare your institution to other groups. The Executive Peer Tool (ExPT) (http://nces.ed.gov/ipeds/datacenter/) can be used to reproduce the figures in this report using different peer groups.

Use of Median Values for Comparison Group

The value for the focus institution is compared to the median value for the comparison group for each statistic included in the figure. If more than one statistic is presented in a figure, the median values are determined separately for each indicator or statistic. Where percentage distributions are presented, median values may not add to 100 percent. Through the ExPT, users have access to all of the data used to create the figures included in this report.

Missing Statistics

If a statistic is not reported for your institution, the omission indicates that the statistic is not relevant to your institution and the data were not collected. As such, not all notes listed below may be applicable to your report.

Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

Disaggregation of Data by Race/Ethnicity

When applicable, some statistics are disaggregated by race/ethnicity. Between survey years 2008-09 and 2010-11, the categories used for the collection and reporting of race/ethnicity data in IPEDS are transitioning to those developed in 1997 by the Office of Management and Budget, and institutions may report using either those categories, the older (1977) categories, or a mixture of both. Therefore, during the transition, only derived categories that present comparable data will be displayed. Detailed information about these changes can be found at http://nces.ed.gov/ipeds/reic/resource.asp.

Postbaccalaureate Degree Categories

In 2008-09 IPEDS, new postbaccalaureate degree categories were introduced as optional. The new categories are Doctor's degree-Research/scholarship, Doctor's degree-Professional practice, and Doctor's degree-Other. In addition, the First-professional degree and certificate categories and the single Doctor's degree category are being phased out. During the transition period, all First-professional students are reflected as graduate students, all First-professional degrees awarded are reflected as Doctor's degrees, and all Doctor's degrees reported under the new categories are aggregated under a single Doctor's degree category, so that data reported by all institutions are comparable.

Cohort Determination for Reporting Student Financial Aid and Graduation Rates

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Description of Statistics Used in the Figures

Core Expenses

Core expenses for public institutions using the Governmental Accounting Standards Board (GASB) standards include expenses for instruction, research, public service, academic support, institutional support, student services, operation and maintenance of plant, depreciation, scholarships and fellowships, other expenses, and nonoperating expenses. Core expenses for private, not-for-profit and public institutions reporting under the Financial Accounting Standards Board (FASB) standards include expenses for instruction, research, public service, academic support, student services, institutional support, net grant aid to students, and other expenses. For all institutions, core expenses exclude expenses for auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations. Expenses for operation and maintenance of plant for GASB institutions are included in other core expenses, but are allocated to each of the other functions for FASB institutions.

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment income; other operating and nonoperating sources; and other revenues and additions. Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private gifts, grants, and contracts; investment return; sales and services of educational activities; and other sources. Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government appropriations (federal, state, and local); government grants and contracts; private grants and contracts; net investment income; sales and services of educational activities; and other sources. In general, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores, dormitories), hospitals, and independent operations.

Endowment Assets

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

Equated Instructional Staff Salaries

Total salary outlays for full-time instructional staff on 11/12-month contracts were equated to 9/10-month outlays by multiplying the outlay for 11/12-month contracted instructional staff by 0.8182. The equated outlays were then added to the outlays for 9/10-month instructional staff to determine an average salary for each rank. Salaries for staff on less-than-9-month contracts are not included.

FTE for Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 2007-08 12-month Enrollment component) plus the estimated FTE of first-professional students. Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). If applicable, first-professional FTE is estimated by calculating the ratio of full-time to part-time first-professional students from the 2007 fall counts and applying this ratio to the 2007-08 12-month unduplicated headcount of first-professional students. The estimated number of full-time students is added to one-third of the estimated number of part-time students. See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at http://nces.ed.gov/ipeds/glossary/.

FTE for Staff

The full-time equivalent (FTE) of staff is calculated by summing the total number of full-time staff from the Employees by Assigned Position (EAP) section of the Human Resources component and adding one-third of the total number of part-time staff.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know and Higher Education Opportunity Acts and are defined as the total number of individuals from a given cohort of full-time, first-time, degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time (for the degree or certificate) before the ending status date of August 31, 2008, divided by the entire cohort of full-time, first-time, degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission. Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution within the same time period, divided by the same adjusted cohort. Only institutions with a mission that includes preparing students to transfer are required to report transfers out.

Retention Rates

Full-time retention rates are defined as the number of full-time, first-time, degree/certificate-seeking undergraduate students who enter the institution for the first time in the fall and who return to the same institution the following fall (as either full- or part-time), divided by the total number of full-time, first-time, degree/certificate-seeking undergraduates in the fall of first entrance. Part-time retention rates are similarly defined. For 4-year institutions offering a bachelor's degree, this rate is reported only for those students seeking a bachelor's degree. For less than 4-year institutions, the rate is calculated for all degree/certificate-seeking students.

Salaries, Wages, and Benefits

Salaries, wages, and benefits, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage. Frequently, benefits are associated with an insurance payment. Private, for-profit institutions under FASB standards do not report salaries.

Student-to-Faculty Ratio

An institution's student-to-faculty ratio is calculated by determining the number of FTE students (using Fall Enrollment data) divided by the total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported on the EAP section of the Human Resources component). For this calculation, FTE for students is equal to the number of full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students enrolled in "stand-alone" graduate or professional programs and instructional staff teaching in these programs are excluded from the FTE calculations. "Stand-alone" graduate or professional programs are those programs such as medicine, law, veterinary, dentistry, social work, or public health, in which faculty teach virtually only graduate-level students (also referred to as "independent" programs).

Total Entering (Undergraduate-Level) Students

Total entering students are students at the undergraduate level, both full- and part-time, coming into the institution for the first time in the fall term (or the prior summer term who returned again in the fall). This includes all first-time undergraduate students, students transferring into the institution at the undergraduate level, and non-degree/certificate seeking undergraduates entering in the fall. Only degree-granting institutions report total entering students.

Tuition and Required Fees

Tuition is defined as the amount of money charged to students for instructional services; required fees are those fixed sum charges to students for items not covered by tuition that are required of such a large proportion of all students that the student who does not pay the charge is an exception. The amounts used in this report are for full-time, first-time, degree/certificate-seeking undergraduates and are those used by the financial aid office to determine need. For institutions that have differential tuition rates for in-district or in-state students, the lowest tuition rate is used in the figure. Only institutions that operate on standard academic terms will have tuition figures included in their report.

Additional Methodological Information

Additional methodological information on the IPEDS components can be found in the publications available at http://nces.ed.gov/pubsearch/getpubcats.asp?sid=010. Additional definitions of variables used in this report can be found in the IPEDS online glossary available at http://nces.ed.gov/ipeds/glossary/.

SUBJECT

Proposed Rule changes to IDAPA 08.02.02. - Idaho Comprehensive Literacy Assessment

REFERENCE

October 15, 2009	The State Board of Education approved the proposed changes to Section 33-1207A and directed the Executive Director to make any non-substantive changes as necessary for the legislation to move through the Governor's legislative process.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1207A, Idaho Code
IDAPA 08.02.02.015.03a and 08.02.02.017

BACKGROUND/DISCUSSION

The Idaho Comprehensive Literacy Assessment was part of the legislation package that created the Idaho Reading initiative in 1999. In an effort to ensure preservice teachers entering the classroom were competent in literacy, the requirement for a single statewide assessment was put into Idaho Code. At that time, procedures were not developed and it was left to the literacy professors at the institutions to design and administer this statewide assessment. Now, ten years later, the administration of a single statewide assessment has become increasingly confusing as the numbers of test takers increase and the requirements for reliability leave open the question as to who is responsible. Also, requirements for specific design of the assessment were written into Code thereby limiting any updated design.

To address the situation the 2010 Legislature passed HB 637, which placed the responsibility upon the individual universities and college for the assessment. The legislation also states that "The state board shall review teacher preparation programs at the institutions of higher education under its supervision and shall assure that the course offerings and graduation requirements are consistent with the state board approved, research based "Idaho Comprehensive Literacy Plan."

This proposed Rule is in response to the Legislation.

IMPACT

All K-12 teacher preparation programs will be required to implement a preservice assessment measure for literacy comprehension. Previously K-8 teacher preparation programs required the literacy comprehension assessment.

ATTACHMENTS

Attachment 2 – Proposed Rule
IDAPA 08.02.02.015 and 08.02.02.017 Page 3

STAFF COMMENTS AND RECOMMENDATIONS

In response to HB 637, this Rule sets up the guidelines for the universities and college to follow in designing the comprehensive literacy assessment. It also addresses the requirement for teachers working on interim certificate alternate routes or coming from out of state.

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 as a Pending Rule.

BOARD ACTION

I move to approve the Proposed Rule changes to IDAPA 08.02.02 as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

008. -- 011. (RESERVED).

~~**011. TECHNOLOGY STANDARDS.**~~
~~The proliferation of technology in our daily lives makes it essential that certificated educators are technologically literate. The State Board of Education has established a statewide goal that teachers and administrators be trained in the use of technology for education. (5-3-03)~~

~~**01. Preservice Competency**. All applicants for initial Idaho certification (Kindergarten through grade 12) from an Idaho approved teacher education program must demonstrate proficiency in relevant technology skills and practices to enhance classroom management and instruction as evidenced by the technology requirements of the teacher preparation program. (4-2-08)~~

~~**02. Out-of-State Applicants**. Out-of-state applicants will be reviewed by the hiring district for technology deficiencies and may be required to take technology courses to improve his technology skills. (4-2-08)~~

012. ACCREDITED INSTITUTION.
For purposes of teacher certification, an accredited school, college, university, or other teacher training institution is considered by the Idaho State Board of Education to be one that is accredited by a regional accrediting association recognized by the State Board of Education or an alternative model approved by the State Board of Education. (Sections 33-107; 33-114; 33-1203, Idaho Code) (4-1-97)

013. CERTIFICATION OF TEACHERS TRAINED IN FOREIGN INSTITUTIONS.
Considering credentials for teacher certification submitted by persons trained in the institutions of foreign countries will be initiated by a translation and evaluation of the applicant's credentials. (4-1-97)

01. Determination of Eligibility. Determination of eligibility for certification will be made by the State Department of Education as the agent of the State Board of Education. Appeals may be made to the Professional Standards Commission, (PSC). (Section 33-1209, Idaho Code) (3-16-04)

02. Other Procedures. All other procedures in effect at the time must be followed at the time of application. (4-1-97)

014. CERTIFICATES ISSUED TO APPLICANTS FROM REGIONALLY ACCREDITED INSTITUTIONS.

01. The Department of Education. The department of education is authorized to issue Idaho Certificates to applicants from regionally accredited institutions meeting requirements for certification or equivalent (i.e., those based on a bachelor's degree) in other states when they substantially meet the requirements for the Idaho Certificate. (Sections 33-1203; 33-2203 Idaho Code) (3-16-04)

02. The State Division of Professional-Technical Education. The state division of professional-technical education is authorized to determine whether applicants meet the requirements for instructing or administering professional-technical programs at the secondary and postsecondary levels. (Section 33-2203, Idaho Code) (3-16-04)

015. IDAHO INTERIM CERTIFICATE.

01. Issuance of Interim Certificate. The State Department of Education is authorized to issue a three-year (3) interim certificate to those applicants who hold a valid certificate/license from another state or other entity that participates in the National Association of State Directors of Teacher Education and Certification (NASDTEC) Interstate Agreement. An interim certificate is nonrenewable except under extenuating circumstances. (4-2-08)

a. **Idaho Comprehensive Literacy Course**. For all Idaho teachers working on interim certificates, alternate routes or coming from out of the state, completion of a state approved reading instruction course shall be a one-time requirement for full certification. ( )

b. **Technology**. Out-of-state applicants will be reviewed by the hiring district for technology deficiencies and may be required to take technology courses to improve technology skills. ( )

02. Foreign Institutions. An educator having graduated from a foreign institution that is listed in the Accredited Degree-Granting Institutions section of the "Accredited Institutions of Postsecondary Education" and having a valid/current teaching certificate/license from the country or province in which the foreign institution is located, may be issued a non-renewable, three (3) year interim certificate. The applicant must also complete the requirements listed in Section 013 of these rules. (4-2-08)

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" course consists of three (3) credits (or forty-five (45) contact hours of in-service training). Teachers and administrators shall take one (1) of the three (3) 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. The following individuals listed in Subsection 016.01.a. through 016.01.e. shall successfully complete the "Mathematical Thinking for Instruction" course in order to recertify: (3-29-10)

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); (3-29-10)

b. Each teacher holding a Standard Elementary Certificate (K-8); (3-29-10)

c. Each teacher holding a Standard Secondary Certificate (6-12) teaching in a math content classroom (grade six (6) through grade twelve (12)) including Title I classrooms; (3-29-10)

d. Each teacher holding a Standard Exceptional Child Certificate (K-12); and (3-29-10)

e. Each school administrator holding an Administrator Certificate (Pre K-12). (3-29-10)

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" course consists of three (3) credits (or forty-five (45) contact hours of in-service training). (3-29-10)

017. CONTENT, PEDAGOGY AND PERFORMANCE ASSESSMENT FOR CERTIFICATION.

01. Assessments. State Board of Education approved content, pedagogy and performance area assessments shall be used in the state of Idaho to ensure qualified teachers are employed in Idaho's classrooms. The Professional Standards Commission shall recommend assessments and qualifying scores to the State Board of Education for approval. (4-2-08)

02. Out-of-State Waivers. An out-of-state applicant for Idaho certification holding a current certificate may request a waiver from the above requirement. The applicant shall provide evidence of passing a state approved content, pedagogy and performance area assessment(s) or hold current National Board for Professional Standards Teaching Certificate. (4-2-08)

03. **Comprehensive Literacy Assessment.** All applicants for initial Idaho certification (Kindergarten through grade 12) from an Idaho approved teacher education program must demonstrate competency in comprehensive literacy. Areas to be included as part of the assessment are: phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and assessments and intervention strategies. Each Idaho public higher education institution shall be responsible for the assessment of teacher candidates in its teacher preparation program. The assessment must measure teaching skills and knowledge congruent with current research on best literacy practices for elementary students or secondary students (adolescent literacy) dependent upon level of certification. In addition the assessment must measure understanding and the ability to apply strategies and beliefs and language, literacy instruction, and assessments based on current research on best practices congruent with International Reading Association/National Council of Teachers of English standards, National English Language Learner's Association professional teaching standards, National Council for Accreditation of Teacher Education standards, and state accreditation standards. ( )

04. **Technology Assessment.** All applicants for initial Idaho certification (Kindergarten through grade 12) from an Idaho approved teacher education program must demonstrate proficiency in technology skills and practices to enhance classroom management and instruction. Each Idaho public higher education institution shall be responsible for the assessment of teacher candidates in its teacher preparation program. The assessment must measure understanding and ability to apply strategies integrating the use of technology in the classroom based on current research and best practices congruent with the International Society for Technology in Education professional teaching standards, the National Council for Accreditation of Teacher Education standards, and state accreditation standards.
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SUBJECT

Proposed Rule Changes to IDAPA 08.02.03.105.03 – Alternate Graduation Mechanisms

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.105.03

BACKGROUND/DISCUSSION

Currently IDAPA 08.02.03.105.03 states, if a student fails to achieve a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test (ISAT) school districts and LEAs shall provide an alternate mechanism, or plan, for graduation from high school if the student requests it and is qualified. There are no clear requirements, guidelines or procedures for districts/LEAs to follow in developing the plan and the plan is only required if the student requests it.

Board staff in conjunction with the State Department of Education has developed guidelines and procedures for the development of alternate graduation plans that will aid at risk students who are failing the ISAT and dropping out of high school because they believe there are no alternatives for them. These guidelines will be made available both on the Board and Department websites.

IMPACT

School districts and LEAs will be required to develop an alternate plan for graduation for all students that fail the 10^{th} grade ISAT. The plan shall include multiple measures and will be made available to all qualifying students during the spring semester of their junior year.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03.105.03	Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This Rule requires school districts/LEAs to have an alternate plan for graduation in place. It also gives guidelines in developing the plan and sets the timing for making it available to those students who qualify. The previous language only required an alternate plan for graduation if requested by the student.

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 as a Pending Rule.

BOARD ACTION

I move to approve the Proposed Rule changes to IDAPA 08.02.03.105.03 – Alternate Graduation Mechanisms as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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~~ plan. School districts or LEAs shall adopt an alternate plan and provide notice of that plan to all students who have not achieved a proficient or advanced score on the Grade 10 ISAT by the fall semester of the students' junior year. All locally established ~~mechanisms~~ alternate plans used to demonstrate proficiency ~~will~~ shall 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~~ plans must be promptly re-submitted to the Board whenever changes are made ~~in their~~ to such plans. (5-8-09)

a. Before entering an alternate ~~measure~~ plan, 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~~ junior year. (3-20-04)

b. The ~~measure~~ alternate plan must ~~be~~: (5-8-09)

i. Contain multiple measures of student achievement;

ii. Be a~~A~~ligned at a minimum to tenth grade state content standards; (3-20-04)

iii. Be a~~A~~ligned to the state content standards for the subject matter in question;(5-8-09)

~~iii~~iv. Be v~~V~~alid and reliable; and (5-8-09)

~~i~~v. Ninety percent (90%) of the alternate plan criteria ~~of the measure, or combination of measures,~~ must be based on academic proficiency and performance. (3-20-04)

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SUBJECT

Proposed Rule changes to IDAPA 08.01.11 – Registration of Post-Secondary education Institutions and Proprietary Schools

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.01.11
Section 33-2400, Idaho Code

BACKGROUND/DISCUSSION

The proposed changes to IDAPA 08.01.11 corrects references and provides general language clean up. Additionally, changes to subsection 100 (Recognition of Accreditation Organizations) eliminates the listing of the specific regional accrediting entities that are recognized by both the United States Department of Education and the Council for Higher Education Accreditation, simplifying the language and stating that the Board recognizes accreditation organization that are recognized and in good standing by both of these entities.

Other changes eliminate the requirement for a new application should a postsecondary educational institution or proprietary school wish to add courses during the registration period, changing the requirement to a notification of the additional courses. Additionally, it will be required that all advertising material for proprietary schools must accurately represent the purpose of the school.

IMPACT

The proposed changes will clean up existing language within the rule and allow for staff to more efficiently administer the registration process.

ATTACHMENTS

Attachment 1 – Proposed Rule IDAPA 08.01.11 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 as a Pending Rule.

BOARD ACTION

I move to approve the Proposed Rule changes to IDAPA 08.01.11 as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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100. RECOGNITION OF ACCREDITATION ORGANIZATIONS.

~~Registration of Post-Secondary Educational Institutions.~~ For purposes of registration of post-secondary educational institutions, the Board recognizes the regional and institutional accreditation organizations ~~listed in Subsections 100.01 through 100.06, below. In addition, the Board recognizes institutional accreditation organizations which are also~~ that are 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 POST-SECONDARY EDUCATIONAL INSTITUTIONS.

01. Delegation. Section 33-2403, Idaho Code, provides that a ~~proprietary school~~post-secondary educational institution 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 ~~proprietary schools~~post-secondary educational institutions, in accordance with Title 33, Chapter 24, Idaho Code, and this rule. (3-29-10)

02. 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 that 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. (3-29-10)

b. Registration shall be for the period beginning on the date a certificate of registration is issued and continue through June 30 of the next succeeding year. A registered post-secondary educational institution must renew its certificate of registration annually, and renewal of registration is not automatic. (3-29-10)

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. 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)

04. 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. (4-9-09)

05. Institutions that Must Register. (4-9-09)

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)

06. Alternative to Registration Requirement for Certain Post-Secondary Institutions. (3-29-10)

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 300 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)

07. Application. A post-secondary 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 renewal of registration, as applicable), on the form 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. (3-29-10)

08. 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) and not to exceed five thousand dollars ($5,000). The institution must provide financial documentation to substantiate the amount of revenue reported. Registration fees are not refundable. (3-29-10)

09. 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)

10. 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 V, set forth in Section ~~301~~ 201 of this rule. Such institution must submit the following information or documentation, or both, with its application for registration: (3-29-10)

i. Copy of most recent accreditation ~~report~~ letter showing the period of approval; (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~~iii. Enrollment data for current and past two (2) years; (4-9-09)

~~v~~iv. Copy of annual audited financial statement; (4-9-09)

~~vi~~v. 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 V, set forth in Section ~~301~~201 of this rule. (3-29-10)

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 200.08 of this rule, shall remain applicable. (3-29-10)

201. APPROVAL STANDARDS FOR POST-SECONDARY EDUCATIONAL INSTITUTIONS.
Except as provided in Subsection 200.~~09~~10.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 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)

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. Polices 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 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 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 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 POST-SECONDARY 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.

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 or any of its courses, courses of study, or degrees. (4-9-09)

b. If a post-secondary educational institution wishes to offer additional courses, courses of study, or degrees during a registration year that were not included in its annual registration application, then the institution must submit a letter to the Board Office along with documentation of its accrediting agency's approval of those specific curriculum changes.

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)

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 Office 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 Office of this event. (4-9-09)

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. 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 proprietary schools, in accordance with Title 33, Chapter 24, Idaho Code, and this rule. (3-29-10)

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 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. (3-29-10)

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 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. (3-29-10)

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 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. 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. An individual or entity offering only workshops or seminars lasting no longer than three (3) calendar days. (4-9-09)

g. A parochial or denominational institution providing instruction or training relating solely to religion and for which degrees are not granted. (4-9-09)

h. 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. (4-9-09)

05. Application. A proprietary school 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 renewal of registration, as applicable), on a form 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. (3-29-10)

06. Registration Fees. The Board shall assess an annual registration fee for initial registration or renewal of registration. 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) and not to exceed five thousand dollars ($5,000). The school shall provide documentation to substantiate the amount of revenue reported. Registration fees are not refundable. (3-29-10)

07. Deadline for Registration. An initial application for registration may be submitted to the Board at anytime. A school should expect 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 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 1st must cease all active operations until approval of registration is received. (3-29-10)

08. Information Required. 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 Standards I through V set forth in Section 301 of this rule. 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 300.06 of this rule, shall remain applicable. (3-29-10)

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. Written ~~P~~policies must ~~have been~~be established to govern admissions and re-admission of dismissed students, 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)

f. 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, anticipated job opportunities, and other relevant information to assist students in making an informed decision to enroll.

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. 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. Polices 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)

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 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 the Board may notify the school of additional information that it will be required to provide in connection with the application for registration. (3-29-10)

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 school shall be responsible for any costs PTE incurs including travel, associated with this review. (3-29-10)

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 Section 301 of this rule. A school must remain in compliance for the registration year. (3-29-10)

03. Public Information. All information submitted to the Board is public information, and is subject to disclosure as set forth in the Public Records Act, Title 9, Chapter 3, Idaho Code. (3-29-10)

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 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 Idaho ~~Division of Professional-Technical~~ State Board of Education." Registration is not an endorsement of the school or any of its courses, courses of study. (3-29-10)

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 the Board prior to issuance of the certificate of registration, then the school ~~may~~ must submit a ~~supplemental application~~ letter to the Board Office along with appropriate approval documentation by the applicable professional or trade board, council, or commission. This letter will be added to the school's registration file. ,~~on a form approved by PTE, and pay any additional registration fees that are applicable. If approved, the Board will issue a revised certificate of registration evidencing such approval.~~ (3-29-10)

05. Disapproval and Appeal. If a proprietary school's request for initial registration or a renewal of registration is disapproved by 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 the Board within thirty (30) days of the date the school is notified of the disapproval. (3-29-10)

06. Withdrawal of Approval. (4-9-09)

a. 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." (3-29-10)

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. (3-29-10)

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 the Board has been received. (3-29-10)

c. If any information contained in the application submitted by the school becomes incorrect or incomplete, then the registered school shall notify the Board of such change within thirty (30) days. A school that ceases operation during the course of a registration year shall immediately ~~notify~~ provide written notice to the Board of this event. (3-29-10)

07. Agent's Certificate of Identification. Each proprietary school shall ensure that its agents have a valid 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 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 certificate of identification. The criminal history check shall be valid for five (5) years and be kept on file by the school. 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 by the new employer. (3-29-10)

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: (3-29-10)

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. (3-29-10)

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. (3-29-10)

iii. The injury or death of a child, Section 18-1501, Idaho Code. (3-29-10)

iv. The sexual abuse of a child under sixteen (16) years of age, Section 18-1506, Idaho Code. (3-29-10)

v. The ritualized abuse of a child under eighteen (18) years of age, Section 18-1506A, Idaho Code. (3-29-10)

vi. The sexual exploitation of a child, Section 18-1507, Idaho Code. (3-29-10)

vii. Possession of photographic representations of sexual conduct involving a child, Section 18-1507A, Idaho Code. (3-29-10)

viii. Lewd conduct with a child under the age of sixteen (16) years, Section 18-1508, Idaho Code. (3-29-10)

ix. The sexual battery of a minor child sixteen (16) or seventeen (17) years of age, Section 18-1508A, Idaho Code. (3-29-10)

x. The sale or barter of a child for adoption or other purposes, Section 18-1511, Idaho Code. (3-29-10)

xi. The murder of a child, Section 18-4003, Idaho Code, or the voluntary manslaughter of a child, Section 18-4006 1., Idaho Code. (3-29-10)

xii. The kidnapping of a child, Section 18-4502, Idaho Code. (3-29-10)

xiii. The importation or exportation of a juvenile for immoral purposes, Section 18-5601, Idaho Code. (3-29-10)

xiv. The abduction of a person under eighteen (18) years of age for prostitution, Section 18-5610, Idaho Code. (3-29-10)

xv. The rape of a child, Section 18-6101 or 18-6108, Idaho Code. (3-29-10)

b. The general classes of felonies listed in Section 302 shall include equivalent laws of federal or other state jurisdictions. For the purpose of Subsection 302.07, “child” means a minor or juvenile as defined by the applicable state or federal law. (3-29-10)

08. Surety Bond. Each proprietary school shall comply with the provisions in Section 33-2406, Idaho Code, relating to a surety bond. (4-9-09)

a. The amount of the surety bond shall be not less than the total tuition and fees to be collected by the school from its students that covers the period from the beginning through completion of such students’ instructional program at the school during the upcoming registration year. This amount shall be based upon the tuition and fees collected by the school from its students covering such period during the previous registration year, subject to modification in the event a school is beginning operations and has no previous revenue or satisfactorily demonstrates that it expects significant changes in tuition and fee revenue during the upcoming year. The Executive Director shall determine the appropriate format and method by which this bond value is to be calculated and reported. (3-29-10)

b. Schools shall ensure that all bonds include "extended coverage" clauses to remain in effect for one hundred twenty (120) days after the date of closure. (3-29-10)

c. No party to the surety bond may cancel without one hundred twenty (120) day prior notice to all parties, including the Office of the State Board of Education. (3-29-10)

d. The Board shall be the beneficiary of the bond and shall oversee the distribution of funds to students who file claims. Schools shall provide proof of the required bond and submit said documentation with their registration applications. (3-29-10)

AUDIT COMMITTEE
AUGUST 12, 2010

TAB	DESCRIPTION	ACTION
1	**UPDATE ON CODES OF CONDUCT AND COMPLIANCE OFFICER**	Information item

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SUBJECT

Update on Codes of Conduct and compliance officer

BACKGROUND/DISCUSSION

The Audit Committee Charter provides the Committee shall make policy recommendations to the Board for proper financial oversight and control. The Committee shall review the adequacy and implementation of policies for such issues as codes of ethics or conduct, conflict of interest policy, and whistle-blower or other internal or external reporting procedure.

The Audit Committee and the institution internal auditors have been discussing the general topics of Codes of Conduct and the use of a Compliance Officer(s) to report significant issues to the Committee.

IMPACT

The institutions are at varying stages of developing their codes of conduct. Some institutions have spent significant time, in collaboration with various department personnel, to develop their value statements, conduct codes and policies including extensive review by legal counsel.

Significant issues are communicated to various personnel at each institution, including internal audit, human resources, information technology, and general counsel. The Committee has discussed who will be responsible for reporting these issues to the Committee. The institutions may have a compliance officer(s) in place for a wide range of compliance activity on campus.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comments.

BOARD ACTION

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

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TAB	DESCRIPTION	ACTION
1	**IDAHO STATE UNIVERSITY** Employment Agreement – Head Women's Soccer Coach	Motion to approve
2	**UNIVERSITY of IDAHO** Employment Agreement – Director of Tennis	Motion to approve
3	**UNIVERSITY of IDAHO** Employment Agreement – Head Swim Team Coach	Motion to approve
4	**UNIVERSITY of IDAHO** Employment Agreement – Head Men's Basketball Coach	Motion to approve
5	**UNIVERSITY of IDAHO** Employment Agreement – Head Women's Basketball Coach	Motion to approve

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IDAHO STATE UNIVERSITY

SUBJECT

Revised multi-year employment agreement for the Head Women's Soccer 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 revised three-year, three-week employment agreement for Allison Gibson, Head Women's Soccer Coach (see Attachment 1). The employment agreement was originally entered into with Coach Gibson in January, 2009 with an ending date of January 20, 2012. The revisions to the agreement do not alter these dates. Rather, they are made to take advantage of the Model Coaching Contract now used by Idaho State University and to increase the amount of compensation available for NCAA Tournament wins and to change the bonus available for measurable academic achievement from being based on raw with NCAA APR scores to being based on achievement of specified NCAA national ranking levels. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract are attached.

This contract will provide a stable coaching environment for the soccer program as well as stability and consistency for the Athletic Department as a whole.

IMPACT

The annual base salary is $55,640. The position is funded by state appropriated funds. Coach's salary is subject to increase as approved by the athletic director, president and the Board.

Coach is entitled to use of a courtesy car subject to availability.

Coach is entitled to receive the following incentive/supplemental compensation:

- Regular Season Title: An additional one week's pay (1/52 x annual salary)
- Big Sky Conference win or automatic NCAA Tournament berth: An additional one week's pay (1/52 x annual salary)
- NCAA Tournament cumulative bonuses based on advancing through the tournament brackets as follows:

Round 1	$3,000
Round 2	$5,000
Round 3	$7,000
Round 4	$9,000
Round 5	$11,000

Round 6 $13,000

- Record Bonus: An additional one week's pay (1/52 x annual salary) for 20 or more regular season wins.
- Academic achievement of team based on APR national rank:
  - 50% - 59% = $1,000
  - 60% - 69% = $2,000
  - 70% - 79% = $3,000
  - 80% or above = $5,000
- Coach of the Year: An additional one week's pay (1/52 x annual salary)

Maximum potential annual compensation (base salary and maximum potential incentive) is $112,920.

Coach may participate in youth camps as follows:

- Net revenues resulting from the camp; OR
- in the event the University elects not to operate a camp, coach may do so within Board guidelines for such camps.

ATTACHMENTS

STAFF AND COMMENTS AND RECOMMENDATIONS

Coach's base pay remains unchanged, but maximum potential annual compensation increases from $83,850 to $112,920. The fund source for all incentive pay is non-appropriated funds.

This employment contract follows the Board's model coach contract with changes delineated in the comparison matrix. The contract provides for liquidated damages, under certain conditions, should the coach terminate her employment for convenience.

Staff recommends approval.

BOARD ACTION

I move to approve Idaho State University's revised multi-year employment agreement for the Head Women's Soccer Coach as submitted.

EMPLOYMENT AGREEMENT

This Agreement between Idaho State University ("*University*") and Allison Gibson, head women's soccer coach ("*Coach*") (each individually a "Party" and collectively, the "Parties"), takes effect on January 1, 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 women's soccer 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, three weeks, beginning on Effective Date, and expiring, without further notice to Coach, on January 20, 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. "*Car Program*" means a University-administered program that provides vehicles for specified University personnel.

4. "*Conference*" means Big Sky conference.

5. "*Department*" means University's athletics department.

6. "*NCAA*" means the National Collegiate Athletic Association.

7. "*Next Tier*" means Next Tier Tournament.

8. "*Personnel*" means Coach's assistant coaches, any other employee for whom Coach is administratively responsible and Team members.

9. "*Tournament*" means soccer post-season tournament.

10. "*Vesting Date*" means the later date of the last regular game or post-season competition.

11. "*Youth Camp*" means a girls' youth soccer camp that the University operates at any location.

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. **$55,640.00** 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

4. subject to availability, a courtesy car that the Director assigns to Coach through the Car Program during Coach's assignment as Head.

C. Supplemental Compensation. Subject to conditions stated below, Coach has an opportunity to obtain additional compensation during the Term.

1. *Eligibility*. Eligibility and payments shall be determined at the discretion of the President in consultation with the Director and approved by the Board. Coach's right to receive any compensation item set forth under this section III.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 (1) 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. Big Sky. The University must pay to Coach an additional one (1) 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	1st win	$ 3,000.00
Round 2	32 teams	2nd win	$ 5,000.00
Round 3	16 teams	3rd win	$ 7,000.00
Round 4	8 teams	4th win	$ 9,000.00
Round 5	4 teams	5th win	$11,000.00
Round 6	2 teams	6th win	$13,000.00

Possible national championship winner computation bonus total: **$48,000.00**

4. *Record Bonus*. The University must pay to Coach an additional one (1) week's pay of Coach's Annual Salary (*i.e.*, 1/52 x Annual Salary) for each year during which the Team wins twenty (20) or more regular season soccer matches.

5. *Team APR Bonus*. University's payment deadline for any amount specified under this paragraph is June 30th of a year after the Team has completed a season in which the Team has earned a specified APR ranking. 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 women's soccer listed below:

Team APR Ranking	Incentive Pay
50%-59%	$ 1,000.00
60%-69%	$ 2,000.00
70%-79%	$ 3,000.00
80% or above	$ 5,000.00

6. During any year under the Term that the Conference names Coach as its so-called "Coach of the Year," University additionally must pay Coach one week's salary (i.e., 1/52 x Annual Salary).

7. *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 soccer 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.

8. *If No University Camp*. Alternatively, if University in writing notifies Coach that it does not intend to operate a Youth Camp for a particular period of time during the Term, then Coach has a right to operate a Youth Camp:

a. during that time period on University's campus; and

b. using University's facilities under Alternative Conditions (defined below).

D. <u>Alternative Camp</u>.

1. *Definitions*.

a. "*Alternative Conditions*" means an arrangement described under this Paragraph D (defined below), which arrangement applies only to Section III.C.8.

b. "*Camp Summary Sheet*" means a report containing financial and other information related to the Youth Camp's operation substantially as described in Exhibit C (attached and incorporated into this Agreement).

c. "*Paragraph D*" means Section III.D and its subparts.

2. *Private Enterprise*. Coach must operate the Youth Camp directly or through a private enterprise that Coach owns and manages for the Youth Camp. Coach must cause each requirement upon the Coach under Paragraph D to apply also to that private enterprise.

3. *Appropriate Image*. Coach must cause the Youth Camp's operation to reflect positively on University and its department of athletics.

4. *Direction*. Coach must obtain the Director's written approval before using any University personnel, equipment, or facility.

5. *Staffing*.

   a. Priority. Coach must give priority to the University's assistant coaches when selecting any coach to participate in the Youth Camp.

   b. Status. Coach must ensure that all Youth Camp personnel are employees of the Coach (or the private enterprise) and not employed by University while engaged in any Youth Camp activity. Each of Coach and any other University employee involved in the Youth Camp's operation is on annual leave status or leave without pay during any day that the Youth Camp is in operation.

6. *Compliance*. Coach must comply with all applicable NCAA (NAIA), Conference, and University rules and regulations related in any way to operating any summer youth camp.

7. *Suppliers*. Coach must enter into a contract with University and each applicable campus concessionaire to the University for each campus product or service that the Youth Camp requires.

8. *Facility*. Coach must pay for use of each applicable University facility including Davis Field.

9. *Reports*. No later than thirty days after the Youth Camp's last day, Coach must submit to the Director a preliminary Camp Summary Sheet version. No later than ninety days after the Youth Camp's last day, Coach must submit to Director a final accounting and fully-complete Camp Summary Sheet.

10. *Insurance*. The Coach or the private enterprise must provide proof of liability insurance coverage as follows:

    a. liability coverage: spectator and staff: no less than **$1,000,000**;

    b. catastrophic coverage: camper and staff: no less than $1,000,000 maximum coverage with **$100.00** deductible;

11. *Indemnity*. To the extent permitted by law, the Coach will defend and indemnify University against any claim, damage, or liability arising out of the Summer Camp's operation.

12. *Worker's Compensation*. 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

E. 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 30th of each year or the last regular University work day preceding June 30th.

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. provide a detailed written account of the source and amount of all that income and benefits to the University's President:

i. whenever reasonably requested; but

ii. 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. Allowable Sources. Sources from which Coach rightfully may receive outside income or benefits include, without limitation, any:

a. annuity income;

b. sports camp;

c. housing benefit, including any preferential housing arrangement;

d. country club membership;

e. complimentary ticket sale;

f. television or radio program; or

g. endorsement or consultation contract with any athletic shoe, apparel or equipment manufacturer.

4. *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 propose to the Director or the Director's designee all scheduling of Team's competitions. As the University's signatory for each scheduling agreement, the Director or the Director's designee makes any final scheduling decision, which decision must not unreasonably contradict Coach's scheduling proposal.

H. Other Coaching Opportunities. Coach during the Term must obtain the Director's approval before actively seeking, negotiating for, or accepting any soccer 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 including 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. <u>For Convenience</u>. 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 sections III.B.1 and III.B.2.a, 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 other 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.

B. 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; Buyout*. 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. Unless that termination occurs in connection with Coach accepting a position with a professional-league franchise or team after the Team has completed a then-current season and no later than the next Fall semester begins:

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. **$14,000.00** if Coach terminates the Agreement on or before January 19, 2010;

ii. **$12,000.00**, if the Agreement is terminated between January 20, 2010, and January 19, 2011, inclusive; or

iii. **$10,000.00**, if the Agreement is terminated between January 20, 2011 and January 19, 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.

3. *Legal Consultation*. University is represented by counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in this Agreement's negotiation. The parties have bargained for and negotiated Sections V.A.2 and V.B.2 and their subparts, in recognition that Coach may lose certain benefits, supplemental compensation, or outside compensation related to employment at University, which loss is difficult to determine with certainty. The payment of any amount described under Sections V.A.2 and V.B.2 and their subparts, and Coach's acceptance of that payment, constitutes adequate compensation for Coach. That compensation is not, and is not to be construed as, a penalty.

C. <u>Termination due to Disability or Death of Coach</u>. "*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.

D. 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.

E. 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.

F. 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 8th Ave. Stop 8310
Idaho State University
Pocatello, ID 83209-8310

b. if to the Coach: Allison Gibson
1553 Pointview Drive
Pocatello, ID 83201

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	Allison Gibson	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	Becky Hogan

Exhibit C

Camp Summary Sheet

To be inserted later.

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EMPLOYMENT AGREEMENT

This Agreement between Idaho State University ("*University*") and Allison Gibson, head women's soccer coach ("*Coach*") (each individually a "Party" and collectively, the "Parties"), takes effect on January 1, 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 women's soccer 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, three weeks, beginning on Effective Date, and expiring, without further notice to Coach, on January 20, 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. "*Car Program*" means a University-administered program that provides vehicles for specified University personnel.

4. "*Conference*" means Big Sky conference.

5. "*Department*" means University's athletics department.

6. "*NCAA*" means the National Collegiate Athletic Association.

7. "*Next Tier*" means Next Tier Tournament.

8. "*Personnel*" means Coach's assistant coaches, any other employee for whom Coach is administratively responsible and Team members.

9. "*Tournament*" means soccer post-season tournament.

10. "*Vesting Date*" means the later date of the last regular game or post-season competition.

11. "*Youth Camp*" means a girls' youth soccer camp that the University operates at any location.

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. **$55,640.00** 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. for Coach's actual participation in radio and television appearances:~~

~~a. each following per-year amount, which is considered salary for purposes of section V.A.2.a:~~

~~i. $_____ for the Team's _____{first} season;~~
~~ii. $_____ for the Team's _____{second} season; and~~
~~iii. $_____ for the Team's _____{third} season; and~~

~~b. each above amount being payable:~~

~~i. one-half before each respective season;~~

~~ii. the remainder one-half no later than two weeks after the Vesting Date (Coach's right to receive the remainder vesting on the Vesting Date); and~~

~~iii. with Coach's coordination;~~

2. an opportunity to receive any employee benefit that the University makes generally available to its non-faculty exempt employee~~es;~~

3. an opportunity to receive any employee benefit that the Department makes generally available to its employees of a comparable level; and

4. subject to availability, a courtesy car that the Director assigns to Coach through the Car Program during Coach's assignment as Head.

C. Supplemental Compensation. Subject to conditions stated below, Coach has an opportunity to obtain additional compensation during the Term.

1. *Eligibility*. Eligibility and payments shall be determined at the discretion of the President in consultation with the Director and approved by the Board. 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 (1) 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. Big Sky. The University must pay to Coach an additional one (1) 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	1st win	$ 3,000.00
Round 2	32 teams	2nd win	$ 5,000.00
Round 3	16 teams	3rd win	$ 7,000.00
Round 4	8 teams	4th win	$ 9,000.00
Round 5	4 teams	5th win	$11,000.00
Round 6	2 teams	6th win	$13,000.00

Possible national championship
winner computation bonus total: $48,000

~~c. Next Tier Tournament. If the Team competes in the Next Tier's Tournament, then University cumulatively additionally must pay Coach for advancing the tournament bracket as follows:~~

~~Round 1~~	~~32 teams~~	~~1st win~~	~~$ ________~~
~~Round 2~~	~~16 teams~~	~~2nd win~~	~~$ ________~~
~~Round 3~~	~~8 teams~~	~~3rd win~~	~~$ ________~~
~~Round 4~~	~~4 teams~~	~~4th win~~	~~$ ________~~
~~Round 5~~	~~2 teams~~	~~5th win~~	~~$ ________~~
~~*Possible bonus computation total*~~			~~$________~~

~~*for winning Next Tier National Championship*.~~

4. *Record Bonus*. ~~Coach is eligible to receive non-cumulatively supplemental compensation for winning the following number of mega-victory games during any regular season.~~

   ~~18 wins $ ________~~

   ~~19 wins $ ________~~

~~20 wins~~	~~$ _______~~
~~21 wins~~	~~$ _______~~
~~22 wins~~	~~$ _______~~
~~23 wins~~	~~$ _______~~
~~24 wins~~	~~$ _______~~
~~25 wins~~	~~$ _______~~

The University must pay to Coach an additional one (1) week's pay of Coach's Annual Salary (*i.e.*, 1/52 x Annual Salary) for each year during which the Team wins twenty (20) or more regular season soccer matches.

5. *Team APR Bonus*. University's payment deadline for any amount specified under this paragraph is June 30th of a year after the Team has completed a season in which the Team has earned a specified APR ranking. 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 women's soccer listed below:

Team APR Ranking	Incentive Pay
50%-59%	$ 1,000.00
60%-69%	$ 3,000.00
70%-79%	$ 4,000.00
80% or above	$ 5,000.00

6. During any year under the Term that the Conference names Coach as its so-called "Coach of the Year," University additionally must pay Coach one week's salary (ie., 1/52 x Annual Salary).

~~6. *Home Attendance Bonus*. University must pay Coach as follows for any Term year that the official average Team game attendance that University reports to Conference officials for non-exhibition home games meets a range listed below:~~

~~Average Attendance~~	~~Incentive Pay~~
~~_______~~	~~$ _______~~
~~_______~~	~~$ _______~~
~~_______~~	~~$ _______~~
~~_______~~	~~$ _______~~
~~_______+~~	~~$ _______~~

7. *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 soccer 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.

7. *If No University Camp*. Alternatively, if University in writing notifies Coach that it does not intend to operate a Youth Camp for a particular period of time during the Term, then Coach has a right to operate a Youth Camp:

a. during that time period on University's campus; and

b. using University's facilities under Alternative Conditions (defined below).

D. <u>Alternative Camp</u>.

1. *Definitions*.

a. "*Alternative Conditions*" means an arrangement described under this Paragraph D (defined below), which arrangement applies only to Section III.C.8.

b. "*Camp Summary Sheet*" means a report containing financial and other information related to the Youth Camp's operation substantially as described in Exhibit C (attached and incorporated into this Agreement).

c. "*Paragraph D*" means Section III.D and its subparts.

2. *Private Enterprise*. Coach must operate the Youth Camp directly or through a private enterprise that Coach owns and manages for the Youth Camp. Coach must cause each requirement upon the Coach under Paragraph D to apply also to that private enterprise.

3. *Appropriate Image*. Coach must cause the Youth Camp's operation to reflect positively on University and its department of athletics.

4. *Direction*. Coach must obtain the Director's written approval before using any University personnel, equipment, or facility.

5. *Staffing*.

   a. Priority. Coach must give priority to the University's assistant coaches when selecting any coach to participate in the Youth Camp.

   b. Status. Coach must ensure that all Youth Camp personnel are employees of the Coach (or the private enterprise) and not employed by University while engaged in any Youth Camp activity. Each of Coach and any other University employee involved in the Youth Camp's operation is on annual leave status or leave without pay during any day that the Youth Camp is in operation.

6. *Compliance*. Coach must comply with all applicable NCAA (NAIA), Conference, and University rules and regulations related in any way to operating any summer youth camp.

7. *Suppliers*. Coach must enter into a contract with University and each applicable campus concessionaire to the University for each campus product or service that the Youth Camp requires.

8. *Facility*. Coach must pay for use of each applicable University facility including ~~the~~ Davis Field~~-~~.

9. *Reports*. No later than thirty days after the Youth Camp's last day, Coach must submit to the Director a preliminary Camp Summary Sheet version. No later than ninety days after the Youth Camp's last day, Coach must submit to Director a final accounting and fully-complete Camp Summary Sheet.

10. *Insurance*. The Coach or the private enterprise must provide proof of liability insurance coverage as follows:

    a. liability coverage: spectator and staff: no less than **$1,000,000**;

    b. catastrophic coverage: camper and staff: no less than $1,000,000 maximum coverage with **$100.00** deductible;

11. *Indemnity*. To the extent permitted by law, the Coach will defend and indemnify University against any claim, damage, or liability arising out of the Summer Camp's operation.

12. *Worker's Compensation*. 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

E. 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 30th of each year or the last regular University work day preceding June 30th.

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. provide a detailed written account of the source and amount of all that income and benefits to the University's President:

i. whenever reasonably requested; but

ii. 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. Allowable Sources. Sources from which Coach rightfully may receive outside income or benefits include, without limitation, any:

a. annuity income;

b. sports camp;

c. housing benefit, including any preferential housing arrangement;

d. country club membership;

e. complimentary ticket sale;

f. television or radio program; or

g. endorsement or consultation contract with any athletic shoe, apparel or equipment manufacturer.

4. *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 propose to the Director or the Director's designee all scheduling of Team's competitions. As the University's signatory for each scheduling agreement, the Director or the Director's designee makes any final scheduling decision, which decision must not unreasonably contradict Coach's scheduling proposal.

H. Other Coaching Opportunities. Coach during the Term must obtain the Director's approval before actively seeking, negotiating for, or accepting any soccer 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 including 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 sections III.B.1 and III.B.2.a, 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 other 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.

B. 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; Buyout*. 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. Unless that termination occurs in connection with Coach accepting a position with a professional-league franchise or team after the Team has completed a then-current season and no later than the next Fall semester begins:

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. $14,000 ~~the whole amount set forth in section III.B.1 for the then-current Term~~, if Coach terminates the Agreement on or before ~~_____________{initial tournament date}~~ January 19, 2010;

ii. **$12,000.00**, ~~________{lesser amount}~~if the Agreement is terminated between ~~___________{initial tournament date}~~ January 20, 2010, and January 19, 2011, inclusive; and

iii. $**10,000.00**, ~~_________{half of lesser amount}~~if the Agreement is terminated between ~~_____________{end of next year's national tournament date} and _____________{end of subsequent year's national~~

~~tournament date}, inclusive~~ January 20, 2011 and January 19, 2012, inclusive.

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.

3. *Legal Consultation*. University is represented by counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in this Agreement's negotiation. The parties have bargained for and negotiated Sections V.A.2 and V.B.2 and their subparts, in recognition that Coach may lose certain benefits, supplemental compensation, or outside compensation related to employment at University, which loss is difficult to determine with certainty. The payment of any amount described under Sections V.A.2 and V.B.2 and their subparts, and Coach's acceptance of that payment, constitutes adequate compensation for Coach. That compensation is not, and is not to be construed as, a penalty.

C. 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.

D. 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.

E. 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.

F. 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 8th Ave. Stop 8310
Idaho State University
Pocatello, ID 83209-8310

b. if to the Coach: Allison Gibson
1553 Pointview Drive
Pocatello, ID 83201

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	Allison Gibson	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	Becky Hogan

Exhibit C

Camp Summary Sheet

To Be Determined

ALLISON GIBSON, HEAD WOMEN'S SOCCER COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	**NEW CONTRACT SECTION**	**JUSTIFICATION FOR MODIFICATION**
	III.B.2	N/A	Coach Wilson's contract does not include a bonus for radio and television appearances.
	III.C.2	III.C.2	The bonus amount for winning a regular season title is 1 week's salary.
	III.C.3	III.C.3	In subsection a) the bonus amount for winning the Big Sky Tournament was set at 1 week's salary. In subsection b) the amounts inserted for NCAA Tournament play were increased from Coach Gibson's prior contract and are not set at a maximum of $48,000 (the prior maximum was $21,000). Subsection c) relating to Next Tier Bonuses was not included in this contract.
	III.C.3	III.C.4	The bonus for the number of team wins was set at one week's pay for winning 20 or more matches, as opposed to a sliding scale.
	III.C.4	III.C.5	The bonus amounts for APR achievement were set at $1,000 to $5,000.
	III.C.6	N/A	A bonus for home match attendance was not included.
	III.C.5	III.C.6	The bonus for being names Coach of the Year was set at one week's salary.
	V.B.2.b	V.B.2.b	Liquidated damages for termination by Coach for convenience were set at a range of $14,000 to $10,000 based on the date on which the termination occurs.

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UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for the Director of Tennis

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section II.H.1.

DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the Director of Tennis effective July 1, 2010 through June 30, 2013. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract are attached.

IMPACT

The extended term of the employment contract is three years, commencing on July 1, 2010, and terminating on June 30, 2013.

The annual base salary is $36,275.20. Coach is eligible to participate in university-wide changes in employee compensation as approved by the athletic director, president and the Board of Regents.

Coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion - 1/13th of annual salary for each team.
- Bid to participate in the NCAA tournament - $500 per team per round of participation in the tournament.
- Academic achievement and behavior of team based on APR national rank:
    - 50th - 60th % = $250 per team
    - 60th - 70th % = $300 per team
    - 70th - 80th % = $400 per team
    - 80th % or above = $450 per team
- Conference Coach/Co-coach of the Year = $1,000 for each team.

Annual media payments are $6,000.

Maximum potential annual compensation (base salary, media payment and maximum potential incentive) is $51,755 plus any approved university-wide changes in compensation.

Coach may participate in youth tennis camps as follows:

- Remaining income from any university operated camp, less $500, after all claims, insurance, and expenses of camp have been paid.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

This is the first multi-year contract for the Director of Tennis. Prior to this, the Director has been on annual agreements for each fiscal year. The term of employment for the University of Idaho's Director of Tennis commenced July 1, 2010, subject to Board approval. The employment contract follows the Board's model coach contract with only minor modifications, which are delineated in the comparison matrix.

The base compensation amount provided in this new agreement is funded entirely with state appropriated General Funds.

Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho's multi-year employment contract for Jeff Beaman, Director of Tennis, for a term commencing on July 1, 2010 and terminating on June 30, 2013 in substantial conformance to the contract submitted to the Board in Attachment 1.

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho, and Jeff Beaman (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University of Idaho shall employ Coach as the Director of Tennis of its intercollegiate men's and women's tennis Teams (Team or Teams). 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 of Idaho'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 Director of Tennis of the Teams, 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 three (3) years, effective July 1, 2010, and terminating, without further notice to Coach, on June 30, 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 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 of Idaho shall provide to Coach:

a) An annual salary of $36,275.20 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the 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 one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's Director of Tennis as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to 1/13th of Coach's annual salary during the fiscal year in which the championship is achieved. If both the men's and women's Teams are conference champions or co-champions, the University shall pay to Coach supplemental compensation in an amount equal to 1/13th of Coach's annual salary for each championship or co-championship. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year one of the Teams receives a bid to participate in the NCAA tournament and if Coach continues to be employed as University's Director of Tennis as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $500 per team for each round of participation in the NCAA tournament.

3.2.3 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members of each team if the Team's cumulative APR ranks nationally at the 50th percentile or higher as follows:

National rank within sport
50th - 60th % = $250 per team
60th - 70th % = $300 per team
70th – 80th % = $400 per team
80th % or above = $450 per team

3.2.4 Each year the University of Idaho head men's or women's tennis coach is named Conference Coach of the Year or Conference Co-Coach of the year, Coach shall receive supplemental compensation of $1,000 for each Team whose coach wins the award. 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 $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 in July and one-half shall be paid after the last date of competition. 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 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 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, through a media outlet that is not University-designated, 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 tennis 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 youth tennis 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 tennis camps, the University shall pay Coach the remaining income from the youth tennis camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

3.2.7 Coach agrees that the University of Idaho 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 Teams is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University of Idaho. Coach recognizes that the University of Idaho has entered into an agreement with Nike to supply the University of Idaho with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University of Idaho's reasonable request, Coach will consult with appropriate parties concerning a Nike product's 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 of Idaho. 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 Director of Tennis. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University of Idaho for review and approval prior to execution. Coach shall also report such outside income to the University of Idaho 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 that 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 that 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 of Idaho 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 Teams 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 of Idaho's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University of Idaho 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 of Idaho's Faculty Staff Handbook; (c) University of Idaho'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 and men's tennis conference of which the University of Idaho 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 that 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 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 Teams, 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 Teams' 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 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, 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 that 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 Teams; 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 Teams 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.

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 of Idaho or at previous institutions at which the Coach was employed.

5.2 <u>Termination of Coach for Convenience of University of Idaho</u>.

5.2.1 At any time after commencement of this Agreement, University of Idaho, 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 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 other 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 of Idaho employee until the term of this Agreement ends or until Coach obtains 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 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 of Idaho 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 of Idaho.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University of Idaho shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to June 30, 2013 he shall pay to the University the sum of $3,000.00. Payment 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 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 costs are extremely difficult to determine with certainty. The parties further agree that the payment of such sum by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payment is 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 his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach’s right to receive those payments has vested pursuant to the terms of this Agreement.

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 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 provided for in the State Board of Education and Board of 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 by 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:	Jeff Beaman 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 OF IDAHO	COACH
________________________	________________________
M. Duane Nellis, President	Jeff Beaman
Date: _____________	Date: _____________

Approved by the Board of Regents on the day of , 2010.

~~Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~(~~the University ~~(College),~~of Idaho, and Jeff Beaman (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~of Idaho shall employ Coach as the ~~head coach~~Director of Tennis of its intercollegiate ~~(Sport) team~~men's and women's tennis Teams (Team or Teams). 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 (College)'s~~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 ~~(College)'s~~of Idaho's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as ~~head coach~~Director of Tennis of the ~~Team~~Teams, 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 ~~(Depending on supplemental pay provisions used)~~3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~three (3) years, ~~commencing on~~ effective July 1, 2010, and terminating, without further notice to Coach, on June 30, 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 ~~(College)~~ 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 (College)'s~~University's Board of ~~(~~Regents ~~or 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~~ (College).~~.

~~2.2.~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~of Idaho shall provide to Coach:

a) An annual salary of ~~$__________~~$36,275.20 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures~~, and such salary increases as may~~. Coach will be ~~determined appropriate~~eligible to receive University-wide changes in employee compensation upon approval by the Director ~~and~~ , the President, and ~~approved by~~ the ~~University (College)'s~~ Board of ~~(~~Regents~~ or Trustees)~~;

b) The opportunity to receive such employee benefits as the University~~ (College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~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 one of the ~~Team~~Teams is the conference champion or co-champion and ~~also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and~~ if Coach continues to be employed as ~~University (College)'s head (Sport) coach~~ University's Director of Tennis as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of~~ 1/13th of Coach's ~~Annual Salary~~annual salary during the fiscal year in which the championship ~~and (bowl or other post-season) eligibility are~~ is achieved. ~~The University (College)~~ If both the men's and women's Teams are conference champions or co-champions, the University shall pay to Coach supplemental compensation in an amount equal to 1/13th of Coach's annual salary for each championship or co-championship. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~

3.2.2. Each year ~~the Team is ranked in the top 25~~one of the Teams receives a bid to participate in the ~~(national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) ,~~ NCAA tournament and if Coach continues to be employed as ~~University (College)'s head (Sport) coach~~ University's Director of Tennis as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation ~~in an amount equal to (amount or computation)~~ of ~~Coach's Annual Salary in effect on~~ $500 per team for each round of participation in the ~~date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation~~NCAA tournament.

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) 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 (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) 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 or Trustees) as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. 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.~~

3.2.3 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members of each team if the Team's cumulative APR ranks nationally at the 50th percentile or higher as follows:

National rank within sport
50th - 60th % = $250 per team
60th - 70th % = $300 per team
70th – 80th % = $400 per team
80th % or above = $450 per team

3.2.4 Each year the University of Idaho head men's or women's tennis coach is named Conference Coach of the Year or Conference Co-Coach of the year, Coach shall receive supplemental compensation of $1,000 for each Team whose coach wins the award. 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 ~~(amount or computation)~~ $6,000 from the University ~~(College)~~ or the ~~University (College)'s~~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). ~~Coach's~~Each year, one-half of this sum shall be paid in July and one-half shall be paid after the last date of competition. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the ~~Team's~~Team's last regular season or post-season competition, whichever occurs later~~. This sum shall be paid __(terms or conditions of~~, 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 his duties as an employee of University ~~(College)~~ are the property of the University~~ (College).~~. The University~~ (College)~~ 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 ~~(College)~~ 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, through a media outlet that is not University-designated, 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~~that are broadcast on radio or television that conflict with those broadcast on the ~~University (College)'s~~University's designated media outlets.

3.2.6 ~~**(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~ Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ tennis camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~University's youth tennis 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 tennis camps, the University ~~(College)'s summer football camps, the University (College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year~~the remaining income from the youth tennis camps, less $500, after all claims, insurance, and expenses of ~~his employment as head (Sport) coach at the University (College). This amount shall be~~such camps have been paid~~ __(terms of payment)______~~.

3.2.7 Coach agrees that the University ~~(College)~~of Idaho 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~~Teams is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College).~~of Idaho. Coach recognizes that the University ~~(College) is negotiating or~~of Idaho has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~of Idaho with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)'s~~of Idaho's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College).~~of Idaho. 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 (Sport) coach.~~Director of Tennis. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~of Idaho for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~of Idaho in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, and will not participate in any messages or promotional appearances ~~which~~that 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 ~~(College)~~ 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 ~~(College)~~ 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~~that 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 ~~(College)~~of Idaho 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~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, and the NCAA~~ (or NAIA);~~; 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~~Teams 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 ~~(College)'s~~of Idaho's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~of Idaho and Department at all times.~~ The names or titles of employees whom Coach supervises are attached as Exhibit A.~~ 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 ~~(College)'s~~of Idaho's Faculty Staff Handbook; (c) University ~~(College)'s~~of Idaho's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~ (Sport)~~ women's and men's tennis conference of which the University ~~(College)~~of Idaho 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~~ (College),~~, would reflect adversely upon the University~~ (College)~~ 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~~that are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)'s~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report the source and amount~~provide a written detailed account of all such income and benefits to the ~~University (College)'s~~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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University~~ (College).~~. 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 ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ 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 ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(or NAIA).~~.

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~~Teams, 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 (College)'s~~University's Board of ~~(Trustees or~~ 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~~Teams' competitions, but the final decision shall be made by the Director or the Director's designee.

4.~~7~~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 ~~(College)~~ 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 policies, rules ~~and~~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 ~~and~~or regulations~~,~~ of the University ~~(College)~~, 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, 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 ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA),~~, including but not limited to any such violation ~~which~~that 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 (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the ~~Team~~Teams; or

i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the ~~Team~~Teams 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 ~~(College)~~ 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 ~~(College)~~ 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 (College)'s~~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 ~~(College)~~ 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 ~~(NAIA)~~ 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 ~~(NAIA)~~ enforcement procedures~~.~~, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~of Idaho or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College).~~of Idaho.

5.2.1 At any time after commencement of this Agreement, University ~~(College),~~of Idaho, 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 ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay 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 ~~(College) until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.~~until the term of this Agreement ends or until Coach obtains other 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 ~~(College)~~of Idaho employee until the term of this Agreement ends or until Coach obtains other employment providing Coach with a reasonably comparable ~~employment~~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 ~~(College),~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~ compensation by University ~~(College)~~ 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 (College). 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 ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ 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 ~~(College)~~of Idaho 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 ~~(College).~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College).~~of Idaho.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~of Idaho 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 (College), 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 ___________, the sum of $30,000.00; (b) if the Agreement is terminated between _________ and ___________ inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between ______________ and _____________ inclusive, the sum of $10,000.00. The liquidated damages~~prior to June 30, 2013 he shall pay to the University the sum of $3,000.00. Payment 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 been represented by 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 ~~(College)~~ 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~~costs are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~sum by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University~~ (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are~~. Such payment is 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~~ (College).~~.

5.3.5 Except as ~~provide~~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 unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 (College)'s~~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 ~~(College)~~ 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 ~~(College)'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~~ (College).~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)'s~~University's student-athletes or otherwise obstruct the ~~University (College)'s~~University's ability to transact business or operate its intercollegiate athletics program.

5.6~~-~~ No Liability. The University~~ (College)~~ 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 ~~(College)~~ employees, if the University~~ (College)~~

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 ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~provided for in the State Board of Education and Board ~~or~~of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved ~~of~~by the ~~University (College)'s~~University's Board of ~~(~~Regents~~ or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(~~Regents~~ or 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 ~~(~~Regents ~~or Trustees)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University ~~(College)~~ 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 ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)'s~~University's direction or for the ~~University (College)'s~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University~~ (College).~~. Within twenty-four (24) hours of the expiration of the term of this ~~agreement~~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 ~~(College).~~.

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 (College)'s~~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: Jeff Beaman
Last known address on file with
~~University (College)'s~~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 (College)'s~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ 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 (College)'s~~University's Board of ~~(~~Regents~~ or 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~~.~~ 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 ~~(COLLEGE)~~ OF IDAHO COACH

______________________	______________________
M. Duane Nellis, President	Jeff Beaman
Date: ______________	Date: ______________

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the ______ day of ~~__________, 2000~~ , 2010.

JEFF BEAMAN – DIRECTOR OF TENNIS
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	Allows for supplemental compensation if either men's or women's team, or both, are conference champion or co-champion.
3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Deletes section providing for supplemental compensation based on ranking in national poll. Adds provision for supplemental compensation if either men's or women's team, or both, receive NCAA tournament bids.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if teams' cumulative APRs rank at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Deletes existing provisions for supplemental compensation based on ticket sales, fundraising and outreach largely because tennis is not a revenue-generating sport. Adds language allowing for additional compensation if either the men's or women's coach, or both, are named Conference Coach or Co-Coach of the Year.
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last date of competition. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. Payment is made contingent on coach's compliance with University financial stewardship policies.
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…"
5.1.4 Termination of Coach for Cause	5.1.4 Termination of Coach for Cause	Adds suspension without pay and termination for significant or repetitive violations as possible disciplinary/corrective actions.
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

JEFF BEAMAN – DIRECTOR OF TENNIS MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM		
		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.
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.
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.
5.3.4 Compensation for termination	5.3.4 Compensation for termination	References to liquidated damages are deleted for the same reason as in 5.2.2.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Women's Swim Team Head Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section II.H.1.

BACKGROUND/DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the Women's Swim Team Head Coach effective August 15, 2010, through August 14, 2014. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract are attached.

IMPACT

The extended term of the employment contract is four (4) years, commencing on August 15, 2010, and terminating on August 14, 2014.

The annual base salary is $53,518.40. Coach is eligible to participate in university-wide changes in employee compensation as approved by the athletic director, president and the Board of Regents.

Coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion or team becomes eligible for the NCAA regional tournament - $1,000.
- Academic achievement and behavior of team based on APR national rank:
  - 50th - 60th % = $250
  - 60th - 70th % = $300
  - 70th - 80th % = $400
  - 80th % or above = $450
- Conference Coach/Co-coach of the Year = $1,000.

Annual media payments are $15,000.

Maximum potential annual compensation (base salary, media payment and maximum potential incentive) is $70,968.40 plus any approved university-wide changes in compensation.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

This employment contract follows the Board's model coach contract with only minor modifications, which are delineated in the comparison matrix.

Coach's base salary in the 2005 contract was $44,899.60. The base compensation amount provided in this new agreement is funded entirely with state appropriated General Funds.

Staff recommends approval.

BOARD ACTION

A motion to approve the University of Idaho's multi-year employment contract for the Women's Swim Team Head Coach for a term commencing on August 15, 2010, and terminating on August 14, 2014, in substantial conformance to the contract submitted to the Board in Attachment 1.

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho, and Tom Jager (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University of Idaho shall employ Coach as the head coach of its intercollegiate women's swim 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 of Idaho'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 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on August 15, 2010, and terminating, without further notice to Coach, on August 14, 2014, 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 of Idaho shall provide to Coach:

a) An annual salary of $53,518.40 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the 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 women's swim team is the conference champion or co-champion or becomes eligible for the NCAA regional tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's swim coach as of the ensuing July 1st, the Coach shall receive supplemental compensation of $1000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members if either Team's cumulative APR ranks nationally at the 50th percentile or higher for women's swim teams as follows:

National rank within sport
50th - 60th % = $250
60th - 70th % = $300
70th – 80th % = $400
80th % or above = $450

3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, Coach shall receive supplemental compensation of $1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 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 in July and one-half shall be paid after the last date of competition. 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 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 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, through a media outlet that is not University-designated, 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 of Idaho 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 Teams is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University of Idaho. Coach recognizes that the University of Idaho has entered into an agreement with Nike to supply the University of Idaho with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University of Idaho's reasonable request, Coach will consult with appropriate parties concerning a Nike product's 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 of Idaho. 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 swim coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University of Idaho for review and approval prior to execution. Coach shall also report such outside income to the University of Idaho 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 that 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 that 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 of Idaho 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 Teams 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 of Idaho's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University of Idaho 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 of Idaho's Faculty-Staff Handbook; (c) University of Idaho'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 swim conference of which the University of Idaho 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 that 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 detailed written account 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 Teams, 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 Teams' 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 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, 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 Teams; 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 Teams 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.

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 of Idaho or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University of Idaho.

5.2.1 At any time after commencement of this Agreement, University of Idaho, 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 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 other 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 of Idaho employee until the term of this Agreement ends or until Coach obtains 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 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 of Idaho 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 of Idaho.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University of Idaho shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to August 14, 2014 he shall pay to the University the sum of $5,000.00. Payment 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 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 costs are extremely difficult to determine with certainty. The parties further agree that the payment of such sum by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payment is 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 his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 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 provided for in the State Board of Education and Board of 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:	Tom Jager 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 OF IDAHO	COACH
________________________	________________________
M. Duane Nellis, President	Tom Jager
Date: _____________	Date: _____________

Approved by the Board of Regents on the day of , 2010.

~~Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between (the University ~~(College),~~of Idaho, and Tom Jager (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~of Idaho shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ women's swim 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 (College)'s~~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 ~~(College)'s~~of Idaho's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University~~ (College)~~ 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 ~~(Depending on supplemental pay provisions used)~~ 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~ four (4) years, commencing on August 15, 2010, and terminating, without further notice to Coach, on August 14, 2014, 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~~ (College)~~ 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 (College)'s~~University's Board of ~~(~~Regents~~ or 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~~ (College).~~.

~~2.2.~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~of Idaho shall provide to Coach:

a) An annual salary of ~~$__________~~$53,518.40 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures~~, and such salary increases as may~~. Coach will be ~~determined appropriate~~eligible to receive University-wide changes in employee compensation upon approval by the Director ~~and~~ , the President, and ~~approved by~~ the ~~University (College)'s~~ Board of ~~(~~Regents~~ or Trustees)~~;

b) The opportunity to receive such employee benefits as the University~~ (College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~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~~ women's swim team is the conference champion or co-champion ~~and also~~or becomes eligible for ~~a (bowl game~~ the NCAA regional tournament pursuant to NCAA Division I guidelines~~ or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ women's swim coach as of the ensuing July 1st, the ~~University (College)~~ Coach shall ~~pay to Coach~~ receive supplemental compensation ~~in an amount equal to (amount or computation)~~ of ~~Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved.~~ $1000. The University ~~(College)~~ 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 (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College)~~

3.2.2 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members if either Team's cumulative APR ranks nationally at the 50th percentile or higher for women's swim teams as follows:

National rank within sport
50th - 60th % = $250
60th - 70th % = $300
70th – 80th % = $400
80th % or above = $450

3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, Coach shall receive 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 in an amount up to ___(amount or computation)___ 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 (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) 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 or Trustees)_ as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. 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.~~

~~3.2.5 The Coach shall receive the sum of _(amount or computation)_ from the University (College) or the University (College)'s~~3.2.4 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). ~~Coach's~~Each year, one-half of this sum shall be paid in July and one-half shall be paid after the last date of competition. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the ~~Team's~~Team's last regular season or post-season competition, whichever occurs later~~. This sum shall be paid __(terms or~~

~~conditions of~~, 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 his duties as an employee of University ~~(College)~~ are the property of the University ~~(College).~~. The University ~~(College)~~ 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 ~~(College)~~ 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, through a media outlet that is not University-designated, 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~~that are broadcast on radio or television that conflict with those broadcast on the ~~University (College)'s~~University's designated media outlets.

~~3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth _(Sport)_ camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'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 (College)'s summer football camps, the University (College) shall pay Coach _(amount)_ per year as supplemental compensation during each year of his employment as head _(Sport)_ coach at the University (College). This amount shall be paid __(terms of payment)______.~~

~~3.2.7 Coach agrees that the University (College)~~3.2.5 Coach agrees that the University of Idaho 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~~Teams is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College).~~of Idaho. Coach recognizes that the University ~~(College) is negotiating or~~of Idaho has entered into an agreement with ~~__(Company Name)__~~Nike to supply the University ~~(College)~~of Idaho with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)'s~~of Idaho's reasonable request, Coach will consult with appropriate parties concerning ~~an __(Company Name)__~~a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~__(Company Name)__~~Nike, or give a lecture at an event sponsored in whole or in part by ~~_(Company Name)_~~Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College).~~of Idaho. 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

~~(Sport)~~ women's swim coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~of Idaho for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~of Idaho in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, and will not participate in any messages or promotional appearances ~~which~~that 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 ~~(College)~~ 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 ~~(College)~~ 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~~that 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 ~~(College)~~of Idaho 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~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, and the NCAA~~ (or NAIA);~~; 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~~Teams 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 ~~(College)'s~~of Idaho's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~of Idaho and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit A.~~ 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 ~~(College)'s~~of Idaho's Faculty-Staff Handbook; (c) University ~~(College)'s~~of Idaho's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ women's swim conference of which the University ~~(College)~~of Idaho 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~~(College),~~, would reflect adversely upon the University~~(College)~~ 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~~that are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)'s~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report the source and amount~~provide a detailed written account of all such income and benefits to the ~~University (College)'s~~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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University~~(College).~~. 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 ~~(College)~~ booster club, University ~~(College)~~ alumni association, University~~(College)~~ 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~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~(or NAIA).~~.

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~~Teams, 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 (College)'s~~University's Board of ~~(Trustees or~~ 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~~Teams' competitions, but the final decision shall be made by the Director or the Director's designee.

4.~~7~~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 ~~(College)~~ 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 policies, rules ~~and~~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 ~~and~~or regulations~~,~~ of the University ~~(College)~~, 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, 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 ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA),~~, 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 (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA), 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 (College), the University (College)'s governing board, the conference, or the NCAA (NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the ~~Team~~Teams; 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 Teams 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 ~~(College)~~ 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 ~~(College)~~ 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 (College)'s~~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 ~~(College)~~ 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 ~~(NAIA)~~ 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 ~~(NAIA)~~ enforcement procedures~~.~~, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~of Idaho or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College).~~of Idaho.

5.2.1 At any time after commencement of this Agreement, University ~~(College),~~of Idaho, 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 ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay 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 ~~(College) until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.~~until the term of this Agreement ends or until Coach obtains other 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 ~~(College)~~of Idaho employee until the term of this Agreement ends or until Coach obtains other employment providing Coach with a reasonably comparable ~~employment~~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~~ (College),~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~ compensation by University ~~(College)~~ 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 (College). 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 ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ 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 ~~(College)~~of Idaho 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 ~~(College).~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College).~~of Idaho.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~of Idaho 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 (College), 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 ___________, the sum of $30,000.00; (b) if the Agreement is terminated between _________ and ___________ inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between ______________ and _____________ inclusive, the sum of $10,000.00. The liquidated damages~~prior to August 14, 2014 he shall pay to the University the sum of $5,000.00. Payment 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 been represented by 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 ~~(College)~~ 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~~costs are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~sum by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are~~. Such payment is 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 ~~(College).~~.

5.3.5 Except as ~~provide~~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 unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 (College)'s~~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 ~~(College)~~ 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 ~~(College)'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 ~~(College).~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)'s~~University's student-athletes or otherwise obstruct the ~~University (College)'s~~University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University ~~(College)~~ 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 ~~(College)~~ employees, if the University ~~(College)~~ 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 ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~provided for in the State Board of Education and Board ~~or~~of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(~~Regents~~ or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(~~Regents~~ or 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 ~~(~~Regents ~~or Trustees)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University ~~(College)~~ 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 ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)'s~~University's direction or for the ~~University (College)'s~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University~~ (College).~~. Within twenty-four (24) hours of the expiration of the term of this ~~agreement~~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~~ (College).~~.

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 (College)'s~~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: Tom Jager
Last known address on file with
~~University (College)'s~~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 (College)'s~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ 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 (College)'s~~University's Board of ~~(~~Regents~~ or 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~~.~~ 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 ~~(COLLEGE)~~ OF IDAHO　　　　　　COACH

__________________________　　　　__________________________

~~__________~~M. Duane Nellis, President　　　　Tom Jager

Date: ________________　　　　Date: ________________

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the ~~____~~___ day of ~~__________, 2000~~ , 2010.

TOM JAGER – HEAD WOMEN'S SWIMMING COACH MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM		
Model Contract Section	**UI Contract Section**	**Modification/Justification for Modification**
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	Allows for supplemental compensation if team is conference champion or co-champion, or becomes eligible for the NCAA regional tournament.
3.2.2 Supplemental Compensation	None	Deletes section providing for supplemental compensation based on ranking in national poll.
3.2.3 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if team's cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	3.2.3 Supplemental Compensation	Deletes existing provisions for supplemental compensation based on ticket sales, fundraising and outreach because swimming is not a revenue-generating sport and these provisions are therefore not applicable. Adds language allowing for additional compensation if coach is named Conference Coach or Co-Coach of the Year.
3.2.5 Supplemental Compensation	3.2.4 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last date of competition. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. Payment is made contingent on coach's compliance with University financial stewardship policies.
3.2.6 Summer Camps	none	Neither the University nor the Coach have interest in running summer camps
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…"
5.1.4 Termination of Coach for Cause	5.1.4	Adds suspension without pay and termination for significant or repetitive violations as possible disciplinary/corrective actions.
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

TOM JAGER – HEAD WOMEN'S SWIMMING COACH MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM		
		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.
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.
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.
5.3.4 Compensation for termination	5.3.4 Compensation for termination	References to liquidated damages are deleted for the same reason as in 5.2.2.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Men's Basketball Team Head Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section II.H.1.

DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the Men's Basketball Team Head Coach effective March 24, 2010, through March 23, 2015. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract are attached.

IMPACT

The extended term of the employment contract is five (5) years, commencing on March 24, 2010 and terminating on March 23, 2015.

The annual base salary is as follows:

- 2010-11 $132,808
- 2011-12 $140,816
- 2012-13 $148,824
- 2013-14 $156,832
- 2014-15 $164,840

The salary increases are expressly contingent upon the following: (1) academic achievement and behavior of team members, as described in Paragraph 3.2.4 of this agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the director; (3) compliance with the University's financial stewardship policies as set forth in university's Administrative Procedures Manual Chapter 25; and (4) approval by the president, in the president's sole discretion.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion or team becomes eligible for the NCAA tournament – 1/13th of annual salary.
2. Team ranked in the top 25 in any published national final poll – 1/13th of annual salary.
3. Conference Coach of the Year = $5,000.

4. Academic achievement and behavior of team based on APR national rank exceeding the NCAA Division 1 average for men's basketball teams - $5,000.
5. Annual media payments are $60,000.00.
6. Team Victories
   a. $5,000 for 14 victories
   b. additional $5,000 for 17 victories
   c. additional $5,000 for 20 victories
7. Team progresses to the Round of 16 in the NCAA tournament - $25,000.
8. Supplemental Increase for Repeat Performance – any of the supplements under items 2, 3, 4, 6 or 7 will be increased by 25% if the coach achieves the same goal in the next succeeding year.
9. Gate Receipts – 20% of gate receipts in excess of $35,000 up to $50,000 and 25% of gate receipts in excess of $50,000.
10. Net Game Guarantee – From the gross revenues paid to the University by all non-conference opponents during the regular season, the University will deduct the base amount of $65,000 plus any game guarantees (including travel, hotel or other support) paid by the University to non-conference opponents. The remaining balance shall be the net game guarantee paid to Coach.

Maximum potential annual compensation (base salary, media payment and maximum potential incentive not including net game guarantee) is as follows:

- 2010-11 $266,240
- 2011-12 $287,980
- 2012-13 $312,845
- 2013-14 $341,616
- 2014-15 $375,270

Coach may participate in youth basketball camps as follows:

- Remaining income from any University operated camp, less $500, after all claims, insurance, and expenses of camp have been paid, OR
- In the event the University elects not to operate a camp, coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Employment Contract – clean Page 5
Attachment 2 – Employment Contract – redline Page 21
Attachment 3 – Contract Comparison Matrix Page 39

STAFF COMMENTS AND RECOMMENDATIONS

This employment contract follows the Board's model coach contract with changes delineated in the comparison matrix. The base compensation amount provided in this agreement is funded entirely with state appropriated General Funds. The contract includes several unique forms of supplemental compensation outside of the model contract including: (1) a 25% escalator clause for supplemental compensation if earned again in subsequent seasons; (2) up to 25% of gate receipts; and (3) payment of a net game guarantee.

Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho's multi-year employment contract for the Men's Basketball Team Head Coach for a term commencing on March 24, 2010, and terminating on March 23, 2015, in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Don Verlin (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 men's basketball 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 3.2.11 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, effective March 24, 2010, and terminating, without further notice to Coach, on March 23, 2015, 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 as follows;

i. From March 24, 2010 through March 23, 2011: $132,808.

ii. From March 24, 2011 through March 23, 2012: $140,816.

iii. From March 24, 2012 through March 23, 2013: $148,824.

iv. From March 24, 2013 through March 23, 2014: $156,832.

v. From March 24, 2014 through March 23, 2015: $164,840.

The above salary amounts are payable in biweekly installments in accordance with normal University procedures. The salary increases in paragraphs ii, iii, and iv are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

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 or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head men's basketball 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 or NCAA tournament 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 any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men's basketball 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 is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball 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 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members. If the Team's annual APR (for the previous fall and spring semesters) exceeds the NCAA Division 1 average for men's basketball teams, 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. 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.

3.2.5 The Coach shall receive the sum of $60,000 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 men's basketball game, and one-half shall be paid no later than two weeks after the last regular season men's basketball game or post season 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, 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 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 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, through a media outlet that is not University-designated, 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 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $5,000 for 14 victories; an additional $5,000 for 17 victories; and an additional $5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team progresses to the Round of 16 in the NCAA tournament, the Coach shall receive supplemental compensation of $25,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 If the Coach earns any of the forms of supplemental compensation described in paragraphs 3.2.2, 3.2.3, 3.2.4, 3.2.6, or 3.2.7, such supplemental compensation will increase by 25% in the next contract year. For example, if Coach is named conference coach of the year, and the conditions of Paragraph 3.2.3 are otherwise met, he will receive supplemental compensation of $5000 in the year he is named. If he is again named conference coach of the year, his supplemental compensation will be $6250 ($5000 + 25%).

3.2.9 Each year gate receipts for men's basketball exceed $35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed $35,000 and 25% of the gate receipts that exceed $50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Non-Conference Basketball Net Game Guarantee

a. Each year Coach continues to be employed as University's head coach of its intercollegiate men's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.
b. The Net Game Guarantee will be calculated as follows: from the gross revenue paid to the University by all non-conference opponents during the regular competitive season, the University will deduct a base amount of $65,000, and will further deduct any game guarantees (including travel, hotel or other support provided

to an opponent) paid out to non-conference opponents during the same regular competitive season. The remaining balance shall be the Net Game Guarantee paid to Coach.

c. Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of $65,000.

3.2.11 Coach agrees that the University has the exclusive right to operate youth basketball 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 youth basketball 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 basketball camps, the University shall pay Coach the remaining income from the youth basketball 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 basketball 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 basketball 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."

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.

3.2.12 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 a Nike product's 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 men's basketball 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 that 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 that 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 Faculty Staff 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 men's basketball 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 that 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 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 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 that 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.

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 <u>Termination of Coach for Convenience of University.</u>

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 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 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 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. 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 sums 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 sum: (a) if the Agreement is terminated on or before March 24, 2011, the sum of $175,000.00; (b) if the Agreement is terminated between March 24, 2011 and March 23, 2012 inclusive, the sum of $100,000.00; (c) if the Agreement is terminated between March 24, 2012 and March 23, 2013 inclusive, the sum of $50,000.00; (d) if the Agreement is terminated between March 24, 2013 and March 23, 2014 inclusive, the sum of $25,000; (e) if the Agreement is terminated between March 24, 2014 and March 23, 2015 inclusive, the sum of $0. The applicable 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 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 costs 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 his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 provided for in the State Board of Education and Board of 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 by 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:	Don Verlin 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**
______________________________	________________________
M. Duane Nellis, President Date	Don Verlin Date

Approved by the Board of Regents on the day of , 2010.

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~~Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~(~~the University ~~(College~~of Idaho (University), and Don Verlin (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ men's basketball 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 (College)'s~~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 (College)'s~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ 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 ~~(Depending on supplemental pay provisions used)~~ 3.2.11 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~ five (5) years, ~~commencing on~~ effective March 24, 2010, and terminating, without further notice to Coach, on March 23, 2015, 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 ~~(College)~~ 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 (College)'s~~University's Board of ~~(~~Regents ~~or 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 ~~(College).~~.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary ~~of $__________ per year,~~as follows;

i. From March 24, 2010 through March 23, 2011: $132,808.

ii. From March 24, 2011 through March 23, 2012: $140,816.

iii. From March 24, 2012 through March 23, 2013: $148,824.

iv. From March 24, 2013 through March 23, 2014: $156,832.

v. From March 24, 2014 through March 23, 2015: $164,840.
The above salary amounts are payable in biweekly installments in accordance with normal University ~~(College)~~ procedures~~, and such~~. The salary increases ~~as may be determined~~ in paragraphs ii, iii, and iv are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director~~ and ~~; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President~~ and approved by the University (College)'s Board of (Regents or Trustees)_____ ;~~, in the President's sole discretion.

b) The opportunity to receive such employee benefits as the University~~ (College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~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~~ or becomes eligible for ~~a (bowl game~~ the NCAA tournament pursuant to NCAA Division I guidelines~~ or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ men's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of~~ one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post-season)~~ or NCAA tournament eligibility ~~are~~is achieved. The University ~~(College)~~shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.1.~~ 3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men's basketball 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.~~2~~3 Each year Coach is named Conference Coach of the ~~Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~ Year, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ men's basketball coach as of the ensuing July 1st, ~~the University (College)~~Coach shall ~~pay Coach~~ receive supplemental compensation ~~in an amount equal to (amount or computation)~~ of ~~Coach's Annual Salary in effect on the date of the final poll.~~$5,000. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.~~3 Each year~~4 Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation)~~ each year based on the academic achievement and behavior of Team members. ~~The determination of whether~~If the Team's annual APR (for the previous fall and spring semesters) exceeds the NCAA Division 1 average for men's basketball teams, and if Coach ~~will~~ continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall 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 (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ $5,000. 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 ~~or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College)~~

~~students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. 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.~~

3.2.5 The Coach shall receive the sum of ~~(amount or computation)~~ $60,000 from the University ~~(College)~~ or the ~~University (College)'s~~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). ~~Coach's~~Each year, one-half of this sum shall be paid prior to the first regular season men's basketball game, and one-half shall be paid no later than two weeks after the last regular season men's basketball game or post season game, whichever occurs later. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the ~~Team's~~Team's last regular season or post-season competition, whichever occurs later~~. This sum shall be paid __(terms or conditions of~~, 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 his duties as an employee of University ~~(College)~~ are the property of the University ~~(College).~~. The University ~~(College)~~ 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 ~~(College)~~ 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, through a media outlet that is not University-designated, 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~~that are broadcast on radio or television that conflict with those broadcast on the ~~University (College)'s~~University's designated media outlets.

3.2.6 ~~**(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $5,000 for 14 victories; an additional $5,000 for 17 victories; and an additional $5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team progresses to the Round of 16 in the NCAA tournament, the Coach shall receive supplemental compensation of $25,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 If the Coach earns any of the forms of supplemental compensation described in paragraphs 3.2.2, 3.2.3, 3.2.4, 3.2.6, or 3.2.7, such supplemental compensation will increase by 25% in the next contract year. For example, if Coach is named conference coach of the year, and the conditions of Paragraph 3.2.3 are otherwise met, he will receive supplemental compensation of $5000 in the year he is named. If he is again named conference coach of the year, his supplemental compensation will be $6250 ($5000 + 25%).

3.2.9 Each year gate receipts for men's basketball exceed $35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed $35,000 and 25% of the gate receipts that exceed $50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Non-Conference Basketball Net Game Guarantee

a. Each year Coach continues to be employed as University's head coach of its intercollegiate men's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.
b. The Net Game Guarantee will be calculated as follows: from the gross revenue paid to the University by all non-conference opponents during the regular competitive season, the University will deduct a base amount of $65,000, and will further deduct any game guarantees (including travel, hotel or other support provided to an opponent) paid out to non-conference opponents during the same regular competitive season. The remaining balance shall be the Net Game Guarantee paid to Coach.
c. Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of $65,000.

3.2.11 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ basketball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~University's youth basketball 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 basketball camps, the University ~~(College)'s summer football camps, the University (College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year~~the remaining income from the youth basketball camps, less $500, after all claims, insurance, and expenses of ~~his employment as head (Sport) coach at the University (College). This amount shall be~~such camps have been paid ~~(terms of payment)~~ .

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth basketball 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 basketball 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."

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~~ 12 Coach agrees that the University ~~(College)~~ 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 ~~(College).~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College).~~. 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 ~~(Sport)~~ men's basketball coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, and will not participate in any messages or promotional appearances ~~which~~that 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 ~~(College)~~ 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 ~~(College)~~ 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~~that 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 ~~(College)~~ 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~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, and the NCAA~~ (or NAIA);~~; 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 (College)'s~~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 ~~(College)~~ and Department at all times.~~ The names or titles of employees whom Coach supervises are attached as Exhibit A.~~ 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 (College)'s~~University's Faculty Staff Handbook; (c) ~~University (College)'s~~University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ men's basketball conference of which the University~~ (College)~~ 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~~ (College),~~, would reflect adversely upon the University~~ (College)~~ 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~~that are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)'s~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report the source and amount~~provide a written detailed account of all such income and benefits to the ~~University (College)'s~~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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College).~~. 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 ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ 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 ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(or NAIA).~~.

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 (College)'s~~University's Board of ~~(Trustees or~~ 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.~~7~~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~~ (College)~~ 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 policies, rules ~~and~~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 ~~and~~or regulations~~,~~ of the University~~ (College)~~, 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~~, 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 ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the University ~~(College)~~'s governing board, the conference or the NCAA~~ (NAIA),~~, including but not limited to any such violation ~~which~~that 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 (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College) ~~or its athletic programs;

f) The failure of Coach to represent the University~~ (College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA) ~~or the University~~ (College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the

University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA),~~, 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~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA),~~, 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 ~~(College)~~ 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 ~~(College)~~ 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 (College)'s~~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 ~~(College)~~ 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 ~~(NAIA)~~ 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 ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University~~ (College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University~~ (College).~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College),~~, 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 ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay 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 ~~(College) until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.~~until the term of this Agreement ends or until Coach obtains 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 ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment providing Coach with a reasonably comparable ~~employment~~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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. 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 ~~(College), which damages~~that are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~sums by University ~~(College)~~ 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 (College). 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 ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ 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 ~~(College)~~ 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 ~~(College).~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College).~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ 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 ~~(College), 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 ~~,~~March 24, 2011, the sum of $~~30~~175,000.00; (b) if the Agreement is terminated between March 24, 2011 and March 23, 2012 inclusive, the sum of $~~20~~100,000.00; (c) if the Agreement is terminated between March 24, 2012 and March 23, 2013 inclusive, the sum of $50,000.00; (d) if the Agreement is terminated between March 24, 2013 and March 23, 2014 inclusive, the sum of $~~10,000.00.~~25,000; (e) if the Agreement is terminated between March 24, 2014 and March 23, 2015 inclusive, the sum of $0. The ~~liquidated damages~~applicable 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 The parties have ~~both been represented by 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 ~~(College)~~ 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~~costs 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 ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College) 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 ~~(College).~~.

5.3.5 Except as ~~provide~~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 unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 (College)'s~~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 ~~(College)~~ 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 (College)'s~~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 ~~(College).~~.

5.5 Interference by Coach. In the event of termination~~,~~ or suspension, ~~or reassignment,~~ Coach agrees that Coach will not interfere with the ~~University (College)'s~~University's student-athletes or otherwise obstruct the ~~University (College)'s~~University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University ~~(College)~~ 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 ~~(College)~~ employees, if the University ~~(College)~~ 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 ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~provided for in the State Board of Education and Board ~~or~~of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved ~~of~~by the ~~University (College)'s~~University's Board of ~~(~~Regents ~~or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(~~Regents ~~or 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 ~~(~~Regents ~~or Trustees)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University ~~(College)~~ 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 ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)'s~~University's direction or for the ~~University (College)'s~~University's use or otherwise in connection with Coach's employment hereunder, are and shall remain the sole property of the University~~ (College).~~. Within twenty-four (24) hours of the expiration of the term of this ~~agreement~~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~~ (College).~~.

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~~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 (College)'s~~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: Don Verlin
Last known address on file with
~~University (College)'s~~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 (College)'s~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ 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 (College)'s~~University's Board of ~~(~~Regents~~ or 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~~.~~, 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 ~~**(COLLEGE)**~~ **COACH**

___________________________________ _________________________

M. Duane Nellis, President Date Don Verlin

Date

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the _____ day of __________ ~~, 2000.~~ ________________, 2010.

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DON VERLIN – HEAD MEN'S BASKETBALL COACH
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Provides for annual increases contingent on academic performance and behavior of athletes, conduct of assistant coaches, compliance with financial stewardship policies, and approval of the President.
3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	Allows for supplemental compensation if team is conference champion or co-champion, or becomes eligible for the NCAA tournament.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if Coach is named Conference Coach of the Year; moves supplemental compensation for academic achievement to section 3.2.4.
3.2.3 Supplemental Compensation	3.2.4 Supplemental Compensation	Provides for supplemental compensation if team's cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	deleted	Deletes existing provisions for supplemental compensation based on ticket sales, fundraising and outreach. Replaced by 3.2.9.
3.2.5 Supplemental Compensation	3.2.5 Supplemental compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last date of competition. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. Payment is made contingent on coach's compliance with University financial stewardship policies.
3.2.6 Summer Camps	3.2.11 Summer camps	Renumbered. Amount of compensation for participation in University's summer basketball camps not specified. Coach will receive balance of income from camp, less $500, after all operational expenses have been paid. Includes alternative provision allowing coach to operate summer camps as a private enterprise if the University opts not to run them. The Board has previously approved these provisions.
3.2 Supplemental Compensation	3.2.6 Supplemental Compensation	Provides for payment of $5000 for 14 wins, an additional $5000 for 17 wins, and an additional $5000 for 20 wins.
3.2 Supplemental Compensation	3.2.7 Supplemental Compensation	Provides for payment of $25000 if Team reaches Sweet Sixteen at NCAA tournament.
3.2 Supplemental Compensation	3.2.8 Supplemental Compensation	Provides for an escalator. If Coach earns any form of supplemental compensation, and earns it again in a subsequent season, it is increased by 25%.
3.2 Supplemental Compensation	3.2.9 Supplemental Compensation	Provides for payment to Coach of 25% of gate receipts above $35000.

DON VERLIN – HEAD MEN’S BASKETBALL COACH MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM		
3.2 Supplemental Compensation	3.2.10 Supplemental Compensation	Provides for payment of a Net Game Guarantee from revenue for non-conference basketball games, after deduction of a base amount of $65,000. Coach is required to schedule at least one non-conference game that will generate net revenue to the University of at least $65,000.
3.2.7 Supplemental Compensation	3.2.12 Supplemental Compensation	Renumbered. No substantive changes.
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…”
5.1.4 Termination of Coach for Cause	5.1.4 Termination of Coach for Cause	Adds suspension without pay and termination for significant or repetitive violations as possible disciplinary/corrective actions.
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.
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.
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.
5.3.4 Compensation for termination	5.3.4 Compensation for termination	References to liquidated damages are deleted for the same reason as in 5.2.2.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Women's Basketball Team Head Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section II.H.1.

DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the Women's Basketball Team Head Coach effective March 27, 2010, through March 26, 2015. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract are attached.

IMPACT

The extended term of the employment contract is five (5) years, commencing on March 27, 2010, and terminating on March 26, 2015.

The annual base salary is $90,000. Coach is eligible to participate in university-wide changes in employee compensation as approved by the athletic director, president and the Board of Regents.

Coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion or team becomes eligible for the NCAA tournament: 1/13th of annual salary.
- Team ranked in the top 25 in any published national final poll: 1/13th of annual salary.
- Conference Coach of the Year: $2,000.
- Academic achievement and behavior of team based on APR national rank:
    - 50th - 60th % = $500
    - 60th - 70th % = $750
    - 70th - 80th % = $1,000
    - 80th % or above = $1,250
- Annual media payments are $15,000
- Team victories:
    - $3,000 for 14 victories
    - Additional $3,000 for 17 victories
    - Additional $3,000 for 20 victories
- Gate Receipts: 25% of gate receipts in excess of $15,000.
- Team Progresses to the Round of 16 in the NCAA tournament: $5,000

OR

- Team invited to participate and team plays in the Women's National Invitation Tournament (WNIT): $2,500.

OR

- Team invited to participate and team plays in the Women's Basketball Invitational (WBI): $1,000.
- Net Game Guarantee: From the gross revenues paid to the University by all non-conference opponents during the regular season, the University will deduct the base amount of $10,000 plus any game guarantees (including travel, hotel or other support) paid by the University to non-conference opponents. The remaining balance shall be the net game guarantee paid to Coach.

Maximum potential annual compensation (base salary, media payment and maximum potential incentive) is $136,096 plus any approved university-wide changes in compensation. Note that the Gate Receipts supplement and the Net Game Guaranty supplement are not included in this maximum as they are not calculable at this juncture.

Coach may participate in youth basketball camps as follows:

- Remaining income from any university operated camp, less $500, after all claims, insurance, and expenses of camp have been paid, OR
- in the event the University elects not to operate a camp, coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Employment Contract – clean	Page 3
Attachment 2 – Employment Contract – redline	Page 19
Attachment 3 – Contract Comparison Matrix	Page 37

STAFF COMMENTS AND RECOMMENDATIONS

This employment contract follows the Board's model coach contract with changes delineated in the comparison matrix. The contract includes several unique forms of supplemental compensation outside of the model contract including: (1) up to 25% of gate receipts; and (2) payment of a net game guarantee. The coach's current annual base salary is $90,000. The base compensation amount provided in this new agreement is funded entirely with state appropriated General Funds. Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho's multi-year employment contract for the Women's Basketball Team Head Coach for a term commencing on March 27, 2010, and terminating on March 26, 2015, in substantial conformance to the contract submitted to the Board in Attachment 1.

Moved by __________ Seconded by ___________ Carried Yes ______ No ______

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Jon Newlee (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 basketball 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 3.2.12 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, effective March 27, 2010, and terminating, without further notice to Coach, on March 26, 2015, 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 $90,000 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the 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 or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's basketball 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 or NCAA tournament 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 any published national final poll of intercollegiate women's basketball teams and if Coach continues to be employed as University's head women's basketball 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 is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally above the 50th percentile for women's basketball teams as follows:

National rank within sport
50th - 60th % = $500
60th - 70th % = $750
70th – 80th % = $1,000
80th % or above = $1,250

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.

3.2.5 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 women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball game or post season 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, 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 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 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, through a media outlet that is not University-designated, 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 and that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $3,000 for 14 victories; an additional $3,000 for 17 victories; and an additional $3,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for women's basketball exceed $15,000, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 25% of the gate receipts that exceed $15,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team progresses to the Round of 16 in the NCAA tournament, the 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.

3.2.9 Each year the Team receives an invitation to participate and plays in the WNIT, the Coach shall receive supplemental compensation of $2,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Each year the Team receives an invitation to participate and plays in the WBI, the Coach shall receive supplemental compensation of $1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.11 Non-Conference Basketball Net Game Guarantee

a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.

b. The Net Game Guarantee will be calculated as follows: from the gross revenue paid to the University by all non-conference opponents during the regular competitive season, the University will deduct a base amount of $10,000, and will further deduct any game guarantees (including travel, hotel or other support provided to an opponent) paid out to non-conference opponents during the same regular competitive season. The remaining balance shall be the Game Guarantee paid to the Coach.

c. The Coach shall schedule at least one non-conference game, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of $10,000.

3.2.12 Coach agrees that the University has the exclusive right to operate youth basketball 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 youth basketball 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 basketball camps, the University shall pay Coach the remaining income from the youth basketball 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 basketball 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 basketball 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."

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.

3.2.13 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 basketball 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 that 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 that 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 Faculty-Staff 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 basketball 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 that 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 the 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; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in 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, 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 that 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.

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 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 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 sum: (a) if the Agreement is terminated on or before March 26, 2011, the sum of $90,000.00; (b) if the Agreement is terminated between March 27, 2011 and March 26, 2012 inclusive, the sum of $50,000.00; (c) if the Agreement is terminated between March 27, 2012 and March 26, 2013 inclusive, the sum of $25,000.00; (d) if the Agreement is terminated between March 27, 2013 and March 26, 2014 inclusive, the sum of $15,000; (e) if the Agreement is terminated between March 27, 2014 and March 26, 2015 inclusive, the sum of $0. Any sum payable under the terms of this provision 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 of eight (8) percent per annum until paid.

5.3.4 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 costs 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 his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 of 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 by 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:	Jon Newlee 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**
______________________________	______________________________
M. Duane Nellis, President Date	Jon Newlee Date

Approved by the Board of Regents on the ____day of ________, 2010.

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~~Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~(~~the University ~~(College~~of Idaho (University), and Jon Newlee (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ women's basketball 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 (College)'s~~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 (College)'s~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University~~ (College)~~ 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 ~~(Depending on supplemental pay provisions used)~~ 3.2.12 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~five (5) years, ~~commencing on~~ effective March 27, 2010, and terminating, without further notice to Coach, on March 26, 2015, 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~~ (College)~~ 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 (College)'s~~University's Board of ~~(~~Regents~~ or 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~~ (College).~~.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of ~~$__________~~$90,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures~~, and such salary increases as may~~. Coach will be ~~determined appropriate~~eligible to receive University-wide changes in employee compensation upon approval by the Director ~~and~~ , the President, and ~~approved by~~ the ~~University (College)'s~~ Board of ~~(~~Regents~~ or Trustees)~~;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~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~~ or becomes eligible for ~~a (bowl game~~ the NCAA tournament pursuant to NCAA Division I guidelines~~ or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ women's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of~~ one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post-season)~~ or NCAA tournament eligibility ~~are~~is achieved. The University ~~(College)~~shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.1.~~ 3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate women's basketball teams and if Coach continues to be employed as University's head women's basketball 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.~~2~~3 Each year Coach is named Conference Coach of the ~~Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~ Year, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ women's basketball coach as of the ensuing July 1st, ~~the University (College)~~Coach shall ~~pay Coach~~ receive supplemental compensation ~~in an amount equal to (amount or computation)~~ of ~~Coach's Annual Salary in effect on the date of the final poll.~~$2,000. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.~~3 Each year~~4 Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation)~~ each year based on the academic achievement and behavior of Team members~~. The determination of whether Coach will receive such supplemental compensation and~~ if the ~~timing of~~ Team's cumulative APR ranks nationally above 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~~50th percentile for ~~all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ women's basketball teams as follows:

National rank within sport
50th - 60th % = $500
60th - 70th % = $750
70th – 80th % = $1,000
80th % or above = $1,250

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 ~~or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. 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.~~

3.2.5 The Coach shall receive the sum of ~~(amount or computation)~~ $15,000 from the University ~~(College)~~ or the ~~University (College)'s~~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). ~~Coach's~~Each year, one-half of this sum shall be paid prior to the first regular season women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball game or post season game, whichever occurs later. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the ~~Team's~~Team's last regular season or post-season competition, whichever occurs later~~. This sum shall be paid __(terms or conditions of~~ , 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 his duties as an employee of University ~~(College)~~ are the property of the University~~ (College).~~. The University~~ (College)~~ 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 ~~(College)~~ 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, through a media outlet that is not University-designated, 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~~ that are broadcast on radio or television and that conflict with those broadcast on the ~~University (College)'s~~University's designated media outlets.

3.2.6 ~~**(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~If Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $3,000 for 14 victories; an additional $3,000 for 17 victories; and an additional $3,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for women's basketball exceed $15,000, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 25% of the gate receipts that exceed $15,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team progresses to the Round of 16 in the NCAA tournament, the 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.

3.2.9 Each year the Team receives an invitation to participate and plays in the WNIT, the Coach shall receive supplemental compensation of $2,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Each year the Team receives an invitation to participate and plays in the WBI, the Coach shall receive supplemental compensation of $1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.11 Non-Conference Basketball Net Game Guarantee

a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.

b. The Net Game Guarantee will be calculated as follows: from the gross revenue paid to the University by all non-conference opponents during the regular competitive season, the University will deduct a base amount of $10,000, and will further deduct any game guarantees (including travel, hotel or other support provided to an opponent) paid out to non-conference opponents during the same regular competitive season. The remaining balance shall be the Game Guarantee paid to the Coach.

c. The Coach shall schedule at least one non-conference game, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of $10,000.

3.2.12 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ basketball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~University's youth basketball 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 basketball camps, the University ~~(College)'s summer football camps, the University (College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year~~the remaining income from the youth basketball camps, less $500, after all claims, insurance, and expenses of ~~his employment as head (Sport) coach at the University (College). This amount shall be~~such camps have been paid ~~(terms of payment)~~.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth basketball 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 basketball 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."

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~~13 Coach agrees that the University ~~(College)~~ 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 ~~(College).~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) product's~~Nike products design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College).~~. 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 ~~(Sport)~~ women's basketball coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, and will not participate in any messages or promotional appearances ~~which~~that 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 ~~(College)~~ 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 ~~(College)~~ 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~~ that 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 ~~(College)~~ 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 ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, and the NCAA ~~(or NAIA);~~; 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 (College)'s~~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 ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit A.~~ 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 (College)'s~~University's Faculty-Staff Handbook; (c) ~~University (College)'s~~University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ women's basketball conference of which the University ~~(College)~~ 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 ~~(College),~~, would reflect adversely upon the University ~~(College)~~ 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~~that are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)'s~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~provide a written detailed account of the source and amount of all such income and benefits to the ~~University (College)'s~~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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College).~~. 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 ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ 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 ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(or NAIA).~~.

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 the President and the ~~University (College)'s~~University's Board of ~~(Trustees or~~ 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.~~7~~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 ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ 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 policies, rules ~~and~~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 ~~and~~or regulations~~,~~ of the University ~~(College)~~, 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, 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 ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA),~~, including but not limited to any such violation ~~which~~ that 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 (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the

NCAA ~~(NAIA),~~, 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 ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(NAIA),~~, 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 ~~(College)~~ 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 ~~(College)~~ 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 (College)'s~~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 ~~(College)~~ 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 ~~(NAIA)~~ 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 ~~(NAIA)~~ enforcement procedures~~.~~, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College).~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College),~~, 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 ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ 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 ~~(College) until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.~~until the term of this Agreement ends or until Coach obtains 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 ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment providing Coach with a reasonably comparable ~~employment~~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 ~~(College), which damages~~that are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~ compensation by University ~~(College)~~ 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 (College). 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 ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ 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 ~~(College)~~ 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 ~~(College).~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College).~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ 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 ~~(College), 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 ~~,~~March 26, 2011, the sum of $~~30~~90,000.00; (b) if the Agreement is terminated between March 27, 2011 and March 26, 2012 inclusive, the sum of $~~20~~50,000.00; (c) if the Agreement is terminated between March 27, 2012 and March 26, 2013 inclusive, the sum of $25,000.00; (d) if the Agreement is terminated between March 27, 2013 and March 26, 2014 inclusive, the sum of $~~10,000.00. The liquidated damages~~15,000; (e) if the Agreement is terminated between March 27, 2014 and March 26, 2015 inclusive, the sum of $0. Any sum payable under the terms of this provision 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 of eight (8) percent per annum until paid.

5.3.4 The parties have ~~both been represented by 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 ~~(College)~~ 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~~costs 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 ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College) 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 ~~(College).~~.

5.3.5 Except as ~~provide~~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 unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

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 (College)'s~~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 ~~(College)~~ 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 (College)'s~~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~~ (College).~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)'s~~University's student-athletes or otherwise obstruct the ~~University (College)'s~~University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University~~ (College)~~ 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 ~~(College)~~ employees, if the University ~~(College)~~ 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 ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board ~~or~~of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved ~~of~~by the ~~University (College)'s~~University's Board of ~~(~~Regents~~ or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this ~~agreement~~Agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(~~Regents~~ or 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 ~~(~~Regents ~~or Trustees)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University ~~(College)~~ 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 ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)'s~~University's direction or for the ~~University (College)'s~~University's use or otherwise in connection with Coach's employment hereunder, are and shall remain the sole property of the University~~ (College).~~. Within twenty-four (24) hours of the expiration of the term of this ~~agreement~~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~~ (College).~~.

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~~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 (College)'s~~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: ~~________________~~Jon Newlee
Last known address on file with
~~University (College)'s~~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 (College)'s~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ 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 (College)'s~~University's Board of ~~(~~Regents~~ or 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~~.~~, 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 ~~**(COLLEGE)**~~ **COACH**

M. Duane Nellis, President Date Jon Newlee Date

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the ____ day of ~~________, 2000~~ ________, 2010.

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JON NEWLEE – HEAD WOMEN'S BASKETBALL COACH MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM		
Model Contract Section	**UI Contract Section**	**Modification/Justification for Modification**
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	Allows for supplemental compensation if team is conference champion or co-champion, or becomes eligible for the NCAA tournament.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if Coach is named Conference Coach of the Year; moves supplemental compensation for academic achievement to section 3.2.4.
3.2.3 Supplemental Compensation	3.2.4 Supplemental Compensation	Provides for supplemental compensation if team's cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	deleted	Deletes existing provisions for supplemental compensation based on ticket sales, fundraising and outreach. Replaced by 3.2.7.
3.2.5 Supplemental Compensation	3.2.5 Supplemental compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last date of competition. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. Payment is made contingent on coach's compliance with University financial stewardship policies.
3.2.6 Summer Camps	3.2.12 Summer camps	Renumbered. Amount of compensation for participation in University's summer basketball camps not specified. Coach will receive balance of income from camp, less $500, after all operational expenses have been paid. Includes alternative provision allowing coach to operate summer camps as a private enterprise if the University opts not to run them. The Board has previously approved these provisions.
3.2.6 Summer camps	3.2.6 Supplemental compensation	Provides for payment of $3000 for 14 wins, an additional $3000 for 17 wins, and an additional $3000 for 20 wins.
3.2 Supplemental Compensation	3.2.7 Supplemental Compensation	Provides for payment to Coach of 25% of gate receipts above $15000.
3.2 Supplemental Compensation	3.2.8 Supplemental Compensation	Provides for payment of $5000 if Team reaches Sweet Sixteen at NCAA tournament.
3.2 Supplemental Compensation	3.2.9 Supplemental Compensation	Provides for payment of $2500 if Team plays in Women's National Invitational Tournament (WNIT).

JON NEWLEE – HEAD WOMEN'S BASKETBALL COACH MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM		
3.2 Supplemental Compensation	3.2.10 Supplemental Compensation	Provides for payment of $1000 if Team plays in Women's Basketball Invitational tournament (WBI).
3.2 Supplemental Compensation	3.2.11 Supplemental Compensation	Provides for payment of a Net Game Guarantee from revenue for non-conference basketball games, after deduction of a base amount of $10,000. Coach is required to schedule at least one non-conference game that will generate net revenue to the University of at least $10,000.
3.2.7 Supplemental Compensation	3.2.13 Supplemental Compensation	Renumbered. No substantive changes.
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…"
5.1.4 Termination of Coach for Cause	5.1.4 Termination of Coach for Cause	Adds suspension without pay and termination for significant or repetitive violations as possible disciplinary/corrective actions.
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.
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.
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.
5.3.4 Compensation for termination	5.3.4 Compensation for termination	References to liquidated damages are deleted for the same reason as in 5.2.2.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

TAB	DESCRIPTION	ACTION
1	**FY 2012 LINE ITEM BUDGET REQUESTS**	Motion to approve
2	**FY 2012 CAPITAL BUDGET REQUESTS**	Motion to approve
3	**NCAA ACADEMIC PROGRESS RATE (APR) REPORTS**	Information item
4	**REVIEW OF BOARD POLICY** Section V.R.3.vi – Differential Fees	Information item
5	**AMENDMENT TO BOARD POLICY** Section V.R.a.x – In-Service Teacher Education Fees, Second Reading	Motion to approve
6	**BOISE STATE UNIVERSITY** KBSU Radio Frequency License Sale	Motion to approve
7	**BOISE STATE UNIVERSITY** American Campus Communities Settlement	Information item
8	**BOISE STATE UNIVERSITY** Student Housing Facilities Project - Lincoln Avenue	Motion to approve
9	**BOISE STATE UNIVERSITY** Construction Projects - Line of Credit	Information item
10	**UNIVERSITY of IDAHO** Energy Services Performance Contract – Additional Authorization	Motion to approve
11	**UNIVERSITY of IDAHO** Police Services Contract	Motion to approve

TAB	DESCRIPTION	ACTION
12	**UNIVERSITY of IDAHO** Security Services Contract - AlliedBarton	Motion to approve
13	**UNIVERSITY OF IDAHO** Promotion & Rank Policy Changes	Motion to approve
14	**UNIVERSITY OF IDAHO** Outdoor Track Debt Resolution	Motion to approve
15	**UNIVERSITY OF IDAHO** Kibbie Dome Debt Resolution	Motion to approve
16	**EASTERN IDAHO TECHNICAL COLLEGE** Delegation of SHIP approval to Chief Executive Officer	Motion to approve

SUBJECT

FY 2012 Line Items Requests

REFERENCE

April 2010	Directed agencies and institutions to use priority categories to develop FY 2012 Line Item requests
June 2010	Referred the FY 2012 Line Items to the BAHR Committee to review and bring back to the Board in August

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Section 67-3502, Idaho Code

BACKGROUND/DISCUSSION

The Board established the guidelines, timetable, and priority categories for reviewing and approving the FY 2012 budget requests at the April and June 2010 Board meetings. At the June 2010 Board meeting, the institutions and agencies presented their Line Item requests. The Board directed the Business Affairs and Human Resources committee to review the Line Items and bring back recommendations to the Board in August. After reviewing the requests and considering Idaho's general revenue decline, the committee and staff developed the list of line items summarized at Tab 1b, page 1 and recommend these line items to be included in the institution and agency budget submissions to the Legislative Services Office (LSO) and the Division of Financial Management (DFM).

The institutions and agencies have also been given the opportunity to evaluate the list to ensure critical issues have not been overlooked.

IMPACT

The approved Line Items will be included with the FY 2012 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY 2012 Budget recommendations and by the Joint-Finance Appropriations Committee for funding. The line item request represents an increase of 4.8%.

ATTACHMENTS

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.

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 (extension granted to FY 2013)
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

Zero-based budgeting will focus each agency and institution on its core legal requirements, mission, strategic plan, and performance measures. Any resulting budget adjustments will be processed through the normal Idaho budget development process (i.e. Base adjustments, MCO and Line Items).

Staff recommends approval.

BOARD ACTION

I move to approve the FY 2011 Supplemental Appropriation Request for College Access Challenge Grant in the amount of $673,000 in federal funds as shown on page Tab 1a page 1.

Moved by _________ Seconded by _________ Carried Yes _____ No _____

I move to approve the FY 2011 Supplemental Appropriation Request for Proprietary Schools in the amount of $21,300 in dedicated fund spending authority on page Tab 1a page 3.

Moved by _________ Seconded by _________ Carried Yes _____ No _____

I move to approve the Line Items for the agencies and institutions as listed in Attachment 1b page 1, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to DFM and LSO on September 1, 2010.

Moved by ___________ Seconded by ___________ Carried Yes _____ No _____

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AGENCY: Office State Board of Education	Agency No.:	501	FY 2012 Request
FUNCTION:	Function No.:	02	Page _1_ of 3_ Pages
ACTIVITY: FY 2011 Supplemental	Activity No.:		Original Submission _X_ or Revision No. ___

A: Decision Unit No: **4.31** Title: **College Access Challenge Grant** Priority Ranking 1 of 1

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)			1.50		1.50
PERSONNEL COSTS:					
1. Salaries			52,000		52,000
2. Benefits			17,700		17,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			69,700		69,700
OPERATING EXPENDITURES **by summary object:**					
1. Communications/Emp. Dev.			28,900		28,900
2. Travel			575,200		575,200
3. Supplies			107,400		107,400
4. Professional Services			329,500		329,500
5. Admin/Computer			6,000		6,000
6. Other			37,300		37,300
Less existing spending authority			(593,600)		(593,600)
TOTAL OPERATING EXPENDITURES:			490,700		490,700
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:			112,600		112,600
LUMP SUM:					
GRAND TOTAL			673,000		673,000

In FY 2009 the State Board of Education was the recipient of a two year federal College Access Challenge Grant (CACG). The Board has made application again, and stands a good chance of receiving a 5 year award (subject to annual renewal), as it is a formula driven program in which funds are awarded based on the relative number of people between the ages of 5 and 17 and between the ages of 15 and 44 who are living below the state poverty line.

Idaho's CACG Program activities would include: A statewide Free Application for Federal Student Aid (FAFSA) completion event; advanced opportunities including increased access to dual credit courses; an expanded information campaign to include middle school students and the local business community; a near-peer mentor program in select Idaho high schools; expanding campus visits to include parental attendance; professional development for high school, financial aid, and admission counselors; and, the development of a college access network. To implement these grant activities, the Board will collaborate with the business community, SDE, institutions of higher education, and school districts statewide.

While the total budget for this grant exceeds $1.4M, this supplemental appropriation request only asks for $673,000 which reflects the net increase in federal spending authority above the amount of ongoing federal spending authority in the OSBE budget. The attached worksheet shows the amount of new College Access Challenge Grant funds of $1,406,100 in column a. Columns b through f show the current federal spending authority and the federal programs budgeted against those funds with column f showing the remaining FY 2011 appropriation. Subtracting column f from column a results in the net increase of $673,000 in column g.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)
						(b) less (c-e)	(a) less (f)
	FY 2011 College Access Challenge Grant	**Current Ongoing Spending Authority**	**SAHE**	**Transition To Teaching**	**College Access Challenge Grant**	**Remaining FY 2011 Spending Authority**	**Supplemental Spending Authority Required**
Personnel	67,500	47,700	14,600	13,500	4,100	15,500	52,000
Fringe	22,300	15,700	4,800	4,400	1,900	4,600	17,700
Total Personnel Costs	89,800	63,400	19,400	17,900	6,000	20,100	69,700
Communications/ Em. Dev.	28,900						
Travel	575,200		7,000	3,500	62,000		
Supplies	107,400				88,500		
General/Professional Services	329,500			93,200	128,000		
Admin/Computer	6,000						
Other	37,300				22,000		
Total Operating Expenses	1,084,300	997,800	7,000	96,700	300,500	593,600	490,700
Scholarships	232,000		142,800				
Total Trustee/Benefit Payments	232,000	262,200	142,800	-	-	119,400	112,600
Total Appropriation	1,406,100	1,323,400	169,200	114,600	306,500	733,100	673,000

AGENCY: Office State Board of Education	Agency No.:	501	FY 2012 Request
FUNCTION:	Function No.:	02	Page ___ of __ Pages Original Submission _X_ or
ACTIVITY: FY 2011 Supplemental	Activity No.:		Revision No. ___

A: Decision Unit No: **4.32**	Title: **Proprietary Schools**			Priority Ranking 2 of 2	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries		13,300			13,300
2. Benefits		5,000			5,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:		18,300			18,300
OPERATING EXPENDITURES **by summary object:**					
7. On-site travel costs		1,000			1,000
8. Memberships		2,000			2,000
TOTAL OPERATING EXPENDITURES:		3,000			3,000
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		21,300			21,300

How connected to institution/agency and Board strategic plans:

Board Goal 1 Objective A: Access
Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Description:

State law requires proprietary schools (including nonexempt postsecondary educational institutions) in Idaho to register and meet certain requirements. The budget for the Proprietary School Coordinator position (1.0 FTE) and operating expenses overseeing the proprietary schools in Idaho was transferred to the Office of the State Board of Education in FY 2010 partially funded with fees by proprietary schools, and is now entirely self-funded.

While the oversight function has improved by dedicating one full-time person, the growth in proprietary schools has created a need for on-site inspections in order to more fully enforce the requirements of state law. It is estimated that 1/3rd of the time of an administrative assistant would allow the Proprietary School Coordinator to delegate some administrative duties in order to free up time to conduct on-site visits. The increase in proprietary schools has also resulted in additional funds that can cover the costs of staff time equivalent to approximately .33 FTE and operating costs.

Funding ($2,000) is requested to become members of national and international institutional accreditation verification database service organizations, such as the Accredibase, Inc. network or the National Association of Professional Background Screeners (NAPBS). This will allow the Proprietary School Coordinator to run immediate verification checks on schools applying for Post-Secondary Educational Institution registration with the State Board of Education and to see if such schools have legal actions taken against them in other states.

Additional dedicated funds spending authority is requested.

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 to increase FY 2011 spending authority of dedicated funds by $18,300 in personnel costs and $3,000 in operating expenses. No General Funds are requested.

   This will allow the Proprietary School Coordinator to conduct on-site visits in order to more effectively enforce the requirements under Idaho code.

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.

      N/A

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      Spending authority is necessary to buy out time for existing personnel (approximately .33 FTE) which will be redirected to perform proprietary school administrative duties.

   c. List any additional operating funds and capital items needed.

      Travel expenses for on-site visits to proprietary schools throughout the state for on-site inspections and verifications, and memberships in professional organizations and credential verification databases will enhance the overall accuracy and credibility of the program. This will improve both consumer and registered schools confidence in the quality of the system.

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 fund source is dedicated proprietary school fees.

FY 2010 Total Fees = $83,818.92 (105% of estimate of $80K)

FY 2011 Total Fees YTD = $83,977.83 (105% of estimate of $80K with 107% of schools reporting)

Projection for FY 2012: Add another 2-3 Postsecondary Education Institutions and another 4-5 Proprietary Schools (based on inquiries to date); estimate total fees collected at between $85-87K.

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 Idaho taxpayers are benefiting by ensuring that proprietary schools and nonexempt postsecondary educational institutions are adhering to Idaho state laws.

   If the request is not funded, the program will continue to lack on-site inspections which inhibits the ability to enforce State laws and protect the citizenry from unscrupulous diploma mills.

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STATE BOARD OF EDUCATION

FY 2012 Line Items

	By Institution/Agency	FY 2011 Appropriation	Occupancy Costs Tab c	CAES Tab d	Opportunity Scholarships Tab e	Biomedical Research Tab f	Strategic Initiatives Tab g	Total	Total vs. 2011 Approp	One-Time	Ongoing vs. 2011 Approp	Strategic Initiatives
1	Professional-Technical Education	47,577,400	0	0	0	0	0	0	0.0%	0	0.0%	
2	College and Universities	217,510,800	3,993,800	3,000,000	0	2,080,600	2,216,000	11,290,400	5.2%	415,000	5.0%	
	System-wide Needs	2,726,600						0	0.0%		0.0%	
	Boise State University	70,116,400	1,050,700	1,000,000		567,600	1,281,000	3,899,300	5.6%	350,000	5.1%	PhD in Public Policy and faculty lines
	Idaho State University	59,071,300	1,171,200	1,000,000		843,000		3,014,200	5.1%		5.1%	
	University of Idaho	73,576,700	1,283,400	1,000,000		670,000	350,000	3,303,400	4.5%		4.5%	Library Materials and Resources
	Lewis-Clark State College	12,019,800	488,500				585,000	1,073,500	8.9%	65,000	8.4%	PACE & Biology Pgm Enhancements
3	Community Colleges	23,966,800	1,412,600	0	0	0	1,542,700	2,955,300	12.3%	0	12.3%	
	College of Southern Idaho	10,658,200	564,900				175,800	740,700	6.9%		6.9%	Nursing Positions
	North Idaho College	9,097,400					335,700	335,700	3.7%		3.7%	Capacity Needs
	College of Western Idaho	4,211,200	847,700				1,031,200	1,878,900	44.6%		44.6%	Enrollment Growth
4	Agricultural Research/Extension	22,559,000						0	0.0%		0.0%	
5	Health Education Programs	9,960,600	0	0	0	0	298,000	298,000	3.0%	0	3.0%	
	WI Veterinary Education	1,722,500						0	0.0%		0.0%	
	WWAMI Medical Education	3,402,400					55,000	55,000	1.6%		1.6%	CdA FMR
	IDEP Dental Education	1,315,700						0	0.0%		0.0%	
	Univ. of Utah Med. Ed.	1,204,200						0	0.0%		0.0%	
	Family Medicine Residencies	1,983,200						0	0.0%		0.0%	
	WICHE	218,600						0	0.0%		0.0%	Restore Optometry Seats
	Psychiatry Residency	114,000						0	0.0%		0.0%	
	Internal Medicine Residency	0					243,000	243,000	0.0%		0.0%	New residency program
6	Special Programs	8,690,100	0	0	1,250,000	0	0	1,250,000	14.4%	0	14.4%	
	Forest Utilization Research	511,400						0	0.0%		0.0%	
	Geological Survey	701,100						0	0.0%		0.0%	
	Scholarships and Grants	6,633,300			1,250,000	0		1,250,000	18.8%	0	18.8%	Opportunity Scholarship
	Museum of Natural History	454,100						0	0.0%	0	0.0%	
	Small Bus. Development Centers	246,300						0	0.0%		0.0%	
	Idaho Council for Economic Ed.	0						0	N/A		N/A	
	TechHelp	143,900						0	0.0%	0	0.0%	
7	State Board of Education	2,025,200	0	0	0	0	(17,000)	(17,000)	-0.8%	0	-0.8%	Move GIANTS to State Dept. of Ed.
8	Idaho Public Television	1,390,500					313,700	313,700	22.6%		22.6%	Idaho Experience
9	Vocational Rehabilitation	7,198,900	0	0	0	0	150,000	150,000	2.1%	0	2.1%	
	Renal Disease	527,700						0	0.0%		0.0%	
	Vocational Rehabilitation	3,050,800					150,000	150,000	4.9%		4.9%	Match for Federal Funds
	Work Services Community Support En	3,490,100						0	0.0%		0.0%	
	Council for the Deaf/Hard of Hearing	130,300						0	0.0%		0.0%	
10	Total	$ 340,879,300	$ 5,406,400	$ 3,000,000	$ 1,250,000	$ 2,080,600	$ 4,503,400	$ 16,240,400	4.8%	$ 415,000	4.6%	
	Percentage of FY 2011 Appropriation		1.6%	0.9%	0.4%	0.6%	1.3%	4.8%				

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STATE BOARD OF EDUCATION

FY 2012 Budget Request

Colleges & Universities/Agencies

Calculation of Occupancy Costs

Institution/Project	Projected Date of Occupancy	% of Use for Non-Aux. Education	Gross Sq Footage	Non-Aux. Sq Footage	(1) FTE	(2) Custodial Costs Sal & Ben	Custodial Costs Supplies	Custodial Costs Total	(3) Utility Estimate	(4) Maintenance Costs Repl Value	Maintenance Costs Cost@1.5%	(5) Other	Total Occ Cost	% qtrs used in FY12	Revised FY12
BOISE STATE UNIVERSITY															
Yanke Center *	Sept. 2008	100%	83,801	83,801											
Norco Building (floors 3 and 4)	July-09	48%	81,300	39,017	1.50	50,900	3,900	54,800	68,300	8,661,774	62,400	37,000	222,500	100%	222,500
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
Capitol Village University Adv.	March-06	100%	8,954	8,954	0.34	11,500	900	12,400	15,700	1,790,800	26,900	8,300	63,300	100%	63,300
Non Auxiliary Space in Parking Deck	Oct. 2007	50%	10,346	5,173	0.20	6,800	500	7,300	9,100	1,034,500	7,800	4,800	29,000	100%	29,000
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
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
CESED	April-11	100%	89,000	89,000	3.42	116,000	8,900	124,900	155,800	22,500,000	337,500	86,500	704,700	100%	704,700
* Yanke Center Space utilization is pending.					5.65	191,600	14,700	206,300	257,600		445,500	141,300	1,050,700		1,050,700
IDAHO STATE UNIVERSITY															
Rendezvous Center (Acad Side)	June-07	100%	101,920	101,920	3.92	132,300	10,200	142,500	178,400	15,000,000	225,000	90,500	636,400	100%	636,400
Rendezvous Center (PYs Approp.)					-3.92	-131,800	-10,200	-142,000	-158,000			0	-300,000	100%	(300,000)
Meridian Building	July-09	100%	107,378	107,378	4.13	139,400	10,700	150,100	187,900	16,000,000	240,000	95,500	673,500	100%	673,500
CAES	July-08	33%	55,000	18,333	0.71	24,000	1,800	25,800	32,100	15,400,000	77,000	26,400	161,300	100%	161,300
					4.84	163,900	12,500	176,400	240,400		542,000	212,400	1,171,200		1,171,200
UNIVERSITY OF IDAHO															
Hays Hall (1) (next page)	January-06	100%	29,397	29,397	1.13	38,100	2,900	41,000	51,400	7,387,628	110,800	28,500	231,700	100%	231,700
Vandal Athletic Center (2) (next page)	January-04	14%	35,236	5,000	0.19	6,400	500	6,900	8,800	8,502,154	18,100	10,700	44,500	100%	44,500
Living Learning Center (3) (next page)	May-04	5%	202,616	10,180	0.39	13,100	1,000	14,100	17,800	39,312,000	29,600	39,300	100,800	100%	100,800
UI Research Park Post Falls	July-02	38%	30,580	11,700	0.45	15,200	1,200	16,400	20,500	5,534,446	31,800	13,400	82,100	100%	82,100
Professional Golf Mgmt Pgm Space	July-04	51%	3,642	1,860	0.07	2,400	200	2,600	3,300	822,032	6,300	2,100	14,300	100%	14,300
Teaching and Learning Center	January-05	100%	27,228	27,228	1.05	35,400	2,700	38,100	47,600	4,654,054	69,800	24,700	180,200	100%	180,200
Collaborative Ctr: Applied Fish Studies	September-06	50%	13,525	6,762	0.26	8,800	700	9,500	11,800	3,389,488	25,400	7,900	54,600	100%	54,600
Idaho Water Center	Phased Aug 04 to Aug 10	32%	225,227	72,500	2.79	94,000	7,300	101,300	126,900	56,955,229	275,000	101,400	604,600	100%	604,600
Idaho Water Center (PYs Approp.)					-1.76	-58,600	-4,600	-63,200	-80,000		-166,900	(64,900)	-375,000	100%	(375,000)
Wood Chip Storage Facility	May-09	100%	24,000	24,000	0.92	31,000	2,400	33,400	42,000	5,096,000	76,400	22,600	174,400	100%	174,400
South chiller plant and storage tank	May-10	100%	4,517	4,517	0.17	5,700	500	6,200	7,900	6,950,000	104,300	9,000	127,400	100%	127,400
Janssen Engineering Bldg	March-09	100%	3,079	3,079	0.12	4,000	300	4,300	5,400	2,006,784	30,100	4,000	43,800	100%	43,800
					5.78	195,500	15,100	210,600	263,400		610,700	198,700	1,283,400		1,283,400
LEWIS-CLARK STATE COLLEGE															
Nursing & Health Science Faculty	July-09	100%	60,000	60,000	2.31	78,500	6,000	84,500	105,000	16,000,000	240,000	59,000	488,500	100%	488,500
College of Southern Idaho															
Health Science & Human Services	January-10	100%	72,400	72,400	2.78	90,900	7,200	98,100	126,700	18,000,000	270,000	70,100	564,900	100%	564,900
College of Western Idaho															
CWI Main building (Nampa)	January-09	96%	65,000	62,600	2.41	76,700	6,300	83,000	109,600	15,000,000	216,700	60,200	469,500	100%	469,500
Canyon County Center	July-09	75%	77,000	57,750	2.22	70,700	5,800	76,500	101,100	12,960,000	145,800	54,800	378,200	100%	378,200
					4.63	147,400	12,100	159,500	210,700		362,500	115,000	847,700		847,700

(1) This building was formerly known as the Alumni Residence Center, a name indicating its historical use; it has since been vacated by University Residences and is now maintained as general education space

(2) The Vandal Athletic Center includes a general education classroom and training room, computer labs, and associated support space

(3) The Living Learning Center includes general education classrooms and program space eligible for occupancy costs

(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

Benefit	Rate	Basis	BSU	ISU	UI	LCSC	CSI	NIC	CWI
FICA									
SSDI salary to $92,150	6.2000%	x salary							
SSHI	1.4500%	x salary							
Unemployment Insurance	0.6200%	x salary							
Life Insurance	0.8500%	x salary							
Retirement: PERSI	11.3200%	x salary							
Workmans Comp		x salary	4.50%	3.68%	3.70%	4.56%	4.35%	4.35%	4.35%
Sick Leave	0.6500%	x salary							
Human Resources			0.306%	0.306%		0.554%	0.306%	0.306%	0.306%
	21.0900%	per position	25.8960%	25.0760%	24.7900%	26.2035%	25.7460%	25.7460%	25.7460%
Health Insurance	$9,200.00								

Supplies 0.10

(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 2012 Request
FUNCTION: CAES	Function No.:	01	Page ___ of __ Pages Original Submission _X_ or
ACTIVITY:	Activity No.:		Revision No. ___

A: Decision Unit No: **12.02**	Title: Center for Advanced Energy Studies - Draft				Priority Ranking 2 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	8.08				8.08
PERSONNEL COSTS:					
1. Salaries	587,400				587,400
2. Benefits	201,600				201,600
3. 5 Graduate Assistants stipends and fringe.	122,100				122,100
TOTAL PERSONNEL COSTS:	911,100				911,100
OPERATING EXPENDITURES **by summary object:**					
1.Graduate Assistants tuition waivers	43,300				43,300
2. Materials and Supplies	20,600				20,600
TOTAL OPERATING EXPENDITURES:	63,900				63,900
TRAVEL **by summary object:**					
1.	25,000				25,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

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 FY2012 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 (ARRA Funds), permanent funding needs to be secured. This is the same request of on-going funds as was requested in the 2011 budget request.

Specifically, Boise State is requesting funding for:

- Materials Science and Engineering Support:
  - 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:
  - 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	Agency No.: 513	FY 2012 Request
FUNCTION: General Education	Function No.: 1000	Page _1_ of _3 Pages Original Submission _X_ or
ACTIVITY: C. CAES	Activity No.:	Revision No. ___

A: Decision Unit No: **12.03**	Title: **Center for Advanced Energy Studies in Idaho Falls**		Priority Ranking 2 of 3		
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
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					
TOTAL PERSONNEL COSTS:	845,500				845,500
OPERATING EXPENDITURES **by summary object:**					
1. Materials and Supplies	60,000				60,000
2. Travel	50,000				50,000
3. Communications	44,500				44,500
TOTAL OPERATING EXPENDITURES:	154,500				154,500
CAPITAL OUTLAY **by summary object:**					
1. Equipment					
2. Startup Packages					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

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 was occupied July 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.**

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 FY11 budget request.**

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AGENCY: University of Idaho	Agency No.:	514	FY 2012 Request
FUNCTION: General Education	Function No.:	01	Page 1 of 4 Pages Original Submission _X_ or
ACTIVITY: CAES	Activity No.:		Revision No. ___

A: Decision Unit No: **12.02**	Title: **Center for Advanced Energy Studies (CAES)**			Priority Ranking **2 of 4**	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	8.36				8.36
PERSONNEL COSTS:					
1. Salaries	694,770				694,770
2. Benefits	233,830				233,830
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	928,600				928,600
OPERATING EXPENDITURES **by summary object:**					
1. Supplies	30,000				30,000
2. Maintenance Costs	41,400				41,400
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:	71,400				71,400
CAPITAL OUTLAY **by summary object:**					
1. Capital Equipment	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

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)[1]. 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 FY2010 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 2012),

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 FY2011),

e) Energy Law Professor (College of Law; recruited and hired in FY 2012), and

f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2012).

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 FY2011), and a full time CAES associate director (hired in FY 2011 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)

b) Desk top computers and renewals (for both faculty and graduate students; ongoing)

[1] 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.

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, 2010

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES). 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 FY2010 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 2012)
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 FY2011)
e) Energy Law Professor (College of Law; recruited and hired in FY 2012)
f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2012)

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 FY 2011), and a full time CAES associate director (hired in FY 2011 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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1 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 $8.44K for Health Benefits. (OSP Website 5/14/10)							**Request ($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	$26.44	$103.02	0.67	$ 76.20	$ 69.03	$ 69.03
2	Nuclear (Mechanical Engineering)*	9	$ 95.38	$30.85	$126.23	0.67	$ 75.98	$ 84.58	$ 84.58
3	Nuclear (Chemical Engineering)*	9	$ 76.69	$26.46	$103.15	0.67	$ 76.64	$ 69.11	$ 69.11
4	Energy Geoscientist*	12	$ 76.00	$26.30	$102.30	0.67		$ 68.54	$ 68.54
5	Energy - Natural Resources	9	$ 73.70	$25.76	$ 99.46	0.67	$ 57.44	$ 66.64	$ 66.64
6	BioEnergy	9	$ 78.46	$26.88	$105.34	0.67	$ 81.96	$ 70.58	$ 70.58
7	Energy Law	9	$106.91	$33.57	$140.48	0.67		$ 94.12	$ 94.12
8	Carbon Management	9	$ 78.46	$26.88	$105.34	0.67		$ 70.58	$ 70.58
9	CAES Assoc. Director	12	$164.97	$47.21	$212.17	1		$ 212.17	$ 212.17
10	Senior Technician (1)*	12	$ 48.38	$19.81	$ 68.19	0.5	$ 29.33	$ 34.09	$ 34.09
11	Senior Technician (2)	12	$ 47.09	$19.51	$ 66.60	0.5		$ 33.30	$ 33.30
12	Managment Assistant	12	$ 38.40	$17.46	$ 55.86	1		$ 55.86	$ 55.86
	Total Labor		**$961.03**				**$ 397.55**	**$ 928.60**	**$ 928.60**
	Desk Top Computing Renewal (12 per year at $2.5K each)							**$ 30.00**	**$ 30.00**
	Maintenance/Repair of Equipment							**$ 41.40**	**$ 41.40**
	Total Request						***$ 397.55***	***$1,000.00***	***$1,000.00***

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AGENCY: Special Programs	Agency No.: 516	FY 2012 Request
FUNCTION: Scholarships & Grants	Function No.: 03	Page ___ of __ Pages Original Submission _X_ or
ACTIVITY:	Activity No.:	Revision No. ___

A: Decision Unit No: **12.01** Title: **GEAR UP SCHOLARSHIPS** Priority Ranking 1 of 1

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)			0.25		0.25
PERSONNEL COSTS:					
1. Salaries			$ 6,600		$ 6,600
2. Benefits			3,400		3,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			$10,000		$10,000
OPERATING EXPENDITURES **by summary object:**					
1. General Services			$ 1,000		$ 1,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:			$239,000		$239,000
LUMP SUM:					
GRAND TOTAL			$250,000		$250,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federal discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This program provides six-year grants to states and partnerships to provide services at high-poverty middle and high schools which are designated as GEAR UP schools.

GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

Description:

GEAR UP started in Idaho in 2007 with the renewable scholarships starting in FY 2013. The scholarships funds are on hand, however spending authority is needed in order to authorize payments.

The 2010 Legislature passed HB 394 which established the Mastery Advancement Pilot Program. This program will permit certain students in certain Idaho public schools, including Idaho public charter schools, to successfully proceed through school curriculum at their own pace. As a result, spending authority may be required in FY 2012 for students graduating early under the new Mastery Advancement Pilot Program.

No more than twenty-one (21) school districts and no more than three (3) charter schools may participate in the program. Participating districts will be determined through an application process established by the state department of education. Any student who successfully completes a school district's grades 1-12 curriculum at least one (1) year early will be eligible for a mastery advancement scholarship if the student has met all of the graduation requirements of the school district in which the student attends school.

The mastery advancement scholarship may be used for tuition and fees at any publicly funded institution of higher education in Idaho. The amount of the scholarship is equal to 35% of the statewide average daily attendance-driven funding per enrolled pupil for each year of grades 1-12 curriculum. The school district or charter school will also receive an amount equal to each scholarship

The number of GEAR UP schools that may apply to be part of the 21 school districts will not be known until September 1, 2010. The Department of Education GEAR UP coordinator estimates about 4, or 20%, of the 21 GEAR UP districts may take advantage of the Mastery Advancement Pilot Program. The 2012 cohort for all 21 GEAR UP districts contains approximately 1,744 students. Twenty percent of this cohort would equal 349 students. Ten percent of this cohort might graduate early, which approximate 35 students. The highest possible scholarship award under GEAR UP is $5,500. Based on these estimates, spending authority needed for the GEAR UP scholarships would be $192,500. This line item request asks for $250,000 in spending authority (should the estimates prove too conservative), a part-time FTE and minimal amount of operating expenses to administer the grants in the first year. The GEAR UP program allows $65,000 for administrative costs, and subsequent requests for administrative costs spending authority may increase in fiscal years FY 2013 and beyond.

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 is request reflects $250,000 in federal funds spending authority for GEAR UP scholarships that may be necessary for those students graduating early under the Mastery Advancement Pilot Program. This request does not affect staffing levels. The current budget base does not include spending authority for the GEAR UP scholarships. The FY 2013 budget request will include a line item request for the regular GEAR UP scholarships that will be awarded from FY 2013 through 2018.

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.

      Part-time (.25 FTE) GEAR UP scholarship administrator

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      Existing personnel assigned to scholarship programs are working at capacity which necessitates the need for additional staffing.

   c. List any additional operating funds and capital items needed.

      $1,000 is operating expenses for communications, mailing, and other expenses.

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 assumption(s) (e.g. anticipated grants, etc.).

   Federal spending authority with grant funds already awarded.

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?

   GEAR UP is designed to increase the number of low-income students from high-poverty middle and high schools that are prepared to enter and succeed in postsecondary education. GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

   Funding is in place. This request is for spending authority only.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year 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.

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AGENCY: Office of the State Board of Education	Agency No.:	516	FY 2012 Request
FUNCTION: OSBE Administration	Function No.:	03	Page ___ of __ Pages Original Submission _X_ or
ACTIVITY:	Activity No.:		Revision No. ___

A: Decision Unit No: **12.02**	Title: **Opportunity Scholarship**			Priority Ranking 2 of 2	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	1,000,000				1,000,000
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

Supports institution/agency and Board strategic plans:

Category: New/Expanded Programs

Title: Opportunity Scholarship Programs

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 FY 2007 and FY 2008, 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 the last few years, funds were not available to fund neither the endowment nor the ongoing scholarships. In FY 2010 the Legislature appropriated $1,000,000 from the corpus of the fund. In addition, the earnings on the fund are continuously appropriated to the State Board to carry out the purpose of the fund. In FY 2011, no appropriation was made, so the Board was limited to use of the earnings. This may permit the Board to fund qualifying renewals, but new awards will be very limited. This request is for $1,000,000 from the General Fund to assist in funding scholarships for FY 2012 and to avoid further drawing down the principal of the fund.

AGENCY: Boise State University Agency No.: 512 FY 2012 Request
FUNCTION: Biomedical Research Initiative with VA Medical Center Function No.: 01 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.03**	Title: Biomedical Research			Priority Ranking 3 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	4.5				
PERSONNEL COSTS: 1. Salaries and Benefits 2. Graduate Assistants	 244,000 266,608				
TOTAL PERSONNEL COSTS:	510,608				
OPERATING EXPENDITURES **by summary object:** 1. Operating Costs/Equipment	 37,000				
TOTAL OPERATING EXPENDITURES:	37,000				
CAPITAL OUTLAY **by summary object:** 1. Library supporting acquisitions	 20,000				
TOTAL CAPITAL OUTLAY:	20,000				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	567,608				567,608

How connected to institution/agency and Board strategic plans:

Boise State University has been developing the biomolecular sciences as a primary research focus since 2000, with particular emphasis on protein structure and function. This highly interdisciplinary effort directly targets diverse biomedical applications, and is central to the NIH-funded Biomedical Research Infrastructure Network (BRIN) and the IDeA Network for Biomedical Research Excellence (INBRE) collaborations that involve Boise State University, Idaho State University, the University of Idaho, and the Veterans Affairs Medical Center in Boise.

Biomolecular and biomedical research infrastructure at Boise State University is the result of numerous NSF Major Research Instrumentation grants, funding of the Institute for Musculoskeletal Research by the Idaho Higher Education Research Council in 2007, a recent $4M NIH grant to construct a vivarium, and the hiring of new faculty members in key areas.

The funds requested here build on these earlier successes and continue the development of a strong collaborative research presence in Boise, including the eventual launch of a PhD program in the biomolecular sciences.

AGENCY: Idaho State University	Agency No.: 513	FY 2012 Request
FUNCTION: General Education	Function No.: 1000	Page 1 of 2 Pages
ACTIVITY: F. VA Biomedical Research	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03**	Title: **Veterans Administration Biomedical Research Collaborative**	Priority Ranking 3 of 3			
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
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
TOTAL PERSONNEL COSTS:	540,000				540,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	3,000				3,000
2. Materials and Supplies	25,000				25,000
TOTAL OPERATING EXPENDITURES:	28,000				28,000
CAPITAL OUTLAY **by summary object:**					
1. Start-up equipment (one-time)	275,000				275,000
TOTAL CAPITAL OUTLAY:	275,000				275,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	843,000				843,000

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 eh Veterans Affairs Miedical 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 if 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 2011 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

AGENCY: University of Idaho | Agency No.: 514 | FY 2012 Request
FUNCTION: General Education | Function No.: | Page _1_ of 2_ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.03**	Title: **Biomedical Research**			Priority Ranking 3 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
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:					
GRAND TOTAL	670,000				670,000

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 Affair 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.

STATE BOARD OF EDUCATION

Strategic Initiatives

	By Institution/Agency	Amount	Page #	Option A	Option B	Option C	Approved	One-Time
1	Boise State University	$1,281,000		$0	$0	$0	$0	$0
	Ph.D Public Policy and faculty positions	$1,281,000	3					
3	University of Idaho	$350,000		$0	$0	$0	$0	$0
	Library Materials and Resources	$350,000	5					
4	Lewis-Clark State College	$585,000		$0	$0	$0	$0	$0
	PACE & Biology Pgm Enhancements	$585,000	9					
5	Community Colleges	$1,542,700		$0	$0	$0	$0	$0
	CSI: Nursing Positions	$175,800	13					
	NIC: Capacity Needs	$335,700	17					
	CWI: Enrollment Growth	$1,031,200	19					
6	Office of the State Board of Education	($17,000)		$0	$0	$0	$0	$0
	Transfer GIANTS to SDE	($17,000)	23					
7	Health Programs	$298,000		$0	$0	$0	$0	$0
	WWAMI: CdA Family Medicine Residency	$55,000	25					
	Internal Medicine Residency	$243,000	27					
8	Idaho Public Television	$313,700		$0	$0	$0	$0	$0
	Idaho Experience	$313,700	29					
9	Idaho Division of Vocational Rehabilitation	$150,000		$0	$0	$0	$0	$0
	Rehabilitation Administration Services Match	$150,000	33					
	Total	$4,503,400		$0	$0	$0	$0	$0

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AGENCY: Boise State University | Agency No.: 512 | FY 2012 Request
FUNCTION: Strategic Initiatives – Academic Affairs | Function No.: 01 | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.04** Title: Ph.D in Public Policy Priority Ranking 4 of 4

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	12				12
PERSONNEL COSTS: 1. Salaries and Benefits Includes 4 Grad. Asst. positions for Ph.D in Public Policy	880,800				880,800
TOTAL PERSONNEL COSTS:	880,800				880,800
OPERATING EXPENDITURES **by summary object:** 1. Operating Expenses .	50,200				50,200
TOTAL OPERATING EXPENDITURES:	50,200				50,200
1. ONE-TIME START-UP FOR Ph.D in Public Policy	350,000				350,000
TOTAL ONE TIME	350,000				350,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,281,000				1,281,000

The line item also includes a request for funding the approved Ph.D in Public Policy and Administration. This program is aligned with the primary areas of emphasis defined for Boise State University by the State Board of Education Institutional Role and Mission statement (social sciences, public affairs), and the statewide mission programs assigned to Boise State University by State Board of Education policy III.Z (public policy, urban regional planning). It connects to the Board's vision of quality and accessible education that provides for an intelligent and well-informed citizenry. The program is listed by Boise State University in the State Board of Education 8-Year Plan for Educational Development) and was approved by the State Board of Education in April 2008.

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."

There is a critical need for policy research and effective public administration in Idaho. The proposed Ph.D. in Public Policy and Administration at Boise State University will focus specifically on policy research – policy analysis and program evaluation. The focus on policy research is beneficial because students will leave the program with analytical skills that are applicable to any policy area that can contribute to state and local government.

Description:

This FY 2012 budget request is for funding to launch a research-based Doctor of Philosophy in Public Policy and Administration program in the College of Social Sciences and Public Affairs. This program will help fulfill Boise State University's obligation to provide needed public policy and political science programs for the state. There already exists a strong faculty in the Department of Political Science and Department of Public Policy Administration that form a solid base for this degree.

The request includes funding for five faculty lines, four graduate assistants, administrative and research support staff, and $50,231 for on-going operating expenses. In addition, there is a one-time funding request for $350,000 to assist with hiring and start-up costs associated with launching the program.

This new program complements the existing Master of Public Administration program and the Master of Community and Regional Planning program. All three programs take full advantage of the location of Boise State University in the state center of government, commerce, and industry, and in the most populous city and county of Idaho. The doctoral program in public policy and administration is also closely connected with the leading role of Boise State University in the Energy Policy Institute, which is part of the Center for Advanced Energy Studies, a key partnership between Idaho's three universities and the Idaho National Laboratory.

AGENCY: University of Idaho	Agency No.:	514	FY 2012 Request
FUNCTION: General Education	Function No.:	01	Page __1_ of __ Pages Original Submission _X_ or
ACTIVITY:	Activity No.:		Revision No. ___

A: Decision Unit No: 12.04	Title: Inflationary Increase on Key Collections			Priority Ranking 4 of 4	
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					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. Library Inflation	350,000				350,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	350,000				350,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1 To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff, continue the development of a career advancement, professional development, and compensation system that recognizes and rewards knowledge, skills, and productivity.

A comprehensive and up-to-date Library is essential to attract and hold world class faculty, research staff and students, both graduate and undergraduate. Without critical and timely library resources, the quality of research and instruction will suffer and outstanding individuals will not have ready access to the information they need.

Goal 1 Objective 3 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.
Goal 1 Objective 6 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.

Goal 2 Objective 8 Enhance opportunities for lifelong learning.

Goal 3 Objective 5 Improve the efficiency of postsecondary educational resources.

Description:

This line item request is to fund the inflationary costs increases of the electronic databases and periodical subscriptions in the University Library. After several years of review, during which the key corpus of materials was reduced to essential publications, the Library is unable to fund the growing inflationary cost increases on these materials. The collection is essential to the instruction and research functions of the University. The electronic databases and periodicals alone have a value of nearly $3 million and provide access to researchers, faculty and students at our many centers throughout the state. Failure now to fully maintain the collection of key materials only means a greater expense later as the library tries to catch up with essential publications. The databases and periodicals include the most essential works in science, particularly the biomedical sciences; these are also among the most expensive materials to support and are particularly difficult to replace if we do not keep up the subscriptions services. The Library is also suspending the purchase of monographs. Monograph purchases can be handled with one-time funds, but the databases and electronic publications require base support on an on-going basis.

Questions:

1. What is being requested and why? How much funding by source is in the base?

   The University Library is requesting base funds of $350,000 to sustain the current level of electronic databases and publications after a process to pare that collection to the essentials. The base funding for all the materials in question totals nearly $4 million.

2. What resources are necessary to implement this request?

   Ongoing general funds

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 assumption(s) (e.g. anticipated grants, etc.).

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 University community is served by this request as it maintains needed research and instructional materials for a quality institution. Because much of the material is in electronic format, the request particularly serves the extended university community – centers in various parts of the state; researchers not on the main campus; distance education students accessing the materials from distant locations. If the request is not funded, the institution will lose key materials and may have to further reduce the number of services we are able to provide to faculty, researchers and students.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   Recent institutional base budget reductions have reached a point that they are impacting our ability to provide essential services. These Library needs cannot be met with one-time funds since they are the cumulative effect of inflationary increases in the on-going cost of these materials and there will be further inflationary cost increases in each of the coming years. Providing base funding for FY 2012 will enable the University to find solid financial footing and position itself to cover subsequent increased costs for these materials.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Lewis-Clark State College Agency No.: 511 FY 2012 Request

FUNCTION: Function No.: Page 1 of 3 Pages

ACTIVITY: PACE & Biology Pgm Enhancements Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: PACE & Biology Pgm Enhancements Priority Ranking 2 of 2					
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	349,000				349,000
2. Benefits	127,500				127,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	476,500				476,500
OPERATING EXPENDITURES **by summary object:**					
1. Instructional Materials	12,000				12,000
2. Supplies	20,500				20,500
3. Program Expense	11,000				11,000
TOTAL OPERATING EXPENDITURES:	43,500				43,500
CAPITAL OUTLAY **by summary object:**					
1. Computers/Office Setup	30,000				30,000
2. Instructional Computers/Technology	35,000				35,000
TOTAL CAPITAL OUTLAY:	65,000				65,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	585,000				585,000

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 2011; 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 2011; 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 + fringe & no health insurance 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 2011 budget request are not prioritized first.

   NA -This request was included in FY2010 and FY2011 budget requests

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AGENCY: College of Southern Idaho	Agency No.:	FY 2012 Request
FUNCTION: Education	Function No.:	Page ___ of __ Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: **Nursing Positions** Priority Ranking 2 of 2

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	3.4				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:					
GRAND TOTAL	175,800				175,800

How connected to institution/agency and Board strategic plans:

Board Goal Access - Goal 5
Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor. This may include relevant medical education programs (nursing, physician assistant, health technicians, and physicians).

CSI Goal 1: Provide convenient, affordable and equitable access to our programs, services and resources.

Description:

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.
As a result of adjustments to the amount stimulus funds available for higher education for FY 2011, CSI will receive $205,400. There are no stimulus funds anticipated for FY 2012.

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 operate 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. Approximately 109 registered nurses graduate from our program each year.

   There are currently 16.4 FTE of instructional staff in the nursing department funded in our general fund base.

2. What resources are necessary to implement this request?

   d. 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

   e. 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.

   f. 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.

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 two priority. This decision unit was requested but was not funded last year. We continue to have difficulties funding these positions through the CSI general fund, 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 and FY 2012. Additionally, other grant funding has ended.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: North Idaho College | Agency No.: 120601 | FY 2012 Request
FUNCTION: Community College | Function No.: | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Strategic Initiatives | Activity No.: | Revision No. ___

A: Decision Unit No: **12.01** Title: **Capacity Needs** Priority Ranking 1 of 1

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS: (1) Director of Nursing (2) eLearning System Administrator					
1. Salaries	120,000				120,000
2. Benefits	50,000				50,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,000				175,000
OPERATING EXPENDITURES **by summary object:** 1. Renovations/Remodeling a) Communications classrooms b) Update equipment and furniture in Boswell Hall c) Social Science Division space expansion	a) 7,500 b) 78,200 c) 75,000 All OE is One-Time				
TOTAL OPERATING EXPENDITURES:	160,700				160,700
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	335,700				335,700

Supports institution/agency and Board strategic plans:

Goal: Access, Objective 5 – Increase student access to programs that produce graduates qualified to enter high-demand careers

Performance Measure: Number of graduates qualified to enter high-demand careers

Goal: Access, Objective 4 – Improve the rate of high school graduates advancing to postsecondary education, including minority students

Performance Measure: Number of high school graduates and minority students advancing to postsecondary education

NIC Strategic Plan Goal: Improve and expand educational opportunities, programs and courses for the student population and community.

Description:

North Idaho College is requesting $335,700 for personnel and facility remodeling to allow the college to serve more students. NIC has experienced unprecedented growth over the last two years and it anticipates a new record for enrollment in FY11. The college has been unable to expand programs or course offerings in part due to not having the personnel available to facilitate the increased student population or the space available to place the additional students.

NIC's first priority is to expand our offerings in the health professions area. Unfortunately, due to budget constraints the college has not been able to add staff to this area. Our request to add a Director of Nursing position is made to free up time of our current staff and allow them the time to develop much needed new health profession programs like physical therapist assistant or dental assistant programs. Our current staffing levels do not allow for thoughtful strategic planning for new programs as they are occupied with the demands of our existing programs. A new employee charged with directing our nursing programs will provide time for our Dean of Nursing and Health Professions to fully study and develop high-demand programs.

The college's second personnel request is for an eLearning System Administrator. NIC has greatly expanded its eLearning presence in the state and region. The eLearning System Administrator would assist with the implementation, management, and improvement of North Idaho College's learning management system and other eLearning applications, and manage general security, backup, reliability and automation aspects of the system. Our eLearning staff are experts at developing course improvement strategies, but they lack the expertise of a systems administrator. This new position would allow NIC to expand its eLearning offerings, assure security of our system, and innovation in our delivery processes.

Our operating expenditures requests involve renovating existing spaces to allow for instructional innovation and better utilization of space. The college's Communications department has established a comprehensive assessment technique, but lacks the necessary to technology to deal with the increased enrollment. Their request would allow the college to equip rooms with appropriate technology for video and audio capture and streaming video capability, while expanding the number of seats available in the Speech classes.

Another academic division of the college experiencing tremendous growth is our Social Science Division. Their current quarters are limiting and inefficient. This request for remodeling funding will allow the division to better utilize the space they occupy and thereby better serve more students.

AGENCY: Community Colleges	Agency No.:	507	FY 2012 Request
FUNCTION: College of Western Idaho	Function No.:	01	Page ___ of __ Pages
ACTIVITY:	Activity No.:		Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.02 Title: **Enrollment Growth** Priority Ranking 2

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	5.00				5.00
PERSONNEL COSTS:					
1. Salaries	$ 200,000				$ 200,000
2. Benefits	$ 87,200				$ 87,200
3. Group Position Funding	$ 500,000				$ 500,000
TOTAL PERSONNEL COSTS:	$ 787,200				$ 787,200
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expenses	$ 244,000				$ 244,000
2.					
TOTAL OPERATING EXPENDITURES:	$ 244,000				$ 244,000
CAPITAL OUTLAY **by summary object:**					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$ 1,031,200				$ 1,031,200

How connected to institution/agency and Board strategic plans:

This request is connected to the 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 FY 2012 Line Item is being submitted in conjunction with an FY 2011 Supplemental Appropriation request. Both requests are designed 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 approximately $2,787, (based upon the FY 2011 General Fund original appropriation to those institutions and FY 2010 student full-time equivalent enrollment information provided by NIC & CSI). Using this per-academic FTE amount, the FY 2011 General Fund appropriation to CWI would support 1,511 student FTE. The projected CWI student FTE for 2011 is 2,464, a gap of 953. Multiplying $2,787 times 953 equals $2,656,000 (rounded), which is requested for a Supplemental Appropriation.

Assuming the FY 2011 Supplemental was fully-funded, the projected CWI student FTE for 2012 is 2,834, a gap of 370 (i.e. 2834 FTE minus 2464 FTE). Multiplying $2,787 times 370 equals $1,031,200 (rounded), which is requested for FY 2012. Of course if the Supplemental were not funded, that amount would need to be added to the FY 2012 request if funding parity were to be possible.

CWI assumes a 15% growth rate in credit hours generated from FY 2011 to FY 2012.

This request is not part of the FY 2012 Enrollment Workload Adjustment (EWA) request because CWI does not yet have the 3-year rolling average enrollment history needed for the actual EWA calculation. FY 2012 will be the third full year of academic operations for CWI.

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 was approved, CWI would first consider hiring instructional faculty. The ratio of full- to part-time (adjunct) would be determined based upon the amount appropriated. Remaining funds would be used for Operating Expenses at the college, primarily infrastructure (utilities, information technology) related, 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?

   Existing and new students will be served with this request. Not funding this request will cause difficulties in meeting community expectations for an open access community college, particularly in light of the tremendous sustained enrollment growth being experienced by CWI.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

   This item was requested in the FY 2011 budget request as an FY 2010 Supplemental with FY 2011 Line Item, and was recommended by the Governor, but was not funded.

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AGENCY: Office State Board of Education	Agency No.:	501	FY 2012 Request
FUNCTION: Office State Board of Education	Function No.:	02	Page _1__ of _2_Pages Original Submission _X_ or
ACTIVITY:	Activity No.:		Revision No. ___

A: Decision Unit No: **12.01** Title: **Transfer GIANTS to SDE** Priority Ranking 1 of 2

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		($6,000)			($6,000)
2. Meeting Room Rental		(800)			(800)
TOTAL OPERATING EXPENDITURES:		($6,800)			($6,800)
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:		($10,200)			($10,200)
LUMP SUM:					
GRAND TOTAL		($17,000)			($17,000)

Description:

The Governor´s Industry Award for Notable Teaching in Science Award (GIANTS) is a program initiated by the Office of the Governor and sponsored by the Science and Technology (S & T) Roundtable of industry leaders (Hewlett Packard, INL, Idaho Power, LCF Enterprises, Micron Technology, and Washington Division URS) to provide recognition and extend appreciation to those extraordinary educators within the State of Idaho dedicated to the advancement of science and technology.

Each year, a selection committee comprised of representatives from industry and education work to identify secondary teachers in Idaho who exemplify these qualities. In addition to recognition, the award recipients receive a cash stipend from the companies.

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 Office of the State Board of Education is requesting to transfer spending authority and administration of the GIANTS program to the State Department of Education. These awards go to primary and secondary teachers which fall under the purview of the Department. In addition, this transfer would be consistent with past efforts by the Governor to focus the Board on policy setting and limit program operation responsibilities.

   The sole funding source for GIANTS is donations from corporate sponsors.

2. What resources are necessary to implement this request?

   No resources necessary.

3. 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?

   No funds are requested. This request is only to transfer spending authority and program administration to the Department of Education.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Health Programs	Agency No.:	515	FY 2012 Request
FUNCTION: WWAMI	Function No.:	02	Page 1 of 2 Pages
ACTIVITY: Graduate Medical	Activity No.:		Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01** Title: **Family Medicine Residency - CDA** Priority Ranking 1 of 1

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.25				.25
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	50,000				50,000
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expenses	5,000				5,000
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: **Increase student access to relevant medical education programs (e.g., medical residents and physicians)**

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program and its partner institutions, the University of Washington School of Medicine and the University of Idaho, to develop a Family Medicine Residency program in Coeur d'Alene. Currently, Idaho has two family medicine residency programs in Boise and Pocatello which are both affiliated with WWAMI. This will be a new family medicine residency program in Coeur d'Alene which will also be affiliated with WWAMI, and its Idaho partner the University of Idaho. This temporary program director will be located at the University of Idaho – Coeur d'Alene offices.

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.

Performance Measure: Number of family medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of family medicine residents in Idaho will increase each year until a full program of 6 residents per year for a three year program is established.

Description:
Expanding medical residency training in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education ranked ten recommendations towards expansion of medical education (1/26/09). 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."

Coeur d'Alene and Kootenai Medical Center have the clinical resources to support a family medicine residency program. It is anticipated that having a family medicine residency program in North Idaho will help with the recruitment of family physicians to this area. This newly formed program would plan to interview applicants during the fall of 2011 and accept its first entering class to begin training in July 2012.

A part-time program director (0.5 FTE) will be required to help with the planning and interviews over the academic year of 2011 – 2012. This request is for half of the part-time program director's time (0.25 FTE) and no benefits. The remainder of the program director's time and benefits will be paid by the community. Operating costs will cover the interviewing process during this academic year. Administrative support costs will be covered by the community. There are no anticipated capital costs. This is a one-time request for funding, to be managed through the Idaho WWAMI GME office at University of Idaho – Boise.

Future requests for funding will include funding to support residents' salaries as the program grows into a full three year program with 6 residents projected for each of the three training years. The best estimated cost of training a resident for one year is approximately $125,000. The below table is an estimate of the funding that may be requested as the family medicine residency program develops and expands in CDA. This is approximately the amount per resident that the Family Medicine Residency of Idaho and the ISU Family Medicine Residency programs receive. The new family medicine residency program in CDA would expect to receive the same amount of funding per resident per year as the other two programs.

Fiscal Year	#of Residents	Amount/resident	Base	Request
FY 2013	6	$34,000	-	$204,000
FY 2014	12	$34,000	$204,000	$204,000
FY 2015	18	$34,000	$408,000	$204,000

AGENCY: Boise Internal Medicine	Agency No.:	FY 2012 Request
FUNCTION: Curriculum Support	Function No.:	Page 1 of 2 Pages Original Submission _X_ or
ACTIVITY:	Activity No.:	Revision No. ___

A: Decision Unit No:	Title: **Boise Internal Medicine**			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. Curriculum Support	243,000				243,000
TOTAL OPERATING EXPENDITURES:	243,000				243,000
CAPITAL OUTLAY **by summary object:**	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	0				0
LUMP SUM:	0				0
GRAND TOTAL	243,000				243,000

Supports institution/agency and Board strategic plans:

Goal II.5 ACCESS: *Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice.*

This is a request for critical curriculum support of the Boise Internal Medicine residency program. Currently, Idaho has a training track of the Seattle-based Internal Medicine Residency (UWSOM) with residents spending one of three years in Idaho. The proposed Boise Internal Medicine Residency program will become an independent, Idaho-based program, accredited under the Department of Medicine at the UWSOM.

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.

Performance Measure: Number of internal medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of internal medicine residents in Idaho will increase each year until a full program of 8 residents per year for a three year program is established.

Description:
Expanding medical residency training in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). 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."

The current Internal Medicine Track located at the Boise VA is ready to expand to a full three year residency program in the Treasure Valley, while remaining under the Department of Medicine at UWSOM. It is anticipated the newly formed program will interview for its first entering class the fall of 2010 and accept its first entering class July 2011.

The Department of Veterans Affairs is the major funder of the residency program and its core training site. Support agreements have been established with all other medical centers participating in the curriculum (Saint Luke's Regional Medical Center, Saint Alphonsus Regional Medical Center, University Medical Center, and Harborview Medical Center) to cover rotations within their systems. However, a small but critical portion of the curriculum is not funded by these mechanisms. This involves rotations at small un-affiliated offices such as dermatology, neurology, and our community-based training practices around the state. These are critical to the attractiveness of the program and the completeness of training. In addition, providing rotations outside of the VA will increase the residents' exposure to the private medical provider medical community and enable them to development professional contacts, which ultimately enhances the likelihood they will stay in Idaho to practice

Future requests for funding will include funding for residents as the program grows into a full three year program with 8 residents in each year of training. The best estimated cost of training a resident for one year is approximately $175,000. Providing one block of outside training per resident per year (1/13 of the cost = $13,500/resident) is our goal. The table below is an estimate of the funding that may be requested as the internal medicine residency program develops and expands.

Fiscal Year	# of Residents	Amount/resident	Base	Request
FY 2012	8 interns, 10 R2s	$13,500	-	$243,000
FY 2013	8 interns, 8 R2s	$13,500	$243,000	$0
FY 2014	8 interns, 8 R2s,8 R3s	$13,500	$243,000	$108,000

AGENCY: Idaho Public Television	Agency No.:	520	FY 2012 Request
FUNCTION: Idaho Public Television	Function No.:	01	Page ___ of Pages
ACTIVITY:	Activity No.:		Original Submission __ or Revision No. ___

A: Decision Unit No: 12.01 Title: **Idaho Experience** Priority Ranking 1 of 2

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	127,700				127,700
2. Benefits	55,400				55,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	183,100				183,100
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	99,500				99,500
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:					
GRAND TOTAL	313,700				313,700

How connected to institution/agency and Board strategic plans:

Goal 1 SBOE Goal 1 is a well-educated citizenry. IdahoPTV's objectives to meet this goal are to provide high quality television programming and new media content, and to provide relevant Idaho-specific information.

Description:

This year Idaho Public Television has a unique opportunity to capitalize on prospective support from private funders to offer Idahoans an in-depth look at our state's rich history. We are asking for base funds to move forward with plans to create a televised multi-media series that will bring to life the people and events which shaped our state's past and present. Similar to the PBS program, THE AMERICAN EXPERIENCE, the ongoing series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

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.

Questions:

1. What is being requested and why?

   Idaho Public Television proposes to preserve and enhance Idaho's heritage by producing two historical documentaries and related Web sites annually, and to make them available to students, teachers and the Idaho public. We will work closely with educators to align the series with Idaho's school curriculum and to present the material in ways that is both engaging and accurate.

   We were recently approached by private funders who have expressed interest in providing substantial funds to enhance such an effort if the state can provide base funding. This is an exceptional opportunity for us to capture and examine the history of our state so that we can help educate and inform Idaho's citizens, both our youth and adults.

   To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state. Idaho Public Television is uniquely positioned to be able to take on such a task. Our past efforts to do so have produced award winning documentaries such as ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY and the recently released CAPITOL OF LIGHT. Both films have been widely praised for their fascinating and comprehensive portrayal of Idaho's history.

   Using these programs 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.

   In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort. As mentioned above, we have already been approached by funders interested in supporting this idea.

   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, 2011, 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, 2011, 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, 2011, 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 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 2011 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: Division of Vocational Rehabilitation | Agency No.: 523 | FY 2012 Request
FUNCTION: Vocational Rehabilitation | Function No.: 02 | 1 of 1 Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.01**	Title: **Rehabilitation Services Administration Match**			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:**					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	150,000				150,000
LUMP SUM:					
GRAND TOTAL	150,000				150,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective 8

Goal 1: Continually improve the quality of Vocational Rehabilitation services available to eligible Idahoans with disabilities to prepare for, obtain, maintain, or regain competitive employment and long term Supported Employment with the context of available resources.

Objective 8: Enhance revenue opportunities for VR programs.

Performance Measure: Increase grant opportunities.

Description:

Hold backs from the recent recession have limited IDVR from available federal funds during FY 2010 and 2011. In FY 2010 IDVR reverted 616K of federal dollars and we will revert nearly 2 million federal dollars for 2011. The loss has been covered by carry over funds from our counselor's conservative expenditures and an increase in SSA reimbursements to the agency from moving clients off the SSA SSI and SSDI benefit programs. Carryover funds were increased by the generous availability of ARRA funding, which will run out by September of 2011 or before. Subsequently, funding through 2011 is adequate. In 2012 we are estimating a decrease of funding as our reserves dwindle. Though we are researching other means of obtaining match funds for available federal dollars, presently state general fund is the only mechanism possible to capture the available unmatched federal dollars designated by the Rehabilitation Services Administration for Idaho. The requested $150,000 will leverage an additional $553,500 of federal funds.

The funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The mission has increased in difficulty during the period of the recession and the additional resources moving into the future will be significant in our services to individuals with disabilities. The federal funds designated for Idaho that remain unmatched become available for other states to match.

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?
   - *$150,000 in State General Trustee & Benefits Funds*
   - *The agency currently has 73 counselors and 47 assistants for this activity. Base:*
     - *General Fund: $1,322,600*
     - *Federal Fund: $6,686,500*
     - *Dedicated Fund: $651,900*
     - *Misc. Revenue: $944,200*

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 requested.

   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 assumption(s) (e.g. anticipated grants, etc.).

   This is an ongoing request for $150,000 of State General Trustee & Benefits 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 funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The mission has increased in difficulty during the period of the recession and the additional resources moving into the future will be significant in our services to individuals with disabilities. The federal funds designated for Idaho that remain unmatched become available for other states to match.

   IDVR eligible individuals with disabilities needing services for disability adjustment and eventual placement into the job market.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year 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.

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SUBJECT

FY 2012 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.c.

BACKGROUND/DISCUSSION

The capital projects request process is separate from the line item budget request process. The Permanent Building Fund Advisory Council (PBFAC), which is 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 annual capital project funding request process begins with DPW issuing a letter to agencies and institutions each spring requesting that they submit their project funding needs. DPW staff works with the agencies and institutions over the summer months to finalize requests. The State Board of Education also concurrently reviews and makes recommendation on major capital projects (only) to PBFAC. DPW staff produces a fiscal year request notebook provided to PBFAC in early September. Agencies and institutions present their requests to PBFAC in early October; and at its November business meeting the Council reviews DPW staff funding recommendations and takes action on them. Between the October and November PBFAC meetings, DPW staff reviews the agency presentations and consults with agencies and institutions to clarify issues. DPW staff then goes through a process of deciding which projects should be funded and what the Permanent Building Fund (PBF) allocations should be for each requesting agency and institution. Also, in the month of October, the Division of Financial Management (DFM) informs DPW of the anticipated revenue amount for the fiscal year's funding. This sum is the basis for the staff’s allocation recommendations which are presented to Council at its November meeting. Following the Council's review and approval of its funding recommendations for the next fiscal year, DPW staff forwards those recommendations to DFM and the Legislative Services Office for inclusion in their respective budget publications. The Governor makes a recommendation regarding major capital projects to the Legislature. The Legislature appropriates funds to DPW for specific major capital projects and funding for general alterations and repairs, and other projects statewide.

In the last few years the Board has chosen to not prioritize or recommend any capital facilities to the Permanent Building Fund, recommending instead that all funding efforts be directed primarily toward alterations & repairs, asbestos abatement, and other non-major capital items.

Institutions and agencies have prepared and submitted their FY 2012 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

FY12 Major Capital Request Summary	Page 3
Capital Project Summaries for agencies & institutions	Page 5

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 2011 institution request list.

The Board may recommend some or all of the projects to the Permanent Building Fund Advisory Council for consideration at its October 2010 meeting, or recommend no major capital funding for FY 2012 and have the PBFAC concentrate on alterations and repairs and other non-major capital 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 2012.

BOARD ACTION

I move to recommend to the Permanent Building Fund Advisory Council the major capital projects on page 3 for consideration in the FY 2012 budget process.

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

OR

I move to recommend to the Permanent Building Fund Advisory Council the following major capital project(s), in priority order, for consideration in the FY 2012 budget process.

1. ____________________________ <select from Tab 2, Page 3>
2. ____________________________ "
3. ____________________________ "
4. ____________________________ "

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

OR

I move to recommend no major capital funding for FY 2011 and have the Permanent Building Fund Advisory Council concentrate upon Alterations and Repairs and other non-major projects.

Moved by __________ Seconded by ___________ Carried Yes _____ No _____

State Board of Education

FY12 Major Capital Request Summary

($ in 000's)

	Board Priority	Institution/Agency & Project	Detail Page	Total Project Cost: Perm. Building Fund	Total Project Cost: Total Funds	FY 2011 Request
1		**Boise State University**				
2	1	Institute for Arts & Humanities Building	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		**Idaho State University**				
5	1	Remodel basement of Education building	13	1,100.0	1,300.0	1,100.0
6	2	Complete renovation-Meridian Phase 3	15	10,350.0	12,420.0	10,350.0
7	3	Renovation/Addition of Life Science	17	34,071.6	40,885.9	34,071.6
8		**University of Idaho**				
9	1	Northern Idaho Collaborative Education Facility (UI, LCSC, NIC)	19	21,000.0	21,000.0	20,579.2
10	2	Science & New Technologies Lab/Research/Education Facility	23	15,000.0	50,882.0	5,000.0
11		**Lewis-Clark State College**				
12	1	Northern Idaho Collaborative Education Facility (see above)	19			
13	2	Upgrade Fine Arts Building	29	1,700.0	1,900.0	1,700.0
14		**North Idaho College**				
15	1	Northern Idaho Collaborative Education Facility (see above)	19			
16		**College of Western Idaho**				
17	1	New Academic Building/Nampa Campus	31	31,250.0	31,250.0	31,250.0
18	2	New Parking Lot/Nampa Campus	32	905.6	905.6	905.6
19	3	Nampa Campus Master Plan (Phase II)	33	210.0	210.0	210.0
20		**Eastern Idaho Technical College**				
21	1	Remodel Area Tech Bld 2 for Data Center	35	1,000.0	1,000.0	1,000.0
22	2	Construct Parking Lot, Health Care Building 6	36	925.0	925.0	925.0
23	3	Remodel Health Care Building 6, classroom space & meeting are	37	4,500.0	4,500.0	4,500.0
24						
25		**Total**		$ 153,012.2	$ 229,678.5	$ 112,591.4

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OFFICE OF THE STATE BOARD OF EDUCATION

SET A
PROJECT SUMMARY

Project Title: **Planning and Design** for
Institute for Arts & Humanities Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: A new building for the Institute of Arts and Humanities will support the vision and operations of this new organization, and will connect scholarly activity in the arts and humanities with the larger community. An effective plan for this building initially requires a variety of planning and programming activities. These include – various siting studies, programming, and conceptual design. These studies will form the basis for development of a comprehensive schematic design.

Project Scope: 39,500- 65,500 **NASF** 60,000-100,000 **GSF**

Estimated Total Planning and Design Cost: $500,000

Date Approved by State Board of Education: Not yet submitted to SBOE as separate project

Source of Construction Funds (by fund source and amount):

Total Project Cost

Fund Source	**Amount**
Permanent Building Fund	$500,000

Previous Appropriations

Fund Source	**Amount**
N/A	N/A

Budget Year Request

Fund Source	**Amount**
Permanent Building Fund	$500,000

Institute for Arts & Humanities Building – Page Two

1. PROJECT DESCRIPTION AND JUSTIFICATION

The new Institute for Arts and Humanities (IAH) building will likely be sited on the West edge of campus along capital Blvd. This siting is consistent with the 2005 Campus Maste Plan. It is envisioned that, the IAH building, together with the new COBE building, will create a significant gateway to the campus.

A group of faculty members is developing the strategic plan for the IAH. In brief, the core mission of the IAH building will be to provide physical space for advancing academic research and creative activity in the arts and humanities and to cultivate appreciation of the same in the broader community. An outcome of the strategic planning exercise will be a determination as to what entities within the university will be brought together in this building so as to best facilitate research in the humanities and creative activity in the arts.

Funding is requested for the conceptual groundwork for planning the new building, including (i) a comprehensive programming study that will determine the sizes and types of spaces that are needed to best support the arts and humanities and (ii) siting studies that will determine which spatial proximities and adjacencies would be the most strategically valuable and that will assess the technical feasibility of building at potential site locations.

The result of this planning effort will be a complete analysis and building program with conceptual design, including estimates of construction costs for the project.

2. PROJECT COMPONENTS

The project will construct a new facility at the western edge of the campus. The facility will house the Institute of arts and Humanities. Preliminary planning activities have tentatively identified the following that will be supported by the IAH:

- Exploration: computer laboratories, conference rooms, and libraries for study and research; studio space for creative practices.
- Innovation: multiple-use spaces and laboratories containing new technologies will facilitate inventive and cross-disciplinary projects.
- Presentation: lecture hall, demonstration spaces, and workshop facilities for university faculty members and visiting scholars/artists to present their work.
- Exhibition: art and other museum spaces as permanent and rotating venues; archival space for research and project-related documents, books, and digital information.

- Performance: studios, rehearsal rooms, recital spaces as laboratories and showcases for new musical compositions, emerging choreography, staged readings, and performance art.

Institute for Arts & Humanities Building – Page Three

3. ALTERNATIVES

Major building efforts at Boise State are supporting the sciences, engineering, and most recently business and economics. Those efforts greatly facilitate scholarly activity in those fields and are an important way to focus community attention. By constructing a new structure for the arts and humanities, we will do the same: we will greatly facilitate research and creative activity in the arts and humanities and we will focus community attention. In addition, we will create a gateway to the university containing entities that are closely related to those of the nearby downtown.

It would be possible to renovate existing campus structures to house the IAH, however, to do so would not create the emphasis and focus that the campus seeks to bring to these important disciplines.

4. VACATED SPACES

In addition to providing up to date space for the uses described above, the new building 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 departments. Because planning is in the early stages, the precise amount of space to be vacated is not defined.

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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: Not yet submitted to SBOE as a separate project.

Source of Construction Funds (by fund source and amount):

Total Project Cost

Fund Source	**Amount**
Permanent Building Fund	$30,500,000
Other Funding (Gifts and University Financing)	$31,500,000

Previous Appropriations

Fund Source	**Amount**
N/A	N/A

Budget Year Request

Fund Source	**Amount**
Permanent Building Fund	$500,000

Science Research Building – Page Two

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

Science Research Building – Page Three

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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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Remodel basement of College of Education

CONTACT PERSON: Joseph Han TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:
Concisely describe what the project is.

Remodel basement of College of Education converting television studio office, workshops, and technical labs to accommodate academic program growth requiring additional offices and classrooms.

What is the existing program and how will it be improved?
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.

What will be the impact on your operating budget?

This project does not add square feet of functional space and will have slight additions to the operational maintenance and custodial budget.

What are the consequences if this project is not funded?
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.

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 1,100,000
A/E fees	$ 5,150	General Account	$
Construction	$ 7,000	Agency Funds	$ 200,000
5% Contingency	$ 47,850	Federal Funds	$
F F & E	$ 200,000	Other	$
Other	$		$
Total	$ 1,300,000	Total	$ 1,300,000

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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Complete renovation ISU-Meridian Phase 3

CONTACT PERSON: Joseph Han TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

Concisely describe what the project is.

Complete the interior build-out and remodel of approximately 80,000 square feet of unfinished space in the ISU-Meridian building to support the academic and health research mission of Idaho State University.

What is the existing program and how will it be improved?

Currently there are approximately 80,000 square feet of unfinished space within the ISU-Meridian building. This space will be completed to support laboratory, classroom, and office space. The shell of the building and major components of the electrical system already exist and will be used in completing the new space. The structural portion of the second floor in the unfinished space will be completed, as currently a portion of the second floor has been left out for construction access.

What will be the impact on your operating budget?

The square feet of finished space will require additional custodial, safety monitoring, and building maintenance funding.

What are the consequences if this project is not funded?

Idaho State University will not be able to fulfill its mandate from the State Board of Education, to “formulate academic plans and generate programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation.” ISU is further charged with the responsibility of “Offering a wide range of master, doctoral, and professional programs consistent with State needs.”

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Complete renovation ISU-Meridian Phase 3

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 10,350,000
A/E fees	$ 900,000	General Account	$
Construction	$ 9,000,000	Agency Funds	$ 2,070,000
5% Contingency	$ 450,000	Federal Funds	,
F F & E	$ 2,070,000	Other	$
Other	$		$
Total	$ 12,420,000	Total	$
			$ 12,420,000

CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Renovation/Addition of Life Sciences

CONTACT PERSON: Joseph Han TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:
Concisely describe what the project is.

The four buildings of the Life Science complex will be renovated, and 40,000 square feet of building space will be added to the complex.

What is the existing program and how will it be improved?

The four science buildings of the Life Science Complex were constructed in 1970, and have served as science classrooms and laboratories for the health professions and the biological sciences. The buildings are structurally sound, but functionally obsolete. The interior spaces will be renovated to correct electrical, plumbing, mechanical, life-safety code problems including egress and access issues. The classrooms and laboratories will be remodeled to modern teaching and research standards. *NOTE*: *This request assumes the asbestos mitigation expense and related upgrade and renovations requested for the Beckley Nursing building # 66 under Alterations and Repairs- request # 29 for $600,000 and under Asbestos Abatement request # 1 for $400,000 is not otherwise funded.*

What will be the impact on your operating budget?

The additional square feet of building space will require funding support for custodial, safety monitoring, and building maintenance.

What are the consequences if this project is not funded?

Idaho State University will not be able to fulfill its mandate from the State Board of Education, to “formulate academic plans and generate programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation.” ISU is further charged with the responsibility of “Offering a wide range of master, doctoral, and professional programs consistent with State needs.”

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Renovation/Addition of Life Sciences

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 34,071,600
A/E fees	$ 2,571,600	General Account	$
Construction	$ 30,000,000	Agency Funds	$ 6,814,320
5% Contingency	$ 1,500,000	Federal Funds	$
F F & E	$ 6,814,320	Other	$
Other	$		$
Total	$ 34,071,600	Total	$ 40,885,920

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Northern Idaho Collaborative Education Facility

Institution/Agency: North Idaho College, Lewis Clark State College, University of Idaho

Brief Description:
North Idaho College, Lewis Clark State College, and the University of Idaho envision the creation of an education corridor in Coeur d'Alene stretching along the banks of the Spokane River and adjacent to North Idaho College. Higher Education programmatic growth in the Coeur d'Alene area will be concentrated in this education corridor. Additional facilities and resources are needed to service the growing population and the corresponding demand for access to higher education programs and content. The collaboration potential afforded by co-location of three institutions of higher education in this proposed facility will provide increased access and higher education opportunities for students of all levels in the area.

Project Scope:	**NASF**	**GSF**
Building size:	~60,000	~80,000
Site and utility infrastructure		
Furnishings, Fixtures and Equipment		
All project fees and related expenses		

Estimated Total Cost: $21,000,000

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
Fifth request, July 2010

Source of Construction Funds (by fund source and amount):

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$21,000,000
Total:	$21,000,000

Previous Appropriations

Fund Source	Amount
Permanent Building Fund (FY 09)	$420,800

Budget Year Request

Fund Source	Amount
Permanent Building Fund	$20,579,200

1. PROJECT DESCRIPTION AND JUSTIFICATION

North Idaho College, Lewis Clark State College, and the University of Idaho propose a collaborative facility housing units of each institution to be located on property owned by the North Idaho College Foundation and leased to North Idaho College. Such a collaborative facility will allow North Idaho College, Lewis Clark State College, and the University of Idaho to consolidate programs located in various facilities at one location and better serve the citizens of the area, each institution in accordance with the corresponding role and mission statements. The proximity of this location to North Idaho College is of an advantage as it provides the ability and opportunity to leverage the existing facilities of North Idaho College and to develop collaborative joint programs with North Idaho College faculty and staff.

2. PROJECT COMPONENTS

This facility will be approximately 80,000 square feet and will house classrooms and faculty and staff offices, along with ancillary support spaces. The preliminary cost estimate for the building is $21,000,000. The State provided $420,800 in FY09 funding to the University of Idaho to support initial programming and pre-design work. The initial programming and pre-design phase is currently in progress.

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. The remainder of the state funding for the project is requested at this time, to 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 additional academic programs and needs. Such additional program space would possibly include a tiered classroom, various breakout rooms, as well as reception and kitchen/dining services. The date of any such future expansion is yet to be determined and would be subject to further review and approval of the Board of Regents.

3. VACATED SPACE

It is anticipated that the space at Harbor Center currently occupied by the higher education institutions will be vacated upon completion of the proposed facility. North Idaho College and Lewis Clark State College also expect to vacate a number of temporary modular facilities once the new facility is completed.

SET A
PROJECT APPROVAL FORM

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: Northern Idaho Collaborative Education Facility

Building Statistics:		
NASF:	~60,000
GSF:	~80,000
Net to Gross	75%

		Estimated Total Cost	Prior to Budget Year	1st Year FY12	2nd Year FY13	3rd Year FY14	4th Year FY15	5th Year FY16	6th Year FY17
PROJECT SUMMARY:									
A.	Arch. & Engr. (Project Planning & Pre-Design)	420,800	420,800	0					
	Schematic Design	270,000		270,000					
	Design Development	360,000		360,000					
	Construction Documents*	720,000		720,000					
	Construction Supervision**	450,000		450,000					
B.	Asbestos Abatement Arch/Eng/Hygienist Fees								
C.	Tests, Permits	319,200		319,200					
	SUBTOTAL ARCH. & ENGR.	2,540,000	420,800	2,119,200	0	0	0	0	0
D.	Moving, Administration	0							
E.	Asbestos Abatement	0							
F.	Construction*** (Preliminary Estimate)	14,800,000		14,800,000					
G.	Furnishings/Moveable Equipment	1,750,000		1,750,000					
H.	Contingency (Project)	1,910,000		1,910,000					
	TOTAL PROJECT REQUEST	21,000,000	420,800	20,579,200	0				
SOURCE OF FUNDS:									
	Permanent Building Fund	21,000,000	420,800	20,579,200					
	General Education								
	Federal								
	Bond Sale								
	Bond Reserve								
	Parking Funds								
	Housing/Food Service Revenue								
	Other Funds, including Gifts (UI Funds)								
	TOTAL	21,000,000	420,800	20,579,200	0	0	0	0	0

Utilities	TBD
Custodial	TBD
Repairs & Maintenance	TBD

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.) General Education

* Includes Reimbursable Expenses
** Includes Fees for On-Site Observation
*** Preliminary Estimate

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. In 2009, the university 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 12 request reflects the fact that 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.

Project Scope:	**NASF**	**GSF**
Building size:	45,000-50,000	70,000-80,000
Site and Utility infrastructure		
All project fees and related expenses		
Fixed Research Equipment NIC		
Movable Furnishings, Fixtures and Equipment NIC		

Estimated Total Cost: $50,882,000 (2010 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.*
Twelfth Request, July 2010

Source of Construction Funds (by fund source and amount):

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$15,000,000
Other Funding (inc Bond Financing & Gifts)	$35,882,000
Total (2010 Dollars)	$50,882,000

Previous Appropriations

Fund Source	Amount
Fed FY05 Federal Funding	$892,500

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.

Budget Year Request

Fund Source	Amount
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. 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.

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 70,000 – 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 as 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 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.

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
PROJECT SUMMARY:									
A.	Arch. & Engr. (Project Planning & Pre-Design)								
	PreDesign Technical Analysis & Feasibility Study *(Prior work not included in costs below.)*		892,500						
	Planning & Design	5,600,000		5,000,000					
	Schematic Design	inc. above							
	Design Development	inc. above							
	Construction Documents	inc. above							
	Construction Supervision	inc. above							
B.	Asbestos Abatement Arch/Eng/Hygienist Fees	inc. above							
C.	Tests, Permits	450,000							
	SUBTOTAL ARCH. & ENGR.	6,050,000	892,500	5,000,000	0	0	0	0	0
D.	Moving, Administration, Demolition, Project Costs	1,000,000							
E.	Asbestos Abatement	inc. above							
F.	Construction								
	Estimated Bid Cost, May 2009 Est. *(Escalated 3% for FY 2012 Request)*	33,711,000							
	Construction Contingency	3,371,000							
G.	Furnishings/Moveable Equipment	250,000							
H.	Contingency (Project) *Includes Escalation Allowance for out years.*	6,500,000							
	TOTAL PROJECT REQUEST	50,882,000	892,500	5,000,000	TBD	TBD	TBD	TBD	TBD
SOURCE OF FUNDS:									
	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								
	Other Funds, including Gifts (UI Funds)	10,882,000							
	TOTAL	50,882,000	892,500	5,000,000	0	0	0	0	0
	Utilities	TBD						TBD	TBD
	Custodial	TBD						TBD	TBD
	Repairs & Maintenance	TBD						TBD	TBD

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.) General Education

* 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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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: **Lewis-Clark State College** AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: **Upgrade Fine Arts Building**

CONTACT PERSON: Chet Herbst TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is. This project involves remodeling/upgrade of the Fine Arts Building (1909 vintage structure, originally used as a dormitory, later sciences, then fine arts, and now multi-purpose) to upgrade electrical systems; install HVAC; replace windows, plumbing, and lighting; and reconfigure antiquated rooms for use as classroom, lab, and office space. $200,000 in Agency Funds (raised by LCSC Business Division) will supplement PBF dollars for this project.

(B) What is the existing program and how will it be improved? The proposed project would carry forward PBF improvements completed in 2004 which provided an ADA-compliant elevator and restrooms for the Fine Arts Building. Classrooms and offices in this facility are currently utilized only on a temporary, last-resort basis, due to the lack of climate control and decrepitude of rooms—this is the least useable instructional space on LCSC's Lewiston campus. This project would enable the entire building (11,000 square feet) to be used for daily delivery of LCSC instructional programs for Business courses and other disciplines.

(C) What will be the impact on your operating budget? Upgrade of this facility would increase energy efficiency and avoid the need for new construction to house the programs which could be accommodated in the improved building.

(D) What are the consequences if this project is not funded? The existing facility will be underutilized, due to lack of climate control, modern lighting/electrics, and room configurations.

ESTIMATED BUDGET:		FUNDING:	
Land	$0	PBF	$1,700,000
A/E fees	$95,000	General Account	$0
Construction	$1,610,000	Agency Funds	$200,000
5% Contingency	$95,000	Federal Funds	$0
F F & E	$100,000	Other	$0
Other	$0		
Total	$1,900,000	Total	$1,900,000

CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: New Academic Building/Nampa campus

CONTACT PERSON: Jeff Shinn, Budget Director TELEPHONE: 208-562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.
New 100,000 square foot academic classroom building at the Nampa campus. Will include faculty office space.

(B) What is the existing program and how will it be improved?

Currently, CWI has one building on the Nampa campus, which includes classroom, administrative, faculty office, library, student services and bookstore functions. The college needs a major classroom and laboratory building to effectively serve its students.

(C) What will be the impact on your operating budget?
Impact will be additional utility, custodial and maintenance costs. CWI will request Occupancy Costs but will probably have to rely upon tuition revenue to maintain the property.

(D) What are the consequences if this project is not funded?
CWI is experiencing a tremendous growth in students and desperately needs additional classroom space. The college is underfunded by the state compared to the other two community colleges and is unable to issue bonds or identify other revenue for constructing new classroom space.

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 31,250,000
A/E fees	3,000,000	General Account	
Construction	25,000,000	Agency Funds	
5% Contingency	1,250,000	Federal Funds	
F F & E	2,000,000	Other	
Other			
Total	$ 31,250,000	Total	$ 31,250,000

CAPITAL BUDGET REQUEST

FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho (CWI) AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: New Parking Lot/Nampa Campus

CONTACT PERSON: Jeff Shinn, Budget Director TELEPHONE: 208-562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.
Create new 300-space parking lot facility adjacent to Nampa Campus building. Includes site preparation, paving, curbs and gutters, drainage.

(B) What is the existing program and how will it be improved?
At present, the sole building is served by a paved parking lot of 400 spaces and a dirt parking lot that will accommodate 403 automobiles. CWI needs additional parking to accommodate existing students and to prepare for a planned expansion of the campus. The existing unpaved lot will be used for a proposed building.

(C) What will be the impact on your operating budget?
The college budget will be expected to pay for normal maintenance and cleaning, as needed.

(D) What are the consequences if this project is not funded?
If the project is not funded, some of the funds to be raised for new buildings will be needed for parking facilities. Students will have to park on the entrance streets into the college campus.

ESTIMATED BUDGET:		FUNDING:	
Land	$ 0.00	PBF	$ 905,625
A/E fees	75,000	General Account	0.00
Construction	750,000	Agency Funds	0.00
5% Contingency	37,500	Federal Funds	0.00
F F & E	43,125	Other	0.00
Other			
Total	$ 905,625	Total	$ 905,625

CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho (CWI) AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Nampa Campus Master Plan (Phase II)

CONTACT PERSON: Jeff Shinn, Budget Director TELEPHONE: 208-562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.
This project is the second of two phases which will provide the development plan for the 100-acre Nampa campus. Phase I has been completed; Phase II will be completed after development begins.

(B) What is the existing program and how will it be improved?

Phase II will complement Phase I by completing the work begun with Phase I, and after the first round of building has started. At that time CWI will know what additional master planning activity is needed.

(C) What will be the impact on your operating budget?

Senior staff will be responsible for monitoring the work of the consultant preparing Phase II.

(D) What are the consequences if this project is not funded?

Not being able to complete the overall campus master planning process might result in uncoordinated land use/building placement on the Nampa Campus.

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 210,000
A/E fees	200,000	General Account	
Construction		Agency Funds	
5% Contingency	10,000	Federal Funds	
F F & E		Other	
Other			
Total	$ 210,000	Total	$ 210,000

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CAPITAL BUDGET REQUEST

FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College AGENCY PROJECT PRIORITY: 1.

PROJECT DESCRIPTION/LOCATION: REMODEL AREA TECH BLD 2 FOR DATA CENTER

CONTACT PERSON: ROBERT SMART TELEPHONE:208-524-3000 EXT 3355

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is. Move existing Data Center from basement area of Sessions Bld 1 to Technical Bld 2.

(B) What is the existing program and how will it be improved? Current Data Center is located in the basement of the Sessions Bld 1. This area being in the basement could be flooded and the area has water sprinkler system in place. The current area is also the switch gear room for this building. There currently is not cooling available for the racks and servers. The room as become too small to house this equipment and cannot be expanded on.

(C) What will be the impact on your operating budget? There would be minimal impact to the operating budget.

(D) What are the consequences if this project is not funded? The Campus could loose all Data communications if there was a flood or if fire system failed.

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 1,000,000
A/E fees	100,000	General Account	
Construction	855,000	Agency Funds	
5% Contingency	45,000	Federal Funds	
F F & E		Other	
Other			
Total	$ 1,000,000	Total	$ 1,000,000

CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College AGENCY PROJECT PRIORITY: 2.

PROJECT DESCRIPTION/LOCATION: CONSTRUCT PARKING LOT, HEALTH CARE BUILDING 6

CONTACT PERSON: Robert Smart TELEPHONE: 208-524-3000 ext 3355

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is. Construct a parking lot on campus to provide parking for students, faculty 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 is a shared building with ISU and EITC. All programs that operate within this building will benefit. Adequate parking in proximity to 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 used roadway that needs to be redesigned. Insufficient number of parking spaces adjacent to this building.

ESTIMATED BUDGET:		FUNDING:	
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

CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College AGENCY PROJECT PRIORITY: 3.

PROJECT DESCRIPTION/LOCATION: REMODEL HEALTH CARE BUILDING 6 TO ADD CLASSROOM SPACE AND MEETING AREA.

CONTACT PERSON: Robert Smart TELEPHONE: 208-524-3000 ext 3355

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is. This project would add nine (9) new classrooms and one (1) large meeting room that could be divided into three (3) rooms.

(B) What is the existing program and how will it be improved? This would provide needed classroom space for Health Care classes and provide meeting space to seminars and large group meetings.

(C) What will be the impact on your operating budget? Impact on operating budget would be for lighting and HVAC. Additional Staff would be required.

(D) What are the consequences if this project is not funded? Not the classroom space usable that is needed. The College at this time does not have a facility to hold large seminars or large group meetings.

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 4,500,000
A/E fees	450,000	General Account	
Construction	3,969,000	Agency Funds	
5% Contingency	81,000	Federal Funds	
F F & E		Other	
Other			
Total	$ 4,500,000	Total	$ 4,500,000

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BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY & UNIVERSITY OF IDAHO

SUBJECT

University NCAA Academic Progress Rate (APR) Scores

BACKGROUND/DISCUSSION

The APR is determined by using the eligibility and retention for each student-athlete on scholarship during a particular academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The APR is calculated by taking the number of possible points and dividing that number by the total number of points earned from retention and eligibility over the same period of time.

The NCAA instituted the APR requirements beginning in the 2003-04 academic year. Beginning in the fall of 2007, the APR is based on four years of data and every year thereafter, the most current year's data will be added and the oldest year will be removed to create a four-year rolling rate. The benchmark minimum score is 925.

IMPACT

Contemporaneous financial aid penalties can be applied if an athletic team's APR score is below 925. Teams that fall under the contemporaneous penalties risk the loss of future scholarships.

This is the fourth year institutions will be subject to historically based penalties. In the first stage of that structure, teams with APRs below 900 will receive a public warning. If those same teams continue to fall below the 900 cut line, they will be subject to a variety of playing and practice season restrictions, based on a formula that includes a measurement of the team’s improvement over the last several years.

After public warnings, penalties become progressively more severe, eventually banning teams from postseason play.

ATTACHMENTS

Institution narrative and NCAA 2008 – 2009 Academic Progress Rates

STAFF COMMENTS AND RECOMMENDATIONS

Each institution was asked by the Athletic Committee to provide a statement regarding APR and how the NCAA requirement affects that institution. Following the statement from each institution are the NCAA APR sheets for all sports at that institution.

Staff recommends the institutions and Board consider using the APR in head coach's contracts to a greater extent than is currently occurring. At present, bonuses tied to APR scores are relatively minor compared to incentives for such items as team record or rankings. Increasing the incentive for academic achievement along with athletic achievement will help place a higher priority on the life-learning needs of the student-athletes.

BOARD ACTION

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

Boise State University
Spring 2010 APR Report Summary

Boise State University Athletic Department continues to improve its Academic Progress Rate on the 2010 Report. Fourteen of the eighteen teams on this year's report improved their scores from last year. Boise State teams led the Western Athletic Conference (WAC) in 6 sports: Football (974), Men's Basketball (986), Men's Tennis (985), Outdoor Men's Track & Field (967), Men's Indoor Track & Field (969) and Men's Cross-Country (1000). A total of 14 Boise State University athletic teams were ranked in the top 3 in the WAC for their sport. Men's Basketball and Men's Cross-Country were ranked in the Top 10% nationally for their sport and earned special recognition from the NCAA. The Football team's APR again ranks in the top 20 scores nationally for the Football Bowl Subdivision (FBS).

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Boise State University Date of Report: 06/04/2010

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-2009 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (298)	NA	NA	NA	NA	954	946	971	960	950	950
Basketball (343)	986	1000	90th-100th	70th-80th	940	931	958	942	938	942
Cross Country (313)	1000	1000	90th-100th	90th-100th	967	962	976	973	963	967
Football (243)	974	1000	80th-90th	50th-60th	944	937	963	947	939	NA
Fencing (19)	NA	NA	NA	NA	967	943	979	975	981	946
Golf (297)	912	1000	1st-10th	1st-10th	969	963	980	973	965	971

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NCAA Division I 2008 - 2009 Academic Progress Rate
Public Report

Institution: Boise State University Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Gymnastics (16)	NA	NA	NA	NA	979	980	964	978	1000	963
Ice Hockey (58)	NA	NA	NA	NA	975	967	982	976	985	977
Lacrosse (59)	NA	NA	NA	NA	971	971	971	984	977	955
Skiing (13)	NA	NA	NA	NA	974	964	996	964	985	973
Soccer (203)	NA	NA	NA	NA	962	953	971	960	969	960
Swimming (140)	NA	NA	NA	NA	970	964	981	969	972	973
Tennis (264)	985	933	70th-80th	70th-80th	966	959	977	969	965	966
Track, Indoor (259)	969	1000	60th-70th	40th-50th	957	950	972	958	956	960
Track, Outdoor (280)	967	1000	50th-60th	40th-50th	959	951	975	959	958	961
Volleyball (23)	NA	NA	NA	NA	973	967	979	969	981	978
Water Polo (22)	NA	NA	NA	NA	966	965	967	978	985	944
Wrestling (83)	927	918	10th-20th	1st-10th	954	949	966	957	951	947
By Sport - Women's										
Basketball (341)	965	967	40th-50th	30th-40th	966	960	977	967	964	968
Bowling (30)	NA	NA	NA	NA	952	946	967	969	944	976
Cross Country (339)	993	986	80th-90th	80th-90th	974	970	980	977	973	972

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Boise State University Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Fencing (23)	NA	NA	NA	NA	978	966	983	975	991	962
Field Hockey (78)	NA	NA	NA	NA	987	984	989	987	988	986
Golf (249)	984	968	40th-50th	60th-70th	981	978	988	982	980	981
Gymnastics (62)	974	1000	10th-20th	50th-60th	985	984	995	985	993	985
Ice Hockey (35)	NA	NA	NA	NA	982	974	986	985	991	974
Lacrosse (88)	NA	NA	NA	NA	986	987	986	993	989	978
Rowing (87)	NA	NA	NA	NA	985	980	990	982	990	985
Skiing (14)	NA	NA	NA	NA	978	970	993	971	992	962
Soccer (318)	970	991	20th-30th	40th-50th	976	970	987	977	974	979
Softball (286)	917 [5]	917	1st-10th	1st-10th	972	966	984	974	970	972
Swimming (198)	984	1000	40th-50th	60th-70th	981	977	987	981	983	980
Tennis (321)	985	972	60th-70th	70th-80th	978	975	984	978	976	980
Track, Indoor (311)	974	991	50th-60th	50th-60th	967	962	981	968	969	966
Track, Outdoor (318)	974	991	50th-60th	50th-60th	969	963	981	969	971	967
Volleyball (326)	944	854	1st-10th	10th-20th	976	972	983	977	975	976

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NCAA Division I 2008 - 2009 Academic Progress Rate
Public Report

Institution: Boise State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Water Polo (33)	NA	NA	NA	NA	973	963	984	974	989	972
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	971	971	973	973	966	971

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Idaho State University
Spring 2010 APR Summary Report

Idaho State University's overall APR score dropped two points from the 2007-08 four year average of 929 to a 2008-09 four year average score of 927. The 2008-09 year was the third year that the APR scores had 4 year averages. In those three years, ISU has scored a 928, 929 and now a 927.

The retention portion of the APR continues to go up for the third straight year with a four year average of 933 up from 2007-08's four year average of 932. The single year retention for ISU was the second highest ever at 937. The only year higher was the 2007-08 year where the score was 943.

The single year and the four year average for eligibility dropped to its lowest score in the history of the APR. The single year was an 893 and the four year score was a 905. At least three of those eligibility points can be attributed to student athletes not completing the graduation application while still completing all requirements to earn a degree.

Team highlights include:

Men's Basketball earning their highest one year score ever of 964 and would have been a perfect 1000 if one student had applied for graduation. The four year score for Men's basketball is over 900 for the first time since four years of data have been available.

Men's Cross Country scored a perfect 1000 for the second year in a row which helped move their four year average to an all time high four year score of 960.

Football improved slightly in both the one year score and the four year score. However the improvements were not enough to avoid Historic Level 2 penalties. Those penalties include:
Scholarship Reduction = 3.84 and Practice Reduction = 4 hours/1 day per week.

Men's Tennis saw a huge jump from the previous two years. The single year score for the 2006-07 year was 792. The single year score for the 2007-08 year was 889. The single year score for the 2008-09 year 952. This helped raise their four year score for the first time in 3 years.

Men's Track (Outdoor) had their second highest single year score earning a 961 and pushing their four year score to a 922.

Women's Cross Country scored a perfect 1000 for the third year in a row and earning a perfect 1000 for their four year average. They are the first team to do that at Idaho State.

Women's Soccer jumped 16 points on their one year score earning a 963 for 2008-09 and a four year score of 966.

Men's Track (Indoor), Women's Golf, Women's Track (Indoor), Women's Track (Outdoor) and Volleyball all had single year scores above 925 in addition to the above so noted.

Women's Golf, Women's Tennis, Women's Track (Indoor), Women's Track (Outdoor) and Volleyball all have 4 year scores above 925 in addition to the above noted.

In order to continue improving APR scores and to make sure Idaho State University is recruiting and signing student-athletes that will be successful in regards to eligibility, retention and graduation the following standards / steps either have been implemented or are in the process of being implemented. The athletic department and university are optimistic that these corrective steps will result in improved APR scores for all sports.

Academic Standard for APR improvement (Requirements for ISU Official Visit /Financial Aid Tender)

In order for a head coach to bring a prospective student-athlete (PSA) on an official visit or offer a financial aid tender, a coach must ensure that the PSA meets the outlined requirements:

Acceptable Requirements

If the PSA is a High School Student they must have

- Core GPA of 2.5 or above
- ACT in Math and English at or above an 18, OR
- SAT score in Math of 490+ and an English score of 460+

If the PSA is a Transfer student they must have

- Academic Core GPA (non activity credits) of 2.5 or above
- Must be on track to complete an AA/AS degree

If the PSA meets this criterion, they will be deemed acceptable for an ISU official visit and/or a financial aid tender at the discretion of the ISU head coach.

At Risk

A PSA that does not meet the exact acceptable requirements, but is within range of what is outlined as acceptable will be deemed at risk and will be considered upon review of the athletic administration staff and sport supervisor(s). The criteria for PSA's that fall into this area are:

High School Student

- Core GPA between a 2.3 and a 2.5
- ACT in Math and English between 16-18
- SAT in Math between 400-490 and English between 400-460

Transfer Student
- Academic GPA (non activity credits) below a 2.3-2.5
- No AA or AS degree and/or was a non-qualifier

Unacceptable
Any PSA that falls into this area will not be offered an opportunity for an official visit or offered a financial aid tender

High School Student
- Core GPA below a 2.3
- ACT in Math and English below a 16
- SAT in Math below 400 and English below 400
- Very short on total of NCAA Core courses completed during their senior year
    a. Needing two English and four additional core requirements is average for a senior

Transfer Student
- Academic GPA (non activity credits) below a 2.3
- No AA or AS degree and was a non-qualifier
- Has not passed 12 credits each semester
- Will not receive AA degree until after arriving at ISU
- Needing summer school to get certified at ISU
- Not having 6 credits of English and 3 credits of math (non remedial)
    b. Need to have English and Math in first year at school

MIDTERM GRADE REPORTING – ACADEMIC RECOVERY PLAN

Only D, F, U, NA (not attending), or I (incomplete) grades are reported at midterm. Students receiving such grades will be notified by mail. Those grades are not recorded on the student's transcript and are not used in grade point average computations.

Each Head Coach will receive a complete midterm grade report and the Registrar's Office will send midterm reports to the student-athletes permanent address.

Any student-athlete receiving a D, F, U, NA (not attending), or I (incomplete) grade on a midterm report will have 24 hours to rectify the grade or complete an academic recovery plan with their professor. The recovery plan must be signed by the student-athlete, the professor, and the student-athlete's head coach. This plan must be approved by a member of the student-athlete support center staff in the athletic department.

Failure to rectify the grade or complete an academic recovery plan will result in immediate suspension from all team functions. Team functions include practice, film, lifting and conditioning, travel, team meetings and competition. The suspension will last until the grade is rectified or the academic recover plan is completed and accepted by the student-athlete support center.

<u>Recovery Plan-</u> must be developed by the student in cooperation with the professor of the particular course. It must specifically address why the poor grade has been earned and **<u>specific</u>** steps that will be implemented in order to bring the grade up to a C or better.

It must be signed by the professor, the student, one of the coaches on staff in the student- athlete's sport and then handed into the Student-Athlete Support Center Staff for approval. Upon approval, the student-athlete may return to their athletic duties.

<u>SUMMER SCHOOL FUNDING/APPLICATION</u>

Summer school funding is allocated to student-athletes on an academic / eligibility need basis. If funding is desired, a student-athlete must turn in a fully completed application by April 1st in order to be eligible.

1. Student-athlete obtains summer school application

2. Student-athlete then meets with all parties needed to in order for approval to complete the form: Major Advisor (after Major Advisor meeting, student-athlete needs to register for the course), Head Coach, and then SASC Staff

3. After all parties approval signatures have been obtained, the application along with a copy of the registered classes, must be turned into the Asst. Athletic Director for Academics or the Asst. Athletic Director for Financial Services, and Athletic Director

4. Shortly after the April 1st deadline decisions on who will be funded for summer school will be made by the Assoc. Athletic Director for Student Support, Asst. Athletic Director for Academics, and the Asst. Athletic Director for Financial Services, and the Athletic Director

5. Head coaches from each team will receive notification of which student-athletes will be funded and at what level. Student-athletes will be notified via email of decision

6. Student-athlete is then responsible for accepting the summer school aide by signing an electronic TranPay through their BengalWeb portal

NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Idaho State University Date of Report: 06/04/2010

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-2009 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (298)	NA	NA	NA	NA	954	946	971	960	950	950
Basketball (343)	911 [1]	964	20th-30th	1st-10th	940	931	958	942	938	942
Cross Country (313)	960	1000	30th-40th	30th-40th	967	962	976	973	963	967
Football (243)	879	865	1st-10th	1st-10th	944	937	963	947	939	NA
Fencing (19)	NA	NA	NA	NA	967	943	979	975	981	946
Golf (297)	NA	NA	NA	NA	969	963	980	973	965	971

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Soccer (203)	NA	NA	NA	NA	962	953	971	960	969	960
Swimming (140)	NA	NA	NA	NA	970	964	981	969	972	973
Tennis (264)	862 [1,4]	952	1st-10th	1st-10th	966	959	977	969	965	966
Track, Indoor (259)	916 [1]	938	1st-10th	1st-10th	957	950	972	958	956	960
Track, Outdoor (280)	922 [1]	961	1st-10th	1st-10th	959	951	975	959	958	961
Volleyball (23)	NA	NA	NA	NA	973	967	979	969	981	978
Water Polo (22)	NA	NA	NA	NA	966	965	967	978	985	944
Wrestling (83)	NA	NA	NA	NA	954	949	966	957	951	947
By Sport - Women's										
Basketball (341)	920 [1]	833	1st-10th	1st-10th	966	960	977	967	964	968
Bowling (30)	NA	NA	NA	NA	952	946	967	969	944	976

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Field Hockey (78)	NA	NA	NA	NA	987	984	989	987	988	986
Golf (249)	949	955	1st-10th	20th-30th	981	978	988	982	980	981
Gymnastics (62)	NA	NA	NA	NA	985	984	995	985	993	985
Ice Hockey (35)	NA	NA	NA	NA	982	974	986	985	991	974
Lacrosse (88)	NA	NA	NA	NA	986	987	986	993	989	978
Rowing (87)	NA	NA	NA	NA	985	980	990	982	990	985
Skiing (14)	NA	NA	NA	NA	978	970	993	971	992	962
Soccer (318)	966	963	20th-30th	40th-50th	976	970	987	977	974	979
Softball (286)	876 [1] [4]	825	1st-10th	1st-10th	972	966	984	974	970	972
Swimming (198)	NA	NA	NA	NA	981	977	987	981	983	980
Tennis (321)	949	875	1st-10th	20th-30th	978	975	984	978	976	980
Track, Indoor (311)	964	966	30th-40th	30th-40th	967	962	981	968	969	966
Track, Outdoor (318)	959	947	20th-30th	30th-40th	969	963	981	969	971	967

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

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Water Polo (33)	NA	NA	NA	NA	973	963	984	974	989	972
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	971	971	973	973	966	971

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[2] Denotes APR that does not subject the team to contemporaneous penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 925 for that team to be subject to contemporaneous penalties. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.
[3] Denotes APR that does not subject the team to historical penalties due to the team's demonstrated academic improvement and favorable comparison based on other academic or institutional factors.
[4] Denotes APR that does not subject the team to historical penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 900 for that team to be subject to historical penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.
[5] Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.
[6] Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2008 - 2009 Academic Progress Rate

Penalty Summary

Institution: Idaho State University Date of Report: 06/04/2010

This report is based on data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-2009 academic years.

This report provides a summary of the teams identified at your institution that are subject to a contemporaneous penalty and/or historical penalty and their multiyear APR. The historical-penalty structure has a cumulative effect that continues to apply each year as a team progresses through the structure. Each year a team fails the historical-penalty review another stage of penalties will be added.

Sport	Multiyear APR	Contemporaneous Penalty	Historical Penalty - Occasion One	Historical Penalty - Occasion Two	Historical Penalty - Occasion Three	Historical Penalty - Occasion Four
Football	879	N/A	Public notice.	Limited to awarding aid to 23.0 initial counters. Limited to awarding aid to 62.0 overall counters. Limited to awarding the equivalency value of 56.7 financial aid awards. Limited to 5.0 days as well as 16.0 hours of countable activity per week.		

[1] Any contemporaneous penalty for the sports of cross country, indoor and/or outdoor track must count against the NCAA maximum team limit for cross country/track and field (i.e., 18 women's, 12.6 men's). If the institution sponsors cross country and does not sponsor track and field, the penalty counts against the NCAA maximum team limit for cross country (i.e., five men's, six women's).

[2] The penalty amount listed includes a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.

[4] The Post-Season Competition penalty for this sport has been waived.

[5] The institution's penalty waiver request is pending.

[6] The Membership Restriction penalty for this sport has been waived.

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University of Idaho
Spring 2010 APR Report Summary

The University of Idaho has a four-year average Academic Progress Rate (APR) over 16 sports of 958. We sponsor 16 NCAA sports and of those, 14 currently maintain a 4-year average of at least 940. We have two programs, Men's Basketball and Football, which are below a 940 cumulative APR. Men's Basketball has a 922 four-year average and Football has a 908 four-year average, both programs increased their averages over the prior year's data.

Specifically, Men's Basketball had a single-year APR of 1000 in 2008-09. The men's basketball program is not subject to any contemporary or historical penalties and should raise the team APR average above the 925 cutline after the 2009-10 data is reported. We anticipate an annual APR for 2009-10 of 946 which will raise our cumulative APR to 942. Since this number is well above the cutline of 925 we will not be taking any corrective action.

Football had a single year APR of 908 in 2008-09 and has a matching multi-year rate. As a result, the football program is restricted to 22 initial counters and 79 overall counters for 2010-11, down three and six from the respective NCAA limits. These scholarship reductions are only applicable to the 2010-11 academic year and no scholarship reductions are anticipated for the 2011-12 academic year after the 2009-10 data is reported. We are anticipating a single year APR for 2009-10 of 969. This will raise the cumulative APR to 922 and should position us to avoid any further scholarship losses. We are confident that our APR issues are behind us and will greatly improve once the 2006-07 data is removed from the cohort and no additional corrective actions are necessary.

Attachment I details the APR's for all WAC schools for each sport. As indicated each WAC institution has at least one team ranked last in Conference APR standings. The University of Idaho has one (football); Boise has three (men's golf, softball, and women's volleyball); Fresno has two (men's tennis, and men's outdoor track); Louisiana Tech has two (men's indoor track and women's indoor track); New Mexico State has two (men's basketball and women's outdoor track); San Jose has three (baseball, women's basketball, women's soccer); Hawaii has one (women's golf); and, Utah State has three (men's cross country, women's gymnastics, women's tennis).

Idaho's average APR score, by sport, is 957.63. That score places Idaho fourth in the nine school conference.

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NCAA Division I 2008 - 2009 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 05/26/2010

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-09 academic years. The multiyear rate will be reported publicly in 2010. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2008 - 2009 (N)	Multiyear Rate	2008 - 2009	Multiyear Rate	2008 - 2009
Men's Basketball	922 (54)	N/A	1000 (13)	961	1000	863	1000
Men's Cross Country	977 (23)	994	967 (8)	932	933	1000	1000
Football	908 (339)	N/A	908 (85)	878	908	926	907
Men's Golf	942 (40)	N/A	925 (10)	923	900	936	950
Men's Tennis	945 (36)	N/A	867 (9)	938	867	906	867
Men's Track, Indoor	946 (79)	N/A	943 (18)	913	914	973	971
Men's Track, Outdoor	940 (85)	N/A	925 (21)	900	875	975	975
Women's Basketball	954 (63)	N/A	982 (15)	983	1000	924	963
Women's Cross Country	981 (39)	N/A	1000 (13)	974	1000	987	1000
Women's Golf	1000 (27)	1000	1000 (7)	1000	1000	981	1000
Women's Soccer	962 (98)	N/A	964 (22)	984	1000	939	927
Women's Swimming	976 (87)	N/A	1000 (20)	988	1000	958	974
Women's Tennis	968 (33)	N/A	971 (9)	984	1000	952	941
Women's Track, Indoor	967 (107)	N/A	962 (26)	947	923	981	981
Women's Track, Outdoor	960 (110)	N/A	962 (26)	940	923	977	981

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of student-athletes represented.

[1] Denotes APR that does not subject the team to a contemporaneous penalty because the team is performing better than the institution's general student body, or based on institutional, athletics and student resources.

[2] Denotes APR that does not subject the team to contemporaneous penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below $user.contemp for that team to be subject to contemporaneous penalties. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

[3] Denotes APR that does not subject the team to historical penalties due to the team's demonstrated academic improvement and favorable comparison based on other academic or institutional factors.

[4] Denotes APR that does not subject the team to historical penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below $user.hist for that team to be subject to historical penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

[5] Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

[6] Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2008 - 2009 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 05/26/2010

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2008 - 2009 (N)	Multiyear Rate	2008 - 2009	Multiyear Rate	2008 - 2009
Women's Volleyball	974 (50)	N/A	1000 (12)	979	1000	968	1000

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

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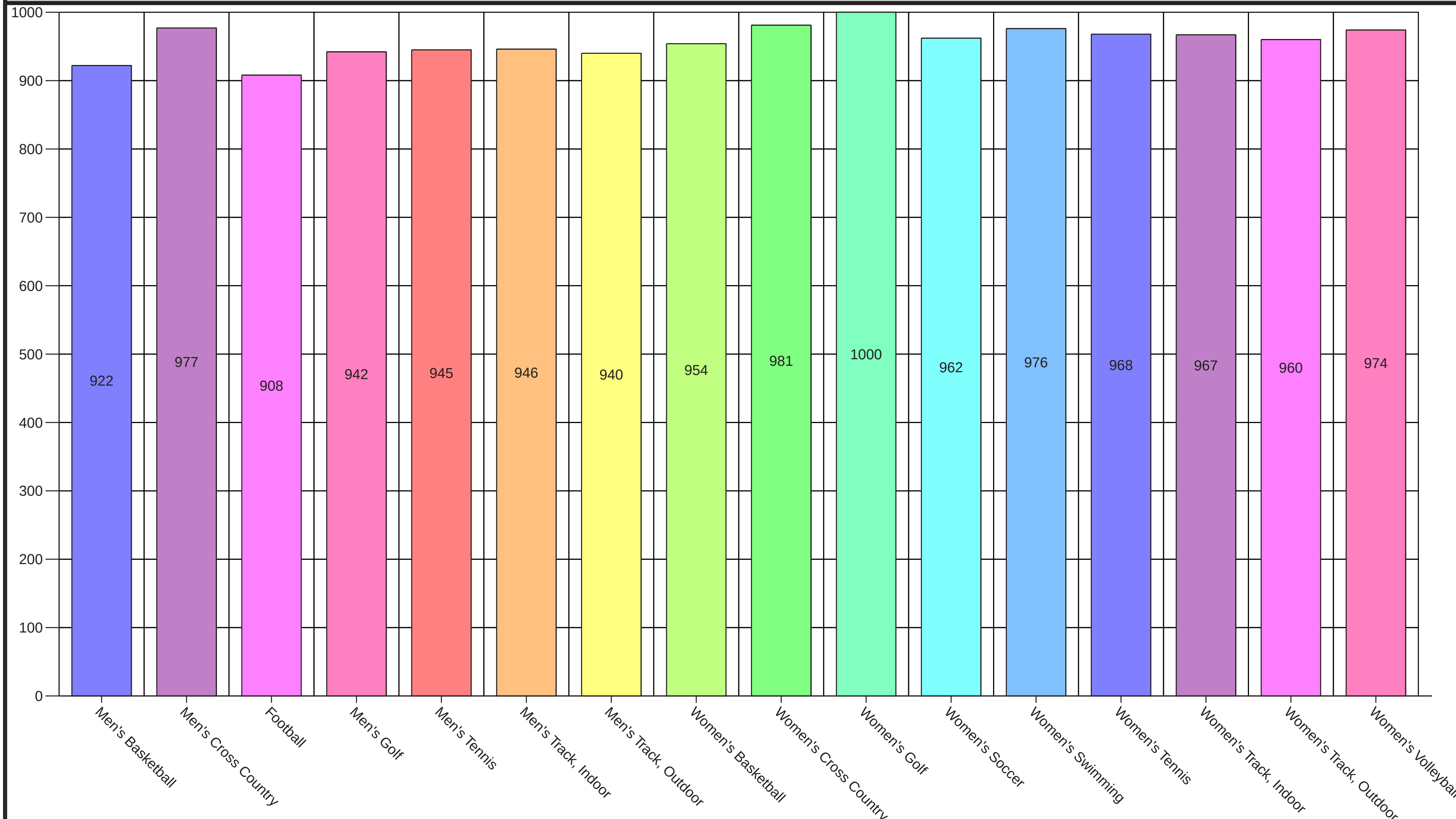
NCAA Division I 2008 - 2009 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 05/26/2010

Sport-by-Sport APR Comparison:

Graphic Comparison of Multiyear APR



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SUBJECT

Draft Fee Policy to Allow for Differential Fees

REFERENCE

September 2001	Board authorizes UI to bring a proposal to the Board to implement differential fees on a limited basis.
March 2002	UI asks Board for additional time to talk about the issue with students and other stakeholders, and bring a proposal back at a later date.
October 2008	Institutions request direction from the Board whether there is support for a mechanism to request differential fees by the college or universities. Board directs staff to bring forward an amendment to Board Policy V.R.3., adding differential fees.
June 2010	Information Item to seek Board guidance on next steps for differential fees policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

At the June 17, 2010 meeting of the Board, an agenda item on differential fees was presented and discussed. The Board directed the institutions to bring a draft policy and a draft program to which the policy could apply to the August meeting.

As provided in the attached draft policy, the college and universities could request Board approval for differential fees at the undergraduate or graduate level. Institutions considering differential fees must develop a proposal for Board consideration addressing the following criteria:

- Quality of the student experience: The proposal must address how differential tuition will substantially increase the quality of the learning experience for students and provide the basis for later opportunities that would not be possible without the differential revenues.

- Access, affordability, and student choice of undergraduate major: The proposal for differential fees must address limitations on program access and affordability. The plan shall also include a college advising process that enables the student to anticipate future cost increases and (if necessary) seek additional aid to cover the differential amount over base tuition.

- Cost of Instruction: The differential tuition proposal must include a clear justification related to the variance in program quality and cost, and program graduate earnings potential compared to the funds that would be provided through base tuition.

- Market Pricing: There should be evidence that the differential tuition proposed is comparable to the student cost for similar programs at peer institutions such that the university is not placed at a competitive disadvantage in attracting the best students and that the differential tuition is appropriate to the national market. The proposal should address the elasticity of demand in its justification.

- Student Consultation and Support: All differential fees plans must show evidence of consultation with students who will be affected, both via student representative groups and the annual fee hearings process.

IMPACT

While assessment of differential fees would clearly have an added financial impact on students, the net fiscal burden will depend on each individual proposal. As noted above, institutions would be required to address how a proposed fee would place limitations on program access and affordability.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

If the Board decides to have this come forward for 1st reading in October, there will likely also be some updates and cleanup to the fee policy including, but not limited to: WUE fees, Senior Citizen fees, and Self-Support fees. Revisions related to these fees were not included in the draft because staff did not want to inadvertently divert the Board's focus from the differential fee issue.

BOARD ACTION

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

R. Establishment of Tuition and Fees

1. Board Policy on Student Tuition and Fees

   Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

   a. Initial Notice

      A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

      Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

      The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

   b. Board Approval

      Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

   c. Effective Date

      Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

   The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

   a. General and Professional-Technical Education Tuition and Fees

      Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

      i. Tuition – University of Idaho

         Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

      ii. Matriculation Fee – University of Idaho

         Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

      iii. Tuition – Boise State University, Idaho State University, Lewis-Clark State College

         Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

iv. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

v. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

vi. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

vii. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

viii. Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars ($20.00) plus five dollars ($5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

ix. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars ($20.00) plus five dollars ($5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

x. In-Service Teacher Education Fee

The fee shall be one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

(a) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.

(b) The costs of instruction are paid by an entity other than an institution.

(c) The course must be approved by the appropriate academic unit(s) at the institution.

(d) The credit awarded is for professional development and cannot be applied towards a degree program.

xi. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcripting the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be $10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(a) Credentialing Requirement:

1) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.

2) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(b) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(c) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

vi. Differential Fees

Differential fees are defined as additional fees on the basis of specified criteria that are supplementary to the base tuition and fees approved by the Board. Differential fees are intended to: 1) offset higher than average instructional costs; 2) provide supplemental resources to enhance program quality; or 3) reflect the market pricing for programs with high demand.

As provided below, instititutions may request Board approval for differential fees at either the undergraduate or graduate level subject to the following:

(a) Institutions requesting Board approval of differential fees shall develop a proposal addressing the following criteria:

1) Specify how such fees will positively impact the quality of the learning experience for the student and provide a basis for later opportunities that would not be possible without the differential increase.

2) Address limitations on program access and affordability. The plan shall also include a college advising process that enables the student to anticipate future cost increases and (if necessary) seek additional aid to cover the differential amount over base tuition and fees.

3) Differential fee requests shall include specific information to identify the premium in program quality and evidence that the program requires markedly higher than average expenditures for faculty, staff and\or equipment. In addition, market-based information should be provided to demonstrate that employment opportunities support the higher price.

4) The differential fee plan shall demonstrate that the cost necessary to operate the program the institution seeks to deliver exceeds the funding provided through base appropriated funds, tuition and fees.

5) Evidence shall be provided that demonstrates the differential fee plan proposal would result in student costs that are comparable to the student cost for similar programs at peer institutions such that the institution is not disadvantaged in attracting students.

6) The proposal shall address the elasticity of the program's demand in its justification.

(b) Differential fee plans shall show evidence of consultation with affected students both through student representative groups and the annual student tuition and fee hearings process, and how student comments were addressed.

vii. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

viii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

iii. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, ~~laboratory fees, breakage fees, fees for video outreach courses,~~ late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

For illustrative purposes only, the following is a Differential Fee proposal by BSU for its College of Engineering. BSU does not represent that the proposal presented is in final form, nor has Board staff attempted to verify the accuracy of the information presented.

Differential Fees

Differential fees are defined as additional fees that are supplementary to the base tuition and fees approved by the Board. Differential fees are intended to: 1) offset higher than average instructional costs; or 2) provide supplemental resources to enhance program quality; or 3) reflect the market for programs with high demand.

Rationale

Currently, the total tuition and fee revenue per student that is invested in higher education in Idaho is considerably below that of other states with comparable public institutions. Additionally, there is an inherently higher cost to educating engineers than most other majors. Reasons include the cost of state-of-the-art laboratories and equipment, staffing needs for students in the laboratory environment, higher market-driven salary levels for faculty and specialized technical staff, and increasing demand and enrollments for programs. As a design-based creative enterprise as well as a laboratory science, engineering requires studios, projects, communication and interpersonal skills, and experiential learning. Group projects require resources beyond traditional lecture courses due to coordination with industry and the community, variable time commitments, access to commercial grade computer software, and actual production of working prototypes. It is precisely the skills acquired in this environment that are most valuable to the graduates and their prospective or current employers. Professional accreditation requirements for all undergraduate majors in the College of Engineering (COE) reflect the need for increased resources in assessment and evaluation in addition to the areas described above.

1) **Specify how such fees will positively impact the quality of the learning experience for the student and provide a basis for later opportunities that would not be possible without the differential increase.**

   The revenues from this fee will be utilized to provide a high quality undergraduate engineering experience through innovative and personalized programs, and producing outstanding, highly sought after graduates who directly contribute to the economic vitality of the state and nation. Additional resources are required to meet the rising costs of professional engineering education and the increased demand for COE majors. Specifically, the fees would support the following: laboratory equipment and peer assistance, professional advising, assessment and professional accreditation coordination, and student internship assistance.

2) **Address limitations on program access and affordability. The plan shall also include a college advising process that enables the student to anticipate future cost increases and (if necessary) seek additional aid to cover the differential amount over base tuition and fees.**

Differential fees are included in the cost of attendance calculation for federal financial aid and may be included in financial aid package awarded to eligible students. Students should plan ahead and discuss the impacts of these fees with their academic advisors and with the financial aid office. Scholarships and awards may be utilized to cover this fee.

3) **Differential fee requests shall include specific information to identify the premium in program quality and evidence that the program requires markedly higher than average expenditures for faculty, staff and\or equipment. In addition, market-based information should be provided to demonstrate that employment opportunities support the higher price.**

The proposed fee is $1,000 per semester at the junior and senior level for majors within the COE, with a maximum fee of $4,000 prior to graduation. The fee would be phased in over a period of three years: $500 per semester in 2011-12, $750 per semester in 2012-13, $1,000 per semester in 2013-14 and beyond. This fee would be prorated for part-time students and will replace all laboratory and course fees currently charged by the COE at the junior and senior levels to their college majors.

Estimated Revenues

	Estimated # of Juniors & Seniors	***2011-12 $500/ sem./stud.***	***2012-13 $750/ sem./stud.***	***2013-14 $1000/ sem./stud.***
BSU	***262***	***$262,000***	***$393,000***	***$524,000***

Student estimates based on average # of graduates per year for past five years multiplied by two (Juniors & Seniors).

Graduates from the College of Engineering routinely receive more job offers and higher salary offers than any other undergraduate majors at their respective universities. Demand for engineering, computer science, and construction management graduates continues to escalate, and graduates enter what are projected to be some of the most recession-proof careers. Graduates from COE directly impact the economic vitality of the state and fuel its innovation industry. According to the National Association of Colleges and Employers, engineering graduates in 2009 earned the highest starting salary spot with an average of $59,177. The professional fee proposed above represents one month of income. In this sense, a B.S. degree from the College of Engineering continues to be not only a bargain but also a smart investment in the future.

4) **The differential fee plan shall demonstrate that the cost necessary to operate the program the institution seeks to deliver exceeds the funding provided through base appropriated funds, tuition and fees.**

The allocation of tuition and fee revenues is currently not sufficient to cover the costs of all academic programs nor do tuition revenues cover educational costs. While funds are often re-allocated to important academic programs, it is a zero sum game under the current economic conditions. Thus, dollars would have to be re-allocated from other programs to cover the increased costs in the Engineering programs. Those types of changes are incremental and do not meet the needs of these programs since the tuition revenues must cover the reductions in other funding sources. Differential fees are resourced directly to the program in a timeframe that allows the COE to use these funds to support the program immediately.

5) **Evidence shall be provided that demonstrates the differential fee plan proposal would result in student costs that are comparable to the student cost for similar programs at peer institutions such that the institution is not disadvantaged in attracting students.**

WICHE and other independent organizations have documented the low tuition and fees in Idaho as compared to other public institutions in the west. In addition, comparisons with the University's peer institutions that have colleges of engineering show that the University's tuition and fees are in the lowest quartile. When compared with those same institutions that charge a differential fee for engineering majors, this proposal would continue to rank the COE as charging undergraduate engineering majors in the lowest quartile of these same institutions. This potentially hampers the ability to continuously innovate and enhance the quality and breadth of the undergraduate experience.

6) **The proposal shall address the elasticity of the program's demand in its justification.**

Since the College of Engineering opened 14 years ago, enrollments in the College have increased by over 6 percent per year. Given the funding challenges of the last few years, the College is struggling to meet the demand for incoming majors. Surveys and meetings show that students would prefer to pay additional fees if they could be able to get their classes and labs and have access to the faculty and specialized equipment that can enhance their engineering education. Given the current and future career opportunities, we do not expect to see a reduction in demand for engineering majors. Alternatively, if we don't obtain additional funding to support these programs, it is possible that we will need to limit access for future majors.

7) **Differential fee plan proposals shall show evidence of consultation with affected students both through student representative groups and the annual student tuition and fee hearings process, and how student comments were addressed.**

A task force was identified that consisted of students, faculty and staff in the COE, as well as the COE Advisory Board. The task force developed a proposal that was shared with the entire college and engineering majors. This process included public meetings and opportunities to provide input and adjustments were made to the proposal. The resulting proposal was shared with the University's Executive Budget Committee and approved by the President to bring forward as part of the University's annual tuition and fee increase request.

SUBJECT

In-Service Teacher Education Fees policy – second reading

REFERENCE

April 2010	Board approves waiver of Board Policy Section V.R.3.a.x. for the summer of 2010
June 2010	Board approves 1st Reading

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In December 2009 the Board approved the first reading to amend Board Policy I.N.1. to enable institutions offer competitive pricing of in-service teacher education and open eligibility to certified teachers or other professional employees working in an Idaho elementary or secondary school.

IMPACT

Amending of this Policy will have a positive fiscal impact for the school districts and the institutions at a time when both are experiencing considerable reductions in State funding.

ATTACHMENTS

Attachment 1 – Board Policy V.R.3.a.x. Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy V.R.3.a.x. as submitted.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy Section V.R.3.a.x, In-Service Teacher Education Fee as presented.

Moved by ___________ Seconded by ___________ Carried Yes _____ No _____

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R. Establishment of Tuition and Fees

3. Definitions and Types of Tuition and Fees

   The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

   a. General and Professional-Technical Education Tuition and Fees

      Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

      i. Tuition – University of Idaho

         Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

      ii. Matriculation Fee – University of Idaho

         Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

      iii. Tuition – Boise State University, Idaho State University, Lewis-Clark State College

         Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

iv. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

v. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

vi. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

vii. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

viii. Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars ($20.00) plus five dollars ($5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

ix. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars ($20.00) plus five dollars ($5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

x. In-Service Teacher Education Fee

The fee shall not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses.

The following guidelines will determine if a course or individual qualifies for this special fee.

(a) The student must be an Idaho certified teacher or other professional employee at an Idaho elementary or secondary school.

(b) The costs of instruction are paid by an entity other than an institution.

(c) The course must be approved by the appropriate academic unit(s) at the institution.

(d) The credit awarded is for professional development and cannot be applied towards a degree program.

xi. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcripting the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be $10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution’s tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(a) Credentialing Requirement:

1) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.

2) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(b) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(c) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

iii. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

BOISE STATE UNIVERSITY

SUBJECT

Approval to hire a broker for the sale of a radio frequency license

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University operates Boise State Public Radio in southern Idaho. All licenses for broadcast on various AM and FM frequencies are held by Boise State University in the name of the State Board of Education.

In the Boise area, Boise State operates on two FM frequencies (91.5 FM and 90.3 FM) and one AM frequency (730 AM). The University also maintains licenses in other geographic regions.

Given the two FM frequencies for the Boise area, the advent of High Definition FM radio technologies (HDFM), and the poor signal quality associated with the AM frequency, the University has determined that the University no longer needs the AM frequency. The University finds that it can meet its public radio mission for community outreach utilizing its two FM frequencies.

The University has engaged in discussions with two professional brokers that specialize in the sale of radio frequency licenses. The University has been in discussion with the Media Services Group out of Logan, Utah and with William A. Exline Incorporated of San Francisco, California as probable brokers to market and sell the AM frequency license. Each of these companies is experienced in the sale and transfer of radio frequencies and can assist not only with the sale, but with the mechanics of the transfer of an FCC license. The brokerage fees are likely to be approximately ten (10) percent of the value obtained from the license sale.

IMPACT

The University is requesting Board approval and exemption from Board policy that refers to State Surplus Property procedures. The University does not feel that standard State Surplus Property sales will garner the highest value for the sale. The use of a professional brokerage for the sale of such rights is deemed to be the most commercially reasonable method of sale. While the amount garnered may end up being less than that normally requiring Board approval, the Board's approval will grant authority to the University to sell by this method and to execute such documents and agreements necessary to carry-out the sale as outlined above.

STAFF COMMENTS AND RECOMMENDATIONS

Weak AM radio listener audience and signal strength make BSU's AM frequency a lower priority than its FM frequencies. When considering the cost benefits, BSU has determined it would like to divest its AM frequency. While the sale price could fall within its delegated authority limit under Board policy for the disposal of personal property, since this involves the sale a unique asset, BSU decided it would be prudent to seek Board approval.

The sale of a broadcast frequency is a complex and highly regulated transactional environment. As such, use of a professional media broker knowledgeable about media valuations and acquisitions and the media property industry is appropriate. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to sell the FCC broadcast license to the 730 AM frequency, to utilize a broker to accomplish such sale, the exemption from Board policy V.I., and to execute such documents as are necessary to finalize the sale and transfer the frequency license.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

BOISE STATE UNIVERSITY

SUBJECT

Information item regarding finalization of ACC relationship

REFERENCE

June 2009	Board approval of MOU with American Campus Communities
February 2010	Board review of summary ground lease terms
April 2010	Board votes against final ground lease terms with American Campus Communities

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Following the decision to discontinue the relationship between Boise State University and American Campus Communities (ACC), the University initiated discussions with ACC regarding payment for development services and architectural plans related to the housing development. Pursuant to the Memorandum of Understanding (MOU) previously approved by the Board, the University is required to reimburse ACC for the predevelopment expenses related to the housing. In doing so the University will become owner of the plans and drawings and will be able to develop the properties and housing as approved by the Board. A concurrent agenda item addresses the first phase of such development.

ACC has provided the University with over 5,000 pages of supporting documentation related to its reimbursable items that are part of the MOU. In addition, the University entered into negotiations to purchase property that ACC acquired in anticipation of future phases of the housing project. Finally, the University negotiated the developer fee as provided in the MOU to purchase the development rights in advance of such potential construction in the future.

IMPACT

The reimbursable amounts the University owes to ACC were defined in the MOU along with the schedule. According to the agreed upon predevelopment risk budget, the University owed ACC $2,210,702. ACC's actual expenditures according to the documentation were $2,358,310. The University proposed payment of the $2,210,702 as provided in the MOU.

The MOU required a payment of a three-percent developer's fee based on the construction costs of the project if the University moved forward with the plans produced by ACC. Based on the estimated construction costs for the agenda item for approval at this meeting, that amount due to ACC is $454,392. The University proposes payment of that amount. In addition, the MOU called for a future developer's fee up to a maximum of $1,306,037 if future phases of the project were built pursuant to the ACC plans. This left a difference of $851,645 as potential future development payment. The University negotiated an amount to pay in advance to allow the University full right, title and interest to construct in the future without future development fee. The University and ACC agreed to a fee of $738,094.

Thus, the University's final proposed payment to ACC for complete resolution of the MOU terms to include the reimbursement and negotiated development fee is $2,948,796.

In anticipation of the proposed ground lease transaction, ACC purchased five parcels of property in the University's long term expansion area. The MOU stated that the University would not force the sale of those properties (condemnation) for less than ACC's costs and expenses. Currently, those parcels are worth less than ACC's cost. The University may, but is not required to, purchase those parcels from ACC in the future. Alternatively, ACC may hold the properties or sell to third parties. If the University decides to purchase these properties in the future, the purchase price negotiation will be consistent with other purchases in the expansion area with a maximum price (if utilizing eminent domain pursuant to the MOU terms) not to exceed ACC's costs of acquisition.

Finally, the University is entering into professional service agreements with the lead architect used by ACC. The lead architect is also incorporating the services of the engineering firms and landscape architect firms that provided services to ACC. By doing so, the architects and engineers of record are transferring to the University's project to ensure continuity and to ensure the appropriate parties have approved the plans and specifications. The University is paying these professionals directly for their work subsequent to the work performed for ACC.

STAFF COMMENTS AND RECOMMENDATIONS

This agenda item is the result of settlement negotiations stemming from the Board's decision in April to not authorize final ground lease terms between BSU and American Campus Communities for a proposed student housing project. The total settlement amount for reimbursement predevelopment services and negotiated developer's fees is $2,948,796. The maximum amount of compensation owed ACC for its efforts expended and resources devoted to this project under the terms of the MOU is $3,566,739. Thus, the settlement negotiations resulted in a savings to BSU of $617,943.

Note that this settlement does not reflect a complete resolution of the relationship between the parties in the sense that ACC still has ownership of five parcels of real property in BSU's long term expansion area. The settlement does stipulate, however, that if BSU decides to purchase these properties from ACC in the future, the purchase price will not to exceed ACC's costs of acquisition.

BOARD ACTION

This item is for informational purposes. The resolution of these development costs are part of the budget for the Student Housing Project presented in the subsequent agenda item. Board approval of that project and its development budget will approve the payments as outlined above.

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BOISE STATE UNIVERSITY

SUBJECT

Approval to construct student housing facilities on Lincoln Avenue

REFERENCE

February 2008	Board approved extension of Expansion Zone and Capital Projects update
June 2009	Board approved MOU with American Campus Communities
February 2010	Board reviewed summary of ground lease terms
April 2010	Board did not approve ground lease with American Campus Communities
June 2010	Board postpones approval for construction of housing facilities on Lincoln Avenue pending additional financial information

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Demand for on-campus housing at Boise State University continues to grow. The 2005 University Master Plan identified locations in the south campus expansion zone for future student housing facilities, including locations adjacent to Lincoln Avenue, the proposed site for this development.

In June 2009 the Board approved the University's request to enter into an MOU with a private developer, American Campus Communities (ACC), and to undertake the design and predevelopment activities for new student housing facilities. Throughout the process, university staff worked closely with ACC and their design consultants to plan and design housing facilities for upper division students. The result was the development of plans and specifications to construct 874 beds of student housing and the development of a ground lease related to the development and long term use of the facility.

In April 2010, the Board did not approve a proposed ground lease, in part due to changes in the treatment of public-private partnerships by bond rating agencies and the potential impact on the University's credit profile and future debt capacity. The MOU specifies the payment of certain settlement costs to ACC should the ground lease not be approved, and the transfer of ownership and development rights of the plans, design documents, and construction documents to the University so that the University could proceed to build housing utilizing these plans and documents.

In June 2010, the Board postponed approval to construct housing on Lincoln Street due to the wide range of cost estimates available at that time and the need for completed financials for the project. Subsequently the University sought a third party review of construction costs and has generated project financials to more accurately reflect the anticipated budget based on that review. The University is now prepared to request authorization to construct the previously proposed and designed student housing facilities, but as a public project led by the University and contracted through the Division of Public Works. The proposed development will be owned, operated and managed by the University and will be a significant improvement to the campus student housing system.

The student housing project will be developed in a series of stand-alone facilities located in the south campus expansion zone as seen in Attachment 3. In addition to the student housing facilities, this project may include an intramural sports field and support facility as additive alternates.

While the University intends to adhere to the proposed student housing design, it has opted to construct a portion of the proposed project represented by the townhouse style housing, versus traditional “dorm” style housing. This will reduce the initial phase of this project from the 874 beds to approximately 360 beds. (The remainder of the original Phase I could be completed at a later date as financial permits.) Since the University did not anticipate issuing additional debt for the housing project utilizing the public-private partnership model, the University had to re-assess the impact of building additional housing on the University’s current debt capacity and the impact on future building and financing plans. The University determined that the townhome portion of the project would best meet current student housing needs. In addition, it would allow the University to continue to plan for future academic buildings in accordance with the Campus Master Plan.

IMPACT

Based on the completed design documents and updated cost estimate, the total project costs for this portion of the project are estimated to not exceed $22.2 million, including contingencies, architectural and engineering fees, commissioning, testing, and other administrative and soft costs. The project costs also include ACC settlement costs incurred for project design (see related agenda item outlining settlement costs), site utilities needed for development of the project and future development in this part of the campus, in addition to the marginally higher cost of the townhomes as compared to the larger residence hall structure, resulting in a higher cost per unit for this series of the project. Interim financing for this project is presented in a related agenda item. Long term bond financing will be brought for board approval at a future meeting.

Portions of the work may be bid as a series of alternates in an effort to assure a successful award within the budget. In addition, furniture, fixtures and equipment will be procured and installed within the existing budget.

This project will be procured through the standard process through the State of Idaho Division of Public Works and/or the State of Idaho Division of Purchasing as appropriate.

The project will be funded with bond reserves and interim financing via a line of credit process, if approved. This line of credit will only be drawn on to the extent needed and will be repaid when general revenue bonds are approved at a future Board meeting. Bonds will be repaid with rental revenues from the project.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

After BSU's proposed ground lease with ACC fell through in April 2010, the University stepped back and reassessed its debt capacity in relation to its student housing needs. BSU has decided to proceed with a scaled-down version of the project, funded with bond reserves and a line of credit until such time as it seeks Board authorization to issue general revenue bonds.

BSU has represented it needs an additional 3,000 to 6,000 beds to meet its housing demand. While construction of townhouse style housing versus traditional dormitory style housing will not result in as many beds, BSU represents that there is a stronger student demand for the former based on an assessment of the student housing market. The relevancy of this market demand is heightened when BSU is building the housing project on its own current debt capacity. The construction cost per bed under this proposal is approximately $61,440.

With the financing of this student housing project and the Micron Business and Economics Building, the University's total debt service as a percent of its operating budget would hover around 6.2% to 6.7% through FY 2020 (the University's planned cap is 8%). In addition, it is estimated the project would not begin to turn a profit until FY 2015, which is notable since bonds will be repaid with rental revenues from the project. However, if the Board approves the use of a line of credit (a concept to be discussed in the subsequent agenda item), debt service would be reduced and would positively affect the project's financial pro forma. In this regard, the financial viability of the project may be contingent upon utilization of the line of credit process. On the other hand, under the line of credit arrangement, approval of construction will obligate the Board to approve bond financing at some point in the future.

Staff has identified several issues for the Board's consideration in the comments above.

BOARD ACTION

I move to approve the request by Boise State University to proceed with construction of the new student housing facilities on Lincoln Avenue for a total project cost not to exceed $22.2 million and to find that this housing project constitutes a project that is necessary for the proper operation of the University and is economically feasible pursuant to Title 33, Chapter 38, Idaho Code. After the project has bid, the University will return to the Board with the final terms for a line of credit used to bridge finance required construction costs on an interim basis until bonds are issued at a future date. The terms for the bridge financing will be brought for Board approval prior to drawing on any line of credit for this project.

Moved by __________ Seconded by ___________ Carried Yes ______ No ______

Attachment 1

Architectural & Engineering Services

Project Budget

Project Number:	TBD
Project Title:	Lincoln Ave Student Housing Facilities
Date:	7/22/2010

Category	Budget
Architectural Fees	1,003,847
Commissioning, Testing, Plan Check, Etc.	207,915
Construction Costs	13,283,035
Construction Contingency	664,152
Subtotal	15,158,949

University Costs	1,071,939
ACC Settlement	2,948,796
Project Contingency	1,894,868
Furniture, Fixtures and Equipment (FF&E)	1,044,000

Total Project	$ 22,118,552

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
Jul-10

History Narrative

1 **Institution/Agency:** Boise State University **Project:** Lincoln Ave Student Housing Facilities
2 **Project Description:** Construction of new beds of student housing in the south campus expansion zone near Lincoln Ave.

3 **Project Use:** To provide approximately 360 additional student housing beds
4 **Project Size:** approximately 360 beds
5

Row		Sources of Funds				Use of Funds			
6-8		PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
9	**Initial Cost of Project**	$ -	$ -	$ 22,118,552	$ 22,118,552	$ 1,211,762	$ 13,283,035	$ 7,623,755	$ 22,118,552
10									
11									
12									
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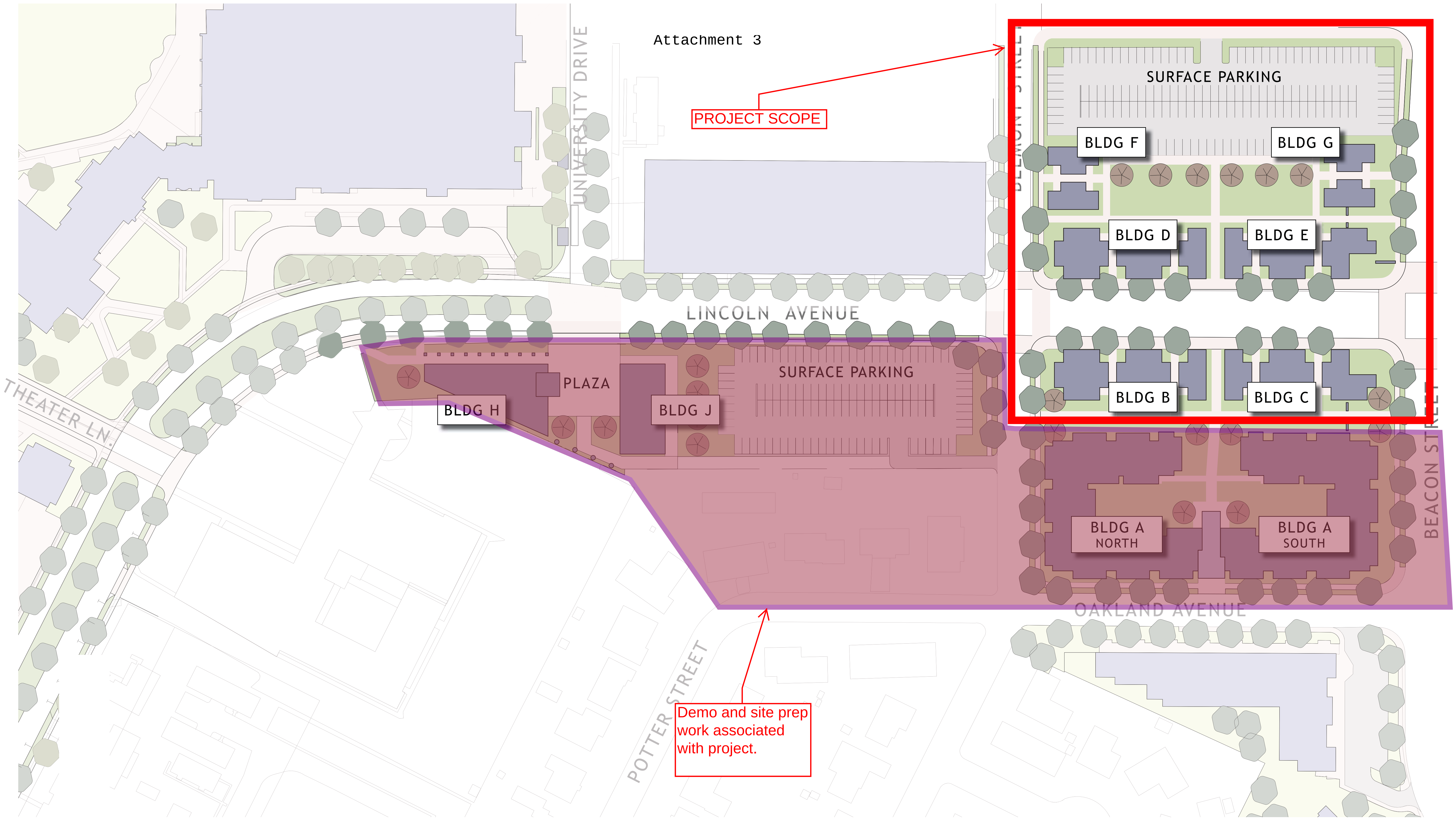
20									
21									
22	**Total Project Costs**	$ -	$ -	$ 22,118,552	$ 22,118,552	$ 1,211,762	$ 13,283,035	$ 7,623,755	$ 22,118,552

23

Row				|-------------------- * Other Sources of Funds--------------------|				
24-25	**History of Funding:**	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
26	Requested 3/2009	$ -	$ -			$ 22,118,552	$ 22,118,552	$ 22,118,552
27								$ -
28								
29						-	-	-
30	Total	$ -	$ -	$ -	$ -	$ 22,118,552	$ 22,118,552	$ 22,118,552



ARCHITECTURE
URBAN DESIGN
INTERIOR DESIGN

BSU STUDENT HOUSING BOISE, IDAHO

ACC | 18013.02 • CONCEPT DESIGN • 03.17.09

PHASE 1A SITE PLAN

PHONE: 303.449.8900
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WWW.OZARCH.COM

PAGE 3

Boise State University
Ten Year Debt Projection
July 2010

Attachement 4

		Cost	Est. Debt Financed	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
1	**Future Buildings**													
2	2010CD Housing - Townhouse project	$22,118,552	$18,000,000		$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$10,036,512
3														
4														
5	Future Debt Financing		$18,000,000	$0	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$1,115,168	$10,036,512
6	**Current University Debt Service**			$16,671,372	$17,107,622	$17,144,665	$17,197,618	$17,244,179	$17,351,267	$17,382,665	$16,682,665	$16,752,426	$16,830,173	$170,364,652
7	**Total Projected Debt Service after Housing and future academic building**			$16,671,372	$18,222,790	$18,259,833	$18,312,786	$18,359,347	$18,466,435	$18,497,833	$17,797,833	$17,867,594	$17,945,341	$180,401,164
8	**Operating Budget (less direct loans, includes 0% growth in State support)**			$269,966,037	$271,124,149	$273,003,952	$274,921,351	$276,877,098	$278,871,960	$280,906,719	$282,982,174	$285,099,137	$287,258,440	
9	**Current Debt Service as a % of Operating Budget (6/8)**			6.2%	6.3%	6.3%	6.3%	6.2%	6.2%	6.2%	5.9%	5.9%	5.9%	
10	**Debt Service as a % of Operating Budget after Housing and future academic building (7/8)**				6.7%	6.7%	6.7%	6.6%	6.6%	6.6%	6.3%	6.3%	6.2%	

As presented in June, 2006, a ratio of 10% would significantly hinder access to capital in the bond markets. 8% is the University's planned cap.

Assumptions:

11	*Student Revenue*	1. 2% student growth from student fees, plus $82 SFF fee in 2012
12	*General Fund*	2. 10% base reduction in 2011 plus a 5% holdback, no increase in appropriated funds in future
13	*Donations, Sales*	3. Drop in gifts and auxilliary revenues of 5% from 2010 levels
14		4. Assumes project is bonded rather than entering a line of credit.
15		5. Assumes $4 million in savings from parking deck are redirected to reduce additional borrowing

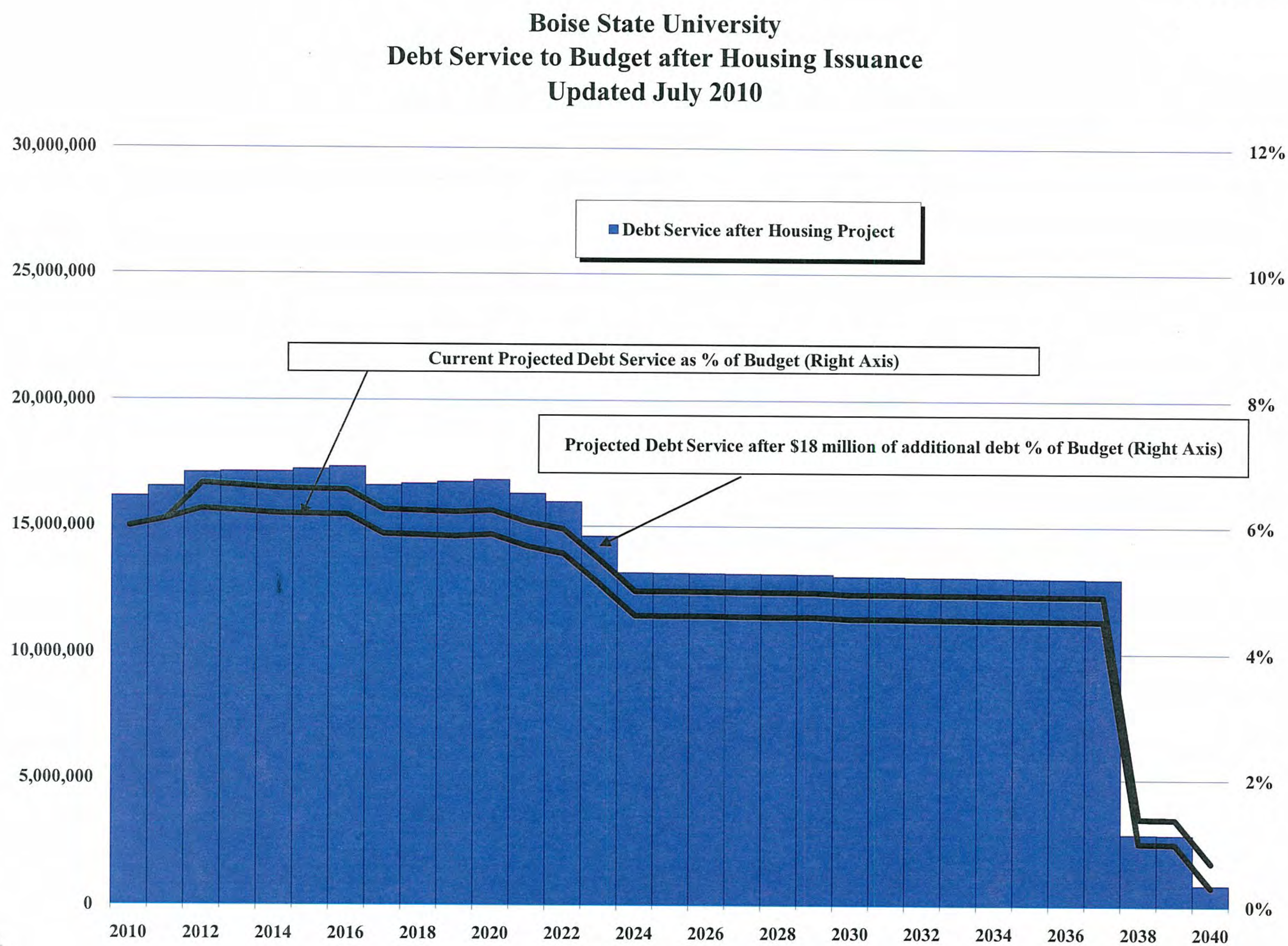
Boise State University Lincoln Ave Housing Pro Forma, Phase 1

	1 2012	2 2013	3 2014	4 2015	5 2016	6-10 2017-2021	11-15 2022-2026	16-20 2027-2031	21-25 2032-2036	26-30 2037-2041
Revenue										
12-Month Housing Contracts (70%)	1,541,030	1,602,672	1,666,778	1,716,782	1,768,285	9,669,709	11,209,843	12,995,280	15,065,091	17,464,570
10-Month Housing Contracts (30%)	550,368	572,383	595,278	613,136	631,530	3,453,467	4,003,515	4,641,171	5,380,390	6,237,346
Other Revenue	20,914	21,751	22,621	23,299	23,998	131,232	152,134	176,365	204,455	237,019
Total Revenue (95% Occupancy)	2,006,697	2,086,965	2,170,443	2,235,557	2,302,623	12,591,688	14,597,217	16,922,175	19,617,439	22,741,988
Operating Expenses										
Personnel	75,505	78,525	81,666	84,116	86,640	473,781	549,242	636,722	738,135	855,701
Maintenance	203,629	211,774	220,245	226,852	233,658	1,277,736	1,481,246	1,717,170	1,990,670	2,307,732
Utilities	212,674	221,181	230,028	236,929	244,036	1,334,491	1,547,041	1,793,445	2,079,094	2,410,240
Marketing	2,160	2,246	2,336	2,406	2,479	13,554	15,712	18,215	21,116	24,479
General and Administrative	88,861	92,416	96,113	98,996	101,966	557,591	646,401	749,356	868,709	1,007,071
Major Capital Expenditures	-	-	-	-	-	-	1,000,000	-	-	2,000,000
Total Operating Expenses	582,829	606,142	630,387	649,299	668,778	3,657,153	5,239,642	4,914,907	5,697,725	8,605,224
Debt Service	1,582,524	1,582,524	1,582,524	1,582,524	1,582,524	7,912,620	7,912,620	7,912,620	7,912,620	7,912,620
Total Expenses (Op+Debt Service)	2,165,353	2,188,666	2,212,911	2,231,823	2,251,302	11,569,773	13,152,262	12,827,527	13,610,345	16,517,844
Profit/Loss	**(158,656)**	**(101,701)**	**(42,468)**	**3,733**	**51,321**	**1,021,915**	**1,444,955**	**4,094,648**	**6,007,094**	**6,224,144**
Running Total Operating Profit/Loss	**(158,656)**	**(260,357)**	**(302,825)**	**(299,092)**	**(247,771)**	**774,144**	**2,219,099**	**6,313,747**	**12,320,841**	**18,544,985**

Note: *Debt Service represents interest on the total $22,200,000 project and will be paid to the University for the use of the available funding sources including central reserves and external debt. Debt service for purposes of examining the viability of the project is higher than the external debt service included in the examination of debt capacity. If a Line of Credit arrangement were utilized debt service would be reduced to the interest on cash as it is spend on the project, rather than on the entire amount from the initial point of financing and would positively affect the above pro-forma.*

Assumptions

4% Revenue Appreciation Years 1-3
3% Revenue Appreciation Years 4-30
8% Expense Appreciation Year 1*
4% Expense Appreciation Years 2-3
3% Expense Appreciation Years 4-30
*Expense figures given were 2010, not 2011. Appreciated expenses for 2012 by 8% to reflect two years of increases.
For sensitivity analysis purposes, at 85% occupancy, the project begins to have annual profit after 10 years.



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BOISE STATE UNIVERSITY

SUBJECT

Informational item regarding a proposed $25 million revolving line of credit (LOC) for use as interim/bridge funding for construction projects to be subsequently bonded

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Historically the University has used taxable and tax-exempt bond financing as a cost effective vehicle for financing large construction projects. The process required to issue bonds involves a series of approvals from both the State Board of Education (Board), and the State Division of Public Works (DPW).

The Board is generally presented with a construction approval motion that is based on preliminary estimates obtained by hiring a design and construction consultant. Often this approval is a “not to exceed” amount that includes contingencies and is not based on final construction bids and contracts.

Historically the University has also been required by DPW to provide evidence of a complete financing package prior to bidding and executing the construction contracts. This required bonding of projects long before the cash was needed to pay contractors. The table below shows the typical estimated timing for recent projects:

Project	SBOE Construction Approval	Related Bond Issuance	Construction Bids Awarded	Estimated Completion Date	Estimated Avg. Debt Balance using Line of Credit method
College of Business and Economics	February 2010	2010AB (April) $14,000,000	*October 2010*	*December 2011*	*$7,000,000 over 18 months*
Parking Deck 3	April 2009	2009A (February) $10,000,000	July 2010	*August 2011*	*$3,000,000 over 18 months*
CESED	June 2008	2009A (February) $17,000,000	March 2009	August 2010	*$8,500,000 over 18 months*
Health Center	November 2006	2007A (January) $15,000,000	February 2008	December 2010	*$7,500,000 over 34 months*
Sky Suites (Design/Build)	January 2007	2007BC (February) $28,710,000	February 2007	August 2009	*$14,350,000 over 30 months*

Note: Italicized dates and amounts are estimated

IMPACT

For most buildings, costs are paid by a variety of sources including reserves, donations in-hand, grants, state funds, student fees and bond financing. The current process requires that full bond financing occur long before the actual contractors' amounts are paid causing unnecessary interest expense to be incurred. Conservatively the LOC method would have saved $3.5 to $5 million in interest in the examples above.

Due to the economic downturn over the last two years, this process has resulted in over-borrowing as actual construction bids have been significantly lower than estimates. However, in a construction boom period where estimates might be too low, the University could end up under-borrowing since the exact cost wouldn't be known until the bid process was complete.

The July 2010 bids for Parking Deck 3 were $4 million below estimates. The Center for Environmental Science and Economic Development (CESED) is currently $2 million under budget and the University estimates that the College of Business and Economics could also bid less than construction estimates. As such, the University may have more than $7 million of current bond proceeds to allocate to the new student housing project. With this uncertainty in the construction market, the University strongly recommends that student housing project debt be issued only after completion of the bidding process to avoid unintentionally over-borrowing.

In other industries (and for some colleges and universities) it is customary to borrow under an interim or construction loan prior to identifying the total financing amount required. Upon completion of the project, a permanent loan "takes out" the interim financing. For the student housing project, the University would benefit from a similar arrangement utilizing a revolving LOC. The University proposes entering into a $25 million LOC agreement.

The LOC would only be available for Board approved projects that are eligible for bond financing. Draws on the LOC would only occur when approved by the Board. The intention to use the LOC would be identified to the Board at the time of project approval and be a part of the project approval motion. The Board would remain in control of the ability to use the LOC. Once a project is approved by the Board, execution of individual draws on the LOC up to the approved project limit would be done at the University level and not require additional Board approval.

The University would pay a relatively small fee to the banks to commit the funding and would pay short-term interest rates only on amounts borrowed. As a result, DPW would have the assurance that the University has sufficient funds available prior to the bond issuance. Sources such as donations, reserves or grant funds could be spent prior to borrowing through bonds or drawing down the LOC. The University would issue bonds (at a regularly scheduled Board meeting) when the bond proceeds were needed for the project.

This best practices approach has many advantages:

1. Reduces the risk of over-borrowing.
2. Reduces the rate of interest paid for the interim financing portion of the loan. The University would be subject to interest rate risk between the point of construction approval and the final permanent borrowing date. There are other financial tools that can be discussed in the future to mitigate this interest rate risk.
3. Eliminates interest expense currently incurred shortly after construction approval for funds not needed until later in the project construction cycle. Interest would only accrue on the amount of the LOC draws. Assuming even outflows of contractor payments during a construction period, this would cut interest expense during this timeframe in half.
4. In a period of rising costs, this would eliminate the problem of issuing the debt and then later determining that the building project has to be re-scoped or cancelled. This happened to the University with the Interactive Learning Center and a planned Student Services Building when construction costs proved to be too high
5. May reduce the need for smaller bonds and could allow projects to be temporarily financed until they could be bundled into a larger, more cost effective, bond issuance. Bond issuance costs are a smaller percentage of the total principle when the bond is larger. In addition, larger bonds attract different types of investors and typically garner better rates.
6. This would also allow for progress on construction projects between Board meetings. As soon as construction approval is given by the Board, the project could be bid rather than waiting for the subsequent meeting for financing approval.

The LOC would be subordinate to any outstanding bonds and would have the same general revenue pledge. Rating agencies have stated that lines of credit will be evaluated on a case-by-case basis. A project related LOC in which each project is approved by the Board and found to be strategically important would be viewed more favorably than an operating line of credit. Attachment 1 shows the impact on the University's debt capacity should a portion of the LOC be drawn to fund the student housing project.

The University discussed the potential line of credit with several banks, and the concept has been well received. Once finalized, the University will bring the Board a LOC loan agreement for approval.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

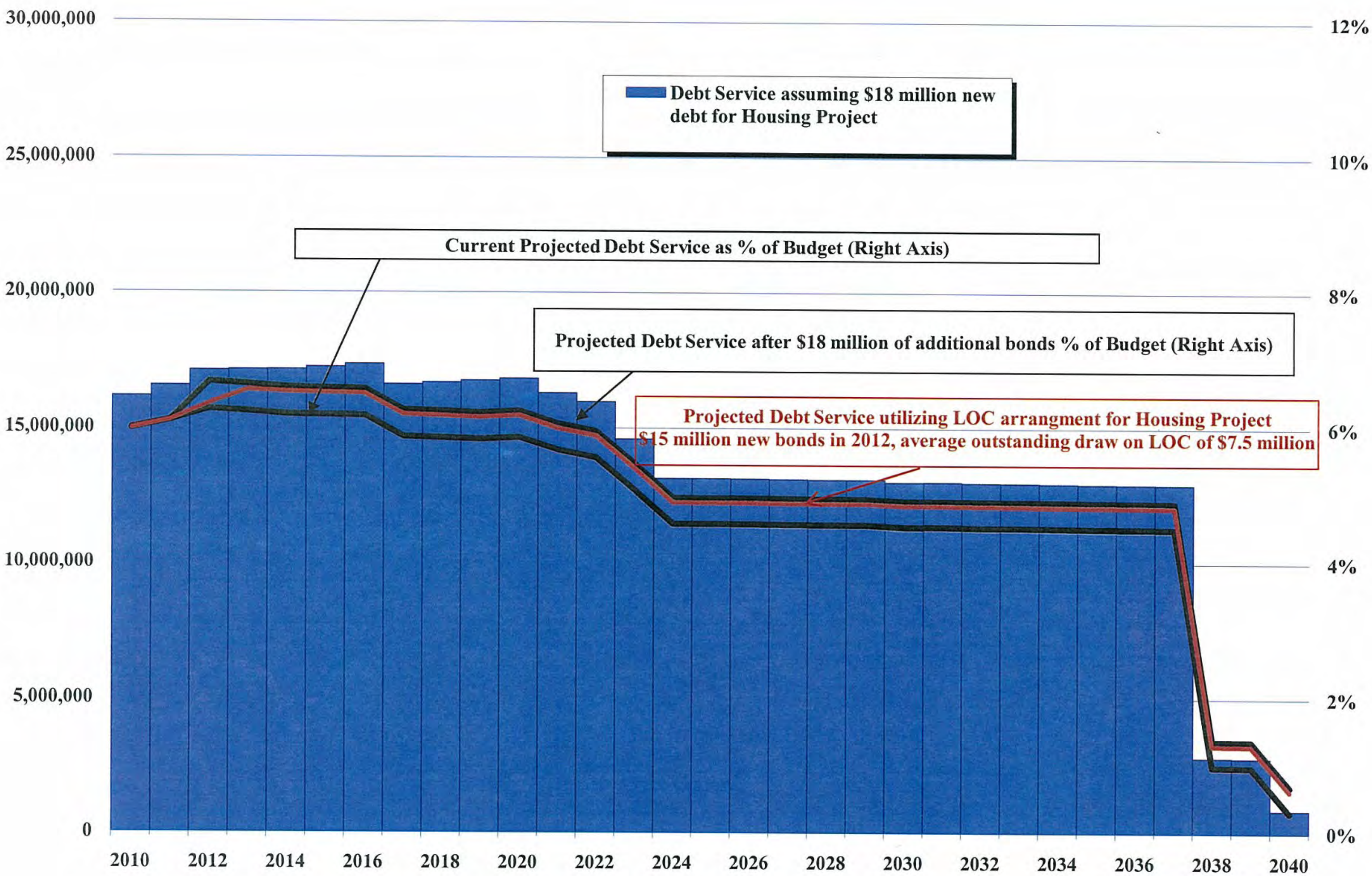
The line of credit offers several significant timing and financial advantages as identified and enumerated above. Staff observes that this process contemplates concurrent approval of construction and interim financing which would enable an institution to proceed with construction. As recently as the June 2010 meeting the Board has expressed a desire to bifurcate the construction approval and financing approval process. It is notable, however, that this preferred approval process was in the context of bond financed projects. In other words, the Board didn't want to feel pressured to approve a project in order to meet a bond pricing deadline (sometimes by a time certain the day of a Board meeting). In that regard, the line of credit process can be distinguished from that of a bond issuance, although the project would still require bond financing at some point in the future. The Board would have to weigh the financial advantages of the line of credit against the pressures an expedited approval process places on project due diligence by the Board.

BOARD ACTION

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

Attachment 1

Boise State University
Graph of Bond option vs. LOC option for new Housing
July 2010



Note: LOC would save approximately $700,000 in interest during the interim period. In addition, avoid overborrowing due to potential savings on CESED, COBE and Housing Bids. Bond issuance would occur in June 2012 under this scenario.

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UNIVERSITY OF IDAHO

SUBJECT

Additional Authorization Request, Energy Services Performance Contract

REFERENCE

February, 2006	State Board of Education (SBOE) Executive Director Approval, Base Technical Assessments, $315,000. Allowed the University to proceed with baseline technical assessment of buildings for potential lighting, HVAC, and control system upgrades.
June, 2007	Board approval for the University of Idaho to proceed with the energy performance contract concept and to pursue financing for a planned $35M Energy Services Performance Contract (ESPC). Item 6 on page 6 of official meeting minutes.
October, 2007	Board capital project authorization for $35M Energy Services Performance Contract. Item 2 on page 6 of official meeting minutes.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 & V.K.2
Section 67-5711D, Idaho Code

BACKGROUND/DISCUSSION

The University of Idaho is in the midst of the $35M Energy Services Performance Contract (ESPC), as authorized by the Board of Regents in October 2007. The University contracted with McKinstry to implement a number of energy saving measures under the ESPC, including improvements in lighting efficiency, installation and upgrades of building level HVAC systems and controls, extension of central steam and chilled water distribution systems, construction of a chilled water storage tank and chiller plant, and construction of a bio-fuel storage facility.

Identified work is progressing well and on schedule to be completed by the end of 2011. A number of additional viable energy saving measures have been identified that are beyond the funding originally authorized for the project. At the same time, interest earnings are accumulating on the bond funding used to finance work under the ESPC.

This is a supplementary request to expend up to an additional $2.2M on energy improvement projects within the ESPC at the University of Idaho. The additional funding has resulted from bond funding investment earnings over the life of the project. Bond counsel has advised the University that the earnings on these bonds are not available for general university use, but could be used to do additional projects consistent with the original bond.

Additional work would include an engineering technical analysis and subsequent complete retro-commissioning of several buildings on campus and additional work in buildings not included in the base scope of work, as described in Attachment 1. The exact project elements to be undertaken will be determined only after further engineering investigation and analysis—an element of the project authorization requested here—to identify those 'best' projects in terms of project payback and issues impacting energy use, including deferred maintenance issues, research related issues, change of space usage issues, and individual comfort issues.

IMPACT

Approval will increase the overall project budget authorization from $35M to $37.2M.

ATTACHMENTS

Attachment 1 – McKinstry letter of 30 April, 2010	Page 3
Attachment 2 – Capital Projects Tracking Sheet	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The University is requesting approval to use interest earnings on bond proceeds to expand the scope of its energy services performance contract on energy improvement projects. The project expansion would include the "retrocommissioning" of several buildings on campus. "[R]etrocommissioning is an event in the life of a building that applies a systematic investigation process for improving or optimizing a building's operation and maintenance. It may or may not emphasize bringing the building back to its original intended design. In fact, the original design documentation may no longer exist or be relevant. The goals and objectives for applying the process, as well as the level of rigor, may vary depending on the current needs of the owner, budget, and condition of the equipment. The retrocommissioning process most often focuses on dynamic energy-using systems with the goal of reducing energy waste, obtaining energy cost savings, and identifying and fixing existing problems." (Oregon Office of Energy, *Retrocommissioning Handbook*)

The firm managing the contract estimates a payback of 10-15 years for this proposed expansion of the project. The firm also indicates that if the contract work is expanded the parties may want to consider extending the project schedule into 2012.

The University issued general revenue bonds in 2007 to pay for this energy services performance contract. The bonds which have generated $1.9M in investment proceeds currently and the University is requesting authorization to expend up to $2.2M for related ESPC projects. Bond counsel has opined that this proposed expansion is within acceptable project limitations. Since the earnings cannot be put toward reduction of the bond (the bonds are not callable until the end of the initial term interest period and that period ends between March 31, 2015 and April 1, 2018, depending on the maturity of the bonds), the only other alternative use of the funds would be for the University to explore using the funds for payment of interest.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authorization to expend up to an additional $2.2M in bond interest earnings on energy improvement projects consistent with the original bond. Total authorization for ESPC work will increase to $37.2M.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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McKinstry
For The Life Of Your Building

Date: April 30, 2010

Joe Kline
Director, Engineering and Utilities
University of Idaho

Subject: POTENTIAL ESCO PROJECTS UTILIZING BOND INTEREST EARNINGS

Joe,
McKinstry has identified additional energy and deferred maintenance opportunities on the U of I Campus that will improve building energy performance as well as reduce the back log of maintenance issues not in our priority level one original scope of work. McKinstry, in consultation with the university, proposes to perform significant retro-commissioning activities within campus buildings. Likely candidates for this work include: CNR, Renfrew Hall, McClure Hall, Engr. Physics, Ag Sci, Education, Gauss-Johnson, Albertsons, Law, TLC, Commons, and SRC. The retro-commissioning process would include top to bottom functional performance testing of HVAC and control systems to deliver the best energy use and fix non-functional equipment

While the team has not expended resources at this point to detail the exact payback timeline for these specific projects, our experience tells us that these types of projects tend to payback in the 10 year to 15 year timeframe. We would reasonably expect that the entirety of the ESCO project payback would continue to be well within the 25 year limit approved in the authorizing statute. Additionally we would expect to apply for additional Avista rebates for each improvement measure.

The McKinstry and UI team would also look hard at upgrading hvac systems, adding digital controls, and addressing some deferred maintenance items at the Kibbie Dome. While the payback timelines for this project may be a somewhat longer than a typical building due to the intermittent uses of parts of the facility, there are known problems with non-functioning equipment and systems running 'wild' that should be addressed.

Please let us know if you have any other questions or concerns. We will need to get this work scheduled in the near future in order to have it complete by the Fall of 2011, and we may want to consider extending the schedule into 2012 to make the best and most cost effective use of our combined resources.

Gary Potratz
Gary Potratz
Project Director
McKinstry Co.

873 Perimeter Dr ▪ Moscow, ID 83843 ▪ (509) 334-1037 ▪
Washington ▪ Oregon ▪ Idaho

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of June 30, 2010

History Narrative

Institution/Agency: University of Idaho **Project:** Capital Project Additional Authorization Request, Energy Services Company Performance Contract, University of Idaho, Moscow, Idaho

Project Description: Engineering and construction effort to implement energy saving projects on the campus of the University of Idaho, Moscow, Idaho.

Project Use: Project scope includes upgrades and improvements to the lighting, HVAC and building controls within many of the buildings on campus. In addition, steam and chilled water generation and distribution systems on campus will be evaluated for improvement. Projects meeting university cost, engineering, and savings goals will be implemented. The expanded project will include retro-commissioning of a number of high energy use buildings on campus.

Project Size: N/A

	Sources of Funds				Use of Funds			
	PBF	**ISBA**	**Other**	**Total Sources**	**Planning**	**Use of Funds* Const**	**Other****	**Total Uses**
Initial Cost of Project	$ -	$ -	$ 35,000,000	$ 35,000,000	$ 3,000,000	$ 30,000,000	$ 2,000,000	$ 35,000,000
History of Revisions:								
Bond Interest Aug '10	$ -	$ -	$ 2,200,000	$ 2,200,000	$ 180,000	$ 2,000,000	$ 20,000	$ 2,200,000
Total Project Costs	$ -	$ -	$ 37,200,000	$ 37,200,000	$ 3,180,000	$ 32,000,000	$ 2,020,000	$ 37,200,000

			|-------------------- Other Sources of Funds		--------------------|		
History of Funding:	**PBF**	**ISBA**	**Institutional Funds (Gifts/Grants)**	**Student Revenue**	**Other**	**Total Other**	**Total Funding**
Original Authorization (SBOE Exec Director), Feb 06	$ -		$ 315,000			$ 315,000	$ 315,000
Additional Authorization (UI), Feb 07			$ 175,000			$ 175,000	$ 175,000
SBOE Bond Authorization, Oct 07					$35,000,000	$35,000,000	$35,000,000
Previous Institutional Funds reimbursed through Bond Funding			(490,000)			-$490,000	($490,000)
SBOE Additional Authorization, bond interest earnings, Aug 10					$2,200,000	$2,200,000	$2,200,000
						-	-
Total	$ -	$ -	$ -	$ -	$ 37,200,000	$ 37,200,000	$ 37,200,000

* Overall project cost estimate will be refined and improved as part of this planning process; UI will report back to the Board of Regents any resulting revisions to the project estimate and seek additional project authorization as may be required.

** Project Contingency

UNIVERSITY OF IDAHO

SUBJECT

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

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

The University has developed a plan to include enhanced police services and private security services optimized under the leadership of its own staff. The proposed agreement with the City of Moscow is intended to work in conjunction with the University's proposed agreement with AlliedBarton for security services to be considered in the subsequent agenda item.

A public, open Request for Proposal was issued on October 19, 2009. Subsequent clarifications and interviews were conducted with the Moscow Police Department to provide enhance commissioned officer services including community policing, dedicated patrols, enhanced emphasis patrols, alcohol, drug and personal safety seminars, event security and tactical support during a significant campus event.

The City of Moscow was the only respondent capable of furnishing commissioned officers.

IMPACT

The initial term of this agreement is from October 1, 2010 through June 30, 2014 with two (3) year optional renewals for a total of six additional years. Contracted annual services total $937,717.78. The annual price escalation is limited to 2.5% for each of the first two years and subsequent increases may not exceed 3.5% annually.

Total value of the contract if all renewals are exercised and all price escalations are taken is $10,582,078 for the period from October 1, 2010 to June 30, 2020.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

The UI has had a longstanding, albeit informal, agreement with the City of Moscow for police services. It wasn't even until two years ago that the parties memorialized the terms of their agreement. Prior to that, the City simply submitted an invoice for services provided to the University at the end of each fiscal year.

Last fall the UI bid out its contract for campus police and security services. The City of Moscow and six private security companies submitted bids, but the City was the only respondent that could provide officers with police authority.

This agreement is significant in several respects. First and foremost, it places the parties in a contractual relationship with attendant terms and conditions. The agreement also reflects a savings of over $200,000 annually to the UI and solidifies police patrolling and presence on campus. These cost savings will enable the UI to retain security staff (see subsequent agenda item) which does not currently exist.

Staff recommends approval.

BOARD ACTION

I move to approve the agreement for police services between the University of Idaho and the City of Moscow, in substantial conformance to the contract submitted to the Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-678

The University of Idaho (the "University") hereby awards to the City of Moscow (the "City") Agreement Number UI-678 (the "Agreement") to furnish Police and Security Services to the University, as specified in University of Idaho Request for Proposals Number 09-56J, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by (i) University of Idaho Request for Proposals Number 09-56J; (ii) City of Moscow's response dated January 12, 2010 with clarification statement dated March 3, 2010; and (iii) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: (1) University of Idaho Agreement Number UI-678; (2) University of Idaho Request for Proposals Number 09-56J; (3) City of Moscow's response dated January 12, 2010 with clarification statement dated March 3, 2010; and (4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either (i) in-person, (ii) by delivery service, (iii) by certified mail with return receipt requested, or (iv) 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:
University of Idaho
Purchasing Services
PO Box 441202
645 West Pullman Road
Moscow, Idaho 83844-1202
Attn.: Director of Purchasing Services and Contracts
Phone: (208) 885-6116
Fax: (208) 885-6060

the City:
City of Moscow
206 East Third Street
PO Box 9203
Moscow, Idaho 83843
Attn: City Supervisor
Phone: (208) 883-7080
Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier 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. Actual notice, however and from whomever received, shall always be effective at time of receipt.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 SCOPE OF SERVICES

The bid price shall include everything necessary for the performance of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. The City agrees to provide the following services:

<u>Community Policing and Patrol:</u>

Campus Commander: Mon-Thurs 7:00 AM to 5:00 PM or Mon-Fri 7:30 AM to 4:30 PM
Campus Community Policing Officer 1: Mon-Fri 8:00 AM to 4:00 PM
Campus Community Policing Officer 2: Tues-Sat 1:00 PM to 9:00 PM
Detective/Narcotics: Tues-Fri 7:00 AM to 5:00 PM
Patrol 1: Wed-Sat 5:00 PM to 3:00 AM
Patrol 2: Sat-Tues 5:00 PM to 3:00 AM
Patrol 3: Tues-Sat 9:00 PM to 7:00 AM

Seven (7) Sworn Police Personnel

All efforts will be made to maintain the foregoing schedule; however, changes may be made to provide flexibility and to address particular needs of the parties.

Community policing services shall include but is not limited to providing community outreach by the police staff to campus constituents including students, staff and faculty, weekly review and planning meetings with other security and University staff, dignitary safeguarding, establishing a presence in the University Commons station, operating the campus gun locker as per the procedures agreed upon by the parties, regular patrols and at least three (3) special emphasis patrols.

Dedicated patrols may include vehicle, bicycle or foot patrols as required. Patrols will focus on the campus environs.

Note:

- *Does* include regular duty related overtime.
- *Does* include additional records reporting time to accomplish Clery requirements.

- *Does not* take into account costs of Animal Control or Parking Services, although both divisions perform duties on campus.
- *Does not* include Emergency Communication Services, as this is a separate charge to the University outside of this Agreement. Emergency Communication Services include alarm monitoring and notification as well as emergency dispatch services for police, Fire Department and EMS Services.
- Assumes regular, established community policing and patrol duties, including enforcement of (i) limited access streets, (ii) University-owned streets, and (iii) open to the public streets.

Tactical Team Support:

Rapid and effective response to any security or public safety event is critical to the maintenance of a safe campus environment. The University agrees to support the additional training and overtime accumulated due to training required to provide such response. Crisis and emergency response planning will be coordinated between the two parties. The University agrees to support such Tactical Team activities financially in the amount of thirty thousand dollars ($30,000) per year.

Special Duty

The City will provide special duty services for a set amount of sixty thousand dollars ($60,000) per year for the following events:

- Dignitary visits requiring more security than can be provided by the Campus Commander and two (2) Community Policing Officers;
- All football games up to fourteen (14) officers, including command;
- All basketball games up to four (4) officers;
- Three (3) special emphasis patrols;
- Special bookstore detail;
- Jazz Festival;
- Borah Symposium;
- Bellwood Lectures;
- Spring and Winter Commencements;
- Board of Regents meetings when held in Moscow.

Additional Special Duty

Any Additional Special Duty services required by the University and furnished by the City are to be charged on an actual as-needed basis, at the rate of sixty dollars ($60.00) per hour per officer. Any such Additional Special Duty services must be agreed upon and approved by the parties in writing prior to any use.

Total Annual Fee For Included Services:

Community Policing and Patrol:	$847,717.78
Tactical Team Support:	$ 30,000.00
Special Duty:	$ 60,000.00
Total Annual Fee:	$937,717.78

1.4 PRICE ESCALATION

Fees associated with this Agreement shall be increased annually on the first day of July of each calendar year beginning July 1, 2011 as follows: by two and one half percent (2.5%) on July 1, 2011 and July 1, 2012, and by three and one half percent (3.5%) on July 1, 2013 and on July 1 of each ensuing calendar year of any extension period under Section 1.5 hereof.

1.5 TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014. The term of this agreement may, if mutually agreed, be extended by two (2) three- (3-) year increments for a total of six (6) additional years, provided the City receives written notice of each extension at least one-hundred eighty (180) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.6 CONTINUATION DURING DISPUTES

The parties agree that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.7 INVOICES AND PAYMENT SCHEDULE

For services included in the annual fee, the City shall provide the University with a single invoice at the beginning of each billing period. The University shall pay the City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be due on the last day of each calendar month. The first payment for each billing period shall be due one month after the invoice is due from the City. By way of example, the invoice for the first billing period shall be due to the University by 10/1/2010 and shall be paid by the University in equal monthly installments of $78,143.15 by the last day of each calendar month beginning October 31, 2010 and ending June 30, 2011.

Invoices for any additional special duty must include a copy of the written authorization by the University for such additional special duty. These invoices shall be delivered to the University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special duty was used. The University shall pay the invoice amount within 30 days of receipt of the invoice.

For illustrative purposes, the invoice and payment schedule is set forth below:

Billing Period	Invoice calculation	Invoice Amount	Invoice due from City	Monthly installment from University	First payment due from University
10/1/2010 – 6/30/2011	$ 937,717.78 / 12 * 9	$ 703,288.33	10/1/2010	$ 78,143.15	11/1/2010
7/1/2011 – 6/30/2012	$ 937,717.78 * 102.5%	$ 961,160.72	7/1/2011	$ 80,096.73	8/1/2011
7/1/2012 – 6/30/2013	$ 961,160.72 * 102.5%	$ 985,189.73	7/1/2012	$ 82,099.14	8/1/2012
7/1/2013 – 6/30/2014	$ 985,189.73 * 103.5%	$ 1,019,671.37	7/1/2013	$ 84,972.61	8/1/2013
Additional Special Duty	$60 per hour per officer		15 days after end of month in which Additional Special Duty is used	Not applicable	30 days after invoice received
Billing Period	**Invoice calculation**	**Invoice Amount**	**Invoice due from City**	**Monthly installment from University**	**First payment due from University**

Invoices shall reference “City of Moscow law enforcement services” and shall be sent to:

University of Idaho
Risk Management Office
PO Box 443162
Moscow, ID 83844-3162

1.8 TERMS AND CONDITIONS

Paragraphs 6-3, 6-8, 6-14, 6-27, 6-31, and 7-2 of the Request for Proposal are deleted in their entirety and replaced with the following:

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, with one (1) year written notice to the City. The City shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The

City shall promptly submit its termination claim for payment. If the City has any property in its possession belonging to the University, the City will account for the same and dispose of it in the manner the University directs.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

So that the University may determine whether the City has complied with the requirements of the Agreement Documents, the City shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements except for those documents exempt from disclosure pursuant to the Idaho Public Records Law or other State or Federal law or regulation.

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one (1) year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder provided that no other non-appropriated funding sources are available to the University to meet the obligations of this Agreement.

6-27 NO JOINT VENTURE

Nothing in this Agreement shall be construed as creating a joint venture or partnership relationship between the two parties.

6-31 Deleted

7-2 INDEMNIFICATION

The City shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on the City's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the City, or any of its agents, subcontractors, employees, invitees or guests. The City, upon notice from the University, shall defend the University at the City's expense by counsel reasonably satisfactory to the University.

The University agrees and affirms that the City's current participation and membership in the Idaho Counties Risk Management Program ("ICRMP") substantially fulfills all obligations required under paragraph 7-3 INSURANCE of the Request for Proposals 009-56J. The City agrees to maintain equivalent coverage and provide the University with timely notice of any changes to status.

1.9 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the City.

The effective date of this contract is October 1, 2010.

For the Regents of the UNIVERSITY OF IDAHO		**CITY OF MOSCOW, IDAHO**	
SIGN	______________________________	SIGN	______________________________
PRINT	______________________________	PRINT	______________________________
TITLE	______________________________	TITLE	______________________________
DATE	______________________________	DATE	______________________________

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Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 09-56J

FOR

Police and Security Services

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6126
Fax (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: October 19, 2009

Proposals Due: January 12, 2010

TABLE OF CONTENTS

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J

PROPOSAL RESPONSE CERTIFICATION

____
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

____
Name

____
Signature

____
Title

____
Contractor

____
Street Address

____
City, State, Zip

____
Telephone Number and Fax Number

____
Cell Phone Number

____
E-mail Address

____
State of Incorporation

____
Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_______
Women Owned Business Enterprise (WBE)	_______
Small Business Enterprise (SBE)	_______
Veteran Business Enterprise (VBE)	_______
Disadvantaged Business Enterprise (DBE)	_______

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for Police and Security services. The University is looking for creative solutions to meet its needs along the continuum between policing and security requirements. Proposals will be accepted either for policing only, for security only or a consolidated combination proposal from a lead agency. Care should be taken to describe the line between the two and the coordination of efforts required. Minimum requirements for this scope of work are set out in Section 3 "Technical Specifications and Bid Form."

The University may at its sole discretion request clarifying presentations for one or more vendors. Once the University establishes the best operational combination of services, Best and Final offers will be entertained or negotiated.

Multiple awards may be made as a result of this Request for Proposal and nothing in this agreement is intended to grant exclusive rights.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on January 12, 2010 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 4441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. *By submitting a proposal, the Proposer is accepting the terms and conditions set forth in this Request for Proposal, and any addendums thereto, which includes general contract terms and conditions and purchase order terms and conditions.* The terms and conditions set forth in the Request for Proposals, including addendums thereto, and the Proposal and any terms and conditions included therein that are accepted by the University shall serve as the Agreement terms and conditions. The Agreement shall be subject to the applicable laws of the State of Idaho. The order of precedence of Agreement documents shall be RFP then Proposal. In addition, the Purchase Order terms and conditions shall apply to all purchase orders used under this contract. No other terms and conditions shall apply unless agreed to in writing by the parties.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

October 19, 2009	Request for Proposals issued
January 12, 2010	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services no later than 4:00 p.m., Pacific Time, on October 28, 2009 to:

Christopher Johnson, Director
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 4441202
Moscow, ID 83844-1202
Telephone: (208) 885-6126
Fax: (208) 885-6060
E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Six (6) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13. TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014, commencing upon the date of execution by the university, October 1, 2010. The term of this agreement may, if mutually agreed upon in writing, be extended by two 3-year increments for a total of six (6) additional years, beginning on July 1 and ending on June 30, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of termination, which will be June 30 of the year in which it terminates. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data THAT IS LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

1-17 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-18 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Director of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

E. Response to Specifications and Proposal Response: Please answer all questions throughout this proposal and provide a clear, concise presentation bringing your expertise and experience to provide a full understanding to the selection committee of your response. The University may award based solely upon this response and may not necessarily request additional information.

E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.

F. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3.1 BACKGROUND

3.1.1. University of Idaho: Founded in 1889, the University of Idaho is the state's flagship higher-education Institution and its principal graduate education and research university, bringing insight and innovation to the state, the nation and the world. University of Idaho researchers attract more than $100 million in research grants and contracts each year. The university's student population includes first-generation college students and ethnically diverse scholars. Offering more than 150 degree options in 10 colleges, the university combines the strengths of a large university with the intimacy of small learning communities. The University of Idaho operates within a $322,370,600 budget.

The University has a total enrollment of 11,739 with 871 faculty and 1,409 staff members. Enrollment on the Moscow campus totals 10,682 with a large residential population of 7,215. Our student population consists of 8,337 undergraduate, 1,501 graduate and 313 Law students. We have 3,476 nonresident students.

The university, along with its students and staff are actively involved in the local community; Moscow, Idaho. The town was incorporated in 1887 and is the Latah County seat. The 2000 Population Census for Moscow was 21,291 (includes students). Moscow is eight miles from Pullman, home of Washington State University. The surrounding area is very picturesque with rolling hills and tremendous outdoor recreational opportunities.

*These figures are presented as an indication of scale and vary from semester to semester.

3.1.2. University of Idaho Mission and Goals:
The University of Idaho has established a strategic plan and mission to include four principle goals:

- TEACHING AND LEARNING GOAL
- SCHOLARLY AND CREATIVE ACTIVITY GOAL
- OUTREACH AND ENGAGEMENT GOAL
- ORGANIZATION, CULTURE, AND CLIMATE GOAL

An in depth examination of these goals is available on the web:
http://www.uihome.uidaho.edu/default.aspx?pid=92884

The University of Idaho is currently implementing a branding strategy to shape perceptions of the University so all our audiences are more inclined to support, participate and engage in the University. Additional information is available on the web:
http://www.uidaho.edu/commguide/strategy.html

3.1.3 Buildings

The University of Idaho's Moscow area campuses encompass 1428 acres, with the core of campus sited on over 300 acres, and serving nearly 11,000 students. There are roughly 250 buildings on the main campus. Campus buildings vary in age, ranging from Ridenbaugh Hall (c. 1902) to the Living Learning Center (c. 2005). Campus buildings include a variety of spaces and functions, including classrooms, research and teaching labs, faculty and administrative offices, sports and recreation facilities, student housing, food service and retail functions, agricultural and animal husbandry, steam production and industrial/utility support functions.

The core of campus is largely pedestrianized, with limited vehicle access serving emergency, service, and delivery needs. Major parking functions are generally sited at the edge of the campus core. Buildings in the core generally house classroom, office, and laboratory functions. Agricultural use dominates the western and northern areas of campus; open green space (arboreta and golf course) is found along the southern edge; family housing at the southeast; Greek housing to the east and south; student housing on the north. There are some private in holdings within the campus boundaries, largely serving housing (some Greek) needs.

3.2 CURRENT OPERATIONS

3.2.1 Reporting structure current liaison officer

The Emergency and Security Services Officer is the liaison between the University and the Contractor. The Emergency and Security Services Officer reports to the Risk Management Officer. In addition to Risk Management, security and law enforcement agencies would work closely with the Office of the Dean of Students, Facilities, Auxiliaries (including Parking and Residences) and Environmental Health and Safety.

3.2.2 Moscow Police Department

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

3.2.3 Parking

Currently, the University and the City of Moscow have a Memorandum of Understanding for the City /University Parking program. This provides a cooperative agreement for the enforcement, collection and issuance of parking permits in accordance with the University Parking Program on City of Moscow streets and public rights-of-way within the area in and around the University of Idaho. University parking services personnel enforce University of Idaho parking regulations. The Moscow Police Department enforces City of Moscow parking regulations where applicable. Proposers may provide an alternative to this system.

3.2.4 University Facilities

University will provide a facility for law enforcement and security services. (hereinafter "University Substation"). The University Substation may serve as a command post for police and security services provided to the University under this RFP, as office space for commissioned and non-commissioned officers assigned to the University, and for other purposes that enhance University safety and security. Secure office space for the University's Emergency and Security Services Officer will be included at this location. The Proposer will be responsible for providing any necessary computer hardware and connectivity, telephone, copier, fax and radio communication systems.

The university provides a secure gun locker facility to allow residence students a safe protective facility to store firearms while not in use. The campus is a weapon free zone, with the exception of the ROTC shooting range located in the basement of the Memorial Gym. The successful Proposer will be responsible for operating and securing the gun locker, and providing review of exceptions to our gun policy, including but not limited to the operation of the ROTC shooting range located in the basement of the Memorial Gym. These exceptions will be authorized by the Emergency and Security Services Officer and the Director of Environmental Health and Safety.

3.2.5 University Emergency Notification System

The University has purchased an emergency notification system which can send text, cellular and email notification if required during a significant campus security event. The successful Proposer will be responsible for participating in this alert system, and communicating and coordinating with the university when emergency communications are needed. When supplied with information from the successful Proposer, the university will include appropriate personnel of the Proposer in the database of the emergency notification system. Inclusion in the University ENS will allow the successful Proposer an opportunity to view emergency messages sent by the University.

3.2.6 Crime Statistics

The University's Clery Act statistics for the last 3 calendar years are available at:
http://www.webs.uidaho.edu/security/crimestats.htm

3.3 TECHNICAL SPECIFICATIONS AND RISK ANALYSIS

The University would like to establish an optimal balance between commissioned police officers and non-commissioned security personnel. Please describe your experience with this blend in an open campus environment with a high residence population. Please describe the functional duties which these two types of security personnel can provide. The University supports and encourages the use of a Community Policing concept with officers assigned to foot patrols, bicycle patrols or related duties that bring them into personal and visible contact with students, University staff and faculty. The successful Proposer will focus on a comprehensive approach that provides the University with loss prevention, mitigation and response related to the security and law enforcement needs of the University

3.3.1 Staffing and Training Requirements

Please describe your hiring procedures, background checks, qualifications and continuing training requirements of staff. The University shall participate in the selection of the commander, and shall have the ability to request a replacement commander if, in the University's judgment, the commander's performance is unsatisfactory. The University shall have the ability to request replacement officers and staff if, in the University's judgment, the performance of any officer or staff is unsatisfactory.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to void, limit, or restrict the authority vested in the peace officer agency regarding police services and general law enforcement.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to limit the authority vested in the Board of Regents of the University of Idaho, by the Idaho Constitution and by the Idaho Code, to exercise general supervision of the University of Idaho.

Anticipated hours of operation are 24 hours a day, 7 day a week year round. Please describe an optimal staffing level of commissioned and/or non-commissioned personnel to maintain appropriate protection, response and deterrent levels to the campus community. The campus is to be covered by Proposer personnel at all times. Include the ability to have staff available to monitor surveillance and security cameras and alarms, including but not limited to fire, elevator, access/security, panic and environmental systems.

The successful Proposer will provide training of both commissioned and non-commissioned officers in areas of expertise vital to the comprehensive security of the University, including but not limited to best practices in the areas of sexual assault protocols and investigations, crime prevention, services to non-English speaking populations, and working with diverse populations. Training shall include joint agency exercises, coordinated with the University Emergency and Security Services Officer, that foster a comprehensive response by all security personnel and University staff to respond effectively to emergency situations. Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

3.3.2 Vehicles and equipment

The successful commissioned officer Proposer will furnish at minimum two clearly identifiable patrol vehicles. Bicycles and marked or unmarked security vehicles shall also be furnished as appropriate. Describe.

The successful Proposer will provide all necessary personal equipment for police and security officers to include minimally; uniforms, belt and accessories, bullet resistant vest, hand-gun, radio, uniforms, taser as appropriate for assigned personnel. Please describe.

3.3.3 Communications

Emergency dispatch is currently provided regionally by WHITCOM. WHITCOM or other dispatch services will be included in the bid. If a service other than WHITCOM is used, the Proposer will provide detail on what service will be used and how it will function effectively on behalf of the University. Provided dispatch services will have the goal of promoting timely, accurate and reliable communications with the University community. Dispatch services are often the first line of communication with a member of our University community and should be handled as an opportunity to promote a "community policing" model and improve the image of the University.

3.3.4 Reports, analysis, planning

The service provider shall furnish statistics and reports that will allow for the University's compliance with the Clery Act, including provision of information in an electronic format that complies with the Clery Act and any updates to the Act. In addition, the service provider will provide daily logs to the University's Emergency and Security Services Officer as provided by the Clery Act.
(See: http://www.ed.gov/admins/lead/safety/campus.html)

Service providers shall, in consultation with the Emergency and Security Services Officer and Office of the Dean of Students, develop an annual security and/or law enforcement plan that list actions designed to meet the expectations of the University. Results of actions taken under this plan will be reported annually at the time of the contract cost negotiations. The plan shall also provide guidance and information to the University in loss prevention, mitigation and response.

Prior to award of final contract the University will work with the successful Proposer(s) to develop and implement a weekly risk analysis report.

3.3.5 Law enforcement at university events

The University would like the following events addressed by your response. Particular attention should be paid to describing the appropriate mix of commissioned and non-commission officers. Annual events include:

- Winter and spring commencements
- Home football and basketball games
- Visits by dignitaries; state, local and federal officials, State Board of Education meetings
- And three "special emphasis" patrols of a week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually.

These baseline events shall be included in your baseline cost proposal. An hourly rate for additional or unanticipated events shall also be provided

3.3.6 Comprehensive security and law enforcement functions

The service provider(s) should specify if they will, or will not, be legally able to provide the following functions for the University community, and describe, if the services can be provided, how the functions will be performed and the extent of service available. Service providers may list and describe other services they can provide, but must respond to at least this list of services. Please describe other services and options provided in support of University operations, which the University should consider in your proposal:

- Patrol of campus and perimeter of campus 24 /7/365
- Patrols to include bike, foot, and vehicle
- Interaction with Whitcom dispatch
- Reports, analysis, planning
- Operation of University substation
- Operation of gun locker
- Parking services
- Participation in emergency communications
- Monitoring and response to fire, medical, and university alarm calls
  - Fire
  - Elevator
  - Access / security
  - Panic
  - Environmental systems
- Response to civil/security standby
- Investigation and follow-up of all crimes not assigned to detectives

- Implement proactive theft deterrent systems such as VARDA and TRL
- Building security surveys
- Crime prevention presentations including but not limited to:
    - Alcohol/drug awareness
    - Rape and sexual assault prevention
    - Theft prevention
    - Bike Safety and registration
    - Crime reporting
    - New student orientation
    - Other as requested
- Escorts
- Lock-outs

  Child safety-seat installation/inspection

- Detectives
- Victim witness services
- Legal services
- Narcotics Unit
- Records
- Crime Analysis Unit
- Crime Lab
- Crime Prevention Unit
- Evidence processing and storage
- Tactical team for emergency situations
- Negotiations team for emergency situations
- Selected Traffic Enforcement Patrol
- Canine services - patrol/tracking, narcotic, bomb/explosives
- Vehicle maintenance
- Information Services

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

A. Potentially Acceptable
B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below:

- Experience and References
- Qualifications, training
- Ability to reduce/mitigate University risk
- Customer service and outreach
- Costs

Not necessarily listed in order of importance. The University may at its discretion use life cycle or best value analysis.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

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

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

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

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

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

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

University may request appropriate financial information and documents to verify costs and expenditures in order to make statements and presentations to University's governance and the Board of Regents, in accordance with the University and SBOE policies regarding stewardship of funds.

The Contractor shall provide the University with a monthly invoice equal to one-twelfth of the mutually agreed annual contract cost for services provided. The University shall pay the Contractor on a monthly basis equal to one-twelfth of the mutually agreed annual contract cost.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

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

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-19 CONTRACTOR REPRESENTATIONS

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

6-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-21 SURVIVAL OF TERMS

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

6-22 HEADINGS

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

6-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-24 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-25 WAIVER

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

6-26 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 (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-27 NO JOINT VENTURE

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

6-28 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to or learned by the Contractor during the course of this Agreement unless Contractor has received the prior written consent of the Universityto make such disclosure.

The Contractor agrees to respect obligations of the The University under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and similar compliance regulations of the The University, and to work constructively with the The Universitys within the constraints of the The University's privacy obligations.

This provision shall survive expiration and termination of this Agreement.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

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

6-32 PROPERTY RIGHTS AND REPORTS

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

This provision shall survive expiration and termination of this Agreement.

6-33 ATTORNEYS' FEES

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

6-34 ACCOUNTING, AUDIT

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

6-35 NONDISCRIMINATION AND AFFIRMATIVE ACTION

6-35.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. The Contractor certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

6-35.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

6-35.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

6-35.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order°11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

6-35.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

6-35.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

6-36 REPRESENTATIONS AND WARRANTIES

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

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

This provision shall survive the termination of this agreement.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

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

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

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the

University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

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

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

7.3.2 Required Insurance Coverage.

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

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

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

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

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than $100,000 / $500,000 / $100,000.

7.3.2.4 Professional Liability. Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

UNIVERSITY OF IDAHO
PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.

2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.

3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.

4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.

5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.

6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor’s risk and expense.

8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.

9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.

10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.

11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor’s breach of Agreement.

13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.

15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.

16. 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.

17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the recission of the transferred Agreement at the option of the University of Idaho.

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

19. 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 thereof, 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 (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

20. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.

21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor’s current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.

24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

Exhibit A – Request for Certificate of Insurance from Contractor*
***If bid is awarded to Contractor**
Page 1 of 2

Give this form to your insurance agent / broker

***Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE*.**

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

  State of Idaho and the Regents of the University of Idaho
  Attn: Risk Management
  P.O. Box 443162
  Moscow, ID 83844-3162

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

Exhibit A – Request for Certificate of Insurance from Contractor*
***If bid is awarded to Contractor**
Page 2 of 2

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

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

- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than $1,000,000; Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.

- Workers' Compensation. Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of $100,000 / $500,000 / $100,000.

- Professional Liability. Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

If you have additional questions, please contact:

Nancy Spink, Risk Management Officer, University of Idaho.
PH (208) 885-6177. FAX (208) 885-9490
nspink@uidaho.edu

A. RESPONSE SHEET

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J
PROPOSAL RESPONSE CERTIFICATION

JANUARY 12, 2010
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that that addenda numbers _1_ to _3_ have been received and were examined as part of the RFP document.

Nancy Chaney
Name

Nancy Chaney
Signature

Mayor
Title

City of Moscow
Contractor

206 East Third Street, PO Box 9203
Address

Moscow, ID 83843
City, State, Zip

Telephone Number: 208-883-7080 Fax Number: 208-883-7018
Telephone Number and Fax Number

Cell Phone Number: 208-596-5836
Cell Phone Number

nchaney@ci.moscow.id.us
E-mail Address

Idaho
State of Incorporation

82-6000227
Tax ID Number

Business Classification Type (Please check mark if applicable):

- Minority Business Enterprise (MBE) ____
- Women Owned Business Enterprise (WBE) ____
- Small Business Enterprise (SBE) ____
- Veteran Business Enterprise (VBE) ____
- Disadvantage Business Enterprise (DBE) ____

Business Classification Type is used for tracking purposes, not as criteria for award.

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EXECUTIVE SUMMARY

EXPERIENCE AND REFERENCES

The University of Idaho and the City of Moscow, through the Moscow Police Department (MPD) have worked collaboratively for 44 years to provide proactive, community based law enforcement services to the University students, faculty and staff. The current agreement has been in place since 1996, and serves as a model of town-gown collaboration which is the envy of campuses nationwide. The City Of Moscow's response to this Request for Proposals refers to services and service levels which are currently being provided and which reflect a safe and collaborative academic and social environment. The current policing method utilized by the Moscow Police Department to provide policing services on the University campus is one of the best in the nation. An extensive list of references is included in this proposal and the City invites the University to contact these individuals and organizations.

QUALIFICATIONS AND TRAINING

The MPD is fully accredited by the Idaho Chiefs of Police Association. The process for accreditation includes peer review as well as intense review of all internal standards for efficient and effective operation of a police agency. The MPD was carefully measured against an established set of standards and met or exceeded accepted practices in the field of law enforcement. The Idaho Chiefs of Police Association accreditation guidelines closely resemble those which have been adopted by the International Association of Campus Law Enforcement Administrators (IACLEA).

The Western Regional Institute for Community Orientated Public Safety, (WRICOPS) is an organization that promotes community policing. The WRICOPS team examined all aspects of MPD's operations and their assessment confirmed that the MPD's primary goal is community policing which is incorporated into the MPD's values, goals, structure in both internal and external environments. The MPD's community policing style is well suited for a partnership with the University because of its unique focuses on the areas of crime prevention, education and learning.

The MPD currently provides comprehensive training of both commissioned and non-commissioned personnel in all aspects of law enforcement which includes an emphasis on community policing and which assists in the comprehensive security of the University and the community. Prior to their assuming any independent law enforcement duties or responsibilities all MPD Officers receive training as prescribed by Peace Officer Standards and Training (POST) Council. All sworn officers are required to complete a minimum of forty (40) hours of training every two (2) years as required by POST.

ABILITY TO REDUCE/MITIGATE UNIVERSITY RISK

As employees of the City, MPD staff follow the policies and procedures of a governmental entity, including all local, state and federal laws. Under the policy-making authority of the City Council and administration of the Mayor and City Supervisor, the Police Chief and Command staff manage a team of professional law enforcement officers, trained to provide a wide range of police and security services to the University.

The MPD follows a Community Policing model designed to meet the goal of supporting the University's mission to make the campus a safe place for its students to live, learn and socialize in an academic atmosphere. Highly trained, sworn police officers continuously interact with students, faculty and staff in an informal atmosphere. The MPD maintains a Police Campus Substation on the UI campus which is staffed by the Campus Division Commander and two Campus Community Policing Officers to promote and support a bond between the students and the community.

The MPD has law enforcement jurisdiction of the University campus and the city, so all calls and incidents are both responded to and investigated by one agency. This eliminates confusion, adds to efficiency and provides better customer service.

CUSTOMER SERVICE AND OUTREACH

Currently, the MPD provides general coverage of the University campus at all times; 24 hours per day, 7 days per week, 365 days per year (24/7/365). This model of "level of service" coverage provides optimal and maximum resources to the University. Although MPD assigns a Campus Division Commander and two Campus Community Policing Officers exclusively to campus, many times during the day there are up to three or four additional officers on campus. If the need arises, the entire MPD patrol, detective and administrative staff is available to be on campus. At full staff MPD has 22 patrol positions including 3 sergeants, 4 corporals and 15 patrol officers to handle calls for service. The MPD Command Staff includes the Chief of Police, Assistant Chief of Police and 2 Lieutenants (including the Campus Division Commander). Other personnel providing services to the University include an Administrative Sergeant, Detective Sergeant, 3 Detective Corporals (including Narcotics Detective Corporal), Crime Prevention Officer, Records staff (including Records Supervisor and 2 Records Technicians) and Property/Evidence Manager.

The MPD will provide law enforcement services year-round for University events, visits by dignitaries, government officials, and Idaho State Board of Education meetings. The MPD will also implement special emphasis patrols. The MPD will continue to provide new student orientations and awareness/prevention presentations in the following areas: alcohol/drug awareness, rape and sexual assault, theft prevention, bike safety and registration, crime reporting and other areas as requested. These presentations are encouraged for all University faculty, staff and students. The City's response to this RFP refers to services and service levels which are currently being provided and which reflect a safe and collaborative academic and social environment for the University students, faculty and staff.

COSTS

As a sister governmental entity, the City of Moscow is conscious of the need to make public dollars go as far as possible. The expenses outlined in the proposal are intended to reimburse the City for providing top-quality, customer-service oriented community policing services at the most efficient and economical level possible. As requested, costs are presented for a period of five years, the anticipated term of the agreement. The Costs section of the proposal, citing a FY2011 cost of $1,265,306 for services as proposed, is presented in a format similar to the City of Moscow annual budget document, which is familiar to University staff. Successive years of the proposal are calculated using expected fluctuations in consumer indexes and expected salary adjustments in conformance with City of Moscow personnel policies.

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NATURE OF PROPOSAL

The City of Moscow and Moscow Police Department (MPD) are pleased to respond to the Request for Proposals for Police and Security Services (RFP) issued by the University of Idaho. As noted in the RFP and throughout this proposal, the City of Moscow and the University of Idaho have a long-standing and collaborative relationship in the provision of both policing and security services to the University community. The following is a consolidated proposal for the provision of policing and security services. Because of the nature of the community policing model which has been developed by both the MPD and the University, there is no bright line between what would traditionally be defined as "policing" or "law enforcement" and "security" services.

The University of Idaho campus proper lies entirely within the Moscow city limits and therefore within the jurisdiction of the MPD for law enforcement purposes. That jurisdiction is concurrent with only two other sworn law enforcement agencies: the Latah County Sheriff's Office and the Idaho State Police. Only these three agencies have the authority to effect arrests for criminal conduct on the University campus. This authority, coupled with knowledge-based communicative and collaborative law enforcement yields a community policing model which marries both policing and security services.

The following proposal describes services which are currently being provided by the City of Moscow and the MPD to the University of Idaho and invites University feedback and input in making changes and/or adjustments in order to deliver desired services.

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B. BACKGROUND AND HISTORY

The City of Moscow was incorporated in 1887. The City is governed by a Mayor/Council form of government that is comprised of six council members who serve staggered four-year terms and the Mayor who are all elected by the voters. The names of the Mayor and City Council members as well as the dates in which their respective terms of office expire are as listed below:

Name	Expiration of Current Term	Total Years Served
Nancy Chaney, Mayor	1/6/2014	4
Wayne Krauss, Pres.	1/3/2012	2
Dan Carscallen, VP	1/3/2012	2
Walter Steed	1/6/2014	2
Sue Scott	1/6/2014	0
Tom Lamar	1/3/2012	2.5
Tim Brown	1/6/2014	0

Mayor Nancy Chaney was elected Mayor of Moscow in 2005, after serving on the City Council for two years. She has undergraduate degrees in Nursing and Psychology from Boise State and a Masters degree in Environmental Science from the University of Idaho. She has worked as a nurse, archaeologist, editorial and University of Idaho administrative assistant and is a small business owner. She has been a guest lecturer at the University of Idaho and frequent participant in Town and Gown activities.

Gary J. Riedner currently serves as the City Supervisor, a position he has held since 1995. Prior to serving in his current capacity, Mr. Riedner served as the City Attorney from 1992-1995. Mr. Riedner received a Bachelor's degree in Economics and graduated from the School of Law at the University of Idaho in 1984. He has practiced law in various capacities since that time. He is a credentialed City Manager by the International City-County Management Association

Daniel L. Weaver is the Chief of Police for the City of Moscow. He has been involved in police work in Idaho for the past thirty nine years. Starting as a Reserve Officer in 1971, he has served in every major division of the Moscow Police Department being named Chief in 1995. He earned a B.S. degree in criminal justice from the University of Idaho and a Masters Degree in Educational Administration. Chief Weaver is a graduate of the FBI National Academy and was appointed by Idaho Governor C.L. "Butch" Otter as Chair of the Idaho Peace Officer Standards and Training Council (POST). He spent eight years as the liaison and director of the University of Idaho Campus Police Division. He has trained students and officers in sexual assault prevention, security and crime prevention. Chief Weaver initiated the first crime prevention program in Moscow on the University of Idaho campus, and has served on various committees including the Acquaintance Rape Prevention Task Force, Campus Safety Committee, Alcohol Awareness Committee, Disability Services Advisory Committee and the Behavior Review

Committee. He has been a guest instructor at the University of Idaho and served as an adjunct faculty member in the Justice Studies Department at Lewis and Clark State College in Lewiston, Idaho. Chief Weaver was recently honored as the recipient of the biannual Ismat and Mannan Sheik Award in recognition of his work for community inclusiveness and respect for diversity.

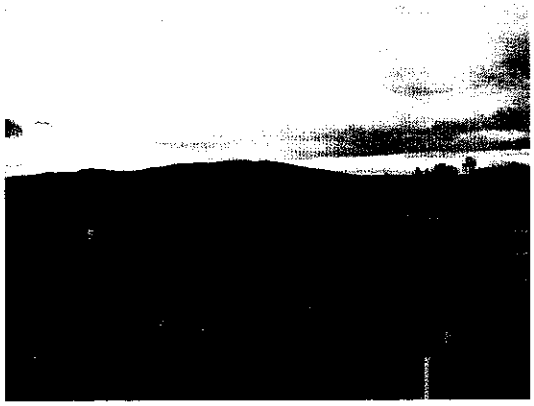
David J. Duke is the Assistant Chief of Police for the City of Moscow Idaho. He has been involved in police work for the past thirty-six years. After serving twenty-three years with the Oklahoma City Police Department, he was hired by the Moscow Police Department in 1999. Assistant Chief Duke earned a B.S. degree in Criminal Justice from the University of Central Oklahoma in 1984 and a Masters Degree in Criminal Justice Management and Administration in 1986. He is a graduate of the FBI National Academy and Northwestern University's School of Police Staff and Command. He possesses the basic, intermediate, advanced, and management certificates through the Idaho Peace Officers Training Council.

Lieutenant David Lehmitz has been with the Moscow Police Department since May 1988. During that time he has been a Patrol Officer, General Detective, Narcotics Detective assigned to the Quad Cities Drug Task Force, Patrol Sergeant, Detective Sergeant, and Operations Division Commander and is presently the Campus Division/Investigations Commander. He is a graduate of the FBI Command College, holds a management certificate through Idaho Post and has attended over 1,900 hours of post certified training.

Lieutenant Paul M. Kwiatkowski has been with the Moscow Police Department since 1994. He has a BS Degree from the University of Idaho in Computer Science with a minor in mathematics and holds an Idaho P.O.S.T. Management Certificate. Lieutenant Kwiatkowski is currently the Operations Division Commander and has past experience working as the Campus Division Commander and Supervisor for the Detective Unit.

The City of Moscow has 138 full-time equivalent (FTE) employees under the leadership of the Mayor and City Council. The services provided by the City include public safety, public works, arts, parks, recreation and community development. The City of Moscow and Moscow Police Department Mission Statement are attached as Exhibit 1.

The main campus of the University of Idaho (University), the state's land-grant research institution, lies completely within the corporate limits of the City of Moscow (City). As noted in the Request for Proposals, the University enrollment is approximately 11,739 students, with 10,682 students at the 1,482 acre Moscow campus. The physical assets of the University Moscow campus include 253 buildings[1] which are valued at over $812,000,000[2].



[1] *http://www.ucm.uidaho.edu/default.aspx?pid=86028*
[2] *http://en.wikipedia.org/wiki/University_Of_Idaho#Campus*

Also as noted in the RFP, the University has 871 faculty and one thousand four hundred nine (1,409) staff members making the University the City's largest employer.

Students come from all 44 Idaho counties; all 50 states and 76 foreign countries[3], with 3,429 students residing in University housing[4] and the balance making their residences off-campus within the Moscow community or in the surrounding area. The University is also the cultural and recreational center of the community. University sponsored activities, ranging from the world renowned Lionel Hampton Jazz Festival to major intercollegiate athletic events are offered year-round. The Associated Students of the University of Idaho (ASUI) Kibbie Dome, a 17,500 seat student multi-purpose sports and activities complex, attracts sports fans from around the state and region to enjoy these events.

The University and the City have a long-standing and strategic partnership with regards to campus security and law enforcement. The City has provided the University with law enforcement services since the mid-1960s. The current agreement has been in place since 1996, and serves as a model of town-gown collaboration which is the envy of campuses nationwide.

The City of Moscow Police Department is committed to delivering responsive, innovative and courteous service to our citizens, including the students and staff of the University. See MPD 2008 Annual Report, Exhibit 2 and Select 2008 Citizen Survey responses, Exhibit 3. The MPD welcomes and encourages community input and participation as an integral part of law enforcement services provided to the University. The current policing method utilized by the MPD to provide policing services on the University campus is one of the best in the nation. Several major areas make our program unique and successful. Other jurisdictions around the country have inquired about the MPD policing method and indicated their desire to use the MPD model to manage their programs and services.

STATEMENT OF PERSPECTIVE

As noted in the RFP, the City of Moscow and MPD currently provide law enforcement and security services to the University. This relationship dates back to 1966. The University and MPD have worked collaboratively for some 44 years to provide proactive, community based law enforcement services to the University students, faculty and staff.

The City's response to this RFP refers to services and service levels which are currently being provided and which reflect a safe and collaborative academic and social environment for the University students, faculty and staff.

The City of Moscow and MPD stand ready to work with University Administration to provide services which meet the University's expectations and encourage dialogue and discussion to meet that goal.

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[3] *http://www.uidaho.edu/about/universityoverview/fastfacts.aspx*
[4] *University of Idaho - University Housing Representative*

CURRENT SERVICES

One Jurisdiction – Currently, the students and police and University personnel do not have to worry about boundaries and jurisdictional issues. MPD retains jurisdiction of the University campus and the city, so all calls and incidents are responded to and investigated by one agency. Students, faculty and staff do not have to wonder where to go to report crimes, get accident and other reports, and other types of policing service. This eliminates confusion, adds to efficiency and provides better customer service.

Students, faculty, staff and visitors to campus know they will be getting policing services from state certified, commissioned, educated and trained professionals. At some universities, which have their own police department, university representatives may feel pressure to intervene in some circumstances involving high profile cases which may result in ethical questions. At the University of Idaho, administrators may defer all policing questions and are not expected to become involved in policing methods, arrests, investigations or other law enforcement matters. This creates a favorable and friendly non-biased atmosphere on campus regarding safety and security of students as well as the assurance that each case will be treated equally and fairly under the law.

Coverage – Currently, the MPD provides law enforcement coverage of the UI campus at all times. Many times of the day there are three to four officers on campus patrolling, answering calls and performing preventive duties. If the need arises, the entire MPD patrol, detective and administrative staff can and have been on campus providing services as the situation dictates. See MPD organizational chart, Exhibit 4. Under the current arrangement, when this type of additional policing is provided on campus, beyond the annual contract fee, no additional costs are charged to the University. Access to the entire resources of the MPD is a hallmark of the unique and collaborative relationship between the City of Moscow and the University of Idaho.

Special Services – At present, the MPD provides and has available to the University special services over and above what is normally thought of as routine patrol. They include full service animal control, extra bicycle patrol, motorcycle traffic patrol, special response team availability, and riot control trained officers. (In the past, there have been instances of riotous behavior in the form of out-of-control snowball fights and rival living group conflicts involving large fights and instances of significant property damage.)

Other special services include evidence tracking and storage, criminal enterprise tracking through the Joint Terrorism Task Force, Rocky Mountain Information Network, Homeland Security Department, FBI and other agencies. MPD's relationship with these other agencies is designed to provide maximum resources for crime prevention and protection of the University.

The MPD follows a Community Policing model designed to meet the goal of supporting the University's mission to make the campus a safe place for its students to live, learn and socialize in an academic atmosphere. Police officers interact with students by making themselves readily available in a comfortable and informal atmosphere, utilizing foot and bicycle patrols to bring officers into constant personal contact with students, faculty and staff. The MPD maintains a Police Substation on the UI campus which is staffed by the Campus Division Commander (a

MPD Lieutenant) and two Campus Community Policing Officers. In order to promote and support a bond between the students and the community, the positions of Campus Division Commander and Campus Community Policing Officers have no other off-campus supervisory or patrol duties.

Providing educational instruction to student living groups is a major role of Campus Community Policing Officers. These officers meet with fraternities, sororities and resident student groups to provide instruction on topics which cover a comprehensive spectrum of policing and criminal justice. The Campus Division Commander coordinates policing services with all UI colleges and departments as well as serving as a resource to the Offices of Risk Management Office, Dean of Students, and the Associated Students of the University (ASUI). MPD personnel regularly attend University meetings and activities to provide input and support.

The MPD participates in many campus activities designed to promote education and the community policing model, such as "Palouseafest" and other welcoming/orientation activities. These activities provide students and parents information about the University, City of Moscow and the MPD.

The Campus Community Policing Officers work collaboratively with the City's Operations Division Patrol Officers and Services Division Detectives to problem solve areas of concern. One of the premier successes in 2008-2009 addressed the non-reporting of sexual assaults by University students. The MPD and University representatives met with the Latah County Prosecuting Attorney and Alternatives to Violence on the Palouse (ATVP) to change protocols on victim response. These changes have been extremely successful in providing a safe and supportive culture which has encouraged victims to report these crimes. This is one of many positive ways that Community Policing has served to improve the quality of life for University students, faculty, and staff.

Campus Community Policing Officers provide support for the Campus Police Substation and participate in bike and foot patrols. Numerous walk-in inquiries occur daily at the University Commons Substation. The informal and respectful interactions with these types of Community Policing practices are paramount to building mutual trust and promoting positive community/police relations. Campus Community Policing Officers facilitate meetings with various college groups to explain the criminal justice system, including procedures and processes. Scheduled student presentations range from one to two hours in length and cover the following material: weapons safety and responsibility; pedestrian rules and safety; bicycle rules and safety; vehicle rules of the road; alcohol and substance abuse; felony, misdemeanor, and infraction penalties; driving under the influence (DUI); noise limitations; police contact and constitutional rights; crime prevention; personal safety; protect a friend; party buddy responsibilities; designated driver obligations; protection from sexual assault and rape; fighting; and general inquires on other topics of interest. In the past, to meet heightened concerns regarding campus security, Campus Community Policing has included interactive training with colleges and departments in active training sessions and exercises using a hypothetical shooting scenario.

The MPD's popular "Citizen's Police Academy" is offered each year to participants regarding law enforcement and allowing a hands-on and practical educational experience. University faculty, staff and students have participated in the Academy in the past.

The MPD is also proud to be a part of campus life, providing services in support of the living and learning environment of the University. There are many great examples of the close relationship between the MPD and University students, including Palouseafest and the Law Enforcement Special Olympics Torch Run.

During times of economic distress there is a correlating increase in crime rates and catastrophic events. The unemployment rate in Moscow has increased 3% in the last year. The overall increase in the unemployment rate in Idaho is the highest in twenty-one years. Renter occupied housing is 59% in Moscow, compared to a national average of 33%. Local statistics indicate that student age persons represent a large segment of our population of the community. These numbers evidence the need to maintain University and City-wide community policing services as a means of providing consistent and cohesive law enforcement.

A recent research project developed a risk assessment for the City. The initiative behind the project was to develop a community hazard analysis with focus on the high value/high risk occupancies of Moscow. The assessment identified 215 locations/occupancies that were assessed a risk hazard score "significant" or "high risk." Several of these locations and activities are located on the University campus. The University's Hazardous Material Risk Elements survey identified 31 physical locations which had hazmat materials stored, including a Bio-Hazard Level III Facility and chemical, genetic and biological research laboratories. Based on the assessment findings, it is imperative to continue to provide the existing level of policing services on Campus in order to protect the areas listed in the risk analysis.

C. REFERENCES

The following list of references includes individuals and organizations who have worked with the MPD in its capacity of providing services to the University, including collaborative or mutual-aid services:

Name of Person	Ted Weatherly		
Title of Person	Chief of Police, City of Pullman		
Addresses	260 SE Kamiaken, Pullman, WA 99163-0802		
Phone Numbers	509-334-0802	E-mail	ted.weatherly@ci.pullman.wa.us

Name of Person	Bill Gardner		
Title of Person	Chief of Police, Washington State University		
Addresses	PO Box 647300, Pullman, WA 99164-7300		
Phone Numbers	509-335-8548	E-mail	police@wsu.edu

Name of Person	Matt Kurz		
Title of Person	Greek Advisor – Director of Fraternity & Sorority Affairs		
Addresses	PO Box 442431, Moscow, ID 83844-2431		
Phone Numbers	208-885-6757	E-mail	mkurz@uidaho.edu

Name of Person	Kelby Wilson		
Title of Person	ASUI President		
Addresses	875 Line Street, Moscow ID 83844		
Phone Numbers	208-885-6331	E-mail	kwilson@uidaho.edu

Name of Person	Ashley Cochran		
Title of Person	ASUI Vice President		
Addresses	728 Elm Street, Moscow, ID 83843		
Phone Numbers	208-885-6331	E-mail	ashleycochran@vandals.uidaho.edu

Name of Person	Joanne Muneta		
Title of Person	Chair, Latah County Human Rights Task Force		
Addresses	203 S Howard Street, Moscow, ID 83843		
Phone Numbers	208-883-3267	E-mail	jmuneta@uidaho.edu

Name of Person	Ray Gasser		
Title of Person	University Residence Director		
Addresses	PO Box 442010, Moscow, ID 83844-2010		
Phone Numbers	208-885-6571	E-mail	rgasser@uidaho.edu

Name of Person	Bruce Pitman, Ph.D.		
Title of Person	Vice Provost for Student Affairs & Dean of Students		
Addresses	PO Box 442431, Moscow, ID 83844-2431		
Phone Numbers	208-885-6757	E-mail	bpitman@uidaho.edu

Name of Person	Dee Dee Kanikkeberg		
Title of Person	Residence Living Director		
Addresses	PO Box 442010, Moscow, ID 83844-2010		
Phone Numbers	208-885-9768	E-mail	deedeek@uidaho.edu
Name of Person	Jill Smith		
Title of Person	Panhellenic Council President		
Addresses	805 Elm Street, Moscow, ID 83843		
Phone Numbers	208-841-9491	E-mail	jill.smith@vandals.uidaho.edu
Name of Person	Dave Church		
Title of Person	Interfraternity Council President		
Addresses	701 Elm Street, Moscow, ID 83843		
Phone Numbers	208-512-2979	E-mail	dchurch@vandals.uidaho.edu
Name of Person	Rob Spear		
Title of Person	Intercollegiate Athletics Administrator		
Addresses	PO Box 442302, Moscow, ID 83844-2302		
Phone Numbers	208-885-0243	E-mail	rspear@uidaho.edu
Name of Person	Robb Akey		
Title of Person	Head Football Coach		
Addresses	PO Box 442302, Moscow, ID 83844-2302		
Phone Numbers	208-885-0275	E-mail	robba@uidaho.edu
Name of Person	Carl Root		
Title of Person	Parking & Transportation Service Director		
Addresses	PO Box 441201, Moscow, ID 83844-1201		
Phone Numbers	208-885-0298	E-mail	croot@uidaho.edu

D. EXPERIENCE AND SUPPORT

The MPD has more than forty-four years of experience in serving the University and one hundred twenty two years of service attending to the community of Moscow.

The MPD is fully accredited by the Idaho Chiefs of Police Association. The process for accreditation includes peer review as well as intense review of all internal standards for efficient and effective operation of a police agency. The MPD was carefully measured against an established set of standards and met or exceeded accepted practices in the field of law enforcement. The required practices and policies are designed to provide guidelines for best practices and legal mandates resulting in professionalism in all areas of police work. An accredited police department, like an accredited university, insures certain mandated and accepted practices are part of our general operating procedure. The Idaho Chiefs of Police Association accreditation guidelines closely resemble those which have been adopted by the International Association of Campus Law Enforcement Administrators (IACLEA). The MPD has assigned Assistant Chief David Duke as the professional accreditation manager. He recommends and maintains policies and operating procedures in relevant, up-to-date and professional standards.

The Western Regional Institute for Community Orientated Public Safety, (WRICOPS) is an organization that promotes community policing. WRICOPS does periodic organizational assessments of selected departments to gauge the level and effectiveness of community policing programs and to offer suggestions for improvement. The WRICOPS team examined all aspects of MPD's operations related to community policing. Their assessment confirmed that the MPD's primary goal is community policing and this type of service is incorporated into the MPD's values, goals, structure in both internal and external environments. The MPD's community policing style is well suited for a partnership with the University because of its unique emphasis on the areas of crime prevention, education and learning.

The MPD and the City also maintain mutual aid agreements with many local and regional agencies including the Latah County Sheriff's Office, Idaho State Police, Pullman Police Department, Washington State University Police Department, Lewiston Police Department and Whitman County Sheriff's Office.

The MPD has also partnered with the following groups through signed memoranda of understanding for general assistance and specific tasks as outlined below:

- Quad City Drug Task Force (sixteen regional criminal justice agencies): Collaborative policies and procedures for joint narcotics investigation and enforcement as well as area-wide protocols for investigation of peace officer-involved shootings;
- Idaho Department of Health and Welfare (eleven state, county and local agencies and two non-profits): Written protocols for the protection and treatment of mentally ill children and adults;
- Latah County Child Abuse Task Force (multidisciplinary team): Written protocols for child protection with emphasis on responding to abuse or endangerment;

- Latah County Adult Protection (six criminal justice agencies): Written protocols for response and investigation of elderly adult abuse, neglect or exploitation;
- Medical Director for County EMS: Written protocols for the deployment and use of automatic external defibrillators (AED);
- Region II Critical Incident Task Force (twenty law enforcement agencies): Written protocols for response and investigation of peace officer-involved critical incidents;
- Idaho Internet Crimes Against Children (statewide coalition of fifty nine agencies): Written protocols for response and investigation of child pornography and enticement.

The following is a list of professional associations in which the MPD participates to expand knowledge, experience and support include:

(Note: A detailed description of each association and their focus, experience and services is provided in the attached Exhibit 5.)

- International Association of Chiefs of Police (IACP)
- International Association of Campus Law Enforcement Administrators (IACLEA)
- International Narcotics Enforcement Officers Association (INEOA)
- International Conference of Police Chaplains
- Federal Bureau of Investigation National Academy Associates (FBINAA)
- Rural Law Enforcement Technology Center Advisory Council
- High Technology Crime Investigations Association (HTCIA)
- A Child Is Missing Incorporated (ACIM)
- National Tactical Officers Association (NTOA)
- National Emergency Number Association (NENA)
- National Association of School Resource Officers (NASRO)
- National Animal Control Association (NACA)
- Rocky Mountain Information Network (RMIN)
- Law Enforcement Information Exchange (LInX)
- Law Enforcement Bicycle Association (LEBA)
- Washington State Tactical Officers Association (WSTOA)
- Idaho Chiefs of Police Association (ICPA)
- Idaho Peace Officers Standards and Training Council (POST)
- Idaho Internet Crimes Against Children Task Force (ICAC)
- Idaho Peace Officers Association (IPOA)
- Idaho Crime Prevention Association (ICPA)
- Code Enforcement Professionals of Idaho (CEPI)
- Quad-Cities Drug Task Force
- Region II Critical Incident Task Force
- Whitcom Executive Board
- Latah County Human Rights Task Force (LCHRTF)
- Moscow Human Rights Commission
- Latah County Child Abuse Task Force
- Latah County Violence Response Task Force

- Latah County Local Emergency Planning Committee (LEPC)
- Latah County Youth Advocacy Council (LCYAC)
- Volunteers in Police Service (VIPS)
- Latah County Drug/Mental Health Court
- Project ACCESS/Mental Health

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E. Response to Specifications and Proposal Response

The following response addresses specific areas of the University's RFP. The response notes the types and levels of services currently being provided to the University by the City of Moscow and the MPD and that those service levels will be continued or in some cases, modified. As stated throughout this response, the City of Moscow and MPD welcome dialogue and feedback from the University in evaluating and improving services.

3.3.1 Staffing and Training Requirements

Hiring Practices

The City of Moscow Police Department hiring procedure has been developed using professional standards in conjunction with and under the direction of Leslie Moss, Moscow Human Resources Director. The City of Moscow practices equal employment opportunity in all aspects of the employer-employee relationship including recruitment and hiring. Applications for employment are taken on a continuous basis. When a position becomes available, it is advertised and prior applicants are notified and invited to test for the position, using a nationally written standardized test. Qualifications for an officer position include having any combination equivalent to the completion of 60 hours of college course work including courses in law enforcement, and/or two (2) years of law enforcement experience in a department the same size or larger than the MPD. Those who successfully complete the standardized test are then invited to interview and an offer of employment is made to the most qualified candidate. As noted in the following outline, a rigorous background evaluation is also required in addition to a valid driver's license. The applicant must also be qualified to complete basic certification through the Idaho Peace Officers Standards and Training Council (POST).

After meeting the above criteria, candidates must also pass each of the following:

- Two oral interview boards
- Polygraph examination
- Physical agility and strength test
- Battery of psychological tests
- Medical evaluation including, hearing and vision tests
- Drug screen
- Comprehensive background evaluations including job history, schooling, any contacts with law enforcement and moral and ethical considerations
- 10 week POST Academy training
- 16 weeks of field training and evaluations
- 12 months of continued evaluation and probation

Staffing

As noted in the prior Background and History section, the MPD currently provides general coverage of the University campus at all times; 24 hours per day, 7 days per week, 365 days per year (24/7/365). This model of "level of service" coverage provides optimal and maximum resources to the University that otherwise would not be possible. Although MPD assigns a Campus Division Commander and two Campus Community Policing Officers exclusively to campus, many times during the day there are up to three or four additional officers on campus patrolling, answering calls and performing crime prevention duties. If the need arises, the entire MPD patrol, detective and administrative staff is available to be on campus to meet the need.

Fire and elevator alarms are currently monitored and are expected to continue to be monitored and dispatched through the Whitcom Regional Dispatch (Whitcom) service. Access security and alarms are currently managed through private contractors that report alarm calls to Whitcom as well. Environmental systems are also anticipated to be monitored by private contractors.

The MPD enthusiastically invites University feedback and participation in the review of the performance of MPD personnel providing services to the University community. Selection and assignment of MPD personnel must be in accordance with established City personnel policies. The City, with the participation of University representatives, will address issues of unsatisfactory performance by MPD staff.

Training

The MPD currently provides comprehensive training of both commissioned and non-commissioned personnel in all aspects of law enforcement. This includes emphasis on community policing and in the following areas which assist in the comprehensive security of the University and the community:

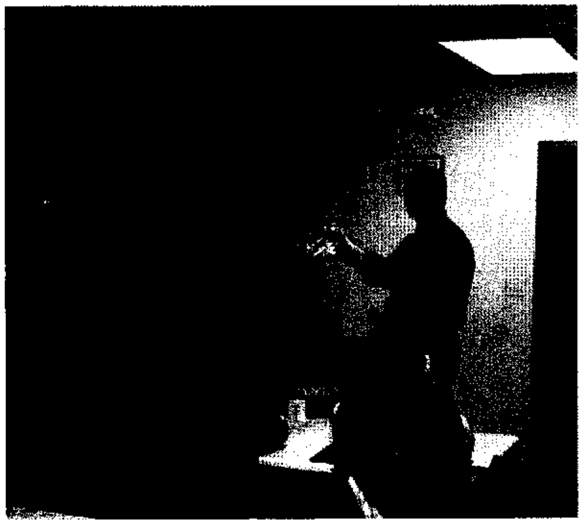
- Best practices training in the areas of sexual assault protocols and investigations, crime prevention and services to non-English speaking and diverse populations;
- Joint agency exercises, coordinated with the University Emergency and Security Services Officer that fosters a comprehensive response by all law enforcement personnel and University staff to respond effectively to emergency situations;
- Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

See attached MPD certifications and Education, Exhibit 6.
The following is an outline of specific and detailed training requirements if the MPD to include implementation of policy and procedures.

Orientation Training

Provides new employees knowledge and understanding of the following prior to duty assignment:

- Position and job descriptions
- Organizational structure and the chain of command
- Department operational policies and procedures
- Layout and organization of the Department's jurisdictional
- Department's legal basis and scope of authority



- General orientation training to familiarize them City Operation
- City and MPD Policy and Procedure Manual
- Prior to assuming law enforcement duties, all officers will take our "Oath of Office" administered by the City Clerk, swearing to uphold and defend the United States Constitution, the Constitution and laws of the State of Idaho, and to enforce the City ordinances

Basic Training Academy
Prescribed by Peace Officer Standards and Training (POST) Council to applicable employees prior to their assuming any independent law enforcement duties or responsibilities.

Minimum Training Hours for P.O.S.T Certification
All sworn officers are required to complete a minimum of forty (40) hours of training every two (2) years as required by the POST. This training includes a variety of topics including:

- Traffic enforcement
- University relations
- Sexual assault training
- Crowd control
- Appropriate Response/Use of force
- Investigation techniques
- Computer crimes
- Diversity training
- Report writing
- Communication training
- Drug training
- Prevention techniques
- First aid, including CPR resuscitation

Field and Preparatory Training
The training provided to newly hired, promoted or transferred employees is a continuation of the selection process and emphasis is placed on developing the knowledge, skills and abilities necessary to successfully conduct specific job assignments. This training continues until the employee has satisfactorily demonstrated the ability to perform all routine aspects of the particular job or assignment. Sworn officers must successfully complete the Department's FTO (Field Training Officer) Program prior to being assigned normal work duties.

On the Job Training
It is the responsibility of all MPD employees to share with other employees the skills and knowledge necessary to perform their duties. Supervisory and command officers of all ranks have the responsibility to train subordinates to perform assigned tasks and to familiarize them with their job responsibilities. This training is ongoing throughout an officer's career with MPD.

Roll-Call Training
The Training Officer establishes a roll call training program for the Department. The main goal of this training is to keep employees apprised of changes in the law, policies, procedures and other Department matters.

Supervisory officers assigned to the shift conduct Roll Call Training. Supervisors ensure that all personnel receive training and that personnel absent from roll call sessions receive the same instructions at a later date. Personnel are tested based on lesson plans developed by the distributor of the subject matter of the Roll Call Training.

In-Service Training
Provides employees with continuous and on-going instruction designed to enhance, refresh and update job-related knowledge, skills and abilities.

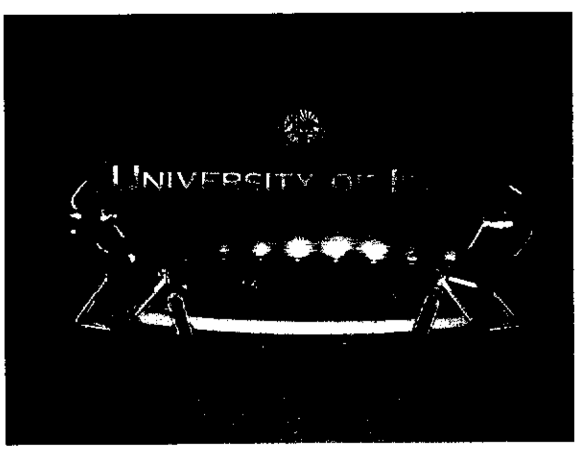
Specialized Training
All Department employees are encouraged to apply for specialized training.

First Responder Exercise Training
The MPD collaborates with regional agencies to conduct joint exercises in emergency response and mutual aid. A command staff member represents the MPD on the Latah Local Emergency Preparedness Committee. Current partners, in which the Department performs joint exercises with, outside the law enforcement discipline, include the Moscow Volunteer Fire Department, University, Latah County Disaster Services, Idaho Bureau of Homeland Security, Gritman Medical Center and the Moscow School District.

All sworn officers are required to be trained in the Incident Command System (ICS) and to be compliant with the National Incident Management System (NIMS).

An MPD command officer assists with training local Citizen Emergency Response Teams (CERT) through Latah County Disaster Services. This training helps community members prepare themselves, family members, and assist first responders during disasters.

Each year, during budget preparation, the MPD conducts a needs assessment of personnel and prepares a training program for specific schools or conferences. As staff and funding allows personnel will be assigned to these specialized educational opportunities.



3.3.2 Vehicles and Equipment
The MPD employs the use of ten (10) clearly identifiable patrol cars, two (2) motorcycles, eight (8) bicycles (season and weather permitting), two (2) UTVs (Utility Vehicle) and three (3) unmarked detective vehicles. All of these vehicles are available and used on the University campus on a daily basis and would be available to meet the services contemplated by the RFP.

The following personal and safety equipment is furnished to each officer of the MPD:

Short Sleeved Shirts	Long Sleeved Shirts and Ties	Uniform Pants
Winter Coat	Ballistic Vest	Name Tag with Years of Service
Winter Hat	Equipment Bag	Winter/Summer Gloves
Shoes/Boots	Flashlight/Orange Cone	Note/Report Writing Holder
O.C. Spray/Holder	Holster	Handcuffs, Case, Pouch, Key
Duty Belt	Ammunition Pouch	Belt Keepers
Duty Ammunition	Service Weapon/Magazines	Portable Radio and Holder
Asp Holder	Traffic Vest	Citation Holder

In addition to the above, each patrol car is equipped with the following:

Shotgun/Rifle	Ammunition	Video Camera
Fire Extinguisher	Flashlight with Wand	Radar/Tuning Fork
First Aid Kit	Airway	Roller Measure – 100/25 feet
Anchor Weight	Traffic Cones	Flares/Turbo Flares
Crime Scene Tape	Bicycle Cable/Lock	Blanket
Marking Chalk	Marking Paint	Traffic Vest
Fingerprint kit	Pathogen kit	Flex cuffs
Hobbles	Hand Cleaner	Child's Toy
Air Taser	Traffic Stop/Slow Sign	Automatic External Defibrillator
Cell Phone	Spike Strips	

3.3.3 Communications

The City of Moscow currently provides emergency E-911 and dispatch services through Whitcom, the regional emergency dispatch center located in Pullman, Washington, eight miles to the west of Moscow and the University. The City's contract with Whitcom extends through 2015 providing efficiency and predictability of service and cost. See Agreement for E911 services and Complete Dispatch Services, Exhibit 7. Whitcom has provided excellent service to the City and has proven their timely, accurate and reliable communication services in all areas with the University.

The City's association with Whitcom regional emergency communications center allows access for the City and MPD to state of the art technology in communication equipment at a significant savings to the community and University.

Through the City Agreement, Whitcom provides the following services to MPD and the University:

Emergency Dispatch Services

- 911 call taking;
- Trained personnel who are able to triage assistance needed for a multiplicity of events, maintaining national standards for patient or victim safety with to first responder safety;
- Personnel complying with required mandatory training for local, state and federal certifications and access;

- Non-emergency call taking and with customer service;
- Public information dissemination;
- Immediate dispatch of law, fire, EMS first responders;
- Track suspects through the region via secure databases not available to the public;
- Entry and removal of warrants, protection orders, and other federal, state and local paperwork and statistical gathering;
- Ability to locate stolen or missing items via NCIC, not available to the public or private firms, requiring security clearance;
- 911 Call routing and call transfer based on caller's location.

Specialized Services

- Access to searchable secure databases which are available only to law enforcement agencies;
- Monitoring of University fire and elevator alarms;
- University after hours call out service;
- Providing specialized instructions to secure callers;
- Contact protocol for major and HazMat incidents, ability to resource additional emergency personnel if needed;
- Trained, certified EMD/EFD call takers who are able to assist with CPR/choking/childbirth until EMS arrives on scene, which is critical to patient stability;
- Recorded phone/radio traffic;
- Time stamped recording of unit and incident activity, which can be vital in a critical incident scenario;
- Paperless, searchable documentation of criminal and non-criminal activity on campus;
- Automated Number Identification (ANI)/Automatic Location Identification (ALI) information if person is unable to talk the system identifies their location (including two phase coordinates to plot on our map);
- Premise contact files that give detailed information for Fire Department (locations of detectors, keys for building, etc) and Law Enforcement (codes to access parts of building, responsible party information, and list of site specific issues);
- Mapping system – Layered that gives very detailed information right down to fire hydrant locations.

Emergency Operations Center

Whitcom is also the regional Emergency Operations Center (EOC) serving the same region noted above. This center provides enhanced interoperable communications and operations capabilities to the region. The center serves as the backup emergency communications for law enforcement mobilization plans in the area serving both the University and Washington State University, including special events, and a regional airport.

This secure facility contains all electronics, radio and communications equipment, and all necessary components of a modern EOC and is fully self-sustainable for seventy two (72) hours. The shared resource facility is set up for use by over fifty (50) fire, EMS and law enforcement districts in all jurisdictions served.

The Whitcom facility is approximately five thousand eight hundred (5,800) square feet in size with a cost of four million thirty two thousand two hundred forty seven ($4,032,247) to build and equip.

Advancements in Technology/Service

Whitcom is also preparing to move towards the Next Generation 911 concept. The project is currently being tested by the United States Department of Transportation Intelligent Transportation Joint Program Office. The objectives of the NG911 concept are test selected requirements including:

- The ability of dispatch centers to receive voice, video, text (IM, SMS) and data;
- Improving 911 access for deaf/hearing-impaired (e.g., Video Relay Services, text messaging);
- Caller's location identification for Voice over Internet Protocol (VoIP) 911 calls;
- Transmission of telematics data directly to the PSAP (Advanced Automatic Crash Notification) like crash location, speed, vehicular rollover, crash velocity;
- Internet Protocol (IP) networking and security.

Quality Control/Customer Service

Each month surveys are sent out to individuals who have received law enforcement services requesting feedback and critique of those services, including dispatch response and call handling. Past survey responses have rarely been negative, however suggestions for improvements are noted and Whitcom has been willing to make alterations as necessary to better serve our University community.

3.3.4 Reports, Analysis, Planning

Reports

The MPD will provide statistics and reports as requested and required for the University to be compliant with Clery Act mandates. MPD's reporting process is and will continue to be in an electronic format which complies with the Clery Act and any future updates to the Act. Daily logs will be available to the University's Emergency and Security Services Officer in accordance with any Clery act provisions. Confidential material will be maintained according to law.

As previously noted, the MPD will provide, in consultation with the University's Emergency and Security Services Officer and Office of the Dean of Students, an annual security and/or law enforcement plan that lists actions designed to meet the expectations of the University. Results of actions taken under the plan will be reported annually at the time of the annual contract negotiation. The plan also may be used for guidance and information to the University in loss prevention, mitigation and response.

The MPD will work with University officials to develop and implement a weekly risk analysis report as requested.

Statistical Gathering and Analysis

The MPD collects statistics in accordance with national, state, and accepted law enforcement standards. Statistics are variable depending on the information collected, methods used and definitional standards. Information and statistics dealing with crimes are defined by state statues, national crime information standards and City codes. Statistics dealing with such things as calls for service, crime prevention activities, student talks, sexual assault prevention activities, citizen contacts and service type of assistance not related to actual crime control are all areas with disparate, non-standard reporting criteria. MPD statistics which address areas other than crime control should only be compared with other university police departments with careful consideration of information being compared, methodology used, and definitional alignment of data.

3.3.5 Law Enforcement at University Events

Currently, the MPD provides services for special events as requested. If the staffing needs exceed on-duty staff available, additional personnel is provided at set hourly rates. In responding to this RFP, the MPD proposes providing law enforcement at University events as follows, with the intent that additional personnel beyond the minimum levels proposed would be billed at the set hourly rate for staff and commanders. See the costs section of this response for rates.

- Winter and spring commencements – The MPD will provide law enforcement staff for winter and spring commencement activities. The number of personnel will be determined pursuant to discussions with University and MPD Administration prior to the event. If resources are required beyond those of the MPD it is anticipated that the University would be responsible for the cost of such outside services.

- Home football and basketball games – The MPD will provide up to fourteen law enforcement personnel (including command staff) for each home football game and two law enforcement personnel for each home basketball game. If resources are required beyond these staffing levels, it is anticipated that the University would be responsible for the cost of additional staff or outside services.

- Visits by dignitaries; state, local and federal officials; and Idaho State Board of Education meetings – Due to the varied services that may be required for these visits and meetings, the MPD will provide up to three on duty law enforcement personnel for such activities. If resources are required beyond these staffing levels, it is anticipated that the University would be responsible for the cost of additional staff or outside services.

- Three "special emphasis" patrols a week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually – The MPD shall provide three special emphasis patrols, each up to one week in duration per year. It is anticipated that the nature of such special emphasis patrols would be agreed upon by the University and the MPD prior to implementation.

3.3.6 Comprehensive Security and Law Enforcement Functions

Patrol of campus and perimeter of campus (24/7/365)
At full staff MPD has 22 patrol positions including 3 sergeants, 4 corporals and 15 patrol officers to handle calls for service. Patrol currently works the following shifts in order to providing continuous, around-the-clock service.

Daily scheduled patrol shifts are 7:00 a.m. to 5:00 p.m.; 5:00 p.m. to 3:00 a.m.; and 9:00 p.m. to 7:00 a.m. with a *minimum* staffing expectation of three (3) officers per shift. The MPD incorporates two additional Campus Community Policing Officers and a Campus Division Commander Lieutenant specifically for the University community. The Campus Community Officers are not in the general call rotation and only handle calls for service on campus. When the Campus Policing Officers are not on duty, general MPD patrol officers handle the calls. The Lieutenant assigned as Campus Division Commander acts as a liaison between the MPD and the University in coordination of police services. Administrative oversight of the Campus Division is also maintained by Chief of Police Dan Weaver and Assistant Chief of Police David Duke.

Patrol officers routinely provide perimeter and security checks on buildings and grounds within the University boundaries. Officers also walk through residence halls providing a sense of safety and security to residence and staff. In 2009, officers provided 278 perimeter and security checks throughout the year and residence hall walk-through's once a week during the academic year. These activities are in addition to services provided by Campus Community Policing Officers during regular shifts.

Detectives/Administration/Support
In addition to the Patrol Staff indicated above, the MPD Command Staff includes the Chief of Police, Assistant Chief of Police and 2 Lieutenants (including the Campus Division Commander). Other personnel providing services to the University include an Administrative Sergeant, Detective Sergeant, 3 Detective Corporals (including Narcotics Detective Corporal), Crime Prevention Officer, Records staff (including Records Supervisor and 2 Records Technicians) and Property/Evidence Manager.

Patrols to include bike, foot and vehicle
University patrols will be conducted by patrol car, UTV (Utility Terrain Vehicle), motorcycle, bicycle and foot.

Interaction with Whitcom Dispatch
The City and MPD have a current contract with Whitcom for provision of E911 and emergency dispatch services as explained earlier in this proposal. Those services will continue into the future, at least through the term of the current contract (2015).

Reports, analysis, planning
MPD administration and personnel review calls on a daily basis, compiling statistics and conducting analysis in order to adequately prepare and plan for events.

Operation of University Substation
Currently, the Campus Community Police Officers, with equipment provided by the MPD, operate from the substation in the Campus Commons building. MPD personnel will continue to staff a campus substation as requested.

Operation of gun locker
MPD currently operates the UI gun locker for students to check and securely store private weapons. The locker is located in the basement of the University building located at 3rd and Line. The MPD will continue to operate the gun locker as requested.

Parking Services
As noted in the RFP, the City of Moscow and the University have entered into an agreement for parking services relating to permits and timed parking on public streets. That agreement is in force until 2013. See Memorandum of Understanding for City/University Parking Program, Exhibit 8.

MPD currently enforces on street parking violations and designated handicap space parking violations throughout the City, including the University. Handicap parking space violations are towed immediately. General on-campus parking regulations are subject to an agreement between the City and the University. It is anticipated that MPD will continue to provide current levels of parking enforcement for on-street and designated handicap parking violations.

Participation in emergency communications
All MPD administrative personnel currently participate in the University's emergency notification system. It is anticipated that MPD administrative personnel will continue to participate in this emergency notification system as requested.

Monitoring and response to fire, medical and University alarm calls
Fire and elevator alarms are currently monitored and dispatched through Whitcom. To the best of MPD's knowledge, access/security panic alarms and environmental alarms are monitored through private contractor(s) and that contractor then calls Whitcom. The MPD's current role is to provide support as requested. It is anticipated that MPD will continue to provide support for the current level of service as dispatched through Whitcom for fire, elevator, panic and environmental alarms as requested. The City of Moscow Volunteer Fire Department and Volunteer Ambulance Company provide additional response.

Response to civil/security standby
Presently, the MPD routinely responds to civil/security standbys for the University. It is anticipated that MPD will continue to provide civil/security standbys as requested.

Investigation and follow-up of all crimes not assigned to Detectives
Currently, all reported crimes are investigated by assigned MPD officers. As necessary, individual cases are evaluated and assigned to the Detective Division of the MPD. It is anticipated that MPD will continue to assign investigation of crimes in accordance with established law enforcement standards and procedures.

Implement proactive theft deterrent systems such as VARDA and TRL
VARDA and TRL are proprietary examples of portable alarm systems intended to warn and detect potential criminal activity, typically in high risk scenarios. MPD currently has a VARDA alarm system and deploys this system according to established procedures, including the nature of the crime. MPD has used this system in the past in various cases occurring on the University campus. The MPD will continue to utilize the VARDA and other surveillance systems with established law enforcement standards and procedures as requested.

Building security surveys
All MPD officers are encouraged to report unsafe or potential security risk issues. MPD will continue to report unsafe or potential security risk issues to University representatives as requested. (Note: The MPD has retained the services of an outside civilian technical reserve officer who has received specialized training in building security and provides fee based building survey services. The services of the technical reserve officer for building survey services may be negotiated separately by the University.) If the University desires those services to be included in services provided by MPD, this is possible, however the additional cost of those services will have to be negotiated.

Crime prevention presentation
The MPD currently provides new student orientations and awareness/prevention presentations in the following areas: alcohol/drug awareness, rape and sexual assault, theft prevention, bike safety and registration, crime reporting and other areas as requested. These presentations are encouraged for all University faculty, staff and students. MPD officers address incoming freshman during orientation for new University students. More than thirty six (36) presentations were given in 2009. It is anticipated that the MPD will continue to provide new student orientations and awareness/prevention presentations at current or enhanced levels as requested.

Escorts
Currently, escorts are provided on an extremely limited basis depending upon the nature and need of the escort request. MPD officers are encouraged to assess each situation and to provide for the safety of the requestor. For purposes of officer safety and risk management, individuals are not provided rides home, but rather the officer assists in identifying safe alternatives. The MPD intends to continue this practice as requested.

Lock-outs
At present, the MPD refers non-emergency lock-outs to local locksmiths. The practice of local locksmiths is to unlock a vehicle in the event of an emergency free of charge. Because of the technical difficulties of unlocking newer vehicles without proper training and equipment, the MPD does not provide lockout service for vehicles. The MPD will provide assistance as requested when a safety issue arises or if an individual is in danger.

Child safety-seat installation/inspection
The MPD has personnel trained and experienced in child safety restraint systems and provides that service upon request. The MPD is a primary participant in the annual Kids' Safety Fair, which emphasizes safety, awareness and risk prevention.

Detectives
MPD has a Detective Unit consisting of a Detective Sergeant and three Detective Corporals, including a Narcotics Detective Corporal. The Detective Unit provides investigative services to the University. MPD is a member of the Quad Cities Drug Task Force and actively participates in the investigation of drug crimes in cooperation with regional law enforcement agencies.

Victim Witness Services
These services are coordinated through the Latah County Prosecutor's office on felony cases. Misdemeanor cases involving students are coordinated through the Dean of Students Office using the Violence Prevention Coordinator.

Legal Services
All felony and juvenile prosecution services are handled through the Latah County Prosecutor's Office. Misdemeanor prosecution is conducted by the City Prosecutor's Office. Other MPD related legal matters are handled by the Moscow City Attorney's office.

Narcotics Unit
The MPD Detective Unit, as noted in a previous section, has a designated Narcotics Detective Corporal, providing additional expertise and resources for drug enforcement.

Records
MPD employs a records system designed to comply with legal requirements of the justice system. The MPD Records Supervisor works in conjunction with the University to comply with the mandates of the Clery Act.

Crime Analysis Unit
MPD officers review crime analysis information daily at briefing meetings and analysis is a function of the entire department. Reports are reviewed daily and discussed by MPD administration and the Prosecuting Attorney's offices. All patrol supervisors are responsible for tracking and planning in order to address crime trends.

Crime Lab/Evidence processing and storage
MPD collects and stores all evidence pertaining to a criminal act in a manner which meets the requirements of the justice system. Evidence is submitted to the Idaho State Crime Lab for processing and can only be submitted for processing by a Law Enforcement Agency.

Tactical team for emergency situations/negotiations team for emergency situations
MPD maintains a tactical team comprised of qualified personnel who have received specialized training in tactical response. The team consists of an entry unit, sniper unit, and hostage negotiations unit.

Selected traffic enforcement patrol

MPD currently has one officer dedicated to traffic enforcement. That officer also coordinates with the Idaho Department of Transportation to participate with state-wide enforcement programs which include seatbelt emphasis, aggressive driving, and pedestrian safety and impaired driving campaigns.

Canine services – patrol/tracking, narcotic, bomb/explosives

At this time, MPD does not have a dedicated canine unit. When the need arises, MPD utilizes the assets of other agencies to assist in these areas. Latah County provides dogs trained in narcotics detection and the Spokane Police and other regional agencies have dogs trained in bombs/explosives. These outside resources are available upon request.

Vehicle maintenance

The City of Moscow's Fleet Department performs maintenance on all City owned vehicles, including all MPD vehicles.

Information systems

The City of Moscow currently has an Information Systems (IS) Department providing service to all City departments including MPD. The Campus Division, operating from the Campus Commons building, uses three telephones, three personal and networked computers and two printers that are maintained by the City IS Department.

Special Note: An agreement between the University and the MPD is not to be construed in any way to limit the authority of the City and the MPD to police any and all areas of University property and buildings within the City limits of Moscow. Likewise, the City of Moscow and MPD's policing authority will not be abrogated to any security firm or other entity.

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E. COSTS

Components and features to be delivered are listed in the table below. Due to current City of Moscow pay practices and schedules and anticipated step and grade increases in salaries for officers, a 3.5% annual increase has been included for the Personal Services line item. See City of Moscow Step and Grade System, Fiscal Year 2008-2009, Exhibit 9. All other items have been factored for 5 years with a 3% annual increase based on anticipated Consumer Price Index (CPI) rates. Years are in accordance with the City's fiscal year of October 1 through September 30. Call out specific services that might lead to overtime. Items not included in this table are to be billed at the standard overtime rate of $36/hour per officer, and $48/hour per commanding officer.

	2011	2012	2013	2014	2015
Personal Services					
Full-Time Wages	676,450	696,744	717,646	739,175	761,350
Overtime	60,000	61,800	63,654	65,564	67,531
FICA Taxes	56,400	58,092	59,835	61,630	63,479
PERSI (State Retirement)	80,150	82,555	85,031	87,582	90,210
Unemployment Insurance	2,210	2,276	2,345	2,415	2,487
Workman's Compensation	28,110	28,953	29,822	30,717	31,638
Health & Accident Insurance	112,980	116,369	119,860	123,456	127,160
Life Insurance	3,650	3,760	3,872	3,988	4,108
Subtotal	**1,019,950**	**1,050,549**	**1,082,065**	**1,114,527**	**1,147,963**
Contractual					
Liability Insurance (Police)	19,740	20,332	20,942	21,570	22,218
Subtotal	**19,740**	**20,332**	**20,942**	**21,570**	**22,218**
Commodities					
Uniform Expense	9,476	9,760	10,053	10,355	10,665
Uniform Cleaning	3,420	3,522	3,628	3,737	3,849
Department Supplies	4,429	4,562	4,699	4,840	4,985
Travel & Meetings	5,871	6,047	6,229	6,415	6,608
Dues, Subscriptions & Membership	618	637	656	675	696
Personnel Training	11,700	12,051	12,413	12,785	13,168
Telephones	1,236	1,273	1,311	1,351	1,391
Rental Equip Teletype	2,961	3,050	3,142	3,236	3,333
Repairs & Maintenance	3,219	3,315	3,415	3,517	3,623
Firearms Program	5,263	5,421	5,584	5,751	5,924
Misc Recruitment Expense	2,163	2,228	2,295	2,364	2,434
Minor Equipment	6,180	6,365	6,556	6,753	6,956
Subtotal	**56,536**	**58,232**	**59,979**	**61,778**	**63,632**
Capital Outlay					
Automotive Equipment	20,000	20,600	21,218	21,855	22,510
Subtotal	**20,000**	**20,600**	**21,218**	**21,855**	**22,510**
Other Services					
Information Services	16,068	16,550	17,047	17,558	18,085
Fleet Services - Vehicle Supplies	12,499	12,874	13,260	13,658	14,068
Fleet Services - Vehicle R&M	34,201	35,227	36,284	37,373	38,494
Subtotal	**62,768**	**64,651**	**66,591**	**68,589**	**70,646**
Dispatch Services	**86,315**	**88,904**	**91,572**	**94,319**	**97,148**
Total Costs	**1,265,309**	**1,303,268**	**1,342,366**	**1,382,637**	**1,424,117**

Costs included in this table are all ongoing costs from year to year. All equipment prices are stated as FOB: University of Idaho. Specific items for each component include the following:

- Personal Services
  - Full-Time Wages
  - Overtime
  - FICA Taxes
  - PERSI (State Retirement)
  - Unemployment Insurance
  - Workman's Compensation
  - Health and Accident Insurance
  - Life Insurance
- Contractual
  - Liability Insurance
- Commodities
  - Uniform Expense
  - Uniform Cleaning
  - Department Supplies
  - Travel and Meetings
  - Dues, Subscriptions and Membership
  - Personnel Training
- Commodities Continued...
  - Telephones
  - Rental Equip Teletype
  - Repairs and Maintenance
  - Firearms Program
  - Miscellaneous Recruitment Expense
  - Minor Equipment
- Capital Outlay
  - Automotive Equipment
  - Purchase of vehicle every other year
- Information Services and Fleet
  - Information Services
  - Fleet Services
    - Vehicle Support
    - Vehicle Repair and Maintenance
- Dispatch Services
  - Whitcom Dispatch Services

DETAILED MPD CAMPUS BUDGET INFORMATION

Full Time Wages	Salaries for Police Campus division personnel, including a Lieutenant, 2 Sergeants, 2 Corporals and 6 Officers. This item also includes: 1. **Shift Differential** Officers working third shift receive \$50.00 a pay period (\$0.93 an hour) as an incentive. Officers working the evening shift receive a \$25.00 a pay period (\$0.47 an hour) incentive allowance. 2. **Field Training Officer Pay Incentive** Training recruits requires additional resources for officers selected to train. To supplement the extra requirements placed while training, officers will receive \$20.00 each 10-hour day they train. 3. **Specialty Pay** Officers assigned to SRT, Riot Team, motorcycle and bicycle duties receive an additional benefit	676,450

Overtime	This line includes overtime expense for Police Campus Division Personnel. Overtime is paid to officers when the officer is required to work past regular duty hours to complete necessary reports, handle calls or any of the other situations listed below. 1. Off-Duty officers called in to work: a. To cover shift work when minimum staffing levels are not met. b. Responding to major incidents requiring additional officers. c. Incidents that require specialized personnel to respond. d. Participate in mandatory or prearranged training requirements. e. Work special events or emphasis patrols. 2. Testify in court or meet with the prosecutor when they are not scheduled to work. 3. Officers working holidays. 4. Officers assigned to teach at the annual Citizens Police Academy 5. Representing the department on City approved committees	67,531
FICA Taxes	This line includes social security for Police Campus Division personnel.	63,479
PERSI (State retirement)	This line includes PERSI payments for Police Campus Division personnel.	90,210
Unemployment Insurance	This is the Campus Division's portion of unemployment insurance.	2,487
Workman's Compensation	This line includes worker's compensation payments.	31,638
Health & Accident Insurance	This line includes health insurance payments for Police Campus Division personnel. Numbers provided by the Finance Department.	127,160
Life Insurance	This line includes life insurance payments Police Campus Division personnel.	4,108
Liability Insurance	Annual insurance premium for property, general liability, errors and omissions, auto and uninsured motorists and crime.	22,218
Uniform Expense	This line includes uniform expense for officers assigned to campus and for new officers who replace those who resign within the Police Campus Division.	10,665
Uniform Cleaning	This line includes uniform cleaning of those assigned to the Police Campus Division.	3,849

Department Supplies	This line includes supplies needed to operate the Police Campus Division including activity logs, compact disks, patrol forms, business cards, FTO supplies, keys, film, coffee, uniform citations, code books, batteries, road chalk, flares, cleaning wipes, etc.	4,985
Travel & Meetings	This line includes travel and meetings required of Police Campus Division personnel.	6,608
Dues, Subscriptions & Memberships	This line includes memberships in professional organizations which assist in staying current with technology and innovations in campus crime control trends and campus related prevention programs. It covers such publications as the Chronicle of Higher Education, IACLEA memberships, and other relevant dues and subscriptions.	696
Personnel Training	This line includes training of Police Campus Division personnel.	13,168
Telephones	This line includes costs of cell phones for the Police Campus Division.	1,391
Rental and Equipment (Teletype)	This line includes proportionate teletype rental expense. For FY10 the City will be billed $13,125 for ILETS access and user privileges.	3,333
Repairs and Maintenance	This line includes maintenance of radios and radio equipment.	3,623
Firearms Program	The MPD purchases ammunition for patrol, qualification, and to familiarize employees on all weapon systems. This line item also purchases cleaning supplies for weapons, replacement parts, target stands and backings, replacement weapons, and other equipment for firearms training. This line pays the Police Campus Division portion of firearms expenditures.	5,924
Recruitment Expense	Expenses related to recruitment and selection of new employees within the Police Campus Division.	2,434
Minor Equipment	Minor equipment needed to operate the Police Campus Division such as the purchase of less lethal equipment needed for tactical response and other equipment for campus.	6,956
Automotive Equipment	The Police Campus Division has purchased one patrol vehicle every two years. This line item represents ½ of the expense of a new patrol car.	22,510
Information Systems Services	Annual charge for Information System Services.	18,085

Fleet Services Supplies	Vehicle charges for fuel. In accordance with the sustainability program, city diesel vehicles and diesel equipment use 20% bio-diesel fuel in the summer and 5% bio-diesel fuel in the winter months. Fleet management continues to investigate other avenues to use less fuel.	14,068
Fleet Services R&M	Vehicle charges for repair and maintenance.	38,494
Dispatch Services	Proportionate share of cost of dispatch services provided through Whitcom contract. Total cost of contract will be $450,000 in FY2011.	

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F. PROPOSER EXCEPTIONS

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS.

6-3 TERMINATION FOR CONVENIENCE

Because of annual budgets and operational issues, CITY cannot agree to this Section as written. CITY could agree to a one (1) year written notice prior to any termination of this Agreement.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

CITY cannot agree to this Section as written. CITY could agree to provide the University, at any time when requested, properly authenticated documents or other satisfactory proofs as to compliance with such requirements of this Agreement except for those documents exempt from disclosure pursuant to the Idaho Public Records Law or other State or Federal law or regulation.

6-14 APPROPRIATIONS CLAUSE

CITY cannot agree to this Section as written. CITY could agree to 6-14 Appropriations Clause Section if the second sentence is expanded to include monies other than only those appropriated by the State of Idaho if there are other non-State of Idaho monies available to pay for the services rendered by CITY.

6-27 NO JOINT VENTURE

CITY cannot agree to this Section as written. CITY could agree to language as follows: Nothing contained in this Agreement shall be construed as creating a joint venture or partnership relationship between the parties.

6-31 UNIVERSITY'S RULES, REGULATIONS AND INSTRUCTIONS

CITY cannot agree to this Section as written. CITY cannot allow the University to make final employment decisions for City of Moscow employees. Such employees are governed, in part, by City of Moscow Personnel Policies and Guidelines and by the Policy and Procedure Manual of the Moscow Police Department (if the relevant employee is a Moscow Police Department employee). CITY agrees to accept the University's input regarding City employees, as such input relates to CITY compliance with the Agreement.

SECTION 7 - INDEMNITY, RISK OF LOSS, INSURANCE

7-2 INDEMNIFICATION

CITY cannot agree to this Section as written. CITY could agree to the following:
CITY shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of CITY, or any of its agents, subcontractors, employees, invitees or guests. CITY, upon notice from University, shall defend University at CITY's expense by counsel reasonably satisfactory to University.

7-3 INSURANCE

CITY cannot agree to this Section as written. The City of Moscow, Idaho is a municipal corporation established by the Constitution of the State of Idaho with delegated authority from the Constitution and State Code. The City currently has insurance through the Idaho Counties Risk Management Program (ICRMP), an insurance cooperative providing property and casualty loss for protection of Idaho local governments, including cities. ICRMP is a member-owned local government risk pool operating under the provisions of the Idaho Insurance Code.

It is the position of ICRMP that governmental entities, including the CITY, do not have a lawful authority to purchase insurance on behalf of "private parties", such as the University of Idaho; however, ICRMP can provide a certificate of insurance to the University in the form attached.

CITY is of the opinion that the coverages provided to the CITY by ICRMP are equivalent to those coverages required by the University's RFP. ICRMP also purchases a yearly twenty million dollar ($20,000,000) excess insurance policy for its entire membership, which includes the CITY. A copy of the ICRMP position on listing the University as an "additional insured" is attached. Additionally, a sample of a certificate of insurance which can be provided by MPD, pursuant to this Agreement, is attached.

SHERY HARMON
MEMBER SERVICES

January 8, 2010

University of Idaho

RE: City of Moscow – Certificate Request

I am summarizing ICRMP's position regarding additional insured language on our certificates of insurance.

As outlined, the member referenced above is a governmental entity within the State of Idaho. Idaho Code § 6-923 allows for political subdivisions to purchase insurance for "themselves and their employees." This is also specifically prohibited by the Idaho Constitution Article VIII, Section 4:

> No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

Governmental entities do not have the lawful authority to purchase insurance on behalf of private parties, such as University of Idaho.

Even though we cannot use the terminology of "additional insured", we can provide you with a Certificate of Insurance, which shows that there is insurance on the property and that we will accept a tender of your defense if you are named party to a lawsuit solely because of your relationship with this member and not as a result of your own conduct.

I hope this information will better explain who we are, who our member is and why we cannot supply you with the words "additional insured" on your certificate of insurance. Please let me know as soon as possible that this situation has been resolved in the favor of our member.

Sincerely,

Shery Harmon

Shery Harmon
Member Services

CERTIFICATE OF INSURANCE

Issue Date: Friday, January 08, 2010 12:10:00 PM

Agent for Public Entity:
Shawn Sullivan
American Insurance
PO Box 9698
Moscow ID 83843-

Insuring Pool Participant:
City of Moscow
PO Box 9203
Moscow ID 83843-

This certificate is issued as evidence of the insurance coverage provided to the named Insuring Participant. It does not amend, extend or alter the coverage afforded by the policies below. It does not extend coverage beyond that permissble by the Idaho Tort Claims Act (Title 6, Chapter 9, Idaho Code)

PROGRAM AFFORDING COVERAGE:

Idaho Counties Risk Management Program, Underwriters

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certifcate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance -Coverage Form	**Policy Number**	**Effective Date**	**Expiration Date**	**Deductible:**
		29A02122100109	October 1, 2009	September 30, 2010	$2,500

Limits

Section	Type of Insurance	Coverage		**For Claims Brought Pursuant to Title ,Ch.9, Idaho Code**	**For All Other Covered Liability Claims**
I	**PROPERTY INSURANCE** -OCCURRENCE FORM	A. Buildings, Structures and Personal Property B. Automobile and Mobile Equipment Physical Damage C. Operational Disruption Expense D. Valuable Papers and Records		Amount Reported in Schedule of Values and with limits, conditions and exclusions	
II	**COMPREHENSIVE GENERAL LIABILITY** -OCCURRENCE FORM	A.General Liability	Each Occurrence	$500,000	$3,000,000
		B. Premises Medical Payments	Each Person		$5,000
			Each Accident		$100,000
		C. Law Enforcement Liability	Each Occurrence	$500,000	$3,000,000
III	**AUTOMOBILE LIABILTY** -OCCURRENCE FORM	A.Automobile Liability	Each Occurrence	$500,000	$3,000,000
		B. Automobile Medical Payments	Each Person		$5,000
			Each Accident		$100,000
		C. Uninsured Motorist	Each Occurrence		$500,000
IV	**ERRORS AND OMISSIONS** -CLAIMS MADE FORM	ERRORS AND OMISSIONS LIABILITY Employee Medical Ins Benefit Liability	Each Occurrence	$500,000	$3,000,000
V	**CRIME INSURANCE** -OCCURRENCE FORM (INCLUDES PUBLIC OFFICIALS' SURETY-IN-LIEU)	A.Employee Dishonesty B. Money and Securities (within premises) C. Money and Securities (outside premises) D. Money Orders and Counterfeit Currency E. Depositors Forgery	Each Occurrence		$500,000
VI	**BOILER AND MACHINERY** -OCCURRENCE FORM	A.Damaged Property	Each Occurrence		Varies Per Item
		B. Expediting Expenses	Each Occurrence		$2,500,000
		C. Buisness Income and Extra Expense	Each Occurrence		Included
		D. Spoilage Damage	Each Occurrence		$1,000,000
		E. Utility Interruption	Each Occurrence		$2,500,000
		F. Newly Acquired Premises	Each Occurrence		$5,000,000
		G. Ordinance or Law	Each Occurrence		$5,000,000
		H. Errors and Omissions	Each Occurrence		$10,000,000
			General Aggregate		$100,000,000

Description of Operations/Locations/Vehicles/Restrictions/Special Items:

Sample Certificate

Value:

As Respects for the above described item. This certificate recognizes that there is coverage, both for property damage and liability arising out of the acts of the Insuring Pool Participant. If the below listed Certificate Holder is named as a party to a lawsuit solely because of its relationship with the Insuring Pool Participant and not as a result of its own conduct, ICRMP will accept a tender of its defense. The below listed Certificate Holder as Loss Payee as their interest may appear.

Certificate Holder: Lease/Loan #:

University of Idaho

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing Program will mail within 30 days written notice to the certifcate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.

Authorized Representative

Shery Harmon

ICRMP 10/09

City of Moscow Mission Statement

The City of Moscow delivers quality municipal services while ensuring responsible use of resources. We anticipate and meet the needs of our diverse population in order to build public trust and enhance a sense of community.

Moscow Police Department Mission Statement

Our Mission is to provide public safety services that are designed to fairly, efficiently, and effectively prevent crime and safeguard lives and property.

We will provide professional police services by inviting public participation resulting in a community atmosphere where citizens are free of unnecessary regulation and are treated with dignity and respect.

Our personnel will maintain high ethical standards, training and professional development. Our goal is to provide a community that is safe, secure, and a pleasant place to live and visit.

CITY OF MOSCOW

POLICE DEPARTMENT

SERVING WITH HONOR
PROTECTING WITH PRIDE

2008 Annual Report

INTRODUCTION TO THE 2008 MOSCOW POLICE DEPT. ANNUAL REPORT

DANIEL L. WEAVER
CHIEF OF POLICE

Honorable Mayor, Members of the City Council, City Administrator and Citizens of Moscow.

I am pleased to present to you this Annual Report for the year 2008. We have continued our outreach to the community with our School Resource Officer Program, Crime Prevention through Environmental Design, Citizen Police Academy, Campus Community Policing Program, Bicycle Patrol, Narcotics Abatement Program, and Special Response Team. Each of these programs is designed to provide extra service to our citizens and visitors and to provide a quality of life unparalleled anywhere.

Our prevention and policing programs on the University of Idaho campus, headed by Lieutenant Dave Lehmitz is a continuing model of genuine cooperation and prevention programs envied by other institutions of higher education. Our policing partnership will remain the cornerstone of our commitment to and involvement in every aspect of university life, goals, and educational endeavors. Several important aspects of our commitment involve security, prevention programs, educational outreach, and safety.

Thanks to the hard work of Assistant David Duke, the department was recertified through the Idaho Chief's of Police Association. This milestone means your police department has met or exceeded professional standards and ethics and is only one of a handful of departments reaching this goal in Idaho.

Once again our department was a leader in the Idaho Law Enforcement Torch Run for Special Olympics with Moscow participating in the run of the torch to the World games in southern Idaho. Local coordination efforts were headed by Officer Rick Whitmore with the assistance of other officers, staff, and the Mayor.

Our officers have an emphasis on crime prevention both within the community and on the University of Idaho campus. Prevention is stressed at every level and incorporated with community policing in all of our calls and activities.

In the coming year, as we face additional challenges, we will meet the service needs of our citizens and visitors and we will work hard to maintain our high ethical and moral standards as we continue our tradition of professionalism and service in the true spirit of community policing.

Sincerely,

Daniel L. Weaver
Chief of Police

CORE VALUES OF THE MOSCOW POLICE DEPT.

QUALITY

The quality of a police department is reflected in its people, its leadership, its reputation, and its vision. We are dedicated to selecting, developing and retaining a diverse staff of professionals who embrace excellence as their driving force and who continually strive to surpass their previous accomplishments.

PRIDE

Police work is a noble undertaking. We believe we make a difference in our community and take great pride in our accomplishments. Our members exhibit creativity, confidence and courage in meeting the daily challenges of our chosen profession.

COMPASSION

The people we serve are individuals who possess the full range of human strengths, weaknesses and needs. Each member of the Moscow Police Department places a high value on being in the people business. We realize that every contact is unique and that we do not always see citizens in the most favorable circumstances. We will express concern and empathy for those who need our services.

INTEGRITY

We recognize that we are employed in positions of trust, responsibility and expectation in our community. We hold ourselves to an elevated standard of conduct and only accept the highest levels of honesty and ethical behavior on the part of all our members. Our citizens deserve nothing less.

SERVICE

The primary function of the Moscow Police Department is to serve the public. We are committed to delivering responsive, innovative and courteous service in an impartial manner. We encourage community input and participation in our delivery of police services.

MISSION STATEMENT

"Our mission is to provide public safety services that are designed to fairly, efficiently, and effectively prevent crime and safeguard lives and property. We will provide professional police services by inviting public participation resulting in a community atmosphere where citizens are free of unnecessary regulation and are treated with dignity and respect. Our personnel will maintain high ethical standards, training, and professional development. Our goal is to provide a community that is safe, secure and a pleasant place to live and visit."

OPERATIONS DIVISION

The Operations Division is responsible for responding to all calls for service, patrol functions, the Field Training Officer Program, roll call training, Crime Prevention, Bicycle Patrol, Traffic / Motor Unit, and our Self-Sponsor Level I Reserve Program. At the end of 2008, this division was staffed with one lieutenant, three sergeants, four corporals and thirteen officers. Patrol officers work three ten-hour shifts to provide twenty-four hour community policing to area residents. Officers worked a total of 3,904 shifts throughout the year, resulting in 39,040 work-hours between the following rotations:

LT. PAUL KWIATKOWSKI OPERATIONS DIVISION COMMANDER

Day Shift:	7 A.M. to 5 P.M.
Evening Shift:	5 P.M. to 3 A.M.
Graveyard Shift:	9 P.M. to 7 A.M.

The Operations Division incorporated a variety of specialized approaches to patrol the City of Moscow. Officers used motorized vehicle patrol utilizing ten marked vehicles and two Motor Units that drove a total of 109,647 road miles. Our traffic officers rode 3,261 miles on the motor units. Bike trained officers pedaled a distance of 2,738 bike miles. Walking beat and bike patrol conducted 7,547 business checks and made 29,682 citizen contacts.

ACCIDENT SUMMARY

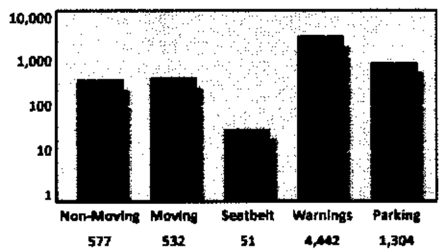
The department received 839 reports of traffic collisions during the calendar year. Three hundred and thirty of these reports met the guidelines for state collision reports. Of the eight hundred and thirty nine reported accidents, forty one injuries occurred, one death, and an estimated property damage total of $495,000.00.

ARREST SUMMARY

Officers arrested 42 suspects on felony charges. Three hundred and sixty individuals were incarcerated on misdemeanor charges, 135 of these were for driving under the influence. Sixty six juveniles were formally charged and/or referred to Youth Services. In addition to initial arrests, 69 persons were apprehended for arrest warrants issued throughout the United States.

TRAFFIC SUMMARY

Officers wrote 1260 traffic summons in 2008. The following graph breaks down how they were issued:



TRAFFIC / MOTOR UNIT

The mission of the traffic unit is to address traffic issues using education, engineering, and enforcement. Cpl. Gleason identified areas in Moscow with traffic issues and worked with the City of Moscow Street and Engineering Departments. He also worked in conjunction with the Idaho Transportation Department traffic enforcement programs. In 2008 Cpl. Gleason was responsible for 764 traffic stops issuing a total of 190 traffic citations. Warnings given indicated education discretion in 76% of all his stops. In addition to his traffic responsibilities he handled over 300 calls for service. For the year 2008 Cpl. Gleason received over $19,000.00 in grant funding used to pay overtime and purchase additional equipment directly related to traffic enforcement from the Idaho Transportation Department.

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STATISTICS

During 2008, the Moscow Police Department generated 12,561 case numbers. Officers issued 2,191 uniform citations for criminal and traffic offenses. The following table is prioritized based on the type of service requested and number of officers required.

Loud Noise Complaints:	913
Suspicious/Prowler Calls:	676
Accident Calls:	839
Business Alarms:	318
Disturbance/Fight Calls:	383
Animal Related Calls:	516
Traffic Hazards:	237
Theft/Shoplifter Calls:	551
Parking Complaints:	466
Ambulance/Medical Calls:	452
Transport Requests:	19
Vehicle Impounds/Releases:	42
Malicious Injury/Vandalism:	296
Abandon Vehicles:	312
Miscellaneous Calls:	216
Civil Calls:	387
Fire Alarms/Calls:	236
Welfare Checks:	349
Trespassing Calls:	191
Agency Assists:	212
Burglary Calls:	222
Domestics/CPOR Violations:	181
911 Hang-up Calls:	280
Found Property:	401
Threatening/Harassing Calls:	234
VIN Checks:	358
Traffic Offenses:	806
Drug Related Calls:	160
ID Checks:	39
Fraud/Forgery Calls:	106
Alcohol Offenses:	186
Runaway/Missing Children:	67
Firearm Offenses:	59
Stolen/Recovered Vehicles:	33
Intoxicated Persons:	55
Sex Offense Calls:	26

OPERATIONS DIVISION CONT'D

FIELD TRAINING OFFICER PROGRAM

Our Field Training Program is constructed to blend training acquired at the Peace Officers Standards and Training Academy with the commitments and obligations of an officer assigned to patrol duty. The police recruit is assigned to sixteen weeks of extensive training and evaluation by Field Training Officers. The recruits are critiqued daily on their performance in thirty-one divergent fields.

During 2008, four recruits participated in the Field Training Officer Program. Shawn Cothren, David Hathaway, Shane Keen, Michael Wight and Justin Deane were hired at an entry level position. Shawn Cothren, David Hathaway and Shane Keen have successfully completed the FTO program and are currently assigned to the Operations Division. Michael Wight resigned to pursue other interests and Justin Deane is expected to complete his training in May 2009.

BIKE OFFICER PROGRAM

At the end of 2008 the Department had six dedicated officers trained for bike patrol. Officers Dani Vargas and Phil Gray joined the bike team after completing their training.

Bike officers gave safety talks to community member organizations upon request. Bike teams are used for both patrol and special events.

2008 FIELD TRAINING OFFICERS

Sergeant Danny Bruce
Sergeant John Lawrence
Sergeant Tyson Berrett
Corporal Will Krasselt
Corporal Carl Wommack
Corporal Art Lindquist
Corporal Dustin Blaker
Officer Casey Green
Officer Marie Miller
Officer Joe Knickerbocker
Officer Phil Gray

CRIME PREVENTION/SCHOOL RESOURCE OFFICER

Officer Rick Whitmore was our Crime Prevention Officer for 2008. Officer Whitmore assisted with setting up the 8th Annual Citizen Police Academy and provided Crime Prevention talks to various businesses and groups in our community. He has continued to provide public service announcements and press releases to keep our community informed on specific topics.

The Moscow Police Department implemented a School Resource Officer (SRO) program for 2008 replacing the D.A.R.E. program. Officer Rick Whitmore's duties as Crime Prevention Officer were merged with being the new School Resource Officer. Officer Whitmore attended School Resource Officer training in Kalispell, Montana which was funded by grant monies provided by the Latah County Youth Advisory Council. As the new SRO, Officer Whitmore works with students from Lena Whitmore, West Park, Russell, and McDonald Elementary as well as both the Moscow Junior and High Schools.

SERVICES DIVISION

OFFICE OF THE ASSISTANT CHIEF

DAVID DUKE
ASSISTANT CHIEF

The Assistant Chief supports the Chief of Police in planning, directing, and organizing the operations of the police department. Along with having administrative oversight of the two divisions, the Assistant Chief has direct supervision over the Records Management Unit, Parking Enforcement, Investigations Unit, Administrative Sergeant, Animal Control, and coordination with the Whitcom Regional Communications Center for E-911 and radio dispatching. Functional areas the Assistant Chief is accountable for include departmental budgetary oversight, policy review and revision, and media relations.

At the beginning of 2008, the Investigations unit was moved from the Campus Division to the Office of Assistant Chief. This reorganization was interconnected to the transfer of Lt. Lehmitz from Operations to the Campus Division Commander position and Lt. Kwiatkowski from Campus to the Operations Division Commander position.

The department entered into a Memorandum of Understanding with the Naval Criminal Investigative Services (NCIS) to retrieve LInX data and began using this service in February of 2008. This is an information sharing internet program where investigative files are accessible to our officers from the Federal Bureau of Investigation along with criminal justice agencies in the State of Washington, and northern Oregon.

The department continues to remain active in local collaborative community activities. Operational partners for 2008 include the Child Abuse Task Force, Latah County Local Emergency Planning Committee, Latah County Violence Response Task Force, Latah Youth Advisory Council, Regional Critical Incident Task Force and the Quad-Cities Drug Task Force.

In December of 2002 the department was acknowledged by the Idaho Chiefs of Police Association to have met all 94 profes-

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SERVICES DIVISION CONT'D

Continued from previous page...

sional accreditation standards required by their association. After a five year period a review was conducted by the ICOPA to determine if best practices and operational standards have been maintained since being accredited. Changes within the organization required the department policy and procedure manual to be revised 250 times since our first appraisal which necessitated a more intricate evaluation by the assessors. The department was acknowledged for having superior policies and practices during the review in October and has been reaccredited by the ICOPA for the next five years.

At the end of 2008, this office was staffed with an assistant chief, two sergeants, two detective corporals, one detective officer, one records supervisor, two records technicians, two parking enforcement specialists, one animal control officer, and three volunteer front lobby receptionists.

ADMINISTRATIVE SERGEANT

Sergeant Bruce Fager continued in his second year as our Administrative Sergeant. He oversees Parking Enforcement and Animal Control. Other administrative duties include being responsible for scheduling and processing training requests, developing training curriculum, performing preemployment background checks, conducting internal administrative investigations, managing the 6.34 acre firearms training facility and is the department's range master.

Five leadership schools were attended by fourteen members that encompassed subject matter across a spectrum from first line supervision to executive development. Seven officers attended instructor development schools and are now certified to train our department personnel in five officer safety areas. Sergeant James Fry attended Composite Drawing training through funding provided by the Idaho Bureau of Homeland Security. He is only one of two experts in the region who can provide a composite sketch of a person of interest to the public. This will expedite our investigations since we will no longer have to wait for an expert to become available to meet with the victim. Seventeen officers participated in three regional training exercises directed toward crowd control tactics, responding to active gunman incidents, and street survival.

RECORDS MANAGEMENT

The Records Supervisor managed 12,561 case records during 2008, a three percent increase from 2007. During 2008 the department recorded 264 new bike licenses and issued 187 dog licenses. Following up on false business alarms the records section was able to recover $3,835.00 for expenses in responding to malfunction or employee error alarms. Another $28,530.02 was collected for reimbursement to the City for vehicle impounds and tow charges related to arrests, abandon vehicles, or parking tows.

The records technicians are responsible for public service assistance through the front lobby. Tim Smalldridge and Mariah Atkinson continue to provide exceptional customer service in this function since the department transferred dispatching duties to Whitcom in June of 2004. The front lobby service hours were from 8 am to 5 pm Monday through Friday. Services offered by our records technicians are phone inquires and transfers, freedom of information requests, receiving and recording parking citations and fines, processing false alarms, tracking abandon and towed vehicles, balancing the cash register receipts, criminal history checks, Idaho Law Enforcement Telecommunication System (ILETS) entries and purges, and posting the daily press log. They also perform numerous other record keeping duties as well as manage a myriad of requests by department members and the public.

The records technicians receive assistance at the front lobby from our volunteer reception personnel. During 2008 we had three volunteers who participated in the program. Dave Halverson, Bill Brocklesby, and Dylan Starry devoted 391 volunteer hours to serve their community and our department.

Sis Clift supervises all the data entry into our Spillman records system and forwards all our information to the Idaho State Police who generate our criminal statistics.

PROPERTY AND EVIDENCE MANAGEMENT

Jackie Lovell has been our Property Manager for the last fifteen years and demonstrates excellence in all her activities. For 2008, Jackie booked 2,497 pieces of property into our Property Room. She released 617 pieces of property to responsible parties while destroying 1,277 items of contraband. One hundred twenty-one pieces of evidence were sent to Idaho state crime labs for forensic examination. Jackie prepared two items for judicial proceedings and copied 150 video/audio cassettes for court officials.

The department organized two internet based auctions during the year. The spring on-line auction occurred from May 6th through May 13th with 237 items being auctioned generating $6,984.90 in revenue after expenses. The fall auction occurred from the 1st through the 8th of October, generating $4,582.55 in revenue from 125 items. The on-line process continues to demonstrate a more efficient use of resources to dispose of surplus property while bringing in a higher amount of

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SERVICES DIVISION CONT'D

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revenue to be deposited into the General Fund.

Jackie continues to cross train with the Records Supervisor to supplement her responsibilities. During 2008 Jackie has trained Record Technician Mariah Atkinson in evidence management and processing. Jackie and Mariah track all uniform allowance requests and prepare worksheets on uniform funds distributed for the department. Their conscientious efforts are essential for criminal evidence management.

PARKING ENFORCEMENT

For fiscal year 2008, revenues for parking fines and vehicle boots totaled $155,351.63. Another $19,105.50 was collected for parking permits and $200.73 was collected from 15 parking meters. We continued to use the "Credit Bureau" in Lewiston as our collection agency for overdue parking citations. During the year they were successful in collecting $8,585.00 on parking citations past due by more than six months.

The two automated parking ticketeers continue to be very efficient by digitally downloading citations into the AIMS computer software saving time on data entry. The ticketeers have been a benefit to the record technicians and save on paper cost and reducing entry errors.

Diane Erickson completed her fourth full year with the department and Kirsten Meyer has 39 months of tenure. Their experience and decisive custom service made 2008 a year with few citizen complaints while remaining both effective and efficient as the City considers alternatives to the limited downtown parking at the City Council level.

ANIMAL CONTROL

Kristin Graham continued in her fifth year as our animal control officer. Kristin Graham's main responsibility focuses on animal cases, with emphasis on code violations pertaining to dogs. During 2008 she responded or assisted in 572 animal related calls. Of those, 42 were related to vicious dog incidents. In addition to animal incidents, Kristin responded to 44 weed complaints, 199 abandon bicycle retrievals, and she investigated 124 snow complaints because of sidewalk obstructions. A separate responsibility that Kristin performs exceptionally as our animal control officer is to deploy our radar trailer throughout the City. She was able to deploy the trailer 100 days during the year. This essential tool is a key part of our traffic and community policing efforts to reduce accidents, bring awareness to speed limits, and make our streets safe.

The department continues to work in a partnership though a personal services agreement with the Humane Society of the Palouse. The City of Moscow supports the Animal Shelter with fiscal funds to keep the shelter functional. For fiscal year 07-08 the City of Moscow distributed $41,360.00 to support personnel costs for the Humane Society, $6,344.34 was required for shelter utilities, sanitation expenses were $2,677.49, and $523.67 was spent for building maintenance.

For the year the Animal Shelter took in 373 cats and 469 dogs. The shelter was able to return 28 cats and 273 dogs to their owners. In addition, 252 cats and 172 dogs were adopted. At the end of December the shelter had 71 cats and 21 dogs remaining in the kennel for adoption.

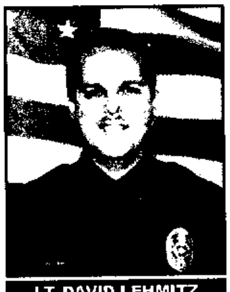
WHITCOM COMMUNICATION CENTER

The City continued its fifth year of contracting all dispatching and E-911 responsibilities to the Whitcom Communications Center in Pullman, Washington. In August of 2006 the City signed a dispatching agreement extending our contract with Whitcom that is valid until December 31, 2009. A Non-Appropriation Clause was added which allows the City to be released from the agreement upon a 30 day notice as long as the City does not contract with any other entity which provides a similar service. The City expended $417,700.00 for fiscal year 07-08 to Whitcom for police and fire dispatching services. Another $7,500.00 was paid to support Whitcom for access to the Idaho State Police for ILETS functions.

The partnership with Whitcom has provided the community of Moscow and the University of Idaho with advanced support in many technical fields. Whitcom employs a mapping system which provides dispatchers with overhead pictures of the address in question. They also use a geographical information system (GIS) on Moscow in conjunction with the local cellular telephone companies for locating cell phone calls. All cellular vendors are Phase II compliant which gives a dispatcher the ability to pinpoint a 911 cell phone call within a 300 foot perimeter of the location of the cell phone. During 2008, one Mobile Data Terminal for wireless data connection was placed into operation by funds made available through Whitcom. The department is seeking additional funding to install Mobile Data Terminals in all patrol cars.

A City staff representative meets once a month with the Whitcom Executive Board to keep a voice in dispatching matters and makes recommendations for improvements. City Supervisor Gary Riedner is the City of Moscow ex-official board member and works closely with other executive board members.

CAMPUS DIVISION



LT. DAVID LEHMITZ
CAMPUS DIVISION
COMMANDER

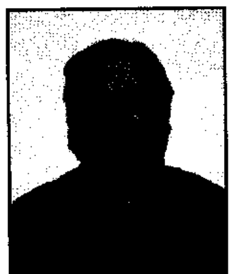
The Campus Division of the Moscow Police Department provides police services to the campus community and serves as the liaison between the University of Idaho and the Moscow Police Department. The goal of the Campus Division of the Moscow Police Department is to develop an active community policing partnership with the students, staff, faculty, and administration of the University of Idaho. This partnership maintains the University of Idaho campus as a safe and fun place to study, work, live and recreate.

The Campus Division is comprised of two Campus Community Policing Officers, Officer Joe Knickerbocker and Officer Casey Green. The Campus Division also uses the services of a Crime Prevention and School Resource Officer, Officer Rick Whitmore and a Technical Reserve Crime Prevention Specialist, Tom Partington. Officers assigned to the Campus Division are selected from volunteers within the Moscow Police Department. In 2008, the Campus Division of the Moscow Police Department was commanded by Lt. Dave Lehmitz.

The Campus Division recorded a number of successes in 2008. The Moscow Police Department and the University of Idaho worked to build a stronger response to sexual assaults, including building a stronger relationship with University Student Affairs, Greek Life, Violence Prevention Programs, and the beginning of an internship through the Justice Studies Program. Other successes were the policing of special events, including Vandal football, Vandal basketball, and the world famous Lionel Hampton Festival and many other University of Idaho functions.

However, the principal duty of the Campus Division is the maintenance of a safe campus environment. Crime statistics gathered in 2008 reveal the University of Idaho remained an exceedingly safe campus. The low crime rate at the University of Idaho is the direct result of the continued interaction between the students, the faculty, staff, and administration of the University of Idaho and the Moscow Police Department. Campus Division personnel will continue to work closely with the students to preserve the University of Idaho as one of the safest residential campuses in the country.

TECHNICAL RESERVE



TOM PARTINGTON
CRIME PREVENTION
SPECIALIST

The Campus Division's Crime Prevention Specialist, Tom Partington, is trained in Crime Prevention through Environmental Design. This past year Tom made recommendations for installations of panic alarms and counter alterations in several City of Moscow offices. As a result he has contributed significantly to the safety and security of the students, staff, visitors and facilities of the Moscow community. Tom continued his employment with the Moscow High School as a security officer and assisted Officer Rick Whitmore with the Special Olympics Torch Run that concluded at the Moscow High School campus. Tom's expertise in safety and security can be called upon anytime by contacting the Campus Division of the Moscow Police Department.

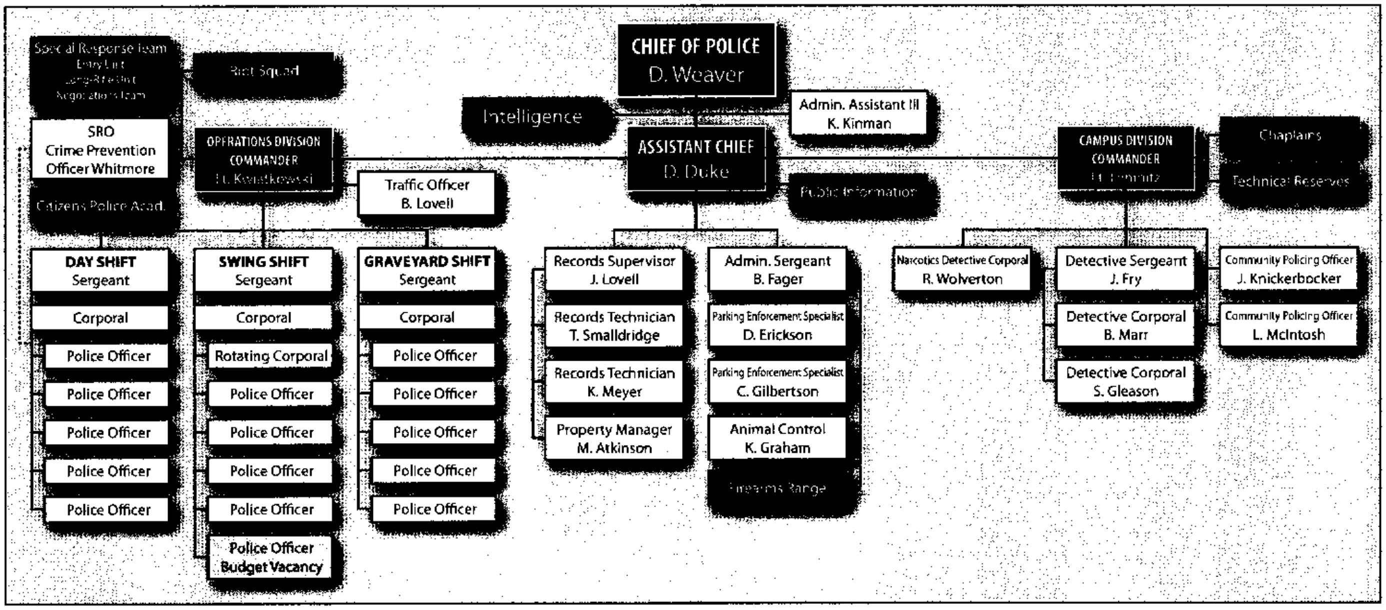
INVESTIGATIONS UNIT

Sergeant Fry is currently in his second year as the Detective Sergeant. His unit consisted of Corporal Bob Marr, Officer Scott Bidondo and Narcotics Corporal Rodney Wolverton. Together they investigated 210 cases during the year.

A new forensic computer along with associated software was acquired during 2008 which has enhanced our ability to retrieve evidence in technology crimes. Corporal Marr has acquired expertise in data recovery in various devices which include cellular phones, personal data devices, flash drives, and hard drives. He has also expanded his abilities in video recovery and identification. Corporal Marr's reputation as a forensic examiner is well known and his services are requested throughout the region.

The Idaho Attorney General's Office acquired grant funding to begin a state Internet Crimes Against Children Task Force during 2007 to focus on internet child pornography and enticement cases. Grant funding was made available to this department in 2008 and has been used to train Detective Scott Bidondo to become qualified for investigating child pornography and enticement crimes. Grant funding also provided computer and software equipment for conducting internet investigations. As a member of the Idaho ICAC Task Force the department has access to regional and federal resources to provide proactive peer-to-peer investigations and prosecutions. The task force provides resources for educational programs that are accessible to our community to detect and prevent crimes against children associated with internet activities. Chief Weaver is a sitting member of the Idaho ICAC Executive Board and has made numerous contributions on training programs and budget appropriations.

ORGANIZATIONAL STRUCTURE



STATISTICS

CRIMES REPORTED	2007 OFFENSES	2007 CLEARED	2008 OFFENSES	2008 CLEARED
Murder	1	1	0	0
Negligent Manslaughter	0	0	0	0
Forcible Rape	2	0	4	0
Robbery	2	0	4	1
Aggravated Assault	12	12	12	10
Burglary	48	11	61	20
Larceny	455	87	511	82
Motor Vehicle Theft	10	2	13	1
Arson	0	0	0	0
Simple Assault	94	74	110	93
Intimidation	0	0	3	3
Bribery	0	0	0	0
Counterfeiting/Forgery	10	3	4	2
Vandalism	235	30	245	33
Drug/Narcotics Violation	58	50	59	56
Drug Equipment Violation	37	35	52	51
Embezzlement	3	1	0	0
Extortion/Blackmail	0	0	0	0
Fraud	29	2	32	5
Gambling	0	0	0	0
Kidnapping	1	0	0	0
Pornography	0	0	0	0
Prostitution	0	0	0	0
Forcible Sodomy	0	0	0	0
Sexual Assault w/Object	0	0	0	0
Forcible Fondling	0	0	0	0
Incest	0	0	0	0
Statuory Rape	0	0	1	0
Stolen Property	0	0	1	0
Weapon Law Violation	2	1	7	7
TOTALS	999	309	1119	364

GROUP A ARRESTS	2007 ADULT	2007 JUVENILE	2008 ADULT	2008 JUVENILE
Murder	1	0	0	0
Negligent Manslaughter	0	0	0	0
Forcible Rape	0	0	0	2
Robbery	0	0	0	0
Aggravated Assault	5	3	8	0
Burglary	11	1	17	1
Larceny	74	20	74	25
Motor Vehicle Theft	1	0	2	0
Arson	0	0	0	0
Simple Assault	59	3	72	5
Intimidation	0	0	3	0
Bribery	0	0	0	0
Counterfeiting/Forgery	4	0	3	0
Vandalism	16	4	26	2
Drug/Narcotics Violation	55	7	61	6
Drug Equipment Violation	8	2	19	1
Embezzlement	1	0	0	0
Extortion/Blackmail	0	0	0	0
Fraud	1	0	2	0
Gambling	0	0	0	0
Kidnapping	0	0	0	0
Pornography	0	0	0	0
Prostitution	0	0	0	0
Forcible Sodomy	0	0	0	0
Sexual Assault w/Object	0	0	0	0
Forcible Fondling	0	0	0	0
Incest	0	0	0	0
Statuory Rape	0	0	0	0
Stolen Property	0	0	0	0
Weapon Law Violation	2	1	5	0
GROUP A TOTALS	238	41	292	42

GROUP B ARRESTS	2007 ADULT	2007 JUVENILE	2008 ADULT	2008 JUVENILE
Bad Checks	0	0	0	0
Curfew/Vagrancy	1	0	0	0
Disorderly Conduct	37	0	43	1
DUI	118	4	135	5
Drunkenness	0	0	0	0
Family Offense-Non Violent	2	0	0	0
Liquor Law Violation	152	12	243	16
Peeping Tom	0	0	2	0
Runaways	0	0	0	0
Trespass	8	0	13	0
All Other Offenses	54	10	75	2
GROUP B ARRESTS	372	26	511	24
TOTAL ALL ARRESTS	610	67	803	66

University of Idaho Crime Statistics available at:
www.ci.moscow.id.us/police/campus
or
www.webs.uidaho.edu/riskmanagement

City Services

Positive ratings were given to public safety, ranging from 65 to 82 on a 100-point scale, as compared to 64 to 84 in 2006, 74 to 83 in 2004 and 74 to 82 in 2002. Police services received 78 on a 100-point scale, 4 points higher than the score of 74 it received in the three prior surveys. Fire services scored a 83 a consistent score when compared to 84 in 2006, 83 in 2004 and 82 in 2002. It is important to note that fire services also experienced a non-response rate of 24%, significantly higher than the 20% rate that creates a small enough sample that the data becomes unreliable.

Survey participants were asked to rate a number of services provided by City government. Overall satisfaction with city services in 2008, 2006 and 2004 was 70 on a 100-point scale, and 71 observed in 2002. Overall satisfaction, by percentages, is shown in Figure 9 below.

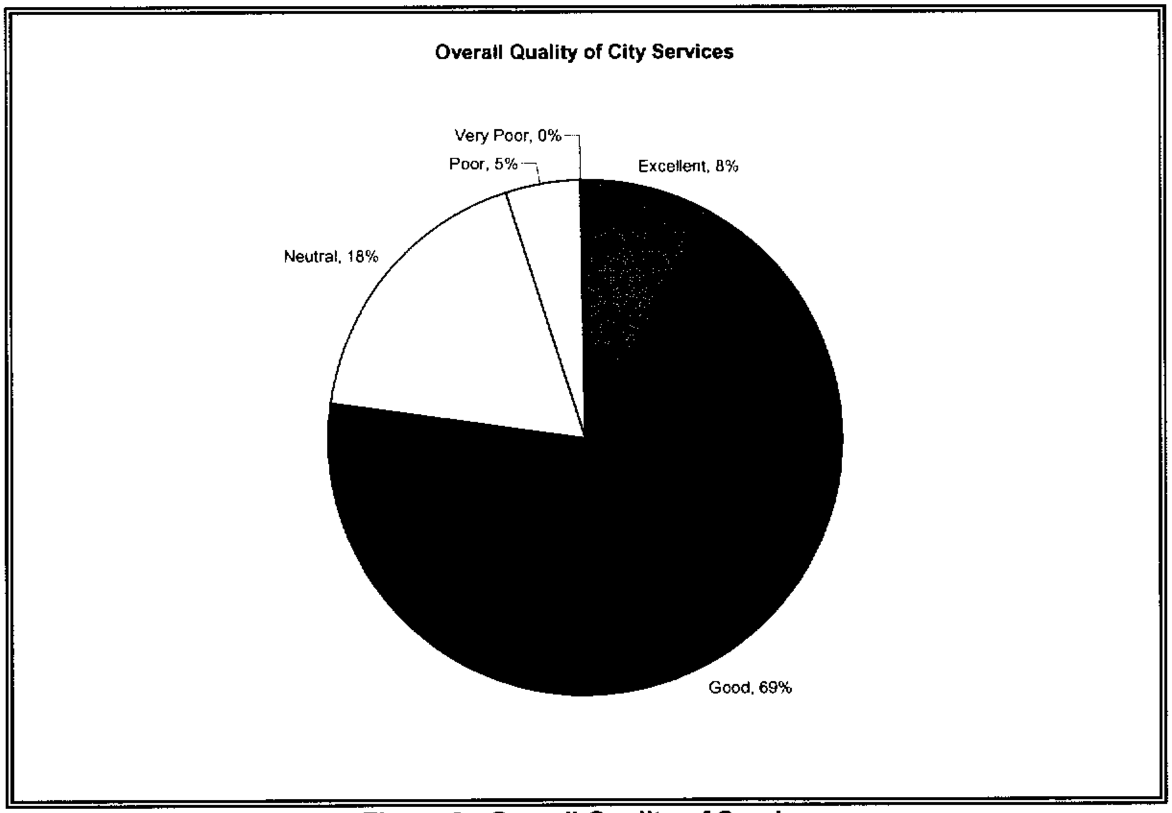


Figure 9 - Overall Quality of Service

Of City services rated, most were within 1-3 points of the previous year's scores. Exceptions included police services which was 4 points higher at 78 in 2008 up from 74 in 2006 and amount of public parking and ease of car travel which were up 4 and 5 points respectively at scores of 53 and 64 respectively. Also important to note are the services of cleanliness of streets and snow removal which were down 5 and 8 points respectively in 2008 when compared to 2006 with scores 62 and 50. This decrease may be attributed to the survey tool being sent out during the heaviest snowfall event of late 2008.

Public Safety Services

Within the category of public safety services, police services scored 78 on the 100-point scale, which equates to a rating somewhere between "good" and "excellent" as in previous years. Enforcement of traffic laws received a slightly lower score, but was consistent with a rating of 65 on a 100-point scale, which is slightly higher than the national average of 58. Emergency medical services and fire services were consistent as well at 82 and 83 respectively. Public safety ratings are shown in Figure 10.

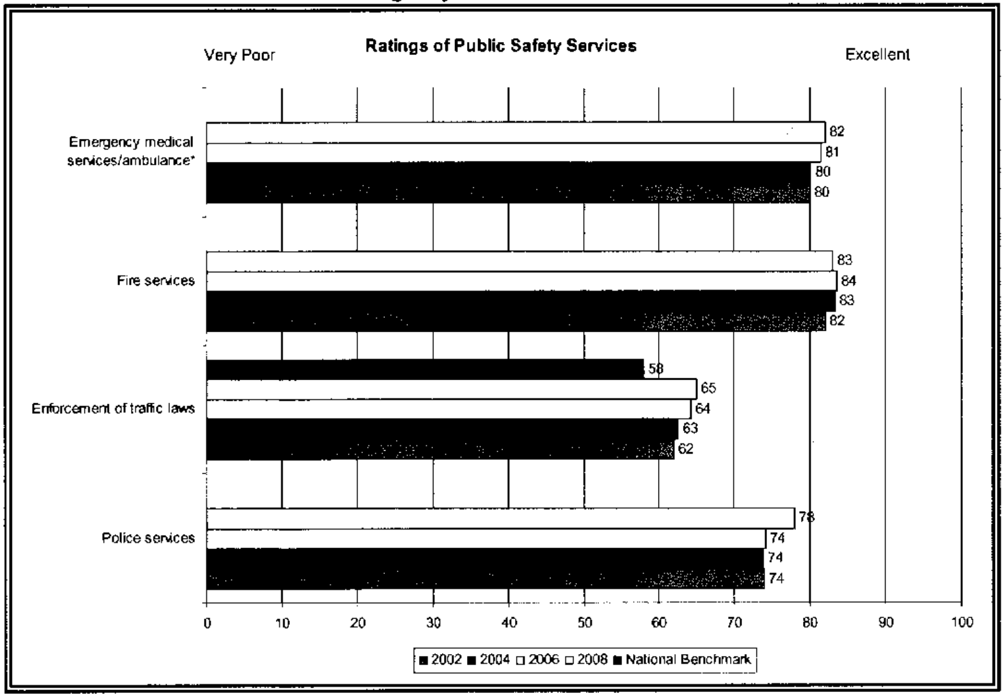


Figure 10 - Ratings of Public Safety Services

Table 9: City Services				
City Services	Rating on 100-Point Scale			
	2002	2004	2006	2008
Police services	74	74	74	78
Fire services	82	83	84	83
Emergency medical services/ambulance	80	80	81	82
Garbage collection (solid waste)	79	79	80	79
Recycling	82	81	83	80
Water services	71	65	67	68
Sewer services	75	73	74	75
Library services	79	78	78	79
Recreation facilities	71	72	72	74
Recreation programs and classes	71	70	70	71
Park maintenance	78	77	78	76
City parks	76	77	78	77
Street maintenance	58	57	58	55
Cleanliness of streets	66	67	67	62
Snow removal	56	55	58	50
Street lighting	57	56	57	56
Amount of public parking	47	48	49	53
Ease of car travel in the City	57	58	59	64
Enforcement of traffic laws	62	63	64	65
Planning and zoning	49	47	45	48
Sidewalk maintenance	53	54	52	49
Handicap Accessibility in public places	—	64	65	66

9. How do you rate the quality of each of the following Moscow City services:

		Excellent	Good	Neutral	Poor	Very Poor	Don't Know
a.	Police services	28%	51%	10%	3%	1%	8%
b.	Fire services	35%	42%	7%	0%	0%	15%
c.	Emergency medical services/ambulance	29%	39%	8%	1%	0%	23%
d.	Garbage collection (solid waste)	33%	52%	7%	5%	0%	3%
e.	Recycling	43%	40%	8%	5%	1%	3%
f.	Water services	18%	47%	17%	9%	4%	5%
g.	Sewer services	21%	53%	13%	3%	1%	9%
h.	Library services	27%	46%	9%	1%	1%	17%
i.	Recreation facilities	21%	45%	16%	3%	1%	14%

Table 12: Average Rating of City Services by Sector							
	Sector						
	City Central North	City Central South	East	North Central	North West	South	University
Police Services	76	67	73	73	71	67	67
Fire Services	74	69	74	70	66	72	60
EMS Services/Ambulance	70	63	71	58	62	69	47
Garbage Collection (Solid Waste)	77	75	80	76	71	78	67
Recycling	74	75	79	82	71	78	73
Water Services	64	56	69	67	56	73	43
Sewer Services	73	62	74	68	57	75	51
Library Services	75	63	67	70	57	63	54
Recreation Facilities	71	61	59	69	62	63	59
Recreation Programs and Classes	61	54	59	55	45	51	37
Park Maintenance	75	73	73	74	71	67	59
City Parks	80	75	73	75	70	71	63
Street Maintenance	50	52	56	50	54	56	55
Cleanliness of Streets	59	59	65	57	62	60	60
Snow Removal	42	49	56	49	42	43	38
Street Lighting	55	56	61	52	55	47	49
Amount of Public Parking	53	55	52	55	49	50	44
Ease of Car Travel In the City	66	66	60	63	64	61	60
Enforcement of Traffic Laws	47	62	64	58	63	53	49
Planning and Zoning	33	39	41	42	43	38	36
Sidewalk Maintenance	39	42	55	46	45	49	52
Handicap Accessibility in public places	48	53	51	47	48	34	23
Average Rating on a 100-point scale (0=Very Poor, 100=Excellent)							

Safety

How safe our residents feel is perhaps the most influential factor in overall perception of quality of life. Citizens were asked to rate three different aspects of safety in general, including how safe they feel from violent crimes, property crimes and fire. They were then asked more specific questions about how safe they feel walking alone at night in the following situations: in their neighborhood, in downtown areas, in city parks outside their neighborhood and with present levels of street lighting.

Overwhelmingly, 93% of residents felt "fairly safe" or "very safe" from violent crimes in Moscow. This is compared to 91% in 2006, 93% in 2004 and 97% in 2002 for the same index. Although residents did not score safety from property crimes as high as violent crimes, 85% of respondents still felt "fairly safe" or "very safe" from such crimes. Residents also rated fire protection highly, over 91% felt "fairly safe" or "very safe" from fires. This is compared to 89% in 2006, 91% in 2004 and 88% in 2002. These scores are shown on the 100-point scale in Table 8.

Table 8: Public Safety				
How Safe Respondents Feel From:	2002	2004	2006	2008
Violent Crimes	88	84	82	83
Property Crimes	78	76	73	75
Fires	82	82	81	80

Table 1 - Public Safety

When asked specifically how safe residents feel in certain situations, as in previous surveys, although respondents felt quite safe walking alone at night in their neighborhood and in downtown areas, they felt much less safe when walking in city parks outside their neighborhood. Only 60% said they felt "fairly safe" or "very safe" in this situation, as compared to 57% in 2006, 66% in 2004 and 67% in 2002. Opinions of street lighting were similar. This response appears to be based on perception rather than rate of crime, as the majority of residents already stated they feel safe from both violent and property crimes. It should be noted however, that levels of street lighting are closely correlated with how safe people feel walking at night. These scores are shown on the 100-point scale in Figure 7 to the right.

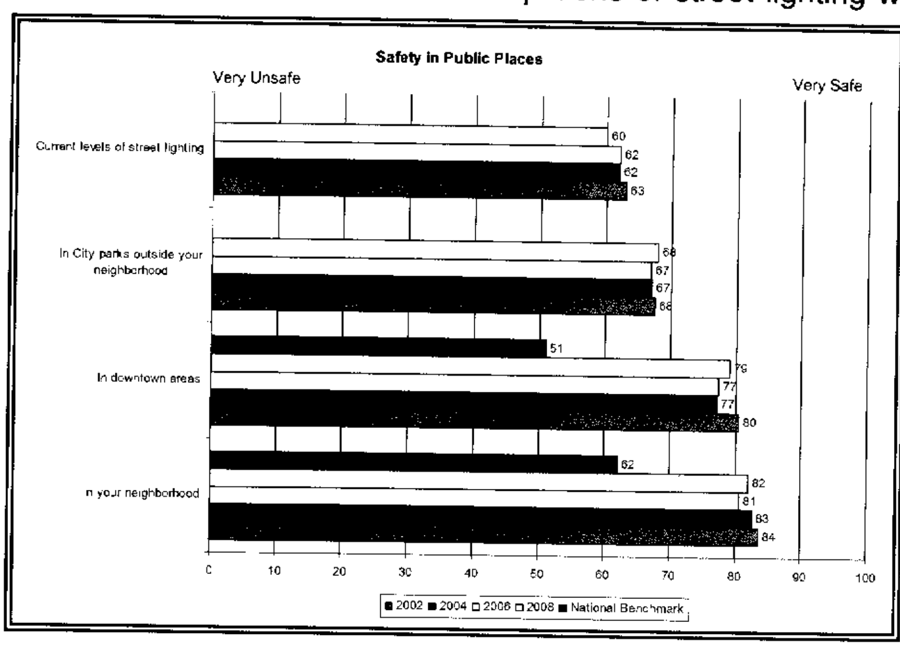
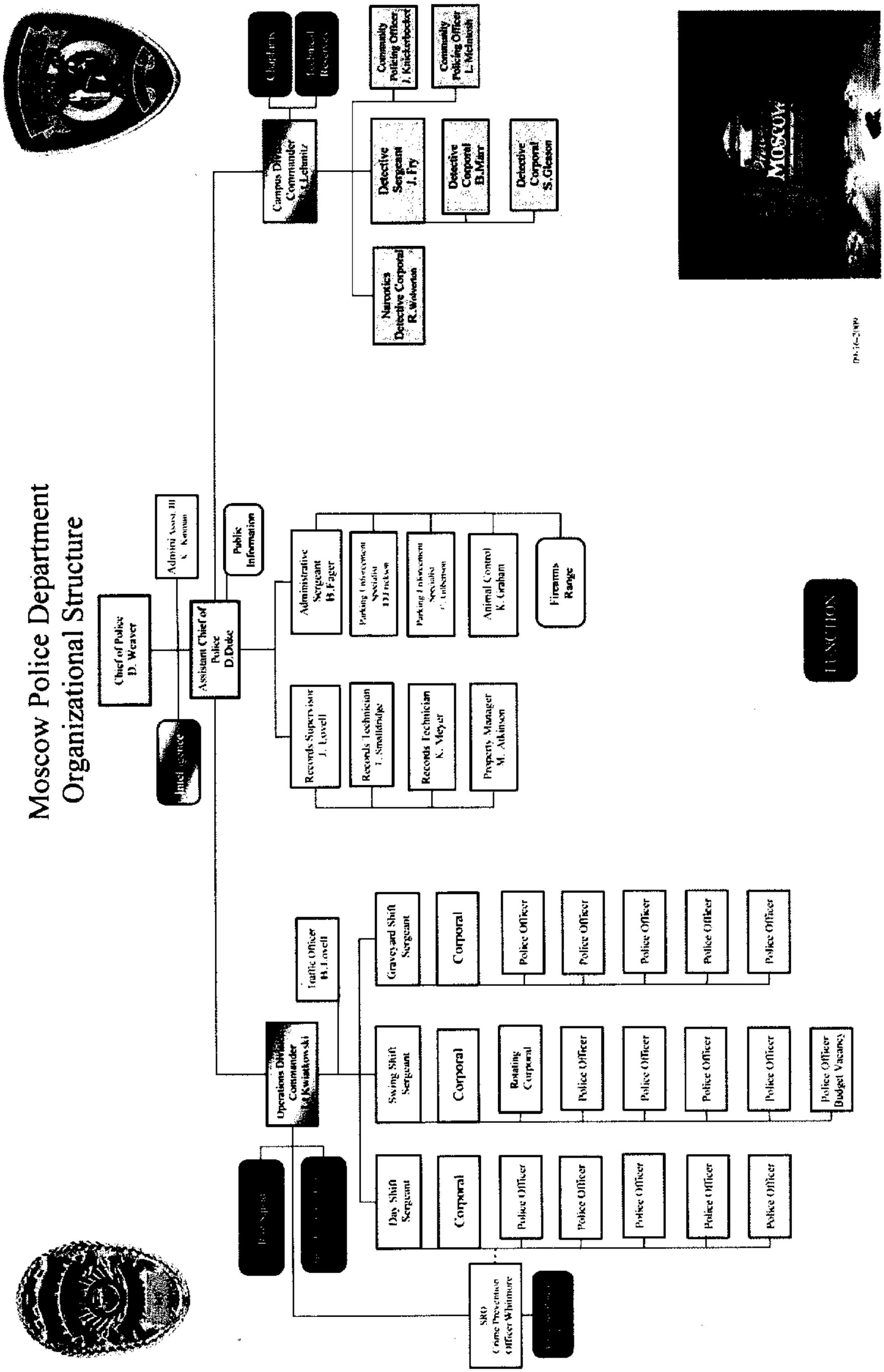


Figure 7 - Safety in Public Places

Table 17: Categorized Responses to Open-Ended Questions					
Question 1			Question 2		
Comment Category What do you feel will be the single most important issue facing the City of Moscow over the next several years?	# of Respondents	% of Respondents Who Made Comments	Comment Category Please use the following space to make comments and suggestions you would like the City of Moscow to consider.	# of Respondents	% of Respondents Who Made Comments
Affordable Housing			Affordable Housing	2	1%
Childcare Services			Childcare Services	1	1%
City Compliments			City Compliments	5	3%
City Finances/State of Economy	15	6%	City Finances/State of Economy	5	3%
City General			City General	7	4%
City Services			City Services	5	3%
Downtown Improvements	5	2%	Downtown Improvements	3	2%
Growth - Attract	31	12%	Growth - Attract	23	13%
Growth - Deter	14	5%	Growth - Deter	4	2%
Growth - Jobs	12	5%			
Growth - State of Economy	7	3%			
Growth - Management	35	13%	Growth - Management	14	8%
Growth - Population	3	1%			
Growth - Residential	5	2%			
Growth - Miscellaneous	12	5%			
City Leadership	5	2%	City Leadership	4	2%
Multi-Modal			Multi-Modal	8	4%
Other			Other	3	2%
Handicap Parking	2	1%	Handicap Parking	2	1%
Parks			Parks	2	1%
Police Services	2	1%	Police Services	4	2%
Public Transportation	5	2%	Public Transportation	7	4%
Recreation Facilities	2	1%	Recreation Facilities	13	7%
Schools	4	2%	Schools	3	2%
Improve Sidewalks			Improve Sidewalks	3	2%
Infrastructure	4	2%			
Install Sidewalks			Install Sidewalks	7	4%
Improve Streets	7	3%	Improve Streets	4	2%
Improve Street Lighting			Improve Street Lighting	1	1%
Improve Street Lights	2	1%	Improve Street Lights	5	3%
Streets Misc.	2	1%	Streets Misc.	5	3%
Snow Removal	6	2%	Snow Removal	8	4%
Sustainability	4	2%	Sustainability	5	3%
Taxes	7	3%	Taxes	4	2%
Tolerance	4	2%	Tolerance	3	2%
UI Partnership			UI Partnership	5	3%
UI Finances	8	3%	UI Finances	1	1%
URA	2	1%			
Water Conservation	17	7%	Water Conservation	4	2%
Water Cost			Water Cost	4	2%
Water Quality	7	3%	Water Quality	3	2%
Water Sale			Water Sale	1	1%
Water - Misc.	31	12%			
Stormwater			Stomwater	1	1%
TOTAL:	260	100%	TOTAL:	179	100%

MPD Organizational Chart — Exhibit 4



The following is a list of professional associations the MPD participates to expand experience and to provide a measure of support in return include:

- International Association of Chiefs of Police is the world's oldest and largest nonprofit membership organization of police executives, with over 20,000 members in over 89 different countries. IACP's leadership consists of the operating chief executives of international, federal, state and local agencies of all sizes.

- International Association of Campus Law Enforcement Administrators (IACLEA) advances public safety for educational institutions by providing educational resources, advocacy and professional development services. IACLEA is the leading voice for the campus public safety community.

- International Narcotics Enforcement Officers Association (INEOA) is a non-profit membership organization representing the global drug enforcement community. INEOA's principal purpose is to promote and foster mutual cooperation, discussion and interest in the worldwide problems of narcotic trafficking and drug abuse.

- International Conference of Police Chaplains is an international professional membership organization made up of chaplains/liaison officers of different faith groups and law enforcement agencies. These volunteer chaplains provide around-the-clock support.

- Federal Bureau of Investigation National Academy Associates (FBINAA) is a non-profit international organization of senior law enforcement professionals dedicated to providing our communities and profession with the highest degree of law enforcement expertise, training, education and information.

- Rural Law Enforcement Technology Center Advisory Council is a program supported by the United States Department of Justice, providing direction to meet the technology needs and issues affecting the rural and small law enforcement community.

- High Technology Crime Investigations Association (HTCIA) is designed to encourage, promote, aid and affect the voluntary interchange of data, information, experience, ideas and knowledge about methods, processes and techniques relating to investigations and security in advanced technologies among its membership.

- A Child Is Missing Incorporated (ACIM) assists law enforcement in the search and early safe recovery efforts of children, elderly, disabled persons and college students via a rapid-response neighborhood alert program utilizing high-tech telephony systems.

- National Tactical Officers Association (NTOA) enhances the performance and professional status of law enforcement personnel by providing proven training resources and forums for the development of tactics and information exchange. NTOA's goal is to improve public safety and domestic security through training, education and tactical excellence.

- National Emergency Number Association (NENA) is an organization which fosters the technological advancement, availability and implementation of a universal emergency telephone number system (911) by promoting research, planning, training and education.

- National Association of School Resource Officers (NASRO) is a not-for-profit organization for school-based law enforcement officers, school administrators and school security/safety professionals working as partners to protect students, school faculty and staff and the schools they attend.

- National Animal Control Association (NACA) promotes professionalism in the animal protection, care and humane law enforcement field by providing quality services, education, training and support.

- Rocky Mountain Information Network (RMIN) is one of the six regional centers that make up the national Regional Information Sharing Systems (*RISS*). Each Center links agencies from neighboring states into a regional network which interacts with other networks.

- Law Enforcement Information Exchange (LInX) is a project designed by the Naval Criminal Investigative Service to enhance information sharing between local, state, and federal law enforcement in areas of strategic importance to the Department of the Navy. LInX provides participating law enforcement agencies with secure access to regional crime and incident data and the tools needed to process it, enabling investigators to search across jurisdictional boundaries to help solve crimes and resolve suspicious events.

- Law Enforcement Bicycle Association (LEBA) provides training and networking in support of police cycling. LEBA continues to offer the most established bike patrol training curriculum available, while constantly updating community policing bike techniques to keep pace with the changing needs of the community and law enforcement.

- Washington State Tactical Officers Association (WSTOA) is a non-profit organization which promotes training, professionalism and communication between members of tactical units. WSTOA works to foster the highest professional standards and levels of competence by providing high quality instruction to its members promoting proper tactics, equipment and safety.

- Idaho Chiefs of Police Association (ICPA) combines ideas from every member department in order to provide quality law enforcement for citizens and communities. ICPA strives to promote an equal and representative voice for all communities in policies related to laws and law enforcement.

- Idaho Peace Officers Standards and Training Council (POST) It is the mission of the Peace Officer Standards and Training Academy to provide the citizens of Idaho with ethical, physically and psychologically competent, well educated, professionally trained, career oriented, motivated peace officers who are sensitive to the needs of the public. The leadership of Idaho Peace Officers Association, Federal Bureau of Investigation, Association of Idaho Cities and Idaho State University continue to recognize that working together to provide proper standards and training for Idaho Peace Officers is the first vital step in meeting the challenges which face law enforcement. Because of this cooperation, Idaho peace officers are considered some of the best in the nation.

- Idaho Internet Crimes Against Children Task Force (ICAC) is a statewide coalition of local, state and federal law enforcement and prosecution agencies, focused on the apprehension and prosecution of individuals who use the Internet to criminally exploit children.

- Idaho Peace Officers Association (IPOA) is an association of law enforcement professionals promoting cooperation and professionalism by sponsoring educational programs and supporting vocational pride in members.

- Idaho Crime Prevention Association (ICPA) is a nonprofit organization consisting of police officers, crime prevention specialists, private security and others who are actively engaged in crime prevention. The purpose of ICPA shall be to advance the quality and quantity of crime prevention at the city, county, and state levels and in public, private, and voluntary activities.

- Code Enforcement Professionals of Idaho (CEPI) provides support and training for those who are employed in any type of municipal code enforcement, from parking specialists and animal control officers to weed control agents and building inspectors. CEPI also provides networking opportunities for its members to offer support to each other.

- Quad-Cities Drug Task Force is an enhanced multi-jurisdictional task force formed to combat the trafficking of controlled substances in the quad city area of Moscow, Pullman, Lewiston and Clarkston. The member agencies work together and share information in order to provide comprehensive drug enforcement efforts in the region.

- Region II Critical Incident Task Force was established by the Idaho State Police and is responsible for the investigation of critical incidents for District Two (consisting of Latah, Nez Perce, Clearwater, Lewis and Idaho Counties). The goal of the task force protocol is to help assure that critical incident cases are thoroughly and fairly investigated.

- Whitcom Executive Board provides executive oversight and rules for WHITCOM Regional Public Safety Communications Agency. A City staff representative meets once a month with the Whitcom Executive Board to keep a voice in dispatching matters and makes recommendations for improvements. City Supervisor Gary Riedner is the City ex-officio board member and works closely with other executive board members.

- Latah County Human Rights Task Force (LCHRTF) encourages sensitivity and tolerance of diverse community constituent groups, based upon respect for everyone's civil, human, and social rights through programs of education, advocacy and referral assistance.

- Moscow Human Rights Commission encourages programs and services within the City designed to eliminate discrimination, improve human relations and effectuate the spirit and intent of applicable human rights legislation.

- Latah County Child Abuse Task Force is a multidisciplinary team consisting of agencies representing Idaho Region II, providing a forum for discussion and resolution of interagency issues, concerns and problems in the day to day management of child protection issues. The task force oversees a protocol for the investigation and prosecution of child abuse cases.

- Latah County Violence Response Task Force is a multidisciplinary team that has implemented protocols in the response to domestic violence and sexual assaults, providing enhanced protection and services to victims and family members in domestic and sexual assault cases.

- Latah County Local Emergency Planning Committee (LEPC) is responsible for receiving and processing Tier Two reports from county-wide facilities; receiving and processing requests from the public regarding information on hazardous materials manufactured, used, stored or transported throughout the county; and establishing and making known the proper procedures for notification during impending or actual situations involving hazardous materials. The LEPC is also responsible for the development and implementation of Annex N (Hazardous Materials Incident Response Plan) and maintenance of the Latah County Emergency Operations Plan. LEPC also provides assistance for exercising the local and county plans, assisting in the identification of hazards and resources throughout the county and providing assistance to local governments and industry in planning for response to hazardous materials incidents.

- Latah County Youth Advocacy Council (LCYAC) assesses, educates and provides youth with positive development opportunities. LCYAC represents youth through thirty individuals from diverse cross sections of Latah County, meeting quarterly to address needs and programs.

- Volunteers in Police Service (VIPS) provides support and resources for agencies interested in developing or enhancing a volunteer program and for citizens who wish to volunteer their time and skills with a community policing law enforcement agency. The program's ultimate goal is to enhance the capacity of state and local law enforcement to utilize volunteers.

- Latah County Drug/Mental Health Court addresses the growing problem of drug related cases and is intended to reduce the revolving door of drug dependent defendants entering Idaho courts. The goals of the Latah County Drug/Mental Health Court are to reduce the overcrowding of jails, to reduce alcohol and drug abuse and dependency among criminal and juvenile offenders, to hold offenders accountable, to reduce recidivism, and to promote effective interaction and use of resources among the courts, justice system personnel and community agencies.

- Project ACCESS/Mental Health strives to create and educate an inclusive network of area professionals through face-to-face community organizing and development of a web-based system of communication. Rural network partners include area clergy, emergency responders, mental health professionals, social workers and primary and long-term care providers. Working with the rural townships in the Palouse region, ACCESS has begun to build community-based bridges between people and professional agencies that will provide seniors with needed services, expand limited resources, and encourage creative initiatives in the region.

MPD CERTIFICATIONS AND EDUCATION

1/8/2010

NAME	Education	Certifications
Applehans, Jesse	**B.A./B.S. Degree** - *Criminal Justice and Spanish*	**POST - Intermediate Certificate** *Other: Tazer Instructor, CPR/AED, Intox 5000, Firearms, O.C., Police Bike*
Berrett, Tyson	**B.S. Degree** - Criminal Justice	**POST - Advanced Certificate** *Other: Firearms Instructor (Pistol, Patrol Rifle, MP-5 & G-36), CPR/AED, Intox 5000, Tazer, O.C., Police Bike, SWAT, Less Lethal Impact Weapons, NFDD, Chemical Agents, and Notary.*
Bidondo, Scott	**B.S. Degree** - Criminal Justice	**POST - Advanced Certificate** *Other: Simmunition Instructor, CPR/AED, Intox 5000, Firearms, O.C., Less Lethal Impact Weapons, NFDD, Chemical Agents, Colt AR-15 Armorer.*
Blaker, Dustin	**B.S. Degree**- Exercise Science with an Athletic Training minor	**POST - Advanced Certificate** *Other: Defense Technology Less Lethal, NFDD, and Chemical Agent Instructor, Intoximeter 5000 Instructor, Simmunitions Instructor, CPR/AED, Tazer, Firearms, Police Bike*
Bruce, Richard	**B.S. Degree** - Criminal Justice	**POST - Advanced Certificate** *Other: EVOC Instructor (expired), Sniper Instructor, CPR/AED, Intox 5000, Tazer, O.C., Police Bike, Firearms Notary*
Cothren, Shawn	**H.S. Diploma**	**POST - Basic Certificate** ***Other:****CPR/AED, Intox 5000, O.C., Tazer, Firearms*
Deane, Justin	**B.S. Degree** - Criminal Justice	**POST - Basic Certificate**. *Other certifications include CPR/AED, Tazer, O.C., Intox 5000, and Firearms*
Duke, David	**M.A. Degree** - Criminal Justice Management and Administration, **B.A. Degree** - Criminal Justice, **A.A. Degree** - Human Services	**POST - Advanced and Management Certificates** *Other: CPR/AED, O.C., Firearms*
Fager, Bruce	**B.A. Degree**- Architecture	**POST - Advanced Certificate** *Other: Building Search Instructor (inactive), DUI/SFST Instructor (inactive), Traffic Stops Instructor (inactive), Less Lethal Impact Weapons, NFDD, Chemical Agents, O.C. Tazer, CPR/AED, Intox 5000, Firearms Instructor (Patrol Rifle), Sniper Instructor, Police Bike and Notary.*
Foreman, Daniel	**B.S. Degree** - Business	**POST -Basic Certificate** *Other: Intox 5000, O.C., Tazer, CPR/AED, Firearms*
Fry, James	**B.S. Degree** - Criminal Justice with a minor in Sociology.	**POST - Advanced Certificate** *Other: Firearms Instructor, CPR/AED, Intox 5000, Tazer, O.C., Police Bike, Less Lethal Impact Weapons, NFDD, Chemical Agents, Police Bike and Notary.*
Gleason, Scot	**A.A. Degree**- Criminology	**POST - Master Certificate** *Other: Internet Crimes Against Children, Firearms, O.C., Tazer, Intox 5000, Police Motor, CPR/AED, Police Bike and Notary.*

Gray, Philip	**B.S. Degree** - Criminal Justice with a minor in Sociology.	**POST - Advanced Certificate** *Other: Drug Recognition Expert, Intox 5000, CPR/AED, Tazer, O.C., Firearms, Police Bike.*
Green, Casey	**B.S. Degree** - Criminal Justice and Sociology.	**POST - Advanced Certificate** *Other: Drug Recognition Expert, Intox 5000, CPR/AED and First Aid Instructor, Tazer, O.C., Firearms, Police Bike, FTO, Riot Control Tactics.*
Hathaway, David	**B.A. Degree** - Theatre Arts	**POST - Basic Certficate** *Other: CPR/AED, Tazer, O.C.,Intox 5000, Firearms*
Keen, Shane	**B.S. Degree** - Criminal Justice	**POST - Basic Certificate** *Other: CPR/AED, Tazer, O.C. , Intox 5000, Firearms*
Knickerbocker, Joe	**H.S. Diploma** and 4 1/2 yrs college - no degree yet	**POST - Advanced Certificate** *Other: CPR/AED, O.C., Tazer, Intox 5000, Firearms, Police Bike*
Krasselt, William	**H.S. - Diploma** and 2+ yrs college - no diploma yet	**POST - Advanced Certificate** *Other: Police Sniper, CPR/AED, O.C., Tazer, Intox 5000, Firearms Instructor, and Notary.*
Kwiatkowski, Paul	**B.S. Degree**. - Computer Sciense with a Math Minor	**POST - Management Certificate** *Other: CPR/AED, O.C., Firearms (Patrol Rifle) Instructor, Police Bike, and Notary.*
Lawrence, John	**B.S. Degree** - Criminal Justice	**POST - Supervisor Certficate** *Other: CPR/AED, O.C.,Tazer, Intox 5000, Firearms, Less Lethal Impact Weapons, NFDD, Chemical Agents, Arrest Techniques Instructor, and Notary.*
Lehmitz, David	**H.S. - Diploma** and 2 yrs. College	**POST - Management Certificate** *Other: CPR/AED, O.C., Firearms, and Notary.*
Lindquist, Arthur	**B.S. Degree** - Criminal Justice and Sociology.	**POST - Advanced Certificate** *Other: CPR/AED and First Aid Instructor, O.C., Intox 5000, Tazer, Firearms, Police Bike, Child Safety Seat Instructor, Police Bike and Notary.*
Lovell, Bruce	**B.S. Degree** - Sociology with a minor in American Indian Studies	**POST - Basic Certificate** *Other: Ground Fighting Instructor, Police Motor, AED/CPR, Tazer, O.C., Firearms.*
Marr, Robert	**B.S. Degree** - Resource Mangement	**POST - Advanced Certificate** *Other: AED/CPR, O.C., Firearms, Police Bike, and Notary.*
McIntosh, Lindsay	**B.S. Degree** - Criminal Justice	Certified Police Officer in Georgia. Will be applying for Idaho Basic soon. *Other: CPR/AED, Intox 5000, Tazer, O.C., Firearms*
Miller, Marie	**B.S. Degree** - Forestry Resources	**POST - Advanced Certificate** *Other: CPR/AED, O.C., Tazer, Firearms, Intox 5000*
Shields, William	**A.A. Degree** - Criminology	**POST - Basic Certificate** *Other: CPR/AED, O.C., Tazer, Firearms, Intox 5000*
Swanson, Nick	**H.S. Diploma**	**POST - Basic Certificate** *Other: CPR/AED, O.C., Tazer, Firearms, Intox 5000, Less Lethal Impact Munnitions, NFDD, Chemical Agents*
Vargas, Danette	**B.A. Degree** - Recreation and Liesure Studies	**POST - Basic Certificate** *Other: CPR/AED, O.C. Tazer, Firearms, Intox 5000, Police Bike.*

Waters, Jay	**H.S. Diploma**	**POST - Intermediate Certificate** *Other: Tazer Instructor, CPR/AED, O.C., Tazer, Intox 5000, Firearms*
Weaver, Daniel	**M.E. Degree** - Education Administration and a **B.S. Degree** in Criminal Justice	**POST - Executive Certificate** *Other:, Accreditation through the Idaho Chiefs Association, Firearms.*
Whitmore, Gary	**H.S. Dipolma**	**POST - Intermediate Certificate** *Other: CPR/AED, O.C. Tazer, Intox 5000, Firearms, Police Motor. Formerly certified in Washington State as a police officer.*
Wolverton, Rodney	**A.A. Degree** - Criminology	**POST - Advanced Certificate** *Other: Drug Recognition Expert, DUI/SFST Intructor, CPR/AED, Intox 5000, Tazer, O.C., Firearms and Police Bike*
Wommack, Carl	**B.A. Degree** - Social Science	**POST - Master Certificate** *Other: Firearms, O.C., Tazer, Intox 5000, CPR/AED, Police Bike and Notary.*
Jackie Lovell	**H.S. Diploma and Clerical Specialist Diploma (vocational)**	**POST - Level III Dispatch Certification** *Other: Notary and Spillman Admin Specialist*
Mariah Atkinson	**H.S. Diploma and Office System Specialist Diploma (vocational)**	**POST - Level I Dispatch Certification** *Other: Notary, Child Safety Seat Technition*
Timothy Smalldridge	**H.S. Diploma**	**POST - Level I Dispatch Certification** Other: Notary
Kirstin Meyer	**H.S. Diploma**	*Notary, Child Safety Seat Technition*
Diane Erickson	**H.S. Diploma**	None
Kristin Graham	**B.S. - Elementary Ed**	*CPR/AED, Pet First Aid, Large Animal Rescue*
Kathy Kinman	**H.S. Diploma**	Notary, CPR/AED

AGREEMENT FOR E911 SERVICES AND COMPLETE DISPATCH SERVICES

This Agreement for E911 Services and Complete Dispatch Services (hereinafter referred to as "Agreement"), is made and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as "CITY"), and the WHITCOM agency, an agency established through the cooperation of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, P O Box 647300, Pullman, Washington, 99164-7300 (hereinafter referred to as "WHITCOM").

W I T N E S S E T H:

WHEREAS, in 2004 CITY and WHITCOM entered into an agreement for E-911 services and complete dispatch services; and

WHEREAS, the 2004 Agreement provided for the term of the Agreement to be from the 1st day of June, 2004 to May 31, 2007; and

WHEREAS, the 2004 Agreement was subsequently replaced by a new agreement to provide services from June 7, 2007 to December 31, 2009; and

WHEREAS, CITY has determined that the best and most efficient use of its current resources is to continue to contract with WHITCOM for WHITCOM's provision of E911 services and complete dispatch services; and

WHEREAS, WHITCOM has agreed to provide such services to CITY as are stated herein; and

WHEREAS, WHITCOM has agreed to provide a certain minimum level of service for an amount certain throughout the term of this Agreement; and

WHEREAS, CITY and WHITCOM believe that it is in their mutual best interest to establish a working relationship for the term of this Agreement in anticipation of and prior to formalizing any interlocal cooperation act (Chapter 39.34 Revised Code of Washington) or joint powers agreement (Idaho Code §§ 67-2326 through 67-2333) regarding E911 services and complete dispatch services; and

WHEREAS, it is desired of City Council to enter into this Agreement with WHITCOM; and

WHEREAS, it is the desire of WHITCOM entities to enter into this Agreement;

NOW THEREFORE, parties agree as follows:

SECTION I. Intent

This Agreement memorializes the parties' intent (a) that CITY will continue to utilize WHITCOM's E911 services and complete dispatching services through December 31, 2015 and (b) to continue to explore the possibility of an agreement between CITY and WHITCOM wherein CITY would become a WHITCOM entity pursuant to an Interlocal Cooperation Act pursuant to Chapter 39.34 Revised Code of Washington and/or a joint powers agreement pursuant to Idaho Code §§ 67-2326 through 67-2333.

It is specifically the intention of both parties not to create an interlocal cooperation agreement or a joint powers agreement with this current Agreement at this time.

SECTION II. Description of Services to be Provided.

WHITCOM agrees to provide E911 services and complete public safety dispatching services through the term of this Agreement as such term is further detailed in paragraph VI hereinbelow. Dispatching services provided by WHITCOM shall include the following:

The answering of business telephone lines for fire, police and emergency medical services requests;

Emergency and routine radio communications with police, fire and EMS emergency providers;

Communications between providers and other resources relating to their function;

Safety alarm services (including "silent night" services)

After-hour emergency public works requests.

For the purpose of performing the above-mentioned services, WHITCOM shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies to maintain the level of E911 services and complete dispatch services equal to services provided to other WHITCOM parties.

SECTION III. Responsibility.

WHITCOM shall have full responsibility for the provision of E911 services and complete dispatch services as described hereinabove. In addition, the WHITCOM Executive Board shall be responsible for rendering dispatch services, setting standards of performance and disciplining employees, as well as any other matters incident to the control of personnel and performance of services under this Agreement. CITY shall be allowed to address the WHITCOM Executive Board to voice concerns, shall be an ex-officio member of such WHITCOM Executive Board and shall have the ability to review and to give input to the WHITCOM Executive Board regarding policies, procedures and operations protocols to be utilized in delivering services to CITY under this Agreement.

SECTION IV. Consideration.

It is agreed that for each year of the contract, the amount shall be increased by three percent (3%) over the previous year, provided that should the rate of inflation be either substantially higher or less than three percent (3%) for any subsequent year, either party may request the other party to enter into negotiations for a new rate of adjustment.

For the period of January 1, 2010, through December 31, 2010, CITY shall pay to WHITCOM the total amount of thirty-six thousand, nine hundred fifty-one and eighty-two one/hundredths dollars ($36,951.82) per month on or before the last day of each month described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2011, through December 31, 2011, CITY shall pay to WHITCOM the total amount of thirty-eight thousand, sixty and thirty-seven one/hundredths dollars ($38,060.37) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2012, through December 31, 2012, CITY shall pay to WHITCOM the total amount of thirty-nine thousand, two hundred two and eighteen one/hundredths dollars ($39,202.18) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2013, through December 31, 2013, CITY shall pay to WHITCOM the total amount of forty thousand, three hundred seventy-eight and twenty-five one/hundredths dollars ($40,378.25) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2014, through December 31, 2014, CITY shall pay to WHITCOM the total amount of forty-one thousand, five hundred eighty-nine and sixty one/hundredths dollars ($41,589.60) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2015, through December 31, 2015, CITY shall pay to WHITCOM the total amount of forty-two thousand, eight hundred thirty-seven and twenty-eight one/hundredths dollars ($42,837.28) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

If this Agreement is terminated prior to the expiration of the term of this Agreement pursuant to paragraph VI, payment shall be pro-rated by written agreement between the parties.

SECTION V. Equipment.

CITY and WHITCOM agree that WHITCOM shall operate on CITY's radio frequencies in order to enhance level of services to CITY and in order to provide an increased level of safety for employees of both parties. WHITCOM agrees to pay for recurring telephone line and database charges. WHITCOM agrees to furnish such items without costs additional to those set out in Section IV hereinabove.

CITY agrees to furnish and to pay for installation of equipment necessary to communicate with its police facilities, fire stations, Public Works departments, and citizens requesting assistance; and any costs incurred as a result of expanding WHITCOM's telephone system to accommodate increased Latah and Whitman Counties call volume. This includes the Spillman State Link and Spillman connectivity consistent with the purposes of this Agreement.

SECTION VI. Term of Agreement.

The term of this Agreement is from January 1, 2010, to December 31, 2015. Any renewal of this Agreement will be subject to negotiation between the parties as to the scope of public safety services and equipment to be provided and the consideration to be paid therefor. In negotiating, the parties shall consider the actual percentages of workload attributed to each party.

SECTION VII. Limitation of Liability.

CITY hereby covenants and agrees to hold and save WHITCOM (including its political entities) and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against WHITCOM (including its political entities), its officers, agents, or employees and, in the case of WSU, its Regents, as a result of the performance of duties performed by CITY under the terms of this Agreement. By so doing, CITY, its officers, agents, and employees shall not be deemed to have assumed any liability for the independent acts of WHITCOM or of any officer, agent, or employee thereof, and WHITCOM hereby covenants and agrees to hold and save CITY, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against CITY, its officers, agents, or employees, by reason of any independent act of WHITCOM, its officers, agents, and employees. For this purpose, employees of WHITCOM shall not be considered agents or employees of CITY. CITY shall be an additional named insured on WHITCOM's insurance policy.

SECTION X. Information.

CITY shall provide WHITCOM with an updated map of City with addresses, a twenty four (24) hour emergency telephone number list for on-call CITY personnel, a list of fire hydrant locations, known residential and business emergency contact numbers, current building and development site information, and a copy of CITY ordinances, emergency information on all CITY employees (for contact purposes) including volunteer fire personnel, and any other pertinent information deemed necessary to effectively perform dispatching duties. Whenever CITY is made aware of additional information or a change in current information or of a change in current information, CITY shall reduce this information to writing and deliver it by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery to WHITCOM within a reasonable amount of time.

SECTION IX. Records.

Records generated and/or related to services provided by WHITCOM to CITY under this Agreement shall comply with relevant requirements of the Revised Washington Code and the Idaho Code, respectively. WHITCOM and CITY shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. WHITCOM and CITY shall make records (except for those protected by privilege or otherwise under applicable law) available to the other upon reasonable notice during business hours.

CITY shall have unlimited, around-the-clock (twenty four (24) hours) access to its ILETS System records at all times during the term of this Agreement.

SECTION X. No Waiver of E911 Service Area Jurisdiction.

It is specifically the intention of CITY and WHITCOM that CITY retains all rights, privileges, authority, jurisdiction and entitlement to CITY's established E911 service area, as defined in Idaho Code. In addition, nothing in this Agreement shall be construed by either party or by others to in any way alter CITY's 1990 decision in Ordinance No. 90-16 to provide E911 services and dispatch services to citizens of Moscow, Idaho pursuant to Idaho Code Title 31, Chapter 48.

SECTION XI. Use of Idaho Law Enforcement Telecommunications System (ILETS) .

CITY shall be responsible for maintaining the ILETS System for use by WHITCOM in providing services contemplated by this Agreement including, but not limited to, any payments, licenses, permissions, protocol and the like.

SECTION XII. Expenditures of Funds Under this Agreement.

WHITCOM agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only in a manner consistent with Idaho Code Title 31, Chapter 48.

SECTION XIII. Non-Appropriation Clause.

In recognizing that each party to this Agreement can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from this Agreement provided:

A. Thirty (30) days' written notice is given to the other party; and
B. No other funds are appropriated for the same fiscal period that would provide essentially the same or similar service as outlined in this Agreement.

SECTION XIV. Venue Stipulation.

This Agreement shall be construed as having been made and delivered within the State of Washington, and it shall be mutually understood and agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

As a further condition of this Agreement, the parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party. The parties expressly agree that any uncertainty or ambiguity existing therein shall not be construed against either party.

SECTION XV. Termination of Agreement.

This Agreement may be terminated without cause by either party upon one (1) year's prior written notice.

SECTION XVI. Amendments.

The terms of this Agreement may be amended by mutual agreement of the parties. The party seeking an amendment shall submit a written request for amendment to the other party. The request shall clearly describe the proposed change and why the change is necessary. The responding party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty five (45) days from receipt of the request. The responding party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both parties.

SECTION XVII. Notice.

Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the parties as follows:

CITY	WHITCOM
Stephanie Kalasz, City Clerk City of Moscow P O Box 9203 Moscow, ID 83843	Patti VonBargen, WHITCOM Manager WHITCOM Communications Center P O Box 647300 Pullman, WA 99164-7300

Shall either named individual leave the positions set forth above, notice shall be provided to their successor.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date and year hereinbelow written.

WHITCOM

This 17th day of June, 2009

Greg Partch, Chair

Rich Heath, Vice-Chair

CITY OF MOSCOW, IDAHO

This 1st day of June 2009

Nancy Chaney, Mayor

ATTEST:

Stephanie Kalasz, City Clerk

CITY OF MOSCOW
INCORPORATED
JULY 12
1887
STATE OF IDAHO

MEMORANDUM OF UNDERSTANDING FOR CITY/UNIVERSITY PARKING PROGRAM BETWEEN UNIVERSITY OF IDAHO AND CITY OF MOSCOW, IDAHO

THIS MEMORANDUM OF UNDERSTANDING FOR CITY/UNIVERSITY PARKING PROGRAM (hereinafter "MOU") is made by and between City Of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and The Regents Of The University Of Idaho, a public corporation, state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, P O Box 443168, Moscow, Idaho, 83844-3168, (hereinafter "UNIVERSITY").

WHEREAS, CITY and UNIVERSITY are interested in continuing the CITY/UNIVERSITY Parking Program to allow UNIVERSITY to provide parking enforcement services for CITY on certain CITY streets and public rights-of-way as identified on the attached map; and

WHEREAS, Moscow City Council has taken action allowing UNIVERSITY to enforce parking regulations of certain CITY streets and public rights-of-way;

THEREFORE, in consideration of the mutual promises below, CITY and UNIVERSITY agree as follows:

1.0 UNIVERSITY'S OBLIGATIONS

1.1 Scope of UNIVERSITY's Authority

UNIVERSITY shall administer permits and enforcement of UNIVERSITY parking program on CITY streets and public rights-of-way within the area in and around UNIVERSITY and as identified on the map incorporated as Attachment "A". Upon mutual written agreement, CITY and UNIVERSITY may amend Attachment "A".

1.2 UNIVERSITY's Parking Regulations

UNIVERSITY's parking regulations, incorporated as Attachment "B", detail UNIVERSITY's process and rules for enforcement, collection, and issuance of parking permits in the areas covered by this MOU. Permits issued by UNIVERSITY for CITY streets and public rights-of-way will be Purple, Blue and Red and such permit holders shall be subject to all UNIVERSITY parking regulations applicable to other UNIVERSITY permit holders, except as discussed hereinbelow. Upon mutual written agreement, CITY and UNIVERSITY may amend Attachment "B".

1.2.1. Exemptions to the Purchase of Permits

The following vehicle and property owners or occupants are not required to purchase UNIVERSITY permits in order to park in the Purple parking areas:

1.2.1.1 All properly marked Federal, State, and CITY vehicles on official business.

1.3 Dedicated CITY Streets

UNIVERSITY acknowledges that this MOU is not intended to be construed in any way to void, limit or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way.

1.4 Collections and Use of Revenue

UNIVERSITY agrees to pay CITY twenty thousand dollars ($20,000) per year for use of CITY streets for UNIVERSITY parking. UNIVERSITY shall collect revenues associated with regulation and enforcement of the CITY/UNIVERSITY Parking Program, as described in this MOU, on dedicated CITY streets and public rights-of-way. UNIVERSITY agrees that revenues generated from parking enforcement encompassed by this MOU shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets and public rights-of-way as directed by CITY.

1.5 Parking and Traffic Control Signs

UNIVERSITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by UNIVERSITY. UNIVERSITY shall correct any inadequate or improper signage or markings at the direction of CITY Director of Public Works.

1.6 LIABILITY COVERAGE PROVISIONS

1.6.1. Each party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither party shall be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, UNIVERSITY shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by UNIVERSITY's performance under this MOU.

1.6.3 Indemnitee shall promptly notify the University of Idaho, Attn: Risk Management Officer, P O Box 443162, Moscow, Idaho, 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with UNIVERSITY or its representatives in the defense of the same.

1.6.4 UNIVERSITY's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are five hundred thousand dollars ($500,000) Combined Single Limits, which amount is UNIVERSITY's limit of liability under the Idaho Tort Claims Act.

1.6.5 UNIVERSITY shall indemnify, defend and hold CITY and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on UNIVERSITY's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of UNIVERSITY, or any of its agents, subcontractors, employees, invitees or guests. UNIVERSITY, upon notice from CITY, shall defend CITY at UNIVERSITY's expense by counsel reasonably satisfactory to CITY. UNIVERSITY, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.7 Reporting Obligations

1.7.1 UNIVERSITY shall provide a report to CITY of any such claim of which it has knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 UNIVERSITY shall provide an annual report to CITY summarizing the following: number of parking permits sold for CITY streets and public rights-of-way; revenue from permits sold for CITY streets and public rights-of-way; revenue generated from collection of citations for CITY streets and public rights-of-way; total citations issued on CITY streets and public rights-of-way by University, total citations dismissed or voided, total collected/paid citations and total of citation revenue collected (*this amount is estimated based on assumed amount collected for that year.

2.0 CITY'S OBLIGATIONS

Grant of Authority

UNIVERSITY employees are hereby granted the authority to issue permits and citations and to enforce UNIVERSITY parking regulations on all CITY streets and public rights-of-way shown on Attachment "A" in the same manner as it does for all other parking areas regulated by UNIVERSITY.

3.0 GENERAL TERMS

3.1 Additional Acts

Except as otherwise provided herein, the parties to this MOU shall perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as any party to this MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (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:

UNIVERSITY:	Vice President for Finance and Administration University of Idaho P O Box 443168 Moscow, ID 83844-3168 Phone: (208) 885-6174 FAX: (208) 885-5504
Copy to Liaison:	AVP Auxiliary Services Wallace Complex P O Box 442014 Moscow, ID 83844-2014 Phone: (208) 885-5500 FAX: (208) 885-5904
CITY:	Director of Public Works CITY of Moscow P O Box 9203 Moscow, ID 83843-1703 Phone: (208) 883-7028 FAX: (208) 883-7033

3.3 Term

The term of this MOU shall commence on the date it is executed by both parties and extend for 5 years. This Agreement shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either party may terminate this MOU by providing written notice one (1) year in advance of the proposed termination. Such notice shall occur by June 1st in the year prior to the termination date.

3.5 Modification

This MOU may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3.6 Headings

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

3.7 Entity Authority

Each individual executing this MOU on behalf of a party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the party, and that this MOU is binding upon said party in accordance with its terms.

UNIVERSITY	CITY
Regents of the University of Idaho	City of Moscow
Christopher Johnson Director, Contracts	Nancy Chaney, Mayor
	ATTEST:
	Stephanie Kalasz, City Clerk

CITY OF MOSCOW ★ INCORPORATED JULY 12 1887 ★ STATE OF IDAHO

MPD Step and Grade System Fiscal Year 2008-2009

City of Moscow Police Department Step and Grade System Fiscal Year 2007-2008 3.5% Progression

		Step Increase						
		A	B	C	D	E	F	G
Sergeant								
	Hourly	$24.22	$25.07	$25.95	$26.85	$27.79	$28.77	$29.77
	Annual	50,378	52,141	53,966	55,855	57,809	59,833	61,927
	Monthly	4,198	4,345	4,497	4,655	4,817	4,986	5,161
Corporal								
	Hourly	$22.26	$23.04	$23.85	$24.68	$25.54	$26.44	$27.36
	Annual	46,301	47,921	49,599	51,335	53,131	54,991	56,916
	Monthly	3,858	3,993	4,133	4,278	4,428	4,583	4,743
Patrol								
	Hourly	$19.68	$20.37	$21.08	$21.82	$22.58	$23.37	$24.19
	Annual	40,934	42,367	43,850	45,385	46,973	48,617	50,319
	Monthly	3,411	3,531	3,654	3,782	3,914	4,051	4,193

City of Moscow Police Department Step and Grade System Fiscal Year 2008-2009- 3.5% Progression

		Step Increase						
		A	B	C	D	E	F	G
Sergeant								
	Hourly	$24.95	$25.82	$26.72	$27.66	$28.63	$29.63	$30.67
	Annual	51,889	53,705	55,585	57,530	59,544	61,628	63,785
	Monthly	4,324	4,475	4,632	4,794	4,962	5,136	5,315
Corporal								
	Hourly	$22.93	$23.73	$24.56	$25.42	$26.31	$27.23	$28.18
	Annual	47,690	49,359	51,087	52,875	54,725	56,641	58,623
	Monthly	3,974	4,113	4,257	4,406	4,560	4,720	4,885
Patrol								
	Hourly	$20.27	$20.98	$21.71	$22.47	$23.26	$24.07	$24.92
	Annual	42,162	43,638	45,165	46,746	48,382	50,076	51,828
	Monthly	3,514	3,637	3,764	3,896	4,032	4,173	4,319

REVISED 10/09

Pay Grade	Administrative	Public Works	Public Safety & Legal	Parks/Recreation	Community Development
19	City Supervisor				
18					
17	Finance Director	Public Works Director	Chief of Police City Attorney Fire Chief	Parks & Recreation Director	Community Development Dir.
16	HR Director				
15	IS Director	Water/Wastewater Mgr. City Engineer Street/Vehicle Main. Mgr.	Asst. Police Chief	Parks & Facilities Mgr.	
14	Arts Director	Asst. City Engineer WWTP Supervisor Utility Operations Supervisor	Div. Chief/EMS Opers Officer Div. Chief/Fire Marshal Police Lieutenant Prosecuting Attorney		Building Official Asst. C.D. Director
13	City Clerk Accounting Manager Sanitation Operations Manager				Building Inspector II
12	Network & Systems Administrator Computer Systems Specialist	Principal Engineering Tech. Street Supervisor Shop Supervisor Water Production Lead Operator Water Distribution Lead Operator Wastewater Collections Lead Operator Regulatory Compliance Specialist	Fire Safety/Training Supervisor	Parks Supervisor Rec. Supv. - Aquatics/Youth Rec. Supv. - Sports Facilities Maintenance Supv.	Plumbing/Mech. Inspector Electrical Inspector
11					Planner I

10	Grants Coordinator Accounting Specialist Accounting Technician Asst. to City Supervisor Executive Assistant/Dep. City Clerk	WW Operations lead Eng. Tech. III - Design Eng. Tech. III - Field Operations Lab Analyst	Fire Inspector Comm./Records Supervisor		Building Inspector I
9		Eng. Tech. II Traffic Tech Cross Connection Control Spec. Vehicle & Equip. Mechanic Operator III Maintenance Worker III Water Conservation Specialist		Maintenance Worker III Facilities Maintenance Tech.	
8	Lead Utility Billing Clerk	Administrative Assistant III	Property, Evidence & Rec. Spec.	Administrative Assistant III	Permits Coordinator Administrative Assistant III
7	Acct. Clerk II Administrative Assistant II	Operator II Lab Technician Maintenance Worker II Engineer Tech. I	Police Records Technician Administrative Assistant II	Maintenance Worker II Administrative Assistant II	
6	Arts Assistant	Operator I	Parking Enforcement Supv.		
5					
4	Administrative Assistant I (Vacant) Acct. Clerk I (Vacant) Receptionist (Vacant)	Maint. Worker I Lab Asst. Transport Driver	Parking Enforce. Specialist	Maint. Worker I Administrative Assistant I (PT)	
3			Animal Control Officer		

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CITY OF MOSCOW IDAHO

Heart of the Arts

March 3, 2010

Christopher Johnson
Purchasing Services
University of Idaho
645 West Pullman Rd
PO Box 441202
Moscow ID 83844-1202

Re: Clarification of City of Moscow's Response to UI RFP No. 09-56J

Dear Mr. Johnson:

The following is the City of Moscow's response to University of Idaho's request for clarification and detail related to the City's Response to Requests for Proposals No. 09-56J for Police and Security Services (City's Response), submitted and delivered on January 12, 2010. The request for clarification and detail was summarized in a letter from you as Director of Contracts and Purchasing Services, received by the city on February 9, 2010.

In addition to the following clarifications, the city looks forward to presenting its proposal to the University of Idaho on March 12, 2010 from 8:30 to 10:30 a.m. in the Palouse Room, located at the North Campus Center.

1. ***Discuss how MPD can adjust from the broad spectrum of services it offers all citizens, to a more specific focus on services that add value to the University of Idaho.***

   Response: As noted in the City's Response, the Moscow Police Department (MPD) has adopted and will actively manage a community policing model intended to enhance safety and service to the University of Idaho. This emphasis on community policing provides specialized and unique opportunities to interact with UI students, faculty and staff, resulting in a dynamic and proactive model in which the focus is on education and collaboration rather than reactive law enforcement. These services, provided specifically to the University, provides added value well beyond the broad spectrum of services offered by the City and MPD to all citizens. Of course, the broad spectrum of services provided to all citizens will also continue to be offered to the University of Idaho.

   The City of Moscow has been providing law enforcement services to the University of Idaho campus for more than four decades. In that time, there has been a shift from traditional law enforcement to the community policing model. Numerous and regular contacts are maintained with University faculty and staff, exchanging ideas and information resulting in a collaborative effort to increase the safety and liveability of the Moscow campus. Likewise special

City of Moscow, City Hall
206 East 3rd Street
P.O. Box 9203
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

PALOUSE Knowledge Corridor

effort is made to contact both recognized University living groups and individual students in order to provide information and to offer opportunities for interaction, well beyond those contacts which are able to be made to other citizens.

The City's Response details the special services which add value to the University of Idaho, including bike patrols, UTV (utility terrain vehicles) patrols, support for University events, regular attendance and participation in University strategy and operational meetings, specialized training of staff and operation of a law enforcement substation in the University Commons building. Additionally, the Campus Unit provides security services in the form of building and perimeter security checks and residence hall "walk throughs." The City of Moscow stands ready to meet with University administration to identify specific needs and to meet those needs in a collaborative manner.

2. ***How would MPD structure a unit dedicated to University law enforcement services and community policing services? What type of command and officer structure would MPD offer the University?***

Response: The MPD has structured the following Campus Unit to provide law enforcement and community policing services:

- The MPD will assign, with input provided by the University, the Campus Commander, who historically has held the rank of Captain or Lieutenant. The Campus Commander provides supervision of the MPD Campus Unit (including Community Policing Officers and Patrol Officers) and acts as an approachable liaison for University Administration and staff. Supervision and administration of the Campus Commander is provided by the administration of the Moscow Police Department, consisting of the Chief of Police and Assistant Chief of Police. The Campus Commander, for campus-related investigations, also acts as supervisor of the Narcotics Officer and the Investigative Division of MPD, which further enhances services to the University of Idaho.
    - The duties of the Campus Commander are limited to the Campus Unit and offices are maintained in the University Commons building, giving increased access to University students, faculty and staff and opportunities for interaction.
- Two Community Policing officers will be assigned to the Campus Unit.
    - The duties of the Campus Unit Community Policing Officers are limited to the Campus Unit, except in cases of emergency. The

offices of the Campus Unit Community Policing Officers will be maintained in the University Commons building.

- A MPD patrol officer will be assigned to the Campus Unit for exclusive patrol and policing operations in and around the University of Idaho Campus 24 hours per day/seven days per week/365 days per year (24/7/365). Patrol on campus will be augmented by routine patrols by non-Campus Unit patrol officers.
  - The duties of the Campus Unit Patrol Officers are limited to the Campus Unit, except in cases of emergency assistance. Offices of the Campus Unit Patrol Officers will be maintained at the Moscow Police Department, located at 4th St. & Washington St., eliminating the need to provide patrol facilities, and space on the UI campus.

3. ***Can the duties of this unit be restricted to the Moscow Campus? Please discuss.***

   Response: The Campus Commander is a member of the command staff of the MPD and the duties of the Campus Commander are limited to the Campus Unit. The Campus Unit Community Policing Officers will be present on the University of Idaho campus in complementary shifts designed to maximize interpersonal contact with University students, faculty and staff and shall have no duties assigned off-campus. The Campus Unit Patrol Officers will be assigned patrol duties on-campus. Detectives and Narcotics Officers will be assigned on-campus as necessary.

   Situations may occur when it is necessary, in emergencies and incidents risking officer safety, that members of the Campus Unit may be called upon to provide assistance to law enforcement officers off-campus. Likewise, MPD personnel will be available to provide back-up to the officers of the Campus Unit as the need arises.

4. ***The university is pleased with the current command and officer assignment of the current Campus Law Enforcement unit. Can these assignments be maintained?***

   Response: Yes, the MPD has no plans or desire to change the current structure. Lt. David Lehmitz has served as Campus Commander for more than two years and will continue to be assigned in that role. Community Policing Officers Joe Knickerbocker and Lindsay McIntosh will continue to be assigned to those positions. Patrol Officers currently assigned to the Campus Unit are assigned on a rotational basis. The participation of the University will be sought should the positions of Campus Commander and Community Policing Officer become vacant for any reason.

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Campus Unit Patrol Officers are subject to change and will be filled by assignment of the MPD command staff, again seeking University input. These Patrol Officer rotations are typical and necessary to provide continuity of service and efficiency of operations of a law enforcement department.

As noted in the City's Response, the University is invited and encouraged to provide input and feedback to MPD administration relating to the performance of the personnel assigned to the Campus Unit.

5. ***The University is pleased with the presence of the current Campus Law Enforcement unit in the Commons building on campus. Can this location be maintained?***

   Response: Yes, dialogue between MPD and the Assistant Director of Operations for the University Commons are currently taking place to maintain this location and expand the operational ability of the current facility.

6. ***How would this unit get around campus to reach out to the campus community in their many locations?***

   Response: Currently Campus Unit Community Policing Officers are centrally located in the University Commons building, which provides numerous and regular outreach opportunities daily. The Campus Commander and Community Policing Officers also routinely attend meetings in other areas of campus which provide the opportunity to collaborate with students, faculty and staff.

   The Campus Unit Community Policing Officers are encouraged to increase informal interactions with University students, faculty and staff by walking, bicycling and utilizing UTV's to move around campus on a daily basis. Also, as noted in the City's Response, Campus Unit Patrol Officers will utilize patrol cars, UTVs (utility terrain vehicles), bicycles, motorcycles and foot patrols.

7. ***The university is interested in campus officers who have training in issues of concern to the university, including but not limited to sexual assault, drug and alcohol investigation and management. What will MPD do to provide training in issues of concern to the university?***

   Response: The MPD maintains a progressive mandatory training program and encourages officers to seek additional training and professional development. Officers assigned to the Campus Unit receive additional training including, but not limited to sexual assault, drug and alcohol investigation, domestic violence and stalking. MPD utilizes many resources from within the University, notably the Office of the Dean of Students, UI Women's Center and residence life representatives to assist and augment training and program planning and development.

8. ***The university is interested in campus officers who participate in organizations that discuss issues of interest to the university. What will MPD do to provide officers access to organizations such as WACLEA, IACLEA and WRICOPS? How will topics of interest raised by these organizations be communicated to the university?***

   Response: Chief Daniel Weaver and Lt. David Lehmitz are individual members of IACLEA. MPD currently holds memberships in all of the referenced professional organizations and, when offered, members of the MPD regularly attend training and conferences, which provide networking opportunities and peer interaction. When topics of interest arise, MPD will utilize the current established working relationship between the Campus Commander and the University of Idaho's Emergency Services and Security Officer.

9. ***The university is interested in training for faculty, staff and students, particularly related to topics specific to a university, including but not limited to crime reporting; alcohol, drug and sexual assault awareness; theft prevention; workplace violence; Clery Act regulations; and personal security. Describe how such training can be provided to the university.***

   Response: MPD is enthusiastic for the opportunity to provide the above described training to University of Idaho students, faculty and staff. Currently this training has been provided in a presentation format working cooperatively with the following University of Idaho organizations, including the Office of the Dean of Students, Risk Management, Legal Aid Clinic, Residential Life, American Language & Cultural Program (ALCP), Violence Prevention, Associated Students of the University of Idaho (ASUI), Native American Student Association, Computer Research and Technology, living groups (Greek and Residence Halls), Panhellenic and Interfraternity Councils, Brotherhood Empowerment Against Rape (BEAR), and the Argonaut student newspaper. The Campus Unit also provides training to students during new student orientation, Greek Rush and Palouseafest. This proactive orientation focuses on education and introduces students to the concept of community policing.

10. ***The University is interested in active communication and cooperative working arrangements with Student Affairs representatives; the university Emergency & Security Services Officer; and private security management. How would MPD structure its communications with these groups?***

    Response: MPD currently has, and will continue to engage in active communication and cooperative working arrangements with Student Affairs representatives and the Emergency & Security Services Officer. If a private security firm is retained by the University, MPD will seek dialogue and a cooperative working arrangement with private security management should the need arise.

11. ***The current Campus Law Enforcement unit is developing a good working relationship with our fraternities and sororities. We would also like to see similar community policing with our residence halls and university owned apartments. Describe how the Campus Law Enforcement will develop community policing relationships with these living groups.***

    Response: The Campus Unit believes that the current working relationship with the University's Greek residences is a tremendously positive example of the benefits of community policing, emphasizing interpersonal relationships and education as the most effective means of law enforcement. The Campus Unit will develop similar community policing programs for other University living groups, including residence halls and University owned apartments, which should yield similar positive results. The Campus Unit has many years of experience and familiarity with graduate student housing and married student and family housing. The Campus Unit recognizes that challenges include a lack of representative structure (as in the case of separate apartments) requiring that different methods of communication be utilized. There must also be an emphasis on flexibility and customer service in arranging presentations and setting meeting schedules. The Campus Unit will proactively assist apartment residents in identifying a working structure to meet these challenges. Currently the Campus Unit has been working on developing stronger working relationships with residence halls, including weekly communications and presentations.

12. ***The University appreciates MPD's efforts in campus drug enforcement activities. Describe how such enforcement activities will be structured.***

    Response: The Campus Unit commander is currently the direct supervisor for the Narcotics Detective who is also assigned to the Quad Cities Drug Task Force. The MPD utilizes regional resources which assist in investigations of drug crime. Information regarding illegal drug activity will be disseminated to the Narcotics Detective for investigation. The Campus Unit will continue, with the cooperation of the Office of the Dean of Students and University Emergency and Securities Services Officer, to engage in Community Policing efforts in education, information and emphasizing interpersonal relationships in order to reduce the incidence of illegal drug activities on campus.

13. ***MPD's Campus Law Enforcement unit provides advice and assistance to the university threat assessment and management group meetings. Describe the assistance that can be offered and how it will be delivered.***

Response: The Campus Commander and Community Policing Officers are members of the University threat assessment group. The Campus Unit's experience with the threat assessment team and management group meetings is that these groups are comprised of numerous stakeholders who bring different perspectives and approaches to particular issues and perceived problems. The Campus Unit views its role to provide a law enforcement perspective to these groups to aid in their deliberations. The form and content of that input naturally varies with the particular issue which is being discussed. The Campus Unit stands ready to provide technical and practical law enforcement information to these groups as requested.

14. ***The University would like help with joint agency emergency response exercises. What assistance can MPD's Campus Law Enforcement unit provide?***

Response: The MPD has participated in many joint agency emergency response exercises, both as the coordinating agency and as a participant. In addition the MPD has hosted regional training for area law enforcement and emergency response agencies. These agencies include the Moscow Volunteer Fire Department and Ambulance Company and the Latah County Sheriff's Office. The MPD recognizes that coordinating multiple agencies in training greatly enhances the comprehensive response and overall safety of the public. A recent example is the hostage/shooter scenario joint exercise coordinated by MPD at Gritman Medical Center The MPD is enthusiastic and excited to coordinate the work of the Campus Unit along with the University of Idaho and other agencies in providing a coordinated and effective emergency response. These exercises include training resources are available from local, regional and national organizations, including the Joint Terrorism Task Force, Fusion Center (law enforcement intelligence), Rocky Mountain Information Network and National Institute of Justice.

15. ***The University must collect Clery Act statistics in a format acceptable and ready for inclusion in the University's annual report to the Department of Education. What assistance can MPD's Campus Law Enforcement unit provide?***

Response: As the MPD currently provides contracted law-enforcement services to the University of Idaho, MPD has also been providing statistics which meet the requirements of the Clery Act to the University for several years. This reporting is the responsibility of the MPD records personnel, who provide support to the Campus Division. The MPD will continue to provide required information in a format directed by the University and the Clery Act. The MPD recognizes that requirements may change or formats may need to be modified in order to meet the University's needs into the future and will continue to work with the University of Idaho in training, collecting and providing Clery Act statistics.

16. ***When planning large events at the university, we would (seek) advice from the Campus Law Enforcement unit regarding adequate law enforcement presence. What assistance can MPD's Campus Law Enforcement unit provide?***

    Response: The MPD has a longstanding relationship and experience in collaboration with University Administration, Departments and representatives. The Campus Unit currently meets with University representatives regarding appropriate levels of both law enforcement and security for University events in order to ensure that the public safety and security needs of the University are met. This arrangement has worked well in the past and if the University is satisfied with the current practice, the MPD would continue to provide this advice. If the University would like to pursue a different approach, the MPD and Campus Unit are willing to participate as requested.

17. ***We would like the following assistance at specific University events, and would like this assistance included in the proposed contract price as separate line items. Are there any concerns about including this service?***

    - ***Winter and spring commencements - Campus Commander or equivalent command staff, and four uniformed officers.***
    - ***Home football and basketball games - MPD has proposed 14 officers for football games and two officers for basketball games. The university accepts this staffing at this time, but remains open to reducing the football staff based on MPD's pricing.***
    - ***Visits by dignitaries; state, local and federal officials, State Board Of Education meetings - MPD has proposed up to 3 on-duty law enforcement personnel. The university accepts this staffing at this time, but remains open to reducing the football staff based on MPD's pricing.***
    - ***And three "special emphasis" patrols of the week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually - Campus Commander, and five officers, for a minimum of 240 hours/week. It is anticipated that shifts will be planned so that the emphasis patrols will include significant night and late-night coverage.***

    Response: This type of assistance is beyond what is offered to a private citizen and, as proposed in the City's Response, was offered to be provided within the overtime line item ($60,000) of the budget proposed in the City's Response. The overtime line item supports not only the referenced special events, but all overtime needs of the Campus Unit.

    The Request for Clarification requests that special events be shown as separate line items. The following table represents the time estimates for each special event requested, with the exception of Dignitary Visits, which have been proposed to be provided by on-duty officers (unless additional staff is necessary as agreed to by the MPD and University).

Campus Overtime

	Number Events	Number Officers	Hours Per Event	Total Hours
Dignitary Visits	3	3	2	18
Winter & Spring Commencements	2	5	4	40
Football Games	6	14	6	504
Basketball Games	15	4	2	120
Special Empahsis Patrols	3	6	40	720
Total Hours				1,384

Please note that historically the MPD has billed the University for overtime for special events at the rate of $36.00 per hour per officer, which does not reflect the actual costs of either standard or overtime costs per officer. This reduced rate has been provided in the past as an accommodation to the University and to support overall public safety and law enforcement in the community. Actual average costs of Campus Unit personnel is over $39.00 per hour (including benefits), while the average overtime costs of Campus Unit personnel is over $59.00 per hour. The overtime budget proposed in the City's Response supports approximately 1,007 hours, which does not meet the amount necessary to accommodate the special events requested, without regard to the Campus Unit's police operations overtime needs.

The following relates to the particular requests for clarification for this section:

- Winter and spring commencements: The proposed staffing level appears to be appropriate based upon longstanding previous experience with this activity.
- Football and basketball games:
  - While the MPD is willing to assess the law enforcement and security needs in collaboration with University representatives, MPD is unable to reduce staffing at football games based solely upon pricing. Considerations in making staffing decisions include considerations of public safety and officer safety. With the primary objective of safety, the MPD is willing to continue to coordinate with University representatives to determine the optimal level of law enforcement presence based upon the particular needs of the event, including any special considerations such as the event (i.e. Dad's Weekend), the game opponent (i.e. Boise State) and other circumstances as identified by the University and MPD.

  - Based upon previous experience with providing law enforcement at basketball games, the proposed staffing level appears to be appropriate in most circumstances. Again, should special considerations arise which raise safety concerns, MPD will continue to coordinate with University representatives to determine the optimal level of law enforcement presence.
- Visits by dignitaries: MPD will staff up to three on duty law enforcement personnel for visits by dignitaries. With the primary objective of safety, the MPD is willing to continue to coordinate with University representatives to determine the optimal level of law enforcement presence based upon the particular needs of the dignitary visit. The MPD has previously responded to issues of staffing level at football games.
- Special Emphasis Patrols: MPD will provide three "special emphasis" patrols of five days in duration, for a minimum of 240 hours/week with significant night and late night coverage.

18. Please find attached the fiscal year adjustments worksheets as requested.

Thank you for the opportunity to clarify the City's Response. We look forward to presenting the City's Proposal in accordance with the UI RFP.

Sincerely

Nancy Chaney

Nancy Chaney
Mayor

c: Moscow City Council
Gary Riedner, City Supervisor
Dan Weaver, Police Chief

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Campus Worksheet 2011-2015
By Fiscal Year Ending June 30

Description	2011	2012	2013	2014	2015
Police Campus					
Full-Time Wages	507,338	694,207	718,504	743,652	769,680
Overtime	45,000	61,575	63,730	65,961	68,269
Overtime Special Events(Reimbu	0	0	0	0	0
FICA Taxes	42,300	57,881	59,906	62,003	64,173
PERSI (State Retirement)	60,113	82,254	85,133	88,112	91,196
Unemployment Insurance	1,658	2,268	2,347	2,430	2,515
Workman's Compensation	21,083	28,848	29,858	30,903	31,984
Health & Accident Insurance	84,735	115,946	120,004	124,204	128,551
Life Insurance	2,738	3,746	3,877	4,013	4,153
Personal Services	**764,963**	**1,046,724**	**1,083,359**	**1,121,277**	**1,160,521**
Liability Insurance (Police)	14,805	20,184	20,790	21,413	22,056
Contractual	**14,805**	**20,184**	**20,790**	**21,413**	**22,056**
Uniform Expense	7,107	9,689	9,980	10,279	10,588
Uniform Cleaning	2,565	3,497	3,601	3,709	3,821
Department Supplies	3,322	4,529	4,665	4,804	4,949
Travel & Meetings	4,403	6,003	6,183	6,369	6,560
Dues, Subscriptions & Membersh	464	632	651	670	690
Personnel Training	8,775	11,963	12,322	12,692	13,073
Telephones	927	1,264	1,302	1,341	1,381
Rental Equip Teletype	2,221	3,028	3,119	3,212	3,309
Repairs & Maintenanc	2,414	3,291	3,390	3,492	3,596
Firearms Program	3,947	5,382	5,543	5,709	5,881
Misc Recruitment Expense	1,622	2,212	2,278	2,346	2,417
Minor Equipment	4,635	6,319	6,509	6,704	6,905
Commodities	**42,402**	**57,808**	**59,542**	**61,328**	**63,168**
Automotive Equipment	20,000	20,450	21,064	21,695	22,346
Capital Outlay	**20,000**	**20,450**	**21,064**	**21,695**	**22,346**
Other Services					
Information Services	12,051	16,430	16,922	17,430	17,953
Fleet Services - Vehicle Suppl	9,374	12,780	13,164	13,559	13,965
Fleet Services. - Vehicle R&M	25,651	34,971	36,020	37,100	38,213
Transfers Out	**47,076**	**64,180**	**66,106**	**68,089**	**70,132**
Dispatch Services	**64,736**	88,257	90,905	93,632	96,441
Campus with Dispatch	**953,982**	**1,297,603**	**1,341,765**	**1,387,435**	**1,434,664**

Budget Assumptions
- > ***Payroll increase 3.5% each year***
- > ***Commodities including Fleet, Information Systems increases 3%***
- > ***No provisions for Radio, Repeater or Band width mandate.***

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UNIVERSITY OF IDAHO

SUBJECT

Security Services contract - AlliedBarton Security Services, LLC.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

The University has developed a plan to include enhanced police services and private security services optimized under the leadership of its own staff. The proposed agreement with AlliedBarton is intended to work in conjunction with the University's proposed agreement with the City of Moscow for police services.

A public, open and competitive Request for Proposal was issued on October 19, 2009. The UI received seven responses. AlliedBarton was selected by the evaluation committee to furnish security services. Subsequent clarifications and interviews were conducted with the AlliedBarton Security Services, LLC.

IMPACT

The initial term of this agreement is from October 1, 2010, through June 30, 2014, with two 3-year optional renewals for a total of six additional years. Contracted annual services total $371,157. The annual price escalation is limited to 2.5%. In addition, the contract provides for direct billing for single coverage medical benefits at a monthly rate of $101.54 per officer.

Total value of the contract if all renewals are exercised and all officers took the medical insurance is $4,220,239 for the period from October 1, 2010 to June 30, 2020.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

This is a companion agreement to the police services contract in the previous agenda item.

The UI has had a longstanding, albeit informal, agreement with the City of Moscow for police services. Last fall the UI bid out its contract for campus police and security services. The City of Moscow and six private security companies submitted bids. The City was the only respondent that could provide officers with police authority. AlliedBarton was selected to provide the security services for the campus.

The University does not currently have security staff on campus, so this contract is an important step forward in the interest of public safety and protection of the University's capital assets. The University will utilize a hybrid public safety strategy that deploys City police officers supplemented with private security personnel. Security officers will perform more routine functions such as facility access control, foot and motorized campus and facility patrols, special event coverage, etc.

Staff recommends approval.

BOARD ACTION

I move to approve the agreement for private security services between the University of Idaho and AlliedBarton Security Services, LLC, in substantial conformance to the contract submitted to the Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-679

The University of Idaho (the "University") hereby awards to AlliedBarton Security Services LLC (the "Contractor" or "AlliedBarton") Agreement number UI-679 to furnish security services to the University, as specified in University of Idaho Request for Proposals Number 09-56J, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 09-56J; b) AlliedBarton Security Services, LLC's response dated January 12, 2010; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) This University of Idaho Agreement Number UI-679; 2) University of Idaho Request for Proposals Number 09-56J; 3) AlliedBarton Security Services LLC's response dated January 12, 2010; and 4) University of Idaho General Terms and Conditions set forth in Request for Proposals Number 09-56J.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, 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:	University of Idaho Purchasing Services PO Box 442006 645 West Pullman Road Moscow, Idaho 83844-2006 Attn.: Director, Contracts and Purchasing Services Phone: (208) 885-6116 Fax: (208) 885-6060
the Contractor:	AlliedBarton Security Services LLC 9466 West Fairview Ave. Boise, ID 83704 Attn: Business Development Manager Phone : (208) 658-6886 Fax: (208) 377-0692

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.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 SCOPE OF SERVICES

The bid price shall include everything necessary for the prosecution and completion of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. AlliedBarton Security Services agrees to provde the following services:

One Account Manager at the billing rate of $26.04 per hour
(40 hours per week) working day shift
One Shift Supervisor at the billing rate of $17.14 per hour.
(40 hours per week) Saturday and Sunday dayshift, Monday through Wednesday swingshift.
Part Time and Full Time Security Officers at the billing rate of $15.82
(342 hours per week) typically one officer dayshift with 3 officers after hours and weekends.

Annual Fees $371,157 to be paid quarterly per section 1.6 INVOICES and the Univesity will receive a 2% discount for four (4) quarterly payments of $90,933.50. The period year of service October 1, 2010 through June 30, 2011 is not a full year and shall be prorated to include three (3) quarterly payments of $90,933.50.

All efforts will be made to maintain the foregoing schedule; however, changes may be made to provide flexibility and to address particular needs of the parties. AlliedBarton will provide special event coverage (“Additional Special Duty”) at a cost of $25.00 per hour. Any Additional Special Duty must be agreed upon and approved by the parties in writing prior to any use. The approving office for the university is Risk Management. Additional Special Duty will be separately invoiced as per Section 1.6 INVOICES.

AlliedBarton to furnish all uniforms, eight (8) hours of on the job training, CPR, firstaid, and AED certification. AlliedBarton to furnish cell phones. AlliedBarton will provide four (4) hours annually of refresher training.

The following six days are considered holidays and are not included in the regular contracted hours: New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day and Labor Day. Hourly billing rates for holiday’s are: Shift Suprevisor $25.71, Security Officer $23.73. Work shall be planned and scheduled prior to the holiday and shall be agreed to by the parties in writing. The approving office for the university is Risk Management.

The University shall be direct billed for single coverage medical benefits at a rate of $101.54 per month per officer utilizing such coverage. Invoices for medical benefits shall be paid by the University to Contractor within 30 days of receipt of the invoice.

The University shall provide one (1) vehicle for security use.

1.4 TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014. The term of this agreement may, if mutually agreed, be extended by two (2) three- (3-) year increments for a total of six (6) additional years, provided AlliedBarton receives written notice of each extension at least one-hundred eighty (180) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.6 INVOICES

For services included in the annual fee, AlliedBarton shall provide the University with an annual single invoice at the beginning of each billing period. The University shall pay Allied Barton with quarterly installments pro-rated equally over the ensuing billing period. Such quarterly installments shall be due on the last day of each calendar quarter. By way of example, the invoice for the first billing period shall be due to the University by 10/1/2010 and shall be paid by the University in equal quarterly installments of $90,933,47 by the last day of each quarter beginning_October 31, 2010 and ending June 30, 2011.

Invoices for any additional special duty must include a copy of the written authorization by the University for such additional special duty. The approving office for the university is Risk Management. These invoices shall be delivered to the University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special duty was used. The University shall pay the invoice amount within 30 days of receipt of the invoice.

For illustrative purposes, the invoice and payment schedule is set forth below:

Billing Period	Invoice calculation	Invoice Amount	Invoice due from City	Quarterly installment from University with 2% discount	First payment due from University
10/1/2010 – 6/30/2011	$ 371,157 / 4 * 3	$ 278,367.75	10/1/2010	$ 90,933.47	10/31/2010
7/1/2011 – 6/30/2012	$ 371,157 * 102.5%	$ 380,435.92	7/1/2011	$ 93,206.80	8/1/2011
7/1/2012 – 6/30/2013	$ 380,435.92 * 102.5%	$ 389,946.81,	7/1/2012	$ 95,536.97	8/1/2012
7/1/2013 – 6/30/2014	$ 389,946.81 * 102.5%	$ 399,695.48	7/1/2013	$ 97,925.39	8/1/2013
Additional Special Duty	$25 per hour per officer		15 days after end of month in which Additional Special Duty is used	Not applicable	30 days after invoice received
Medical Benefits	$101.54 per month per officer utilizing coverage		15 days after end of month in which Medical Benefit coverage is furnished	Not applicable	30 days after invoice received

Invoices shall reference “AlliedBarton security services” and shall be sent to:

University of Idaho
Risk Management Office
PO Box 443162
Moscow, ID 83844-316

1.7 TERMS AND CONDITIONS

Paragraphs 6-3, 6-9, 6-19, 6-34, 6-37, 6-38. 7-2, 7-3 of the Request for Proposal are deleted in their entirety and replaced with the following, all other General Terms and Consitions remain as stated in the Request for Proposal:

6-3 <u>TERMINATION FOR CONVENIENCE</u>

Either party may terminate this Agreement, in whole or in part, with Ninety (90) day written notice. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

University may request appropriate financial information and documents to verify costs and expenditures in order to make statements and presentations to University's governance and the Board of Regents, in accordance with the University and SBOE policies regarding stewardship of funds.

The billing rates set forth in this Agreement are valid for the initial term in which the agreement is in effect. The billing rates thereafter will be increased annually per clause 1.6, Invoices.

6-19 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed. The Contractor does not warrant or guarantee that the services constitute complete security a the University's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). The University agrees that the Contractor has not been engaged as a secuitiy consultant with respect to any location.

6-34 ACCOUNTING, AUDIT

For a period of three (3) years following completion of the services called for hereunder, The University or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services over the prior twelve (12) month period, at its expense. The Contractor reserves the right to reqire a confidentiality agreement directly with the auditor and /or auditing firm prior to granting access to its relevant records.

6-37 FEDERAL SAFETY ACT

The Contractor has received a Certificate of SAFETY Act Designation from the Department of Homeland Security, which identifies the Contrators's physical security guard servicesas a Qualified Anti-terrorism Technology ("QATT") In some cases, the Contractor may be utilizing QATT in performing services under this Agreement, either in their entirety or in combination with other, non-SAFETY Act covered services. Where this QATT has been deployed in defense against, response or recovery from an acto of terrorism as that latter term is defined under the SAFETY Act (as herein defined), the Contrctor and the University, purchaser of QATT, agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for lossesd, including business interruption losses, that its suststains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. "SAFETY Act" is defined as the Support Anti-terrorism gy Fostering Effectiove Technologies Act of 2002, 6 U.S.C. 441-444, as amended.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, to the extent arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligent act or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense, by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all calims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

This provision shall survive the termination of this Agreement.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 7.3, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material adverse change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

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

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of A-, V or better and be authorized to provide insurance coverage in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured up to the insurance limits in this Agreement. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

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

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

7.3.2 Required Insurance Coverage.

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

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall be $1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of $1,000,000; Underinsured and Uninsured Motorists limit of $1,000,000; Comprehensive; Collision; and a Medical Payments limit of $10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

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

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of $100,000 / $500,000 / $100,000.

1.8 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this contract is October 1, 2010.

For the Regents of the UNIVERSITY OF IDAHO		**AlliedBarton Security Services, LLC**	
SIGN	______________________________	SIGN	______________________________
PRINT	______________________________	PRINT	______________________________
TITLE	______________________________	TITLE	______________________________
DATE	______________________________	DATE	______________________________

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Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 09-56J

FOR

Police and Security Services

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6126
Fax   (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: October 19, 2009

Proposals Due: January 12, 2010

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UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J

PROPOSAL RESPONSE CERTIFICATION

____
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

____
Name

____
Signature

____
Title

____
Contractor

____
Street Address

____
City, State, Zip

____
Telephone Number and Fax Number

____
Cell Phone Number

____
E-mail Address

____
State of Incorporation

____
Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_______
Women Owned Business Enterprise (WBE)	_______
Small Business Enterprise (SBE)	_______
Veteran Business Enterprise (VBE)	_______
Disadvantaged Business Enterprise (DBE)	_______

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for Police and Security services. The University is looking for creative solutions to meet its needs along the continuum between policing and security requirements. Proposals will be accepted either for policing only, for security only or a consolidated combination proposal from a lead agency. Care should be taken to describe the line between the two and the coordination of efforts required. Minimum requirements for this scope of work are set out in Section 3 "Technical Specifications and Bid Form."

The University may at its sole discretion request clarifying presentations for one or more vendors. Once the University establishes the best operational combination of services, Best and Final offers will be entertained or negotiated.

Multiple awards may be made as a result of this Request for Proposal and nothing in this agreement is intended to grant exclusive rights.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on January 12, 2010 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 4441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. *By submitting a proposal, the Proposer is accepting the terms and conditions set forth in this Request for Proposal, and any addendums thereto, which includes general contract terms and conditions and purchase order terms and conditions.* The terms and conditions set forth in the Request for Proposals, including addendums thereto, and the Proposal and any terms and conditions included therein that are accepted by the University shall serve as the Agreement terms and conditions. The Agreement shall be subject to the applicable laws of the State of Idaho. The order of precedence of Agreement documents shall be RFP then Proposal. In addition, the Purchase Order terms and conditions shall apply to all purchase orders used under this contract. No other terms and conditions shall apply unless agreed to in writing by the parties.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

October 19, 2009	Request for Proposals issued
January 12, 2010	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services no later than 4:00 p.m., Pacific Time, on October 28, 2009 to:

Christopher Johnson, Director
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 4441202
Moscow, ID 83844-1202
Telephone: (208) 885-6126
Fax: (208) 885-6060
E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Six (6) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13. TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014, commencing upon the date of execution by the university, October 1, 2010. The term of this agreement may, if mutually agreed upon in writing, be extended by two 3-year increments for a total of six (6) additional years, beginning on July 1 and ending on June 30, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of termination, which will be June 30 of the year in which it terminates. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data THAT IS LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

1-17 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-18 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Director of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

E. Response to Specifications and Proposal Response: Please answer all questions throughout this proposal and provide a clear, concise presentation bringing your expertise and experience to provide a full understanding to the selection committee of your response. The University may award based solely upon this response and may not necessarily request additional information.

E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.

F. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3.1 BACKGROUND

3.1.1. University of Idaho: Founded in 1889, the University of Idaho is the state's flagship higher-education Institution and its principal graduate education and research university, bringing insight and innovation to the state, the nation and the world. University of Idaho researchers attract more than $100 million in research grants and contracts each year. The university's student population includes first-generation college students and ethnically diverse scholars. Offering more than 150 degree options in 10 colleges, the university combines the strengths of a large university with the intimacy of small learning communities. The University of Idaho operates within a $322,370,600 budget.

The University has a total enrollment of 11,739 with 871 faculty and 1,409 staff members. Enrollment on the Moscow campus totals 10,682 with a large residential population of 7,215. Our student population consists of 8,337 undergraduate, 1,501 graduate and 313 Law students. We have 3,476 nonresident students.

The university, along with its students and staff are actively involved in the local community; Moscow, Idaho. The town was incorporated in 1887 and is the Latah County seat. The 2000 Population Census for Moscow was 21,291 (includes students). Moscow is eight miles from Pullman, home of Washington State University. The surrounding area is very picturesque with rolling hills and tremendous outdoor recreational opportunities.

*These figures are presented as an indication of scale and vary from semester to semester.

3.1.2. University of Idaho Mission and Goals:
The University of Idaho has established a strategic plan and mission to include four principle goals:

- TEACHING AND LEARNING GOAL
- SCHOLARLY AND CREATIVE ACTIVITY GOAL
- OUTREACH AND ENGAGEMENT GOAL
- ORGANIZATION, CULTURE, AND CLIMATE GOAL

An in depth examination of these goals is available on the web:
http://www.uihome.uidaho.edu/default.aspx?pid=92884

The University of Idaho is currently implementing a branding strategy to shape perceptions of the University so all our audiences are more inclined to support, participate and engage in the University. Additional information is available on the web:
http://www.uidaho.edu/commguide/strategy.html

3.1.3 Buildings

The University of Idaho's Moscow area campuses encompass 1428 acres, with the core of campus sited on over 300 acres, and serving nearly 11,000 students. There are roughly 250 buildings on the main campus. Campus buildings vary in age, ranging from Ridenbaugh Hall (c. 1902) to the Living Learning Center (c. 2005). Campus buildings include a variety of spaces and functions, including classrooms, research and teaching labs, faculty and administrative offices, sports and recreation facilities, student housing, food service and retail functions, agricultural and animal husbandry, steam production and industrial/utility support functions.

The core of campus is largely pedestrianized, with limited vehicle access serving emergency, service, and delivery needs. Major parking functions are generally sited at the edge of the campus core. Buildings in the core generally house classroom, office, and laboratory functions. Agricultural use dominates the western and northern areas of campus; open green space (arboreta and golf course) is found along the southern edge; family housing at the southeast; Greek housing to the east and south; student housing on the north. There are some private in holdings within the campus boundaries, largely serving housing (some Greek) needs.

3.2 CURRENT OPERATIONS

3.2.1 Reporting structure current liaison officer

The Emergency and Security Services Officer is the liaison between the University and the Contractor. The Emergency and Security Services Officer reports to the Risk Management Officer. In addition to Risk Management, security and law enforcement agencies would work closely with the Office of the Dean of Students, Facilities, Auxiliaries (including Parking and Residences) and Environmental Health and Safety.

3.2.2 Moscow Police Department

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

3.2.3 Parking

Currently, the University and the City of Moscow have a Memorandum of Understanding for the City /University Parking program. This provides a cooperative agreement for the enforcement, collection and issuance of parking permits in accordance with the University Parking Program on City of Moscow streets and public rights-of-way within the area in and around the University of Idaho. University parking services personnel enforce University of Idaho parking regulations. The Moscow Police Department enforces City of Moscow parking regulations where applicable. Proposers may provide an alternative to this system.

3.2.4 University Facilities

University will provide a facility for law enforcement and security services. (hereinafter "University Substation"). The University Substation may serve as a command post for police and security services provided to the University under this RFP, as office space for commissioned and non-commissioned officers assigned to the University, and for other purposes that enhance University safety and security. Secure office space for the University's Emergency and Security Services Officer will be included at this location. The Proposer will be responsible for providing any necessary computer hardware and connectivity, telephone, copier, fax and radio communication systems.

The university provides a secure gun locker facility to allow residence students a safe protective facility to store firearms while not in use. The campus is a weapon free zone, with the exception of the ROTC shooting range located in the basement of the Memorial Gym. The successful Proposer will be responsible for operating and securing the gun locker, and providing review of exceptions to our gun policy, including but not limited to the operation of the ROTC shooting range located in the basement of the Memorial Gym. These exceptions will be authorized by the Emergency and Security Services Officer and the Director of Environmental Health and Safety.

3.2.5 University Emergency Notification System

The University has purchased an emergency notification system which can send text, cellular and email notification if required during a significant campus security event. The successful Proposer will be responsible for participating in this alert system, and communicating and coordinating with the university when emergency communications are needed. When supplied with information from the successful Proposer, the university will include appropriate personnel of the Proposer in the database of the emergency notification system. Inclusion in the University ENS will allow the successful Proposer an opportunity to view emergency messages sent by the University.

3.2.6 Crime Statistics

The University's Clery Act statistics for the last 3 calendar years are available at:
http://www.webs.uidaho.edu/security/crimestats.htm

3.3 TECHNICAL SPECIFICATIONS AND RISK ANALYSIS

The University would like to establish an optimal balance between commissioned police officers and non-commissioned security personnel. Please describe your experience with this blend in an open campus environment with a high residence population. Please describe the functional duties which these two types of security personnel can provide. The University supports and encourages the use of a Community Policing concept with officers assigned to foot patrols, bicycle patrols or related duties that bring them into personal and visible contact with students, University staff and faculty. The successful Proposer will focus on a comprehensive approach that provides the University with loss prevention, mitigation and response related to the security and law enforcement needs of the University

3.3.1 Staffing and Training Requirements

Please describe your hiring procedures, background checks, qualifications and continuing training requirements of staff. The University shall participate in the selection of the commander, and shall have the ability to request a replacement commander if, in the University's judgment, the commander's performance is unsatisfactory. The University shall have the ability to request replacement officers and staff if, in the University's judgment, the performance of any officer or staff is unsatisfactory.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to void, limit, or restrict the authority vested in the peace officer agency regarding police services and general law enforcement.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to limit the authority vested in the Board of Regents of the University of Idaho, by the Idaho Constitution and by the Idaho Code, to exercise general supervision of the University of Idaho.

Anticipated hours of operation are 24 hours a day, 7 day a week year round. Please describe an optimal staffing level of commissioned and/or non-commissioned personnel to maintain appropriate protection, response and deterrent levels to the campus community. The campus is to be covered by Proposer personnel at all times. Include the ability to have staff available to monitor surveillance and security cameras and alarms, including but not limited to fire, elevator, access/security, panic and environmental systems.

The successful Proposer will provide training of both commissioned and non-commissioned officers in areas of expertise vital to the comprehensive security of the University, including but not limited to best practices in the areas of sexual assault protocols and investigations, crime prevention, services to non-English speaking populations, and working with diverse populations. Training shall include joint agency exercises, coordinated with the University Emergency and Security Services Officer, that foster a comprehensive response by all security personnel and University staff to respond effectively to emergency situations. Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

3.3.2 Vehicles and equipment

The successful commissioned officer Proposer will furnish at minimum two clearly identifiable patrol vehicles. Bicycles and marked or unmarked security vehicles shall also be furnished as appropriate. Describe.

The successful Proposer will provide all necessary personal equipment for police and security officers to include minimally; uniforms, belt and accessories, bullet resistant vest, hand-gun, radio, uniforms, taser as appropriate for assigned personnel. Please describe.

3.3.3 Communications

Emergency dispatch is currently provided regionally by WHITCOM. WHITCOM or other dispatch services will be included in the bid. If a service other than WHITCOM is used, the Proposer will provide detail on what service will be used and how it will function effectively on behalf of the University. Provided dispatch services will have the goal of promoting timely, accurate and reliable communications with the University community. Dispatch services are often the first line of communication with a member of our University community and should be handled as an opportunity to promote a "community policing" model and improve the image of the University.

3.3.4 Reports, analysis, planning

The service provider shall furnish statistics and reports that will allow for the University's compliance with the Clery Act, including provision of information in an electronic format that complies with the Clery Act and any updates to the Act. In addition, the service provider will provide daily logs to the University's Emergency and Security Services Officer as provided by the Clery Act.
(See: http://www.ed.gov/admins/lead/safety/campus.html)

Service providers shall, in consultation with the Emergency and Security Services Officer and Office of the Dean of Students, develop an annual security and/or law enforcement plan that list actions designed to meet the expectations of the University. Results of actions taken under this plan will be reported annually at the time of the contract cost negotiations. The plan shall also provide guidance and information to the University in loss prevention, mitigation and response.

Prior to award of final contract the University will work with the successful Proposer(s) to develop and implement a weekly risk analysis report.

3.3.5 Law enforcement at university events

The University would like the following events addressed by your response. Particular attention should be paid to describing the appropriate mix of commissioned and non-commission officers. Annual events include:

- Winter and spring commencements
- Home football and basketball games
- Visits by dignitaries; state, local and federal officials, State Board of Education meetings
- And three "special emphasis" patrols of a week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually.

These baseline events shall be included in your baseline cost proposal. An hourly rate for additional or unanticipated events shall also be provided

3.3.6 Comprehensive security and law enforcement functions

The service provider(s) should specify if they will, or will not, be legally able to provide the following functions for the University community, and describe, if the services can be provided, how the functions will be performed and the extent of service available. Service providers may list and describe other services they can provide, but must respond to at least this list of services. Please describe other services and options provided in support of University operations, which the University should consider in your proposal:

- Patrol of campus and perimeter of campus 24 /7/365
- Patrols to include bike, foot, and vehicle
- Interaction with Whitcom dispatch
- Reports, analysis, planning
- Operation of University substation
- Operation of gun locker
- Parking services
- Participation in emergency communications
- Monitoring and response to fire, medical, and university alarm calls
    - Fire
    - Elevator
    - Access / security
    - Panic
    - Environmental systems
- Response to civil/security standby
- Investigation and follow-up of all crimes not assigned to detectives

- Implement proactive theft deterrent systems such as VARDA and TRL
- Building security surveys
- Crime prevention presentations including but not limited to:
    - Alcohol/drug awareness
    - Rape and sexual assault prevention
    - Theft prevention
    - Bike Safety and registration
    - Crime reporting
    - New student orientation
    - Other as requested
- Escorts
- Lock-outs

  Child safety-seat installation/inspection

- Detectives
- Victim witness services
- Legal services
- Narcotics Unit
- Records
- Crime Analysis Unit
- Crime Lab
- Crime Prevention Unit
- Evidence processing and storage
- Tactical team for emergency situations
- Negotiations team for emergency situations
- Selected Traffic Enforcement Patrol
- Canine services - patrol/tracking, narcotic, bomb/explosives
- Vehicle maintenance
- Information Services

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

A. Potentially Acceptable
B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below:

- Experience and References
- Qualifications, training
- Ability to reduce/mitigate University risk
- Customer service and outreach
- Costs

Not necessarily listed in order of importance. The University may at its discretion use life cycle or best value analysis.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

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

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

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

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

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

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

University may request appropriate financial information and documents to verify costs and expenditures in order to make statements and presentations to University's governance and the Board of Regents, in accordance with the University and SBOE policies regarding stewardship of funds.

The Contractor shall provide the University with a monthly invoice equal to one-twelfth of the mutually agreed annual contract cost for services provided. The University shall pay the Contractor on a monthly basis equal to one-twelfth of the mutually agreed annual contract cost.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

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

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-19 CONTRACTOR REPRESENTATIONS

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

6-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-21 SURVIVAL OF TERMS

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

6-22 HEADINGS

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

6-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-24 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-25 WAIVER

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

6-26 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 (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-27 NO JOINT VENTURE

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

6-28 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to or learned by the Contractor during the course of this Agreement unless Contractor has received the prior written consent of the Universityto make such disclosure.

The Contractor agrees to respect obligations of the The University under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and similar compliance regulations of the The University, and to work constructively with the The Universitys within the constraints of the The University's privacy obligations.

This provision shall survive expiration and termination of this Agreement.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

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

6-32 PROPERTY RIGHTS AND REPORTS

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

This provision shall survive expiration and termination of this Agreement.

6-33 ATTORNEYS' FEES

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

6-34 ACCOUNTING, AUDIT

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

6-35 NONDISCRIMINATION AND AFFIRMATIVE ACTION

6-35.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. The Contractor certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

6-35.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

6-35.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

6-35.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order°11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

6-35.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

6-35.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

6-36 REPRESENTATIONS AND WARRANTIES

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

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

This provision shall survive the termination of this agreement.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

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

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

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the

University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

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

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

7.3.2 Required Insurance Coverage.

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

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

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

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

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than $100,000 / $500,000 / $100,000.

7.3.2.4 Professional Liability. Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

UNIVERSITY OF IDAHO
PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.

2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.

3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.

4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.

5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.

6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor’s risk and expense.

8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.

9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.

10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.

11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor’s breach of Agreement.

13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.

15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.

16. 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.

17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the recission of the transferred Agreement at the option of the University of Idaho.

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

19. 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 thereof, 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 (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

20. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.

21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.

24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

Exhibit A – Request for Certificate of Insurance from Contractor*
***If bid is awarded to Contractor**
Page 1 of 2

Give this form to your insurance agent / broker

***Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE*.**

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

  State of Idaho and the Regents of the University of Idaho
  Attn: Risk Management
  P.O. Box 443162
  Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services

- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

- All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.

- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational University, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.

- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.

- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.

- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.

- A copy of this certificate request must be sent with the Certificate.

Exhibit A – Request for Certificate of Insurance from Contractor*
***If bid is awarded to Contractor**
Page 2 of 2

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

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

- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than $1,000,000; Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.

- Workers' Compensation. Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of $100,000 / $500,000 / $100,000.

- Professional Liability. Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

If you have additional questions, please contact:

Nancy Spink, Risk Management Officer, University of Idaho.
PH (208) 885-6177. FAX (208) 885-9490
nspink@uidaho.edu

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J

PROPOSAL RESPONSE CERTIFICATION

1/12/2010
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers 1 to 3 have been received and were examined as part of the RFP document.

BILL TRAUGHBER
Name

[signature]
Signature

BUSINESS DEVELOPMENT MANAGER
Title

ALLIEDBARTON SECURITY SERVICES
Contractor

9466 WEST FAIRVIEW AVE
Street Address

BOISE, ID 83704
City, State, Zip

OFFICE: 208/658-6886 FAX: 208/377-0692
Telephone Number and Fax Number

360/608-1374
Cell Phone Number

BILL.TRAUGHBER@ALLIEDBARTON.COM
E-mail Address

DELEWARE
State of Incorporation

20 2335618
Tax ID Number

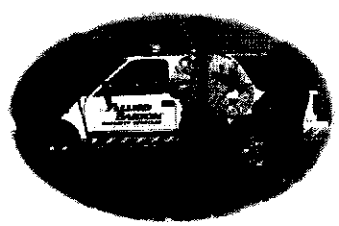
Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) ______
Women Owned Business Enterprise (WBE) ______
Small Business Enterprise (SBE) ______
Veteran Business Enterprise (VBE) ______
Disadvantaged Business Enterprise (DBE) ______

Business Classification Type is used for tracking purposes, not as criteria for award.

REALIZING WORLD-CLASS SECURITY THROUGH QUALITY PERSONNEL

ALLIEDBARTON®
SECURITY SERVICES



Presented to:
University of Idaho
RFP No. 09-56J

Presented by:
Bill Traughber
Business Development Manager
AlliedBarton Security Services

Date:
January 12, 2010, 4:00 PM Pacific Time

A Security Program for University of Idaho from AlliedBarton Security Services

ALLIEDBARTON
SECURITY SERVICES

TABLE OF CONTENTS

We are pleased to present AlliedBarton's capabilities to provide contract security services for the University of Idaho. We recognize that Idaho is exploring options to reconfigure its police and security functions and we present our qualifications to be your partner in those efforts. We do not purport to have the fully crystallized answer to the optimal staffing question; in fact, to make such a claim would be out of line as we believe that together we can determine whether and how we can best work together to achieve your security goals. We have succinctly answered your RFP questions and hope that you find our unparalleled experience in securing college campuses informative to the discussions in Moscow.

Your choice of a contract security provider will be made under the spotlight of concerned students, parents, staff and visitors who are acutely aware and concerned about safety. No choice about resourcing campus security is more important than the qualification, experience, preparation, and deployment of security forces that are integral to the protection of your stakeholders. We look forward to this opportunity to provide a supplemental security solution for University of Idaho.

Why should University of Idaho consider AlliedBarton?

AlliedBarton has made a distinctive commitment to the Higher Education marketplace. Our corporate DNA has been shaped by our services to many of the nation's leading colleges and universities and we will bring that understanding and passion to our services at the University. We know that it takes both a strong local presence and a national commitment to an industry to build a successful security services business. We will bring both to University of Idaho – **a Northwest Region and Idaho District leadership team that understands how to deliver quality security services to college campuses supported by our unparalleled national network of institutions** where we deploy nearly 4,000 officers daily who implement best practices in campus safety each day.

What makes AlliedBarton a leader in the Higher Education marketplace?

Our commitment to the industry is unequaled. **We have more business in Higher Education than all the other security companies in the country combined.** In fact, standing alone our Higher Education business would be the nation's 12th largest security company. We provide thoughtful leadership, participate in programs, and have provided financial support to the industry associations advancing the cause of campus security including IACLEA, ACUHO-I, NACUBO, AGB, ACE, and ASCA. Our officers supplement the campus public safety departments and provide coverage on many research university campuses around the country. These campuses offer the incumbent challenges of maintaining an open environment while being cautious about potential risks to the campus, students, faculty, staff, visitors and property.

What makes AlliedBarton different from the other providers University of Idaho can choose from?

We recognize the importance of your brand and will provide top quality officers who look great, reliably stand their posts, and are trained to deal with the challenges they will incur on campus. Our security will perform their post responsibilities and serve as ambassadors as they greet, provide helpful directions and other assistance in the course of their duties. Our officers will be trained on the responsibilities that come with their service including how to provide outstanding customer service as well as reduce conflict, manage aggressive behavior, and provide reassurance to the members of your community. Our turnover rate will be lower as our officers will earn good wages and compensation and they will receive unequalled training and will be diligently managed.

We have all of the fundamentals of security management mastered. We've learned that preparation, practice, and diligent management oversight are essential to keeping a campus safer. A recognized leader in continually setting the standard for training and quality, AlliedBarton was the first security services company selected as a *Training* magazine Top 125 training company for four consecutive years. Our continuing professional education program is distinguished by combining fundamental security officer training with industry-specific subjects that help our officers better interact with your students, faculty, staff and campus visitors and to deal with unique threats to college campuses.

This proposal is AlliedBarton's commitment to serve you, your students, faculty, staff and other visitors to the University of Idaho. We look forward to delivering the highest quality and most cost effective program available in Idaho and in the Higher Education industry. If you have any questions please feel free to contact me personally at 360-608-1374 or by email at bill.traughber@alliedbarton.com.

Sincerely,

Bill Traughber
Business Development Manager
Allied Barton Security Services

A. **Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.**

Attached to front as per RFP mandates.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

AlliedBarton is the premier provider of highly trained security personnel to commercial real estate, residential communities, shopping malls, higher education, healthcare, financial, manufacturing and distribution, chemical/petrochemical, government sites and other facilities. Our focus is on quality. We provide reliable protection, customized programs and unparalleled customer service across the country. We are the nation's largest American-owned and managed contract security services firm. Our more than 50,000 employees and 100 offices across the country service a client base of several thousand which includes approximately 200 Fortune 500 companies nationwide. AlliedBarton is headquartered in Conshohocken, PA, and has been American owned and managed since 1957.

The company's parent is Allied Security Holdings LLC. Since August 2008, a majority of Allied Security Holdings' membership interests are held, indirectly, by a subsidiary of The Blackstone Group, one of the world's leading investment and advisory firms.

C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.

Northeastern University
Joe Griffin
Director of Public Safety
360 Huntington Avenue
Boston, MA 02115
(617) 373-4877
j.griffin@neu.edu

We provide a range of supplemental services to this urban university police department including numerous outdoor posts, building and parking lot entrances, and all freshman residence hall access control. Mr. Griffin has been a national leader in developing and deploying the hybrid model of police and security on an urban campus.

The University of Chicago
Marlon Lynch
Associate VP for Safety and Security
5640 S. Ellis Avenue L-101
Chicago, IL 60637
(773) 702-8144
mclynch@uchicago.edu

We recently assumed responsibility at The University of Chicago for numerous security posts around the campus as part of a reorganization of police and security functions. Chief Lynch has been our client previously at Vanderbilt University and partnered with us again when he assumed his role at U of C one year ago. Chief Lynch is also the current President of IACLEA.

Drexel University
Dominic Ceccanecchio
Sr Associate Vice President of Public Safety
3201 Arch Street
Suite 350
Philadelphia, PA 19104
(215) 895-1554
domenic.ceccanecchio@drexel.edu

We perform a wide range of security services in partnership with the Drexel Police Department. As Drexel has nearly doubled in size to a major research university of 20,000 students, we have concurrently evolved our security program. Interestingly, Drexel recently established a fully sworn in-house police department after years of working interdependently with the Philadelphia PD. Mr. Ceccanecchio has additional knowledge of AlliedBarton as he formerly was our contract administrator at the University of Pennsylvania, Drexel's neighbor, and an encyclopedic account for AlliedBarton.

University of South Florida
Tom DiBella, Director of Purchasing and Property Services
4200 E Fowler Ave
Tampa, FL 33620
(813) 974-2481 x3305
tdibella@admin.usf.edu

We supplement the campus police department providing a range of patrol and access control services. Mr. DiBella can uniquely describe the challenges that were initially faced by USF when we assumed responsibility and how the partnership with AlliedBarton has resulted in a safer campus.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

AlliedBarton's commitment to the Higher Education industry is unequaled. **We have more business in Higher Education than all the other security companies in the country combined. In fact, standing alone our Higher Education business would be the nation's 12th largest security company**. We provide thought leadership, participate in programs, and have provided financial support to the industry associations advancing the cause of campus security including IACLEA, ACUHO-I, NACUBO, AGB, ACE, and ASCA. Our corporate DNA has been shaped by our services to many of the nation's leading colleges and universities and we will bring that understanding and passion to our services at University of Idaho.

Our scale as the largest American-owned security company, depth of experience protecting America's colleges and universities, and management follow-through from our Northwest Operations Team to ensure the highest quality contract security force is recruited, vetted, trained, compensated and managed means that University of Idaho's stakeholders can be assured of their safety on and around campus. We bring our knowledge of best practices in guarding institutions that has been gained through decades of experience serving a wide range of university and college clients.

We are honored to serve some of the most pre-eminent universities in the country, including ***Penn, the University of Chicago, Stanford, Columbia, NYU, Yale, Johns Hopkins, Duke, Vanderbilt, Washington University, Northwestern, Georgetown, Tufts*** and the ***University of Southern California.*** We provide support for major state universities including ***City College of New York, Auburn, SUNY Stony Brook's Southampton Campus, Georgia Tech, the University of South Florida, Temple University, the University of Central Florida, California State University Northridge, the University of Colorado Denver, California State University Long Beach,*** and ***the University of Mary Washington*** in Virginia.

Today's university campuses require a dynamic approach to mitigate the risks that threaten people and property. Regardless of the strength and wealth of an institution, resources are not unlimited and prudent budgeting requires a university to consider multiple cost-effective strategies. Our large university partners have embraced a strategy of supplementing core resources with dependable and responsive AlliedBarton security professionals. At these institutions we provide foot, bike and motorized patrols, stand posts at academic building and residential hall entrances, provide escort services and generally improve the visibility and accessibility of campus security services. And when demand dictates, supplemental contracted security personnel may be required to fill vital spot roles during special events or in emergencies.

E. Response to Specifications and Proposal Response: Please answer all questions throughout this proposal and provide a clear, concise presentation bringing your expertise and experience to provide a full understanding to the selection committee of your response. The University may award based solely upon this response and may not necessarily request additional information.

3.3 TECHNICAL SPECIFICATIONS AND RISK ANALYSIS

The University would like to establish an optimal balance between commissioned police officers and non-commissioned security personnel. Please describe your experience with this blend in an open campus environment with a high residence population.

More than 20% of America's colleges and universities are now using contract security to help staff all or part of their security programs. Most large institutions use a hybrid strategy that deploys commissioned law enforcement officers supplemented by security officers who perform more routine functions such as access control (gatehouses, academic building and residence halls control desks are the most typical assignments), routine patrols and escorts, parking enforcement and facility safety.

At AlliedBarton, our partnerships start with a clear definition of your specific expectations of us. Together we create a scope of services that :

- outlines the specific post responsibilities for which we are responsible,
- your expectations for the required competencies of the officers (e.g. customer service skills, knowledge of security and safety fundamentals, first aid, etc,),
- the capacity needed for regular and ad hoc assignments,
- your expectations for how the officers will interact with your community members and how the company's management team will work with you

Our services include access control, building systems monitoring and personal and institutional business continuity support. We ensure compliance with institutional policies, governmental regulations, and our adherence to our own corporate best practices.

Our access control services help ensure that those present on your campus have a legitimate business there. Regardless of your access strategy – from a fully open campus during the day to one with increasing security as the lights go down we can help establish perimeters at the edge of campus and tighten security around targets such as residential halls, institutional collections and other restricted venues – we diligently stand posts that convey your institutional policy for the campus or facility. We offer services and solutions that verify legitimate access, manage visitor access and detect and deter intrusions.

We actively monitor building systems operations and guard against threats to the structures and their occupants. We typically monitor surveillance cameras and dispatch field officers to respond to incidents that we, or intrusion alarm systems detect. We also monitor building systems to determine proper operation, to proactively protect against hazards and to respond when appropriate. We offer solutions that monitor and report on specific hazards with a watchful eye on issues that affect risk, liability, cost of operations and sustainability.

Our training programs help ensure that our officers are prepared for and ready to respond to all hazards that could threaten the University or individual community members. Our officers are trained to respond to the most common incidents including First Aid, CPR and AED practices as well as complex scenarios including handling confrontations, dealing with fire and being alert to all safety hazards. We plan, practice and revise our operational procedures to ensure readiness. We provide flexible resources to ensure continuous coverage and supplemental resources to fill in during extraordinary circumstances.

We deliver our services locally while supporting our teams nationally. We verify our work to ensure there are no lapses in coverage that could expose our clients to risk and liability. We check on a continuous and periodic basis that we've successfully executed our post orders and that our officers understand their responsibilities. We use real-time verification technologies to verify and report on our work efforts. The bottom line is that our preparation, execution and validation ensure our college and university clients can be assured of the most cost-effective security solutions.

Please describe the functional duties which these two types of security personnel can provide.

There are very distinct roles played by commissioned officers and private security officers. As peace officers, the law enforcement staff is sworn to uphold the law at all times and to use all measures, including deadly force, to ensure the safety of the community. These obligations require a high level of training on legal issues and police tactics that provide the foundation knowledge for performing their duties. While highly trained police officers are often called upon to perform routine security tasks, their real value is in understanding the laws they are sworn to uphold and investigating, apprehending and responding as needed. Our security officers serve as another set of eyes and ears that help deter and detect potential incidents and crimes and they are prepared to assist the responding police with jurisdictional responsibility over the campus. Our officers know what to do in response to all hazards, including medical emergencies, criminal incidents, natural disasters, or any other campus or regional emergency because they understand their roles that have been documented in post orders and procedures and practiced along with police and other emergency responders.

AlliedBarton typically provides a university with licensed, well-trained and well-managed security officers who are prepared, respected, responsive and integral to:

- *Increasing patrol density and creating a visible deterrent* – we provide motorized, bike and foot patrols for general campus building and parking lot surveillance and target critical areas of concern. We observe, detect, report and deter incidents.
- *Ensuring legitimate access* – Our officers create another barrier to entry and conduct a personal check of credentials at residence halls, libraries, athletic facilities, gatehouses, and academic buildings and can handle key control and issuance of

identification badges for access control as well as provide for locking/unlocking services when requested. We also provide checks of parking credentials and issue citations.

- *Improving customer relationships while keeping campus constituents safe* – We provide walking, bike and vehicular security escorts for students, faculty, staff, and visitors, help guide visitors to campus, and provide parking lot and vehicle assists. As first responders, our officers are typically trained in First Aid, AED and CPR.

- *Keeping buildings and grounds safe* – Our officers monitor building systems and alarms to keep campus property safe and secure. We check and report on the functioning of lighting, windows, doors, and the maintenance of campus facilities and landscaping with an eye towards ensuring campus safety.

- *Providing expanded support* – we provide support for campus special events including graduations, guest speakers, performing arts events, and when campus facilities are rented by internal and external customers.

AlliedBarton will typically provide certified, unarmed security officers to patrol, detect safety and security incidents, respond to emergency situations, provide proper reporting of all incidents, and ensure access is granted to those with legitimate business on its campuses including students, faculty, staff and visitors.

Patrols

Our patrols are conducted on foot and we offer options for mobilized patrols – bicycle, personal transport vehicles (e.g. Segways or Chariots) and motor vehicles. During our security patrols, that can be documented through the use of a Guard tour system , we are alert for:

- Fire, HAZMAT, or Explosion Hazards
- Safety Violations
- Unsecured Buildings, Gates, and Barriers
- Criminal Activity
- Property Damage
- Violations of Access Control Policies

We patrol areas in a highly visible, proactive, and professional manner with the aim of discovering and reporting incidents of crime and disorder. We perform security checks on properties and respond to alarms and calls as dispatched by a central command post. We often provide a dispatcher who may also be responsible for monitoring a video surveillance central station.

During routine patrols we open and close doors, windows, gates and restricted areas in accordance with policies and procedures and as directed. We also respond to assignments and emergency situations as directed and make appropriate and timely notifications when necessary. The bottom line – we are vigilant for conditions, situations, and individuals which threaten the safety of a university community. All of our services and assistance are offered to the campus community, visitors and to those passing through in a professional manner.

We accurately and completely report any incidents that are discovered during our patrol, as a result of video surveillance or through walk-in or call-in reports. We abide by the university's and AlliedBarton's codes of ethics. We understand the importance of projecting a positive image in the campus community and will project a strong brand for the university and AlliedBarton. Our officers understand the importance of "community policing" concepts and work with groups of campus stakeholders as well as individuals to help improve safety awareness and community protection.

Security and Medical Escorts

We offer walking and bike security escort services that can be used by students, faculty, staff and visitors 24 hours a day, 7 days a week upon request. Walking escorts are provided for the purpose of safety and security to all locations within the designated patrol area on and near campus. The primary goal of the walking escort service is to allow safe travel from one location to another with a greater sense of security. We help market and explain the benefits of utilizing this service. We also provide medical escorts for non-life-threatening medical conditions to approved hospitals, emergency rooms, and healthcare centers.

Flexible Staffing

We are flexible to help cover peak times on short term assignment. We understand that there are pre-scheduled and emergency needs for coverage and are prepared to cover both. Our officers on campus are cross-trained, and a flex pool is maintained to supply additional officers to cover open posts and supplement for special events and emergencies. We are also prepared to draw on our security officer resources from throughout the Idaho District and around the Northwest Region.

Training

We understand that training is fundamental to the preparation and continuous reinforcement of job knowledge for our security officers and we implement a comprehensive, well conceived, and accountable training program that includes basic state standards as well as the specific skills required to perform an officer's job. And that training is not just for orientation and start-up, but involves continuous updates and refreshers in the fundamentals, special skills, and awareness of issues e.g. sexual harassment and bloodborne pathogen transmission. Our training includes initial and refresher training for all officers. We also ensure and report to the University's designated contract administrator the status of all training activities including specific courses required to keep certifications current – e.g. first aid, driver's licenses, etc.

While training develops competency, ensuring that all posts are manned all the time is of utmost importance. Having the capacity to provide trained officers to fill-in as well as supplement the security force during special events is essential. And just as officer quality is critical, so too are the fundamentals of contract management including officer supervision and account management so that a university can be ensured that posts will be filled, officers will be coached and developed and the management systems will provide accurate invoicing, accountability for training attendance, etc.

The University supports and encourages the use of a Community Policing concept with officers assigned to foot patrols, bicycle patrols or related duties that bring them into personal and visible contact with students, University staff and faculty. The successful Proposer will focus on a comprehensive approach that provides the University with loss prevention, mitigation and response related to the security and law enforcement needs of the University

We also believe in and practice Community Policing concepts and significant interaction with the campus community. We prescreen candidates to ensure that they are a good cultural fit for the University and that they have personalities that are outgoing and friendly. We recognize an officer must be respectful and responsible to be respected.

We recognize the importance of your brand and will provide top quality officers who look great, reliably stand their posts, and are trained to deal with the challenges they will incur on campus. Security officers are an integral part of the University's brand experience and serve as ambassadors as they greet, provide helpful directions and other assistance in the course of their duties. Our officers will be trained on the responsibilities that come with their service including how to provide outstanding customer service as well as reduce conflict, manage aggressive behavior, and provide reassurance to the members of your community.

3.3.1 Staffing and Training Requirements

Please describe your hiring procedures, background checks, qualifications and continuing training requirements of staff.

We will recruit for the right security officer for University of Idaho - someone with the training, interpersonal skills and security knowledge to become an integral part of your community. AlliedBarton's screening process is extensive. Our background testing and employment and citizenship verification policies are followed to the letter.

Additionally, our management is actively involved in the screening process to ensure we are hiring candidates who are truly the best fit for us, and you. A clean record is not enough to grant a candidate the privilege of representing University of Idaho's brand or wearing the AlliedBarton name on their sleeve. Motivation, an attentive nature, strong interpersonal skills and a desire to build or grow a career in security services are also key characteristics.

Recruiting - We offer specialized training and certification for our recruiters to ensure our pre-screened applicants are of the highest level of reliability and competency. Certified AlliedBarton Recruiter training focuses on quality versus quantity hires, ensuring new hires meet our minimum security officer quality standards, ensuring the right fit in client placement, meeting contractual requirements and improving employee retention. AlliedBarton's recruiters are certified after completing the Recruitment Community Basic Course and passing the accompanying exam. Once certified, recruiters further their education through self-study programs and district-specific training with their regional HR Director.

We continually and proactively seek out candidates for security officer and supervisor positions based on stringent corporate standards. In addition, University of Idaho's specific needs are incorporated into our recruitment, screening and hiring processes. At AlliedBarton, we are committed to understanding your site-specific needs and recruit by position and post.

Some of the many recruitment resources we actively utilize include:

- AlliedBarton's own recruiting website, GreatSecurityJobs.com
- Civic Organizations
- Colleges, Universities and Technical Schools
- Employee Referrals
- Job Fairs
- Newspaper Advertising
- Online Search Engines (Career Builder.com, OperationHeroforHire.com, Monster.com)
- Open Houses
- Police and Fire Departments
- Former Military in Transition and Reservists
- Professional Networking with Member Organizations
- Promotion from Within
- Rescue Squads
- Senior Associations
- State Employment Departments
- Veterans Administration and Other Veterans Organizations

Utilizing an automated Applicant Tracking System allows AlliedBarton to quickly locate the best available security officer candidates for University of Idaho. Talent management and applicant tracking are processed through our Applicant Tracking System. This includes:

- Requisition management
- Career website hosting (for external and internal job seekers)
- Automated e-media posting
- Candidate sourcing capability
- Application tracking
- Automated background checking features

In addition, this system documents and reports EEOC data, affirmative action requirements, hiring trends, candidate source data and recruiter work flows.

Screening - Our comprehensive screening processes are designed to ensure we employ only the best-qualified, most accurately matched individuals for your security program. For instance, significant managerial time is invested in each candidate during the evaluation process to ensure the best candidates are recruited and hired for your specific openings.

Initial Screening

Initial conversations with applicants provide an opportunity to evaluate whether they fit several basic requirements including demeanor, attitude and communications skills. Qualified candidates are invited to formally interview with a member of our district office recruiting team.

Application Review & Assessment

Careful analysis of completed applications focuses on work history, stability and gaps in employment. In addition, the application process includes a multi-purpose questionnaire that is utilized to assess written communication skills. It also includes questions about AlliedBarton's Core Purpose and Values to determine whether an applicant's personal character is in-line with the company's values.

Interviews

Multiple interviews are conducted by different members of the district office staff to broaden the base of assessment for each candidate as required. Candidates progressing beyond this level are invited to attend our orientation and training program.

Education and Employment Verification (Reference Checks)

AlliedBarton verifies and documents high school diplomas or GED certificates or highest degrees obtained. Likewise, a minimum of two previous employers (when applicable) including military DD214 and current employer (after an offer has been extended) are also verified.

I-9

An I-9, or employment verification form, must be completed for all AlliedBarton employees to present proof of citizenship or authorized alien status.

Security Officer Basic Course

The Security Officer Basic Course (SOBC) is designed to train candidates on the fundamentals of the security industry. The course is available online as well as in a classroom setting. Candidates must successfully complete SOBC, including passing a final exam, before being hired.

Criminal Background Checks

Prior to being hired, each employee undergoes a comprehensive criminal records check. Statewide criminal checks are conducted as well as National checks when required. Our stringent hiring standards include: no felony convictions, no major misdemeanors, no arrests with prosecution pending and no dishonorable discharge (where permitted by state law).

Social Security Checks

As an additional measure of precaution, we run Social Security checks on each candidate to verify their identity.

Pre-employment Drug Testing

All AlliedBarton candidates, as permitted by law, undergo a five-panel drug test prior to hire. The five-panel tests are provided through First Advantage and test for marijuana, cocaine, amphetamines, morphine and PCP. Preferred testing for five-panel is oral fluid. Note: On-site ten-panel tests, as well as off-site five-panel or ten-panel tests, are available at an additional charge. AlliedBarton also has the ability to perform hair follicle testing, alcohol testing, etc. at an additional cost.

We will provide properly trained, knowledgeable security officers to staff the posts you specify. The staffing assignments will be configured to maintain consistency, wherever possible, of the officers assigned to a location so that they are familiar not only with post orders but with the facilities and management team at each location.

The University shall participate in the selection of the commander, and shall have the ability to request a replacement commander if, in the University's judgment, the commander's performance is unsatisfactory. The University shall have the ability to request replacement officers and staff if, in the University's judgment, the performance of any officer or staff is unsatisfactory.

We recognize the importance of the posts that we will assume and want the input from University of Idaho's management team to proceed with the hiring of any commander or officer to work on campus. This is not implying that the University has an employer relationship with our staff – it is necessary because we want to ensure that the right people are hired to serve University of Idaho. This also does not in any way impinge the right for the University to request at any time and for any reason to remove an officer from their post at University of Idaho.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to void, limit, or restrict the authority vested in the peace officer agency regarding police services and general law enforcement.

Agreed.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to limit the authority vested in the Board of Regents of the University of Idaho, by the Idaho Constitution and by the Idaho Code, to exercise general supervision of the University of Idaho.

Agreed.

Anticipated hours of operation are 24 hours a day, 7 day a week year round. Please describe an optimal staffing level of commissioned and/or non-commissioned personnel to maintain appropriate protection, response and deterrent levels to the campus community. The campus is to be covered by Proposer personnel at all times. Include the ability to have staff available to monitor surveillance and security cameras and alarms, including but not limited to fire, elevator, access/security, panic and environmental systems.

We recognize that a major objective of this RFP is to determine creative approaches to the mix and responsibilities of law enforcement and security forces. We respect that there is an established relationship with the Moscow PD and that this procurement seeks to review that arrangement to determine other optional and potentially more optimal and cost effective combinations of security staffing and technologies.

We bring much to the table in that discussion. We are prepared to work together with your team to develop staffing and pricing alternatives. We can perform all of the non-commissioned work that you have outlined to help protect the University of Idaho community. Our proposal demonstrates the point of view we bring to the discussion that is informed by our knowledge of the best practices of institutions of similar size and character throughout the country. We stand ready to deploy our management team representing the Northwest Region and Idaho District as well as our national Higher Education resources coordinated by our dedicated Vice President of Higher Education.

We do not presuppose that we can configure that optimal staffing level alone. Together we can discuss options and get truly creative. Every partnership we configure is customized. In the past couple of years we have launched similar initiatives at the University of South Florida, the nation's 9th largest campus, in Tampa; at Auburn University, located in a town of similar size to Moscow and where the University had also outsourced its Police Department to the City; and most recently at The University of Chicago, where we have begun to assume responsibility for numerous security posts as the new administration re-works its mix of police and security personnel. In each case, we have had extensive discussions to determine the scope of efforts, the roles and responsibilities of each partner, and have provided numerous financial scenarios that have been presented, critiqued, amended, and resubmitted as we work to continuously develop a solution that helps keep each campus safer. In addition to our ability to deliver excellent security services, our partners can attest to our ability to develop mutually beneficial programs and then we each have worked to successfully implement the programs.

The successful Proposer will provide training of both commissioned and non-commissioned officers in areas of expertise vital to the comprehensive security of the University, including but not limited to best practices in the areas of sexual assault protocols and investigations, crime prevention, services to non-English speaking populations, and working with diverse populations. Training shall include joint agency exercises, coordinated with the University Emergency and Security Services Officer, that foster a comprehensive response by all security personnel and University staff to respond effectively to emergency situations. Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

We are prepared to provide the University's commissioned and non-commissioned officers training in each of the areas specified above. We will draw extensively from our ***School of Higher Education Security*** that has been widely recognized for its breadth and depth in treating topics that are unique to Higher Education (diversity, dealing with young adult behavior, understanding Clery and FERPA, etc.) . We will bring the curriculum to the table but we are also prepared to develop and offer additional curriculum drawing on research-based findings in the specialty fields. For example, we would incorporate the University's promulgated policy on dealing with sexual assault with best practices learned by practitioners in the field. We keep much of this material current through our support and participation in numerous advocacy organizations, e.g. ASCA and NASPA and we incorporate that knowledge into updates to the curriculum.

We are pleased to help coordinate and participate in joint agency exercises that help all parties prepare for a wide range of potential hazards. The scope of our support is quite flexible and, depending upon the resources that can be committed to these efforts, we are prepared to provide full-time planning and training resources if the University requires these services.

We can also work with you to develop crime prevention and other awareness programs that can be shared with the community. In addition to training the law enforcement and security staff, we would be prepared to extend that training to the campus community. We can offer these programs in many forms including classroom training, safety tips, web-based videos and podcasts, Web 2.0 tools, etc. We believe that awareness and preparation programs that enlist the entire community are fundamental to any campus safety program.

3.3.2 Vehicles and equipment

The successful commissioned officer Proposer will furnish at minimum two clearly identifiable patrol vehicles. Bicycles and marked or unmarked security vehicles shall also be furnished as appropriate. Describe.

We are prepared to provide the vehicles required to perform our work fully outfitted for the security functions including decals and light bars. We understand the climate issues in Moscow and will work with you to identify the most appropriate vehicle. In recent years, we have made major efforts to provide Green vehicles whenever practical and have deployed hybrids, electric cars and a wide range of personal transport vehicles. We are prepared to provide police mountain bikes, the officers to patrol on them, and the training that is required to ensure their safe operation. Again, this is an example of how we would collaborate with the University to customize the security solution.

The successful Proposer will provide all necessary personal equipment for police and security officers to include minimally; uniforms, belt and accessories, bullet resistant vest, hand-gun, radio, uniforms, taser as appropriate for assigned personnel. Please describe.

We are not proposing police personnel, however we are prepared to provide all of the uniform needs and any other equipment that the University may require the security officers to have in the performance of their duties. We offer a number of uniform options (see our attached uniform brochure) and we can tailor design as specified by the University.

3.3.3 Communications

Emergency dispatch is currently provided regionally by WHITCOM. WHITCOM or other dispatch services will be included in the bid. If a service other than WHITCOM is used, the Proposer will provide detail on what service will be used and how it will function effectively on behalf of the University. Provided dispatch services will have the goal of promoting timely, accurate and reliable communications with the University community. Dispatch services are often the first line of communication with a member of our University community and should be handled as an opportunity to promote a "community policing" model and improve the image of the University.

We will work with the University to determine the best mix of dispatch service and officer communications. Typically, we monitor the all-agency channels but use a campus based channel to deal with calls for routine service. We can present alternative strategies to use and determine the operational and financial benefits and costs of each approach. There is no single best practice as communications are a function of the mission of the security forces and the campus geography.

ALLIEDBARTON
SECURITY SERVICES

Pricing Breakdown

The following pricing is one example of a proposed scenario for University of Idaho and the pricing reflects the following:

Account Manager (40 hours per week)
Shift Supervisor (128 hours per week)
Security Officer (336 hours per week)

This scenario is "illustrative" and would be subject to negotiation regarding the exact elements included in the bill rate and items direct billed. As for staffing levels, we are unsure at this point, the specific pattern but we'd most likely utilize an Account Manager, Shift Supervisors and officers in a mix determined by University of Idaho security needs. We hope what we are offering will enable AlliedBarton and University of Idaho Representatives to sit down and discuss competitive wages, bill rates and direct bill items in a transparent manner. We have a vast history in transitioning higher education security and hybrid situations and look forward to open dialogue in developing a security program that is both cost effective and quality oriented.

Pricing to include but not limited to uniforms, 8 hours of on the job training, CPR/1st Aid and AED training and certification, additional equipment as per RFP mandates and refresher training during the year. See direct bill items below.

Annual estimate: $391,630.72

University of Idaho	Wage Rate Per Hour	Hours Week	Bill Rate Per Hour	Overtime Holiday Per Hour
Account Manager (Salaried)	**$16.35**	**40**	**$22.26**	**N/A**
Shift Supervisor	**$12.50**	**128**	**$17.18**	**$25.77**
Security Officer	**$9.50**	**336**	**$13.22**	**$19.83**
Weekly Estimate		504		
Annual Estimate		26,208		
University of Idaho Annual Revenue Estimate: **$391,630.72**				
University of Idaho Payment Terms (Negotiable)				

Cost Saving Options

Optional Pre-Payment Discounts (paid by 8th of the month)		
Monthly 1% Discount	$3,916.31	$387,714.41
Quarterly 2% Discount	$7,832.61	$383,798.11
Annually 3% Discount	$11,748.92	$379,881.80

Direct Bill:

- **Medical/Vacation**: As a cost savings to University of Idaho, vacation and medical benefits will be direct billed. Vacation days are accrued during the 1st year of permanent service by the security officer and eligible for vacation after the 1st year, so cost for new employee will not be billed to University of Idaho during the 1st year of service. All full time employees are eligible for medical benefits after 3 months of service. University of Idaho will only incur a cost for medical benefits if the officer/s elects to enroll. The cost for single coverage medical benefits is $101.54 per month per officer.
- **Vehicle Cost (per vehicle)**: AlliedBarton will direct bill University of Idaho not to exceed $900.00 per month per vehicle. The cost to include but not limited to: Vehicle lease, maintenance, light bar, decals, insurance and replacement vehicle (if needed). ***Cost of gas will be calculated monthly and direct billed to University of Idaho.**
- **Bicycle**: The cost for bicycle will be approximately $250.00 per month to include but not limited to: Cost of Bicycle, maintenance and repairs, bicycle uniform and emergency kit.
- **Communication**: AlliedBarton will work with the University of Idaho to identify the most efficient and cost effective communication devices available. The cost will be direct billed to the University of Idaho.
- **Additional Training**: 8 hours of on the job training, CPR/1st Aid and AED certification and training and 4 hours of refresher training are a part of the bill rate. All training that exceeds this will be direct billed to University of Idaho at standard bill rates above.

*Note that Cost per week does not include overtime or holiday hours

Holiday schedule (or client request)

1)	New Year's Day	**4)**	Thanksgiving Day
2)	Memorial Day	**5)**	Christmas Day
3)	Independence Day	**6)**	Labor Day

Note that costs above are for initial coverage arranged with client representative. As coverage on site increases, AlliedBarton reserves the right to revisit these rates with the client to ensure that proper operational structure is in place at client site.

ALLIED BARTON SECURITY SERVICES

Contract Exceptions/Suggestions

We have reviewed Request For Proposal No. 09-56J for Police and Security Services for the University of Idaho. Our suggested revisions and/or comments are as follows:

Section	Issue	Change
	Proper AlliedBarton contracting entity.	AlliedBarton Security Services LLC
Section 6-3 – Termination for Convenience	It would be preferable if both parties had termination for convenience rights. I would also ask that a party cannot terminate for convenience without giving at least 30 days written notice to the other party	
Section 6-9 – Payment and Acceptance		Add a new fourth paragraph which reads: "The University agrees to pay the Contractor one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date." Add a new fifth paragraph which reads: "The billing rates set forth in this Agreement are valid for the first _________ in which the Agreement is in effect. The billing rates thereafter will be increased annually, effective as of the day immediately prior to the anniversary date of the commencement date, in an amount equal to the greater of (i) the percentage increase determined pursuant to the following paragraph and (ii) three percent (3%)."

		Add a new sixth paragraph which reads: "In the event that the Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from the imposition of: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to the Contractor hereunder or by the Contractor to its personnel, or (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage and benefit costs under collective bargaining agreements and/or (3) costs related to benefits, insurance and/or workers' compensation, the billing rates shall be increased by a percentage equal to the percentage increase in the Contractor's costs resulting from the items set forth in sub-clauses (1), (2) and (3) of this paragraph. The Contractor will provide the University notice of such change in the billing rate. Notwithstanding anything contained in this Section to the contrary, the Contractor may pass through the costs set forth in sub-clauses (1)-(3) of this paragraph to the University upon occurrence and the University shall pay the Contractor for such costs."
Section 6-19 – Contractor Representations		Add to the end of the existing section: "The Contractor does not warrant or guarantee that the

		services constitute complete security at the University's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). The University agrees that the Contractor has not been engaged as a security consultant with respect to any location."
Section 6-34 – Accounting, Audit		Add to the end of the section: "over the prior twelve (12) month period, at its expense. The Contractor reserves the right to require a confidentiality agreement directly with the auditor and/or auditing firm prior to granting access to its relevant records."
Section 6-37 – Limitation of Liability		Add a new section which reads: "Notwithstanding anything contained in this Agreement to the contrary, should the Contractor be found liable for any losses hereunder for any reason, the sole and exclusive remedy of the University in any situation, whether in contract or tort, or otherwise, shall be limited to the University's actual and direct damages, and shall in no event exceed the amounts invoiced and paid by the University to the Contractor. Under no circumstances will the Contractor be liable to the University, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits."
Section 6-38 – Federal Safety Act	Add a reference to the Federal Safety Act	Add a new section which reads: "The Contractor has received a Certificate of SAFETY Act Designation from the Department of Homeland Security, which identifies the Contractor's physical security guard services

		as a Qualified Anti-terrorism Technology ("QATT"). In some cases, the Contractor may be utilizing QATT in performing services under this Agreement, either in their entirety or in combination with other, non-SAFETY Act covered services. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism as that latter term is defined under the SAFETY Act (as herein defined), the Contractor and the University, purchaser of the QATT, agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. "SAFETY Act" is defined as the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444, as amended. The provision shall apply throughout the term of this Agreement, regardless of whether the Contractor should cease to have SAFETY Act coverage for these services for any reason."
Section 7-2 – Indemnification	Some minor clean-ups are recommended.	The following modifications should be made: - insert the words "to the extent" in line 4 of the first paragraph between the words "or" and

		"arising" - replace the words "act, negligence" in line 4 of the first paragraph with the words "negligent act" - delete the remainder of the first paragraph after the word "expense" in line 6
Section 7-3 – Insurance	Miscellaneous insurance clean-ups	The following modifications should be made: - insert the word "adverse" in line 7 of subsection 7.3.1.1 between the words "material" and "change" - in subsection 7.3.1.2 delete the word "certified" from line 1 and the words 'and endorsements" from lines 1 and 2 - in subsection 7.3.1.3 replace "AV" in line 2 with "A-, V" and replace the words "licensed and admitted" in line 2 with the words "authorized to provide insurance coverage" - in subsection 7.3.1.4 insert the words "to the extent of the Contractor's negligent performance of the services up to the insurance limits in this Agreement" in line 2 after the word "Insured" and before the period - in subsection 7.3.2.1 delete the words "not less than" in line 3, delete the words "apply separately by location and shall not " from line 4 and delete the words "less than" from line 5

		- delete the words "not less than" each time they appear in subsection 7.3.2.2 - in subsection 7.3.2.3 replace the word "even" in line 4 with the word "except" - delete the words "not less than" from line 4 of subsection 7.3.2.4 - delete subsection 7.3.2.4 in its entirety (coverage is provided under the CGL policy) - (similar changes to above need to be made to Exhibit A, as applicable)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2008

PRODUCER
Aon Risk Services Northeast, Inc.
fka Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551 USA

PHONE- (866) 283-7122 FAX- (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AlliedBarton Security Services LLC
Allied Security Holdings LLC, Allied
Barton Security Services LP, AB Capital
Holdings LLC, AB Intermediate, INC.
161 Washington Street, Suite 600
Conshohocken PA 19428 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Lexington Insurance Company	19437
INSURER D:		
INSURER E:		

Holder Identifier :

COVERAGES

SIR May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	0867863	08/01/08	08/01/09	EACH OCCURRENCE	$1,500,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$1,500,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	$1,500,000
						GENERAL AGGREGATE	$4,500,000
						PRODUCTS - COMP/OP AGG	$1,500,000
						SIR	$500,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	BAP293636808	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC293636608 AOS	08/01/08	08/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293636508 WI	08/01/08	08/01/09	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Evidence of Insurance Only.

Certificate No : 570030177257

CERTIFICATE HOLDER

AlliedBarton Security Services LLC
Allied Security Holdings LLC, Allied
Barton Security Services LP, AB Capital
Holdings LLC and AB Intermediate, INC.
161 Washington St., Suite 600
Conshohocken PA 19428 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2008

PRODUCER
Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797

022721-ALL-BOTH-08-09

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AB CAPITAL HOLDINGS LLC
ALLIED SECURITY HOLDINGS LLC
ALLIEDBARTON SECURITY SERVICES LP
ALLIEDBARTON SECURITY SERVICES LLC
(SEE ATTACHED FOR ADDITIONAL NAMED INSUREDS)
161 WASHINGTON STREET, SUITE 600
CONSHOHOCKEN, PA 19428

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: N/A	N/A
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES 2

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $	XOO G24638510	08/21/08	08/21/09	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Evidence of Insurance.

CERTIFICATE HOLDER CLE-001657287-03

AB Capital Holdings LLC
Eight Tower Bridge
161 Washington Street, Suite 600
Conshohocken, PA 19428

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski
Mary Radaszewski

ACORD 25 (2001/08)

UNIVERSITY OF IDAHO

SUBJECT

Changes in Policies on Promotion and Rank.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.G.1.d

BACKGROUND/DISCUSSION

University of Idaho policies on promotion and tenure are found in the Faculty-Staff Handbook (FSH). SBOE/Regents policy II.G.1.d(3) states that institutions must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty.

Changes to the University's faculty rank and promotion policies were made in two areas in conjunction with the University's spring semester general faculty meeting. First, the University faculty proposes to change FSH 3560 to address relatively minor inconsistencies in the promotion process.

Second, the University faculty proposes an addition to FSH 1565 for creation of a new faculty rank of "University Distinguished Professor" to acknowledge outstanding academic contributions to the University for excellence in teaching, scholarship, outreach and service. The rank is meant to be significantly honorary for achievement of national and international recognition, and may be conferred on no more than 3 faculty members in any one year. It will carry a minimum annual stipend of $5,000 per year for 5 years.

In accordance with University of Idaho policies, the policy change proposals first went to the Faculty Senate for review and approval and then were presented to the full faculty. Approval of the full faculty occurred in conjunction with the May 12, 2010, General Faculty Meeting. These policy changes were then presented to the president of the University who has approved them and now presents them to the Regents for approval.

IMPACT

The University anticipates no fiscal impact from the change in FSH 3560. The fiscal impact of the creation of the rank of University Distinguished Professor will come from the proposed 5 year stipend of not less than $5,000 for each rank conferred; however, the University can control this fiscal impact through the provost who makes the initial determination if and how many conferrals will be recommended, and through the president who exercises the discretion on ultimate conferral.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

The UI has revised two sections of its policy on faculty promotion, and now pursuant to Board policy is seeking Board approval of the revisions. The first revised section contains minor word changes and clarifications related to the faculty promotion process. The second section creates a new faculty rank of "University Distinguished Professor" as described above.

The University represents that the fund source for the stipend will be from gift funds to be generated through a fundraising effort.

Staff recommends approval.

BOARD ACTION

I move to approve changes to University of Idaho policies on faculty promotion and tenure as set forth in the materials submitted to the Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

3560

FACULTY PROMOTIONS

PREAMBLE: This section discusses promotion in rank and the procedures by which a faculty member is evaluated, at the department, college, and university level, for a possible promotion. In particular the charge of the University Level Promotions Committee is given (subsection G). This section was an original part of the 1979 Handbook *and has been revised in very minor ways several times since. In July 1994 it was more substantively revised: subsections A and B were largely rewritten to emphasize the faculty's responsibility for promotion, G-2 (add a "presumption in favor" of the candidate under certain conditions at the university level) and the last sentence of H (providing feedback to the candidate) added. Again in July 1998 there were substantial revisions to E-2 (making formal the requirement and procedures for an external review), and E-5 and F-5 (providing a feedback loop between candidate and subsequent evaluators). In July 2000 section B was revised to make clear that eligibility for promotion in rank necessitated a history of position descriptions that required activities consistent with the criteria for that rank. In July 2002 section D was edited to clarify promotion schedules at each rank. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. In January 2008 the section underwent some minor editing and revising to bring it into greater conformity with other sections of the* Handbook. *In July 2008 this section was again revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. Except where otherwise noted, the text is as of July 1996. Further information may be obtained from the Provost's Office (208-885-6448).* [rev. 7-00, 7-02, 7-07, 1-08]

CONTENTS:

A. GENERAL. Promotion to a rank requires the faculty member to meet the requirements for that rank. Responsibility for the effective functioning of promotion procedures rests with faculty and administrators. Decisions are based on thorough and uniform evaluation of the faculty member's performance in relation to the expectations as listed in his/her position description.[1565 C] Performance of university administrative duties as a unit administrator is not a consideration in promotion. *[ed. 1-08]*

B. BASES OF EVALUATION. Promotion in rank is granted only when there is reasonable assurance, based on performance, that the faculty member will continue to meet the standards for promotion. The faculty member's position description [see FSH 3050], covering the period since appointment to his or her current rank, provides a frame of reference for the unit expectations for satisfactory performance. When the appointment occurs after January 1, the following fiscal year is the first year of the promotion consideration period. In order to form a basis for promotion in rank, the position descriptions must require activity consistent with the criteria for that rank as stated in FSH 1565. The faculty member's professional portfolio and other documents are judged in the context of unit and college by-laws as well as the documents listed in E-2 a and b below. [see also 1565 C]. *[rev. 7-00, ed. 1-08]*

C. RESPONSIBILITY. The responsibility for submitting recommendations in accordance with the prescribed schedule [see D] falls on the unit administrator or on the dean of the college if the college is not departmentalized. Small units may be joined with others for this purpose. The intent is to secure an adequate body of recommendations from those concerned and qualified to participate in the evaluation. The procedure involves successive considerations of the candidate, beginning with the faculty member's colleagues at the unit level, and proceeding through the college level to the university level. Interdisciplinary and center administrators are to be included as appropriate. *[rev. 1-08]*

D. SCHEDULE. Consideration of each faculty member for promotion is required according to the following schedule:

D-1. Instructors. Instructors are considered for promotion before the end of the third (in exceptional cases, the fourth) year of full-time service in this rank. Part-time service is not considered in determining the time for mandatory consideration for promotion. Periods of full-time service need not be consecutive; however, if there is an interruption of more than three years' duration in an instructor's full-time service, the instructor and the unit administrator may agree on an adjustment in the amount of full-time service that must be completed before consideration must be given to the instructor's promotion, such adjustment being subject to approval by the provost. If an instructor who is serving full-time with primary responsibilities in teaching is not promoted by the end of the year in which consideration for promotion is mandatory, the following year will be his or her terminal year. The provisions of this paragraph do not apply to the rank of senior instructor, which is, except in very rare instances, a terminal rank that does not lead to promotion to the professorial ranks. [See 1565 D-1 b]. *[ed. 7-00, 7-04]*

D-2. Assistant Professors. Assistant professors are considered for promotion before the end of their sixth year in that rank. When an assistant professor has been considered for promotion and not promoted, he or she will be considered again no less frequently than at five-year intervals. The review may be delayed upon the request of the assistant professor and the concurrence of the unit administrator and the dean. Assistant professors who have served eight years in that rank shall be considered for promotion following the process established in this policy. *[ed. 7-97, ed. 7-02]*

D-3. Associate Professors. Associate professors are considered for promotion before the end of their seventh year in that rank. If review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review required by the board of regents. (RGP IIG 6g) When an associate professor has been considered for promotion and not promoted, he or she should be considered again within five years. The review may be delayed upon the request of the associate professor and the concurrence of the unit administrator and the dean. *[ed. 7-02]*

D-4. Early Consideration for Promotion. In addition to those whose consideration is mandated by this schedule, a faculty member may be considered for promotion at an earlier time if nominated for consideration by a faculty member of the recommending unit whose rank is higher than that of the nominee. It is suggested that the faculty member proposing to make the nomination confer with the administrator concerned on the merits of giving early consideration to the nominee. If it is determined that the nomination is to be made, the evaluation process is initiated by the recommending faculty member using a copy of the form that appears at the end of this section. The remainder of the evaluation process is the same for these additional candidates as it is for those regularly scheduled for consideration. A faculty member may request consideration of himself or herself for promotion but such a request does not require that the evaluation and recommendation process be carried out. *[ed. 7-97, rev. 1-08]*

D-5. Credit for Prior Experience. In cases involving prior equivalent experience, promotion may be considered following less than the usual period of service. In particular, a new faculty member with comparable experience (see 3050 B) from other institutions in relation to the expectations set forth in his/her position description may be granted credit by the provost for such experience up to a maximum of four years.

E. EVALUATION AND RECOMMENDATION AT THE UNIT LEVEL. *[ed. 7-97]*

E-1. Unit Criteria. The faculty of each unit or equivalent unit establishes, as appropriate for the unit, specific criteria that are consistent with criteria in 1565 ~~C~~ D for promotion in rank. The criteria shall include a statement regarding the role of interdisciplinary activity. Unit criteria are subject to review by the college standing committee on tenure and promotion for consistency with the college criteria. Such criteria may be revised at any time by a majority vote of the unit faculty, but they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). Revisions may not be retroactive but, for promotion evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. *[rev. 1-08]*

E-2. Formal Promotion Review.

a. The formal evaluation for promotion requires assessing the faculty member's performance in meeting the criteria for promotion. To initiate the formal promotion evaluation, the unit administrator (or college dean if the unit administrator is under consideration for promotion) obtains the position descriptions for the relevant period (maintained in the unit office), annual performance evaluations, and the third year review if conducted while in the current rank, including all narratives, the professional portfolio (from the faculty member), summary scores of the student evaluations of all classes taught (from Institutional Research and Assessment), and the curriculum vitae, and reviews the latter for completeness and accuracy with the faculty member.. *[ren. & rev. 1-08]*

b. The unit administrator will request an evaluation of the candidate's performance from three to five appropriate external reviewers, who should include faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking. The names of at least two of these reviewers will be selected from a list suggested by the candidate. (Also see External Peer Review Guidelines on the Provost website at http://www.promo-tenure.uidaho.edu/default.aspx?pid=100100.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions for the relevant period (including all narratives), the professional portfolio, and up to four examples of the candidate's scholarly work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university are completed, the external reviewers' evaluations will be shown to the faculty member after every effort has been made to ensure the reviewers' anonymity. *[ren. 1-08]*

c. Copies of documents referred to in E-2 a., and copies of the unit, college, and university criteria for promotion are made available to each person participating in the review at the unit and higher levels. Supplementary material, if any, shall be available for review in the unit office. [See also 3380 D.] The results of the student evaluations of teaching must be carefully weighed and used as a factor in assessing the teaching component in promotion decisions. *[rev. 7-98, ren. 1-08]*

d. A promotion committee shall be formed consistent with unit by-laws. If one is not specified, the structure of the tenure committee as described in FSH 3520 G-4 d. shall be used.

e. Members of the faculty of the candidate's unit (or group of small units joined together for this purpose) whose ranks are higher than that of the candidate are afforded an opportunity to submit their opinions and recommendations on the candidate's promotion on the lower portion of the front page of the prescribed form. The unit administrator making the recommendation will solicit, and address in his/her summary, the evaluative comments regarding the candidate from all faculty members (within the candidate's unit) of a higher rank than the candidate, from interdisciplinary program directors and/or center administrators (if applicable). Any person having a familial or other similar significant relationship with the candidate is not permitted to serve in any capacity in the review process. Each unit is responsible for developing procedures in its bylaws that meet the requirements of this subsection (unit bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form to be used in transmitting the recommendations made at each stage of evaluation for promotion appears as the last two pages of this section. [See also 3380 D.] *[rev. & ren. 1-08]*

f. The unit administrator completes the first section on the back of the recommendation form. In arriving at a conclusion, the administrator carefully considers the following (particularly as they relate to the factors listed in B): the information obtained from the curriculum vitae, the position descriptions (including all narratives), the conference with the candidate, the recommendations solicited from the candidate's colleagues, the external reviewers, interdisciplinary administrators and/or center administrators (if applicable) and the results of annual student evaluations of teaching (in the cases of teaching members of the faculty). *[ren. 1-08]*

E-3. Forwarding Materials.

a. Before forwarding the materials to the college, the unit administrator shall forward the following to the candidate:

- written findings of the unit and/or committee's ~~report~~ recommendation and vote,

- his or her written recommendation ~~report~~, which shall include strengths as well as weaknesses as perceived at the unit level

The candidate has one week from receipt of the above to provide written clarification if he or she believes his or her record or the unit criteria for promotion have been misinterpreted. Any such clarification is forwarded with the rest of the candidate's materials to the college.

b. The unit administrator then forwards the following items to the dean:

- his or her completed copy of the recommendation form for each person considered.
- the forms submitted by individual faculty members, including responses from external reviewers, interdisciplinary administrators and/or center administrators (if applicable)
- a summary of votes and any comments
- Any clarification received from the candidate as noted in "a" above.

E-4. The names of the members of the unit committee are made public after the committee's recommendations have been forwarded.

E-5. Unit Administrator Under Review for Promotion. If a unit administrator is under consideration for promotion, the forms completed by the faculty members concerned, are forwarded directly to the dean and the dean is responsible for making the summary.(See also FSH 3320 C-2) *[ren. 1-08]*

F. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

F-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve for terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. *[rev. 1-08]*

F-2. College Criteria. Each college shall have bylaws, adopted by the college faculty, specifying criteria consistent with FSH 1565 C for granting promotion to specific ranks in that college. The criteria shall include a statement regarding the role ascribed to interdisciplinary activity. College criteria must be compatible with the university-wide criteria as specified in 1565 and section A above and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. *[rev. 1-08]*

F-3. College Standing Committee Recommendations. The college standing committee makes recommendations to the dean and provost on promotion of individual faculty members.

F-4. Dean's Recommendations. The dean considers the recommendations made by the college's committee on promotion and makes a written recommendation. It is advisable that the dean confer collectively with the unit administrators about the merits of the faculty members whom they are recommending for promotion. Before forwarding the materials to the provost, the findings of the college committee(s) and the dean are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to provide written clarification if he or she believes his or her record or the college criteria for promotion have been misinterpreted. Any such clarification is forwarded with the candidate's materials to the provost. *[rev. 7-98]*

F-5. The names of the members of the college committee are made public after the committee's recommendations have been forwarded.

G. REPORT OF RECOMMENDATIONS FORWARDED. When an administrator forwards a recommendation to the next higher level, he or she simultaneously reports, in writing, the recommendation to the candidate concerned and to those who have submitted recommendations on that candidate. If the recommendation is negative, then reasons for the negative recommendation are transmitted in writing to the candidate. *[ed. 7-97, ren. 1-08]*

H. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL BY THE PROMOTIONS REVIEW COMMITTEE. *[ren. 1-08]*

H-1. All individual recommendations, together with the summary recommendations of the unit administrator, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. *[rev. 1-08]*

H-2. A University Promotions Committee of faculty members, chaired by the provost, is named each year. The committee reviews each promotion recommendation with specific reference to university guidelines and to the criteria established by the unit and college of the faculty member concerned and reflected in the faculty member's position descriptions for the relevant period.~~;~~ ~~t~~This review involves full consideration of the material that was used in making the recommendations at the unit and college levels.

a. One-third of the committee's membership is randomly selected by the provost from the previous year's committee; the remaining members are selected by the provost and the chair and vice chair of the Faculty Senate from nominations submitted by the senate. The random selection of carryover members is done one week before the senate makes its nominations. The delegation representing the College of Letters, Arts and Social Sciences on Faculty Senate nominates six faculty members who should be representative of the breadth of the disciplines within the college.. The delegation representing the College of Agricultural & Life Sciences on Faculty Senate nominates four faculty members from the college--two each from (a) faculty with greater than 50% teaching and research appointments and (b) faculty with greater than 50% University of Idaho Extension appointments. The delegations from each of the other colleges and the Faculty-at-Large each nominate two faculty members from their ~~-~~constituencies.

b. Membership of the committee, including carryover members, consists of the provost (chair), three representatives from the College of Letters, Arts and Social Sciences, two representatives from the College of Agricultural & Life Sciences, one representative from each of the other colleges, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs. The provost, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs shall be ex-officio members without vote. Applications of faculty members being considered for promotion from the University Library, Law Library, Counseling and Testing Center, and the University of Idaho Extension will be presented by the University Promotions Committee's representative whose own position most closely matches that of the applicant. The names of the members of the University Promotions Committee will be made public as soon as the committee's recommendations have been forwarded. The chair will conduct voting on candidates by closed ballots. *[rev. 7-97, ren. 1-08]*

H-3. A presumption in favor of promotion shall exist for each candidate who comes to the University Promotions Committee with a favorable recommendation from all of the committees that have considered the matter at the unit and college level, from the unit chair and dean directly involved, and from a majority of the faculty members who submitted a recommendation pursuant to section E-2.d. above. Upon showing that the lower level recommendations were made without due regard for the university criteria for the rank sought pursuant to section 1565, Faculty Ranks and Responsibilities, the presumption shall be overcome, and in such case the University Promotions Committee shall state in writing the reasons for the decision. *[ed. 7-98, ren. 1-08]*

I. APPEAL. ~~When a person is informed (after the recommendations of the University Promotions Committee have been considered) that there has been a~~ If the President's decision is against ~~not to recommend his or her~~ promotion ~~to the regents~~, the faculty member ~~he or she~~ has the right of appeal. [See 3840.]

J. ANNUAL TIMETABLE FOR PROMOTION CONSIDERATIONS. The process of promotion considerations is carried out annually. The unit level evaluation for promotion begins summer/early fall and shall follow the timetable provided by the provost and published on his website. *[ed. 7-99]*

(Form on next two pages)

REPORT OF EVALUATION AND RECOMMENDATION
FOR PROMOTION IN FACULTY RANK

Date ______________________________

Name ______________________________ Unit ______________________________

Considered for promotion to the rank of ______________________________

Has served in the rank of ______________________________ since ______________________________
==
REQUIRED ELEMENTS OF EVALUATION

Having reviewed the candidate's curriculum vitae, position descriptions and annual evaluations (including all narratives), , we concur in their completeness and accuracy. Other documentary material deemed by either of us to be pertinent has been appended to the curriculum vitae.

______________________________ ______________________________
(Candidate) (Unit Administrator)

Copies of the documents as referenced in E-2 a were made available to the persons or groups called upon to participate in the evaluation of the candidate and to make recommendations on his or her promotion.

____
(Unit Administrator)

____
(Unit Administrator, (Faculty with joint appointments)

____
Interdisciplinary/Center Administrator (when appropriate)

____
Interdisciplinary/Center Administrator (when appropriate)

===========================(cut along these lines)=====================================

RECOMMENDATIONS

Each reviewing individual enters his/her recommendation below. If there are any considerations that support this conclusion, other than those contained in the records presented to the reviewers, a brief statement of those considerations should be appended.

I judge the candidate's performance of the duties assigned in his or her position description to be:

_____ ~~excellent~~ exceptional performance
_____ ~~good~~ performance above expectations
_____ ~~average~~ performance that meets expectations
_____ ~~poor~~ performance below expectations
_____ ~~unsatisfactory~~ unacceptable performance [k1]

I _____ recommend
_____ do not recommend
_____ abstain from making a recommendation on the proposed promotion.

______________________________ ______________________________ ______________________________
(Signature) (Rank) (Unit)

(Recommendations continue on back of form)Evaluations of the candidate and recommendations on the proposed promotion have been submitted by ____ faculty members. Of these, ____ judged the candidate's performance of assigned duties to be excellent, ____ judged it to be good, ____ average, ____ poor, and ____ unsatisfactory.

Moreover, ____ recommended promotion, ____ recommended against it, and ____ abstained from making a recommendation.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

____
(Unit Administrator)

The college committee on promotions ____ does ____ does not recommend the proposed promotion. The committee's vote was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

____
(Committee Chair)

The unit administrators of this college (did)(did not) meet to consider collectively all of the recommendations submitted by the units. The vote of this group was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

____
(Dean)

In the university-level review committee, the votes were: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

____
(Provost)

I ____ do ____ do not recommend that the candidate be promoted.

____
(Provost)

I ____ do ____ do not ~~recommend~~ approve ~~that~~ the ~~candidate be~~ promotion~~ed~~.

____
(President)

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Proposed addition to FSH 1565 – Ranks and Responsibilities - FS-10-036rev
UNIVERSITY DISTINGUISHED PROFESSOR

The acknowledgment of outstanding academic contributions to the university is appropriate and desirable. The rank of University Distinguished Professor[1] will be bestowed upon University of Idaho faculty in recognition of sustained excellence in teaching, scholarship[2], outreach, and service. The rank will be held for the remainder of the recipient's active service at the University of Idaho; if the recipient retires while still employed by the University of Idaho, the title University Distinguished Professor Emeritus will be conferred upon retirement. The rank is meant to be highly honorific and therefore will be conferred on no more than three faculty members university-wide in any given academic year. Selection of University Distinguished Professors will reflect the diversity of scholarly fields at the University of Idaho. University Distinguished Faculty will receive a stipend of at least $5000 per year for five years to be used to enhance salary or support professional activities (e.g., professional travel, student support, equipment, materials and supplies, etc.).

Criteria for Selecting University Distinguished Professors: In general, University Distinguished Professors will have received national and usually international recognition. They will have brought distinction to the University of Idaho via their activities.

Specifically, a University Distinguished Professor will have achieved a superior record, as judged by peers, in the following areas: scholarly, creative, and artistic achievement; breadth and depth of teaching in their discipline; and university service and service involving the application of scholarship, creative, or artistic activities to addressing the needs of one or more external publics.

University Distinguished Professorships will be conferred on members of the UI Faculty who have attained the rank of Professor and have served at the UI a minimum of seven years.

Selection Process: University Distinguished Professorships will be awarded by the President upon recommendation of The University Distinguished Professorship Advisory Committee. The composition of the committee should reflect all dimensions of diversity in the university community. The committee will be appointed by the Provost and will serve three-year terms on a staggered basis. Nominations for committee members will be made by Faculty Senate and the Academic Deans, in consultation with faculty and administrators of departments and schools. Committee members must be tenured professors who themselves have outstanding records of teaching, research and/or outreach.

1. Each year the Provost will determine the maximum number of conferrals of the rank University Distinguished Professor permitted for that year and then request nominations from faculty, deans, directors and department heads.
2. Written nominations will be submitted to the Provost and will include:
   a. A cover letter making the nomination and providing a brief summary of the candidate's achievements;
   b. The candidate's *curriculum vitae*, including a list of any significant previous awards;
   c. Letters of endorsement from the appropriate deans and department heads or directors. The candidate also may include letters of support, as appropriate, from students or from colleagues at the University of Idaho or other institutions.
3. The University Distinguished Professorship Advisory Committee is a standing committee composed of four faculty members and three deans who will review the nominations and make recommendations to the Provost for transmittal to the President.

[1] As a result of Development Fund efforts, endowment support eventually may be obtained for many University Distinguished Fellowships, in which case a name may be added to the title.
[2] Scholarship in this context includes scholarship of discovery, scholarship of pedagogy, scholarship of application and integration, and artistic creativity.

4. Because the rank of University Distinguished Professorship is intended to be highly honorific, it is possible that in a given year no suitable candidates will be identified.
5. The applications of nominees who are not selected in the first year of nomination will remain active for a total of three years. Nominators will have the opportunity to update their nomination during subsequent years in which their candidate is under consideration.

UNIVERSITY OF IDAHO

SUBJECT

Approval of Loan Authorizing Resolution - Dan O'Brien Outdoor Track and Field Complex Renovation Project

REFERENCE

August 2006	Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 14 of the approved minutes.
June 2010	Approval of capital project construction and proposal for loan financing.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and 2.
Section 33-3805, Idaho Code

BACKGROUND/ DISCUSSION

In June 2010, the Board approved construction for the Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements project for a total project cost not to exceed $2.5 million as well as the University's proposal to use a loan to finance construction.

Consistent with the Board's approval, the University has completed negotiations with Wells Fargo Bank for a loan in the amount of $2.5 million at a rate not to exceed 5.5%, as well as the documentation for the financing. The University now seeks approval for the formal resolution authorizing the debt and approving the loan documents in accordance with Idaho Code §33-3805.

IMPACT

A conservative estimate of interest (3.245%) and fees ($20,000) for the loan is $307,800 over the five year life of the loan. The principal and interest and fees will be paid utilizing a portion of the University's facility fee over the five (5) year period.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

At its June 2010 meeting the Board voted to approve construction and to obtain loan financing for the University's outdoor track renovations and improvements project. The University's lender, Wells Fargo, has requested a formal debt resolution of the Board for the financing.

The Board's approval to obtain financing stipulated that the rate of interest not exceed 5.5%. The interest rate on the loan brought for Board approval is 3.245%.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for a resolution of the Board of Regents of the University of Idaho as per Attachment 1 to the Board materials, and hereby adopting said resolution and authorizing the President of the Board and the Bursar of the University of Idaho to execute the same.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

AUTHORIZING RESOLUTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO

A RESOLUTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENT AND A PROMISSORY NOTE WITH WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS WITH RESPECT TO THE FINANCING OF CERTAIN IMPROVEMENTS TO THE DAN O'BRIEN OUTDOOR TRACK AND FIELD COMPLEX AT THE UNIVERSITY IN MOSCOW, IDAHO; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the "University"), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, to borrow money and issue notes or bonds to finance the construction and acquisition of certain improvements to the Dan O'Brien Outdoor Track and Field Complex in Moscow, Idaho (the "Project"); and

WHEREAS, the University desires to finance the Project through a Loan Agreement (the "Agreement") and Promissory Note (the "Note") in the amount of up to $2,500,000 and at the rate of interest described in the Agreement and Note with Wells Fargo Bank, National Association (the "Bank"), evidencing a loan (the "Loan") for the Project;

WHEREAS, in order to finance the Project, the University proposes to enter into the Loan Agreement, Note and certain related documents with the Bank (the "Financing Documents"), the form of which have been presented to the Board of Regents at this meeting; and

WHEREAS, the Board of Regents of the University deems it for the benefit of the University and for the efficient and effective administration thereof to enter into the Financing Documents on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO as follows:

Section 1. Finding Regarding the Project and Approval of Documents.

The Project is hereby found and determined to be necessary for the proper operation of the University and to be economically feasible. The form, terms and provisions of the Financing Documents are hereby approved in substantially the forms presented at this meeting; and the Bursar of the University is hereby authorized and directed to execute the Financing Documents, together with such changes as the Bursar shall approve and shall not be inconsistent herewith, and to deliver the Financing Documents to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the University shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer.

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 5. Effective Date.

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO this ___th day of August, 2010.

THE REGENTS OF THE UNIVERSITY OF IDAHO By: ______________________________ Printed Name: ________________________ Title: President, State Board of Education and Board of Regents of the University of Idaho By: ________________________________ Name: ________________________________ Title: Bursar	ATTEST: By: ______________________________ Printed Name: ________________________ Title: Secretary of The Board

THE OBLIGATIONS EVIDENCED BY THIS LOAN AGREEMENT SHALL NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE, OF THE STATE OF IDAHO.

LOAN AGREEMENT

THIS LOAN AGREEMENT (the “Agreement”), dated the _____ day of August, 2010, is made by and between The Regents of the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho (“Borrower”), whose address is Administration Building, Room 211, Moscow, Idaho 83844-3168, and Wells Fargo Bank, National Association (“Bank”), whose address is 221 South Main Street, Moscow, Idaho 83843.

WITNESSETH:

WHEREAS, Borrower desires to finance the costs of certain improvements to the Dan O’Brien Outdoor Track and Field Complex in Moscow, Idaho (the “Project”), owned by the University of Idaho (the “University”); and

WHEREAS, Borrower has requested Bank to make a loan to Borrower in the form of a non-revolving line of credit to finance the Project upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby covenant, contract, and agree to and with each other as follows:

1. LOAN.

1.1 Commitment. Bank agrees to loan funds to Borrower to be used by Borrower to finance the Project. The aggregate principal amount of such loan shall not exceed the amount of Two Million Five Hundred and No/100 Dollars ($2,500,000) (the “Loan”). It is understood that this commitment is not a revolving commitment and that, under the terms of the Note (defined in Section 1.2), Borrower may receive advances up to the Loan but may not reborrow any advances which have been repaid. Nothing herein shall limit the Borrower’s right to prepay, without penalty, all or part of the indebtedness at any time.

1.2 Promissory Note. Borrower shall execute a promissory note (the “Note”) in the amount of Two Million Five Hundred and No/100 Dollars ($2,500,000), in the form attached hereto as Exhibit A. Interest on each of the advances, from time to time outstanding, will be payable at a fixed rate pursuant to Section 1.5 hereunder. Interest shall be payable quarterly in arrears. The initial payment of interest from the date of the first advance shall be due on December 31, 2010. Principal shall be due and payable quarterly based on a five-year amortization beginning December 31, 2011. The Note is issued under the provisions of Title 33, chapter 38, Idaho Code, for the purpose of financing the Project, and for the payment of expenses properly incident thereto and to the issuance of the Note.

The Note is a limited obligation of the Borrower payable solely in accordance with the terms hereof and thereof and is not an obligation, general, special, or otherwise, of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State; nor shall payment thereof be enforceable out of any funds of the Borrower other than rental income and other revenues, fees, charges, and other monies legally available therefor.

1.3 Method of Making Loan. During the term of this Agreement, Borrower may request advances under the Note as needed. Borrower may make a single request to include all costs related to the Project; however, the amount requested by Borrower may be advanced in several advances to meet the payment terms of the payments due with respect to the Project. Each drawdown request shall be in the form of the Disbursement Request attached hereto as Exhibit B and shall be made to the Bank in writing, shall be signed by the required parties, and shall be supported by such other information as the Bank may reasonably request.

1.4 Collateral. Advances made hereunder will be unsecured.

1.5 Interest Rate.

(a) Bank Qualified: The interest rate on the Note, which has been designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and on each advance thereunder is a fixed rate of **_____________** percent (___%) per annum. Interest on the outstanding balance shall be calculated on the basis of a three hundred sixty-five/three hundred sixty (365/360) day year for the actual number of days elapsed.

(b) Non-Bank Qualified: In the event the Note becomes ineligible for designation as a qualified tax-exempt obligation under Section 265(b)(3) of the Code, the interest rate on the Note shall be **____________** percent (___%) per annum.

(c) Taxable: Upon a Determination of Taxability (as defined below), the Borrower agrees to modify the Note to provide for an interest rate equal to the greater of (i) five percent (5%), or (ii) the Bank's prime rate plus one hundred (100) basis points (the "Taxable Rate"), effective as of the date of Determination of Taxability and the Borrower shall pay to the Bank on demand an amount equal to (a) the difference between the rate of interest paid on the Note and the Taxable Rate for the period from the date the Note became taxable to the date the principal amount hereof is repaid in full, and (b) the amount equal to the sum of (x) any interest and any penalties, additions to tax and additional amounts payable under Chapter 68 of the Code or any successor provisions thereto which are payable to the United States as a consequence of the failure to include the interest on the Note in the federal gross income of the Bank, and (y) an amount equal to all taxes, fees or other charges attributable to the receipt by the Bank (calculated at the maximum rate applicable to the Bank) of the amounts under (x) that are not deductible for federal income tax purposes.

"Determination of Taxability" means the final adoption of legislation or regulations or the rendering of a final decree or judgment of any court of competent jurisdiction or a final action of the Internal Revenue Service determining that the interest paid or payable on the Note is or was includable in the gross income of the owner thereof for federal income tax purposes under the Code; provided, however, that no decree or judgment by any court or action of the Internal Revenue Service shall be considered final unless (a) the Bank gives the Borrower prompt notice of the commencement of the proceedings which could result in any such decree, judgment or action and, if the Borrower agrees to pay all expenses and liabilities in connection therewith, offers the Borrower the opportunity to control the defense thereof and (b) either (i) the Borrower does not agree within thirty (30) days to pay such expenses and liabilities and to control such defense or (ii) the Borrower shall exhaust all available proceedings for the contest, review, appeal or rehearing of such decree, judgment or action.

1.6 Term. The Note of the Borrower shall mature August 31, 2016, irrespective of the date of the first advance.

1.7 Conditions Precedent to Initial Draw on the Loan. Prior to funding the initial draw on the Loan, the Bank must have received on or before the day of, and as a condition to, the following duly executed or appropriately certified, in form and substance satisfactory to the Bank:

(a) A completed Disbursement Request in the form attached hereto as Exhibit B;

(b) A legal opinion from bond counsel in form acceptable to Bank's counsel, addressing (i) authorization and validity of the Note and this Agreement; and (ii) the tax exempt status of the Note.

(c) An executed copy of this Agreement and the original executed Note.

(d) An executed copy of the Resolution of the Borrower approving the Loan.

(e) Project budget in a form satisfactory to the Bank.

(f) Establishment of automatic withdrawal of principal and interest payments from a checking account established at the Bank.

(g) Such other documents, instruments, financial statements of the Borrower, appraisals (in MAI format), cash flow projections for the Project, approvals of governmental agencies, or opinions as the Bank may reasonably request.

1.8 Loan Fee and Fee of Bank's Counsel. Borrower shall pay Bank a fee of $12,500 upon the first advance under the Note. Borrower shall pay the fees of Bank counsel up to $7,500.

1.9 Security Interest and Right of Setoff. The Bank's right of setoff and security interest in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

2. GENERAL WARRANTIES OF BORROWER. Borrower warrants, as a condition on a continuing basis precedent to each advance, that:

2.1 Status and Authority. The Borrower is an institution of higher education, a body politic and corporate and a separate and independent legal entity of the State of Idaho, validly organized and existing under the Constitution and laws of the State of Idaho. Borrower has the power to execute, deliver, and carry out, as the case may be, the terms and provisions of this Agreement and the Note, and all documents and instruments in connection with or incidental hereto on their part, to be executed, delivered, or carried out, and has taken all necessary action to authorize the execution, delivery, and performance thereof, the borrowing hereunder, and the making and delivery of the Note and each and every other document or instrument delivered hereunder. This Agreement, and the Note and other documents and instruments issued or to be issued hereunder when executed and delivered pursuant hereto, constitute and will constitute the authorized, valid, and legally binding obligations of Borrower in accordance with their respective terms under the substantive law of Idaho in the procedures and courts hereinafter described.

2.2 Financial Statements. The financial statements of the Borrower for the fiscal year ending June 30, 2009, furnished to Bank by Borrower are true and correct to the best of Borrower's knowledge and belief, and no substantial adverse change has taken place since the date thereof.

2.3 No Default. Borrower is not in default under any material provisions of any material agreement to which it is a party, and neither the execution and delivery of this Agreement or the Note, or other documents or instruments incidental thereto, nor the consummation of the transactions herein and therein contemplated, nor compliance with the terms and provisions hereof or thereof, will violate any material provision of law or any applicable regulation or adopted constitution, bylaw, ordinance, regulation, code, program, plan, custom, or contract of any order, writ, injunction, or decree of any court or governmental department, commission, board, bureau, agency, or instrumentality, or will conflict or will be inconsistent with or will result in any breach of any of the material terms, covenants, conditions, or provisions of, or constitute default under or result in the creation or imposition of (or the obligation to impose) any lien, charge, or encumbrance upon any of the property or assets of Borrower. For purposes of this Section 2.3, "material" shall include only such facts, circumstances, or occurrences which taken as a whole would adversely affect the ability of the Borrower to repay the sums advanced under this Agreement and the Note. No order, consent, approval, or authorization of any governmental or public entity or body, agency, commission, or board is necessary for the consummation of the transactions contemplated by this Agreement.

2.4 No Litigation. No action, suit, proceeding or investigation at law or in equity against the Borrower is pending, or to the Borrower's knowledge threatened, against the Borrower in any court or administrative body contesting the due organization or valid existence of the Borrower or the validity, due authorization or execution of the Note, this Agreement, or affecting the tax-exempt status of the interest on the Note or the proceedings or the authority under which the Note is issued.

2.5 Project. The Project shall constitute a "project" within the meaning of Idaho Code § 33-3802.

3. AFFIRMATIVE COVENANTS. Throughout the course of this Agreement and until the Note is fully and finally paid, Borrower agrees to:

3.1 Compliance. Comply with all of the terms, conditions, and provisions set forth herein and all instruments or agreements executed hereto, with or in favor of Bank.

3.2 Maintenance of Insurance. Borrower shall maintain, or cause to be maintained, general public liability insurance and fire extended coverage insurance on the Project in such form and amounts as are consistent with industry practice and as approved by the Bank. The Borrower will furnish to the Bank such evidence of insurance as the Bank may require.

3.3 Books and Records. Maintain adequate books and records of account on a consistent basis in accordance with generally accepted accounting principles (GAAP), permit any representative of Bank at any reasonable time to inspect, audit and examine books and inspect the property of Borrower. At least annually, and more often if Bank deems it necessary, Bank examiners may examine and audit Borrower's books and records.

Before making the initial advance under this Agreement, Bank may verify, to the extent it deems necessary, through an examination and audit of Borrower's books and records by Bank's examiners, that Borrower is maintaining its respective books and records in accordance with GAAP and that Borrower's representations contained in this Agreement with respect to financial records and reports and Borrower's financial condition are true and correct as of the date of the examination.

3.4 Compliance with Laws. Borrower is in compliance with:

(a) All laws, statutes, codes, acts, ordinances, rules, regulations, directions and requirements, including all environmental laws and the Employee Retirement Income Security Act of 1974, of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to it and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower; and

(b) All orders, judgments, decrees, injunctions, certificates, franchises, permits, licenses and authorizations of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to Borrower and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower.

3.5 Reports. Borrower shall provide to Bank the following information at the following times:

(a) Within one hundred eighty (180) days after the end of the Borrower's fiscal year, Borrower shall provide to Bank an audited annual financial statement;

(b) Borrower shall furnish such supplemental information or documentation with respect to its financial condition and operations as Bank may from time to time reasonably request, and shall report any and all material changes in accounting or reporting methods.

3.6 Coverage of the Loan Balance. As of each fiscal year end of the Borrower (the "Testing Date"), the Borrower shall demonstrate that it has Unrestricted Net Assets identified in the Statement of Net Assets in the Borrower's audited financial statements in excess of 1.5 times the outstanding principal balance of the Loan. In the interim periods following each Testing Date, the Borrower shall be free to maintain such Unrestricted Net Assets at its discretion.

3.7 Conduct of Business. Borrower shall conduct its business and affairs in a prudent manner in compliance with all applicable federal, state, county, and municipal laws, rules, and regulations.

3.8 Litigation. Borrower shall promptly inform Bank of any material (as defined in Section 2.3) litigation against Borrower or any other events which may adversely affect Borrower's business operations or financial condition.

3.9 Notice of Default. Borrower will notify Bank immediately if it becomes aware of the occurrence of any event of default or of any fact, condition, or event that only with the giving of notice or passage of time, or both, could become an event of default, or of the failure of the Borrower to observe any of its undertakings hereunder.

3.10 Preservation of Historical Data. In all of its operations contemplated hereunder, the Borrower will comply with the applicable provisions of the National Historical Preservation Act of 1966. In the event any historical or archeological items are discovered in the course of those operations, Borrower will cease operations in the area of the discovery and promptly report the discovery to Bank and proper authorities.

3.11 Arbitrage: Special Tax Covenants. The Borrower covenants and agrees not to take or fail to take any action which would cause the Note to become a private activity bond under Section 141 of the Code, and not to take any action or omit to take any action if such action or omission (i) would cause the interest on the Note to lose its exclusion from gross income from federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Note to lose the exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income.

The Borrower hereby further covenants that it will comply with the registration requirements of Section 149(a) of the Code so long as any portion of the Note is outstanding.

The Borrower will execute and file an IRS Form 8038-G and will execute a Federal Tax Exemption Certificate as approved by the Bank's counsel for the Note it issues within the times required by the Code.

The Borrower has designated the Note and this Agreement as "a qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Code. The Borrower will not take any action to make the Note and this Agreement ineligible for such designation.

4. NEGATIVE COVENANTS. Throughout the course of this Agreement and until the Loan is fully and finally paid, Borrower agrees that, without the written consent of Bank first had and received, such consent not to be unreasonably withheld, Borrower will not use the Loan proceeds for any purpose other than the financing of the Project for which the Borrower shall request advances hereunder.

5. DEFAULTS.

5.1 Events of Default. The occurrence of any one or more of the following events will constitute an event of default hereunder:

(a) Borrower's failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note.

(b) Borrower's failure to observe or perform any other obligation to be observed or performed by it hereunder or under the Note; except that in the event of a breach of the covenants under Section 3.11 hereof, the Bank, at its option, may convert the Loan to the alternate interest rates set forth in Sections 1.5(b) or 1.5(c) hereof, as applicable.

(c) Any financial statement, representation, warranty, or certificate made or furnished by Borrower to Bank in connection with this Agreement, or as inducement to Bank to enter into this Agreement, or in any separate statement or document to be delivered hereunder to Bank, is materially false, incorrect, or incomplete when due.

(d) Borrower admits its inability to pay its debts as they mature or shall make an assignment for the benefit of any of its creditors.

(e) The filing of proceedings in bankruptcy or for reorganization of Borrower or for the readjustment of any of its respective debts under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing.

(f) If a receiver or trustee be appointed for Borrower or for any substantial part of their respective assets, or if any proceedings be instituted for the dissolution or the full or partial liquidation of Borrower.

(g) Borrower's failure to pay a material (as defined in Section 2.3) judgment.

5.2 Termination of Advances. Immediately and without notice upon the occurrence of any event of default specified in Section 5.1 or at any time during the continuance of such default, Bank may, at its option, terminate all further advances under the Note and this Agreement.

5.3 Acceleration. Upon the occurrence of any event of default as specified in Section 5.1 above or at any time during the continuance of such event, Bank may give the Borrower notice of the default or defaults complained of. Any such notice of default must be in writing and must specify the default or defaults complained of. In the event Borrower fails to cure such default or defaults within fifteen (15) days of the date the written notice of default is given to Borrower, Bank may, at its option, without further notice to Borrower, declare all obligations incurred under this Agreement, including but not limited to the obligations under the Note, to be at once due and payable.

5.4 Remedies. After the acceleration, as provided for in Section 5.3, Bank shall have, in addition to the rights and remedies given it by this Agreement and the Note, all those allowed by all applicable laws.

6. GENERAL CONSTRUCTION. The provisions of this Agreement, the Note or other evidence of such liability held by the Bank shall be construed as complementary to each

other. Nothing herein contained shall prevent Bank from enforcing any document in accordance with its respective terms.

6.1 Further Assurance. From time to time, Borrower will execute and deliver to Bank such additional documents and will provide such additional information as Bank may reasonably require to carry out the terms of this Agreement and be informed of Borrower's status and affairs.

6.2 Enforcement and Waiver by Bank. Bank shall have the right at all times to enforce the provisions of this Agreement and the Note in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner modified or waived. All rights and remedies of Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6.3 Indemnity. The Borrower will indemnify, defend, and hold harmless the Bank from and against all claims and causes of action (and any resulting liability, cost, or expense) that are asserted against the Bank and arise from or relate to the Borrower's ownership, construction, or operation of the Project or the Borrower's failure to comply with applicable laws and regulations.

6.4 Waiver of Jury Trial. The Borrower and the Bank hereby waive any and all right to trial by jury in any action or proceeding relating to the Note, this Agreement, the obligations hereunder or thereunder, or any transaction arising therefrom or connected thereto. The Borrower and the Bank each represents to the other that this waiver is knowingly, willingly and voluntarily given.

6.5 Arbitration Agreement. The Borrower agrees to comply with the Arbitration Agreement provisions of the Note.

6.6 Expenses of Bank. Borrower will, on demand, reimburse Bank for all reasonable expenses, including the reasonable fees and expenses of legal counsel for Bank, incurred by Bank in connection with the enforcement of this Agreement and the Note, and the collection or attempted collection of the Note, whether any default is ultimately cured or whether Bank is obligated to pursue its remedies hereunder, including such fees and expenses incurred before legal action, during the pendency of any such legal action and continuing to all such fees and expenses in connection with any appeal to higher courts arising out of transactions associated herewith, except that if litigation is instituted and Borrower is the prevailing party in such litigation, Borrower, rather than Bank, shall be entitled to recover its reasonable attorney's fees and costs of suit. The obligations of this section shall survive the making of this Agreement and the Note, including any documents or amendments subsequently executed.

6.7 Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered or given when delivered in person or when deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, or sent by telegraph. Notices shall be addressed as follows, unless such address is changed by written notice hereunder:

If to Borrower: Administration Building
Room 211
Moscow, ID 83844

If to Bank: 221 South Main Street
Moscow, ID 83843

6.8 Binding Effect, Assignment, and Entire Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Borrower has no right to assign any of the rights or obligations hereunder without the prior written consent of Bank. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties and may be amended only by a writing signed on behalf of each party.

6.9 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in one or more counterparts, effective as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF IDAHO

Date: ____________________________ By: __________________________________
______________ , Bursar

WELLS FARGO BANK, NATIONAL ASSOCIATION

Date: ____________________________ By: __________________________________
John P. McCabe, Vice President

EXHIBIT A
(Form of Note)

(Attached)

EXHIBIT B
(Draw Procedure and Form of Disbursement Request)

Borrower shall complete the attached Disbursement Request and submit the same to the Bank at least two (2) days prior to the date that funds are needed. The Bank will review the Disbursement Request and disburse to the Borrower the amount requested within the two (2) day period.

200128615102500650

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$2,500,000.00	08-18-2010	08-31-2016	9147986160		10070012270	Q4533	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: The Regents of The University of Idaho
Administration Bldg Room 213
Moscow, ID 83844-3166

Lender: Wells Fargo Bank, National Association
Moscow Business Banking Center
221 South Main Street
MAC #U1906-011
Moscow, ID 83843

Principal Amount: $2,500,000.00 **Date of Note: August 18, 2010**

PROMISE TO PAY. The Regents of The University of Idaho ("Borrower") promises to pay to Wells Fargo Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Five Hundred Thousand & 00/100 Dollars ($2,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.245%. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule:

> **You may obtain advances in accordance with the Line of Credit provision set forth until September 30, 2011 (the "Conversion Date"). Interest shall be due and payable quarterly as it accrues, beginning on December 31, 2010, and continuing on the same day of each third month thereafter includning the Conversion Date. Advances will no longer be available after the Conversion Date, and the repayment period will begin. The unpaid balance of the Note outstanding on the Conversion Date and interest as it accrues shall be due and payable quarterly beginning December 31, 2011 in the amount of $136,084.16. The Note shall mature on August 31, 2016, at which time all unpaid principal, accrued interest, and any other unpaid amounts shall be due and payable in full. Unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Bank in any order at Bank's sole discretion.**

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. **Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Wells Fargo Bank, National Association, BBG-Boise Loan Operations Center, MAC #U1851-014, Attn: Accounting, PO Box 8203 Boise, ID 83707-2203.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment or $15.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 4.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

Additional Provision: This Promissory Note does not constitute a debt, legal or moral or otherwise of the State of Idaho.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

> **Payment Default.** Borrower fails to make any payment when due under this Note.
>
> **Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
>
> **Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.
>
> **False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
>
> **Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
>
> **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or

a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Idaho.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph. The Bank's right of setoff in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

PAYMENT DUE DATE DEFERRAL. Payment invoices will be sent on a date (the "billing date") which is prior to each payment due date. If this Note is booked near or after the billing date for the first scheduled payment, Lender may, in it's sole discretion, defer each scheduled payment date and/or the maturity date by one or more months.

FINANCIAL STATEMENTS. Borrower agrees to provide to Lender, upon request, financial statements prepared in a manner and form acceptable to Lender, and copies of such tax returns and other financial information and statements as may be requested by Lender. Each financial statement shall give a full and complete picture of Borrower's financial condition as of the statement's date, with ownership accurately reflected, and shall be signed and dated or otherwise authenticated to Lender's satisfaction. Borrower shall also furnish such information regarding Borrower or the Collateral or the use of loan proceeds as may be requested by Lender. Borrower warrants that all financial statements and information provided to Lender are and will be accurate, correct and complete. Borrower will permit Lender to examine or audit Borrower's books, accounts, and records, including any records in the possession of a third party, at any reasonable time upon request, at no cost to Lender.

AUTOMATIC DEBIT OF PAYMENTS. Borrower agrees to maintain Borrower's deposit account with Lender, account number 280009135 , from which Lender is authorized to debit loan payments, fees and such other sums as may be payable under the Note or related loan documents as they become due with respect to this loan and any renewals and extensions of this loan, and shall keep such deposit account in good standing at all times. This authorization shall remain in full force and effect until discontinued by Lender, or until written revocation from Borrower has been received and processed by Lender at the address of Lender set out in the "PREPAYMENT" or "PREPAYMENT PENALTY" paragraph of the Promissory Note. If this authorization is revoked, or if the account is not maintained in good standing, or if Lender is not able to collect such amounts from the account as they become due for any reason, then Lender may increase the pre-maturity interest rate applicable to this Credit immediately and without notice by one quarter percent (1/4%).

PRIMARY DEPOSIT ACCOUNT. Borrower agrees to maintain Borrower's primary deposit account with Lender or any banking affiliate of Lender (defined as the deposit account into which substantially all of Borrower's receipts from its operations are deposited and from which substantially all of Borrower's disbursements for its operations are made), and shall keep it at all times in good standing.

EXTENSION AND RENEWAL. Lender may, at Lender's discretion, renew or extend this Note by written notice to Borrower. Such renewal or extension will be effective as of the maturity date of this Note, and may be conditioned among other things on modification of Borrower's obligations hereunder, including but not limited to a decrease in the amount available under this Note, an increase in the interest rate applicable to this Note and/or payment of a fee for such renewal or extension Borrower will be deemed to have accepted the terms of such extensions and renewals if Borrower does not deliver to Lender written rejection of such renewal or extension within 10 days following the date of the written notice of such changes, or if Borrower draws additional funds following receipt of such notice. After any renewal or extension of Borrower's obligations under this Note, the term "maturity date" as used in this Note will mean the new maturity date set forth in the written notice of extension or renewal of this Note. The Note may be modified, extended and renewed repeatedly in this manner.

LINE ADVANCES. Notwithstanding anything to the contrary, requests for advances communicated to any office of Lender by any person believed by Lender in good faith to be authorized to make the request, whether written, verbal, telephonic or electronic, may be acted upon by Lender, and Borrower will be liable for sums advanced by Lender pursuant to such request. Such requests for advances shall be deemed authorized by Borrower, and Lender shall not be liable for such advances made in good faith, and with respect to advances deposited to the credit of any deposit account of Borrower, such advances, when so deposited, shall be conclusively presumed to have been made to or for the benefit of Borrower regardless of the fact that persons other than those authorized to request advances may have authority to draw against such account. Borrower agrees to indemnify and hold Lender harmless from and against all damages, liabilities, costs and expenses (including attorney's fees) arising out of any claim by Borrower or any third party against Lender in connection with Lender's performance of transfers as described above.

CREDIT BUREAU INQUIRIES. The parties hereto, and each individual signing below in a representative capacity, agree that Lender may obtain business and/or personal credit reports and tax returns on each of them in their individual capacities.

APPLICATION OF PAYMENTS. Notwithstanding the application of payment provided in the Payment section of this Note, unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Lender in any order at Lender's sole discretion. If a final payment amount is set out in the Payment section of this Note, Borrower understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described above, the following shall be an Event of Default, if applicable: (i) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower, (ii) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower with an aggregate ownership interest in Borrower of twenty-five percent (25%) or more, or (iii) any of the preceding events occurs with respect to any general partner of Borrower or guarantor of any indebtedness of Borrower under this Note.

DEFAULT RATE. At Lender's option and without prior notice, upon default or at any time during the pendency of any event of default under the Note or any related loan documents, Lender may impose a default rate of interest (the "Default Rate") equal to the pre-default interest rate plus four percent per annum, not to exceed the maximum lawful rate. If the pre-default rate is a floating or adjustable rate based upon an Index, it will continue to float or adjust on the same periodic schedule, and the Default Rate will be a variable rate per annum equal to the applicable Index plus the pre-default margin plus four percent, not to exceed the maximum lawful rate. The Default Rate shall remain in effect until the default has been cured and that fact has been communicated to and confirmed by Lender. Lender may, from time to time in its discretion, adjust or reamortize payments to take into account changes in the interest rate. Lender shall give written notice to Borrower of Lender's imposition of the Default Rate, except that if the Note is not paid at maturity, Lender may impose the Default Rate from the maturity date to the date paid in full without notice. Lender's imposition of the Default Rate shall not constitute an election of remedies or otherwise limit Lender's rights concerning other remedies available to Lender as a result of the occurrence of an event of default. In the event of a conflict between the provisions of this paragraph and any other provision of the Note or any related agreement, the provisions of this paragraph shall control. If a default rate is prohibited by applicable law, then the pre-default rate (including periodic rate adjustments for floating or adjustable rates) shall continue to apply after default or maturity.

FURTHER ASSURANCES. The parties hereto agree to do all things deemed necessary by Lender in order to fully document the loan evidenced by this Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness. The undersigned agree to assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note. Borrower further agrees to pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real property pledged as collateral for this Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; and (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth In Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo Affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing. The Bank's right of setoff in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

LOAN FEE AUTHORIZATION. Borrower shall pay to Lender any and all fees as specified in the "Disbursement Request and Authorization" executed by Borrower in connection with this Note. Such fees are non-refundable and shall be due and payable in full immediately upon Borrower's execution of this Note.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement, hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, and may be compelled by summary proceedings in Court. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any Dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party shall be entitled to join or consolidate disputes by or against others who are not parties to this agreement in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the documents or any relationship between the parties.

G. State-Specific Provisions.

If California law governs the Dispute, the following provision is included:
Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

If Idaho law governs the Dispute, the following provision is included:
Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Montana law governs the Dispute, the following provision is included:
Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Montana, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Nevada law governs the Dispute, the following provision is included:
Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Nevada, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If South Dakota law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of South Dakota, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e).

TAX-EXEMPT INDEBTEDNESS. Borrower represents and warrants: (a) that the loan evidenced by this Note is a qualified tax-exempt obligation under the Internal Revenue Code ("Code"), including if applicable, after aggregating the amount of this Note with all other tax-exempt indebtedness of Borrower and designates this Note as a "qualified tax exempt obligation" in accordance with the provisions of Section 265(b)(3) of the Internal Revenue Code; and (b) all proceeds of the loan evidenced by this Note will be used only for essential governmental functions of the Borrower. Borrower hereby represents, warrants and covenants that at no time during the term of the loan, will borrower, or any of its officers, employees and agents, take or omit to take any action which will cause the loan evidenced by this Note to be disqualified as a tax-exempt obligation under the Code, and borrower further agrees to use all proceeds of the loan for purposes which maintain the tax-exempt status of the loan. Borrower hereby agrees to indemnify Lender for any and all charges (whether as tax, interest or penalty) which may be assessed against Lender by reason of the interest paid or due under this Note being determined to be taxable. All charges shall be payable by borrower upon demand when accompanied by a statement describing the charges. If the interest received or to be received under this Note is determined to be taxable, Lender may increase the interest rate applicable to the Note by an amount equal to the resulting tax liability imposed upon Lender. As an additional condition of closing the loan described in this Note, Lender may require Borrower to deliver to Lender a legal opinion of counsel acceptable to Lender, in form and substance acceptable to Lender, that the loan is qualified tax exempt indebtedness under the Code. The interest rate as set forth in this Note was determined by calculating 5.00 multiplied by 0.649 equaling a final rate of 3.245.

ELECTRONIC TRANSMISSION OF DOCUMENTS. Lender may, in its sole discretion, rely upon any document, report, agreement or other communication ("Document") you send by email, facsimile or other electronic means, treating the Document as genuine and authorized to the same extent as if it was an original document executed by you or your authorized representative. Lender may from time to time in its sole discretion reject any such electronic Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received be unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower or Guarantor fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate; or (ii) Borrower or Guarantor revoke or dispute the validity of any of its liabilities or obligations under the Agreement, or any Related Documents or any other agreement with Lender or any Wells Fargo Affiliate. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:______________________________

LLoyd E. Mues, Vice President for Finance and Administration

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UNIVERSITY OF IDAHO

SUBJECT

Loan Authorizing Resolution - ASUI Kibbie Activity Center (Kibbie Dome) Enhancement Project

REFERENCE

August 2006	Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 14 of the approved minutes.
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. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 12 of the approved minutes.
April 2007	Capital Project Authorization, Replace Artificial Turf, ASUI Kibbie Activity Center. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 9, page 19 of the approved minutes.
December 2007	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 8, page 8 of the approved minutes.
December 2008	Capital Project Initial Construction Phase Authorization, and Construction Loan Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements. Business Affairs and Human Resources Agenda—Finance Agenda, Item Nos. 2 & 3, page 13 of the approved minutes.
February 2010	Capital Project Construction Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements – East End Wall Replacement. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 4, page 15 of the approved minutes
February 2010	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Enhancement

	Project. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 3, page 14 of the approved minutes
June 2010	Approval of capital project construction and proposal for bridge financing.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 & 2.
Section 33-3805, Idaho Code

BACKGROUND/ DISCUSSION

In June 2010, the Board approved construction for the ASUI Kibbie Activity Center (Kibbie Dome) Enhancement Project as well as the University's proposal to use a bridge loan to finance construction which is to be repaid from private funds pledged for the project as those pledges are received. The total of funds received as well as outstanding pledges for the project is now in excess of $6.9 million.

Consistent with the Board's approval, the University has completed negotiations with Wells Fargo Bank for a loan not to exceed $2.9 million at a rate not to exceed 5.5%, as well as the documentation for the financing. The university now seeks approval for the formal resolution authorizing the debt and approving the loan documents in accordance with section 33-3805, Idaho Code.

IMPACT

The fiscal impact of the bridge loan will depend on the timing and amounts of draws for construction of the project. A conservative estimate of interest (5.00%) and fees ($22,500) for the loan is $521,700, which will be paid from the private funds pledged for the project.

ATTACHMENTS

Attachment 1 – Resolution	Page 5
Attachment 2 – Loan Agreement	Page 7
Attachment 3 – Promissory Note – To Be Provided at Meeting	

STAFF COMMENTS AND RECOMMENDATIONS

At its June 2010 meeting the Board voted to approve construction and to obtain loan financing for the University's Kibbie Activity Center Enhancement Project for approximately $2.9 million. The Board's approval stipulated that the rate of interest not exceed 5.5%. The principal amount of the loan brought for Board approval is $2,900,000 and the interest rate is 5.0%. The note is to be secured by donations (with approximately $1.8 million cash in hand as of agenda preparation date).

The University's lender, Wells Fargo, has requested a formal debt resolution of the Board for the financing.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for a resolution of the Board of Regents of the University of Idaho as per Attachment 1 to the Board materials, and hereby adopting said resolution and authorizing the President of the Board and the Bursar of the University of Idaho to execute the same.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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AUTHORIZING RESOLUTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO

A RESOLUTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENT AND A PROMISSORY NOTE WITH WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS WITH RESPECT TO THE FINANCING OF CERTAIN SPECTATOR SEATING IMPROVEMENTS TO THE KIBBIE DOME AT THE UNIVERSITY IN MOSCOW, IDAHO; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the “University”), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, to borrow money and issue notes or bonds to finance the construction and acquisition of certain spectator seating improvements to the Kibbie Dome in Moscow, Idaho (the “Project”); and

WHEREAS, the University desires to finance the Project through a Loan Agreement (the “Agreement”) and Promissory Note (the “Note”) in the amount of up to $2,900,000 and at the rate of interest described in the Agreement and Note with Wells Fargo Bank, National Association (the “Bank”), evidencing a loan (the “Loan”) for the Project;

WHEREAS, in order to finance the Project, the University proposes to enter into the Loan Agreement, Note and certain related documents with the Bank (the “Financing Documents”), the form of which have been presented to the Board of Regents at this meeting; and

WHEREAS, the Board of Regents of the University deems it for the benefit of the University and for the efficient and effective administration thereof to enter into the Financing Documents on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO as follows:

Section 1. Finding Regarding the Project and Approval of Documents.

The Project is hereby found and determined to be necessary for the proper operation of the University and to be economically feasible. The form, terms and provisions of the Financing Documents are hereby approved in substantially the forms presented at this meeting; and the Bursar of the University is hereby authorized and directed to execute the Financing Documents, together with such changes as the Bursar shall approve and shall not be inconsistent herewith, and to deliver the Financing Documents to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the University shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer.

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 5. Effective Date.

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO this ___th day of August, 2010.

THE REGENTS OF THE UNIVERSITY OF IDAHO By: ______________________________ Printed Name: ________________________ Title: President, State Board of Education and Board of Regents of the University of Idaho By: ________________________________ Name: ______________________________ Title: Bursar	ATTEST: By: ______________________________ Printed Name: ________________________ Title: Secretary of The Board

THE OBLIGATIONS EVIDENCED BY THIS LOAN AGREEMENT SHALL NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE, OF THE STATE OF IDAHO.

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), dated the _____ day of August, 2010, is made by and between The Regents of the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho ("Borrower"), whose address is Administration Building, Room 211, Moscow, Idaho 83844-3168, and Wells Fargo Bank, National Association ("Bank"), whose address is 221 South Main Street, Moscow, Idaho 83843.

WITNESSETH:

WHEREAS, Borrower desires to finance the costs of certain spectator seating improvements to the Kibbie Dome in Moscow, Idaho (the "Project"), which is owned by the University of Idaho (the "University"); and

WHEREAS, Borrower has requested Bank to make a loan to Borrower in the form of a non-revolving line of credit to finance the Project upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby covenant, contract, and agree to and with each other as follows:

1. LOAN.

1.1 Commitment. Bank agrees to loan funds to Borrower to be used by Borrower to finance the Project. The aggregate principal amount of such loan shall not exceed the amount of Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000) (the "Loan"). It is understood that this commitment is not a revolving commitment and that, under the terms of the Note (defined in Section 1.2), Borrower may receive advances up to the Loan but may not reborrow any advances which have been repaid. Nothing herein shall limit the Borrower's right to prepay, without penalty, all or part of the indebtedness at any time.

1.2 Promissory Note. Borrower shall execute a promissory note (the "Note") in the amount of Two Million Nine Hundred Thousand and No/100 Dollars ($2,900,000), in the form attached hereto as Exhibit A. Interest on each of the advances, from time to time outstanding, will be payable at a fixed rate pursuant to Section 1.5 hereunder. Interest shall be payable quarterly in arrears. The initial payment of interest from the date of the first advance shall be due on December 31, 2010. Principal shall be due and payable quarterly based on a five-year amortization beginning December 31, 2011. The Note is issued under the provisions of Title 33, chapter 38, Idaho Code, for the purpose of financing the Project, and for the payment of expenses properly incident thereto and to the issuance of the Note.

The Note is a limited obligation of the Borrower payable solely in accordance with the terms hereof and thereof and is not an obligation, general, special, or otherwise, of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State; nor shall payment thereof be enforceable out of any funds of the Borrower other than rental income and other revenues, fees, charges, and other monies legally available therefor.

1.3 Method of Making Loan. During the term of this Agreement, Borrower may request advances under the Note as needed. Borrower may make a single request to include all costs related to the Project; however, the amount requested by Borrower may be advanced in several advances to meet the payment terms of the payments due with respect to the Project. Each drawdown request shall be in the form of the Disbursement Request attached hereto as Exhibit B and shall be made to the Bank in writing, shall be signed by the required parties, and shall be supported by such other information as the Bank may reasonably request.

1.4 Collateral. Advances made hereunder will be unsecured.

1.5 Interest Rate. The interest rate on the Note is a fixed rate of _______ percent (___%) per annum. Interest on the outstanding balance shall be calculated on the basis of a three hundred sixty-five/three hundred sixty (365/360) day year for the actual number of days elapsed.

1.6 Term. The Note of the Borrower shall mature August 31, 2016, irrespective of the date of the first advance.

1.7 Conditions Precedent to Initial Draw on the Loan. Prior to funding the initial draw on the Loan, the Bank must have received on or before the day of, and as a condition to, the following duly executed or appropriately certified, in form and substance satisfactory to the Bank:

(a) A completed Disbursement Request in the form attached hereto as Exhibit B;

(b) A legal opinion from bond counsel in form acceptable to Bank's counsel, addressing the authorization and validity of the Note and this Agreement.

(c) An executed copy of this Agreement and the original executed Note.

(d) An executed copy of the Resolution of the Borrower approving the Loan.

(e) Project budget in a form satisfactory to the Bank.

(f) Establishment of automatic withdrawal of principal and interest payments from a checking account established at the Bank.

(g) Such other documents, instruments, financial statements of the Borrower, appraisals (in MAI format), cash flow projections for the Project, approvals of governmental agencies, or opinions as the Bank may reasonably request.

1.8 Loan Fee and Fee of Bank's Counsel. Borrower shall pay Bank a fee of $7,500 upon the first advance under the Note. Borrower shall pay the fees of Bank counsel up to $7,500**. [**

1.9 Security Interest and Right of Setoff. The Bank's right of setoff and security interest in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

2. GENERAL WARRANTIES OF BORROWER. Borrower warrants, as a condition on a continuing basis precedent to each advance, that:

2.1 Status and Authority. The Borrower is an institution of higher education, a body politic and corporate and a separate and independent legal entity of the State of Idaho, validly organized and existing under the Constitution and laws of the State of Idaho. Borrower has the power to execute, deliver, and carry out, as the case may be, the terms and provisions of this Agreement and the Note, and all documents and instruments in connection with or incidental hereto on their part, to be executed, delivered, or carried out, and has taken all necessary action to authorize the execution, delivery, and performance thereof, the borrowing hereunder, and the making and delivery of the Note and each and every other document or instrument delivered hereunder. This Agreement, and the Note and other documents and instruments issued or to be issued hereunder when executed and delivered pursuant hereto, constitute and will constitute the authorized, valid, and legally binding obligations of Borrower in accordance with their respective terms under the substantive law of Idaho in the procedures and courts hereinafter described.

2.2 Financial Statements. The financial statements of the Borrower for the fiscal year ending June 30, 2009, furnished to Bank by Borrower are true and correct to the best of Borrower's knowledge and belief, and no substantial adverse change has taken place since the date thereof.

2.3 No Default. Borrower is not in default under any material provisions of any material agreement to which it is a party, and neither the execution and delivery of this Agreement or the Note, or other documents or instruments incidental thereto, nor the consummation of the transactions herein and therein contemplated, nor compliance with the terms and provisions hereof or thereof, will violate any material provision of law or any applicable regulation or adopted constitution, bylaw, ordinance, regulation, code, program, plan, custom, or contract of any order, writ, injunction, or decree of any court or governmental department, commission, board, bureau, agency, or instrumentality, or will conflict or will be inconsistent with or will result in any breach of any of the material terms, covenants, conditions, or provisions of, or constitute default under or result in the creation or imposition of (or the obligation to impose) any lien, charge, or encumbrance upon any of the property or assets of Borrower. For purposes of this Section 2.3, "material" shall include only such facts, circumstances, or occurrences which taken as a whole would adversely affect the ability of the Borrower to repay the sums advanced under this Agreement and the Note. No order, consent, approval, or authorization of any governmental or public entity or body, agency, commission, or board is necessary for the consummation of the transactions contemplated by this Agreement.

2.4 No Litigation. No action, suit, proceeding or investigation at law or in equity against the Borrower is pending, or to the Borrower's knowledge threatened, against the Borrower in any court or administrative body contesting the due organization or valid existence of the Borrower or the validity, due authorization or execution of the Note, this Agreement, or affecting the proceedings or the authority under which the Note is issued.

2.5 Project. The Project shall constitute a "project" within the meaning of Idaho Code § 33-3802.

3. AFFIRMATIVE COVENANTS. Throughout the course of this Agreement and until the Note is fully and finally paid, Borrower agrees to:

3.1 Compliance. Comply with all of the terms, conditions, and provisions set forth herein and all instruments or agreements executed hereto, with or in favor of Bank.

3.2 Maintenance of Insurance. Borrower shall maintain, or cause to be maintained, general public liability insurance and fire extended coverage insurance on the Project in such form and amounts as are consistent with industry practice and as approved by the Bank. The Borrower will furnish to the Bank such evidence of insurance as the Bank may require.

3.3 Books and Records. Maintain adequate books and records of account on a consistent basis in accordance with generally accepted accounting principles (GAAP), permit any representative of Bank at any reasonable time to inspect, audit and examine books and inspect the property of Borrower. At least annually, and more often if Bank deems it necessary, Bank examiners may examine and audit Borrower's books and records.

Before making the initial advance under this Agreement, Bank may verify, to the extent it deems necessary, through an examination and audit of Borrower's books and records by Bank's examiners, that Borrower is maintaining its respective books and records in accordance with GAAP and that Borrower's representations contained in this Agreement with respect to financial records and reports and Borrower's financial condition are true and correct as of the date of the examination.

3.4 Compliance with Laws. Borrower is in compliance with:

(a) All laws, statutes, codes, acts, ordinances, rules, regulations, directions and requirements, including all environmental laws and the Employee Retirement Income Security Act of 1974, of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to it and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower; and

(b) All orders, judgments, decrees, injunctions, certificates, franchises, permits, licenses and authorizations of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to Borrower and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower.

3.5 Reports. Borrower shall provide to Bank the following information at the following times:

(a) Within one hundred eighty (180) days after the end of the Borrower's fiscal year, Borrower shall provide to Bank an audited annual financial statement;

(b) Borrower shall furnish such supplemental information or documentation with respect to its financial condition and operations as Bank may from time to time reasonably request, and shall report any and all material changes in accounting or reporting methods.

3.6 Coverage of the Loan Balance. As of each fiscal year end of the Borrower (the "Testing Date"), the Borrower shall demonstrate that it has Unrestricted Net Assets identified in the Statement of Net Assets in the Borrower's audited financial statements in excess of 1.5 times the outstanding principal balance of the Loan. In the interim periods following each Testing Date, the Borrower shall be free to maintain such Unrestricted Net Assets at its discretion.

3.7 Conduct of Business. Borrower shall conduct its business and affairs in a prudent manner in compliance with all applicable federal, state, county, and municipal laws, rules, and regulations.

3.8 Litigation. Borrower shall promptly inform Bank of any material (as defined in Section 2.3) litigation against Borrower or any other events which may adversely affect Borrower's business operations or financial condition.

3.9 Notice of Default. Borrower will notify Bank immediately if it becomes aware of the occurrence of any event of default or of any fact, condition, or event that only with the giving of notice or passage of time, or both, could become an event of default, or of the failure of the Borrower to observe any of its undertakings hereunder.

3.10 Preservation of Historical Data. In all of its operations contemplated hereunder, the Borrower will comply with the applicable provisions of the National Historical Preservation Act of 1966. In the event any historical or archeological items are discovered in the course of those operations, Borrower will cease operations in the area of the discovery and promptly report the discovery to Bank and proper authorities.

4. NEGATIVE COVENANTS. Throughout the course of this Agreement and until the Loan is fully and finally paid, Borrower agrees that, without the written consent of Bank first had and received, such consent not to be unreasonably withheld, Borrower will not use the Loan

proceeds for any purpose other than the financing of the Project for which the Borrower shall request advances hereunder.

5. DEFAULTS.

5.1 Events of Default. The occurrence of any one or more of the following events will constitute an event of default hereunder:

(a) Borrower's failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note.

(b) Borrower's failure to observe or perform any other obligation to be observed or performed by it hereunder or under the Note.

(c) Any financial statement, representation, warranty, or certificate made or furnished by Borrower to Bank in connection with this Agreement, or as inducement to Bank to enter into this Agreement, or in any separate statement or document to be delivered hereunder to Bank, is materially false, incorrect, or incomplete when due.

(d) Borrower admits its inability to pay its debts as they mature or shall make an assignment for the benefit of any of its creditors.

(e) The filing of proceedings in bankruptcy or for reorganization of Borrower or for the readjustment of any of its respective debts under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing.

(f) If a receiver or trustee be appointed for Borrower or for any substantial part of their respective assets, or if any proceedings be instituted for the dissolution or the full or partial liquidation of Borrower.

(g) Borrower's failure to pay a material (as defined in Section 2.3) judgment.

5.2 Termination of Advances. Immediately and without notice upon the occurrence of any event of default specified in Section 5.1 or at any time during the continuance of such default, Bank may, at its option, terminate all further advances under the Note and this Agreement.

5.3 Acceleration. Upon the occurrence of any event of default as specified in Section 5.1 above or at any time during the continuance of such event, Bank may give the Borrower notice of the default or defaults complained of. Any such notice of default must be in writing and must specify the default or defaults complained of. In the event Borrower fails to cure such default or defaults within fifteen (15) days of the date the written notice of default is given to Borrower, Bank may, at its option, without further notice to Borrower, declare all obligations incurred under this Agreement, including but not limited to the obligations under the Note, to be at once due and payable.

5.4 Remedies. After the acceleration, as provided for in Section 5.3, Bank shall have, in addition to the rights and remedies given it by this Agreement and the Note, all those allowed by all applicable laws.

6. GENERAL CONSTRUCTION. The provisions of this Agreement, the Note or other evidence of such liability held by the Bank shall be construed as complementary to each other. Nothing herein contained shall prevent Bank from enforcing any document in accordance with its respective terms.

6.1 Further Assurance. From time to time, Borrower will execute and deliver to Bank such additional documents and will provide such additional information as Bank may reasonably require to carry out the terms of this Agreement and be informed of Borrower's status and affairs.

6.2 Enforcement and Waiver by Bank. Bank shall have the right at all times to enforce the provisions of this Agreement and the Note in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner modified or waived. All rights and remedies of Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6.3 Indemnity. The Borrower will indemnify, defend, and hold harmless the Bank from and against all claims and causes of action (and any resulting liability, cost, or expense) that are asserted against the Bank and arise from or relate to the Borrower's ownership, construction, or operation of the Project or the Borrower's failure to comply with applicable laws and regulations.

6.4 Waiver of Jury Trial. The Borrower and the Bank hereby waive any and all right to trial by jury in any action or proceeding relating to the Note, this Agreement, the obligations hereunder or thereunder, or any transaction arising therefrom or connected thereto. The Borrower and the Bank each represents to the other that this waiver is knowingly, willingly and voluntarily given.

6.5 Arbitration Agreement. The Borrower agrees to comply with the Arbitration Agreement provisions of the Note.

6.6 Expenses of Bank. Borrower will, on demand, reimburse Bank for all reasonable expenses, including the reasonable fees and expenses of legal counsel for Bank, incurred by Bank in connection with the enforcement of this Agreement and the Note, and the collection or attempted collection of the Note, whether any default is ultimately cured or whether Bank is obligated to pursue its remedies hereunder, including such fees and expenses incurred before legal action, during the pendency of any such legal action and continuing to all such fees and expenses in connection with any appeal to higher courts arising out of transactions associated herewith, except that if litigation is instituted and Borrower is the prevailing party in such litigation, Borrower, rather than Bank, shall be entitled to recover its reasonable attorney's fees and costs of suit. The obligations of this section shall survive the making of this Agreement and the Note, including any documents or amendments subsequently executed.

6.7 Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered or given when delivered in person or when deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, or sent by telegraph. Notices shall be addressed as follows, unless such address is changed by written notice hereunder:

If to Borrower: Administration Building
Room 211
Moscow, ID 83844

If to Bank: 221 South Main Street
Moscow, ID 83843

6.8 Binding Effect, Assignment, and Entire Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Borrower has no right to assign any of the rights or obligations hereunder without the prior written consent of Bank. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties and may be amended only by a writing signed on behalf of each party.

6.9 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in one or more counterparts, effective as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF IDAHO

Date: ____________________________ By: ______________________________
______________ , Bursar

WELLS FARGO BANK, NATIONAL ASSOCIATION

Date: ____________________________ By: ______________________________
John P. McCabe, Vice President

EXHIBIT A
(Form of Note)

(To Be Provided at SBOE Meeting)

EXHIBIT B
(Draw Procedure and Form of Disbursement Request)

Borrower shall complete the attached Disbursement Request and submit the same to the Bank at least two (2) days prior to the date that funds are needed. The Bank will review the Disbursement Request and disburse to the Borrower the amount requested within the two (2) day period.

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

2010/2011 student health insurance premiums, and permanent delegation of rate approval to the chief executive officer

BACKGROUND/DISCUSSION

Student health insurance is part of the college's registration fees. Currently, there is no way for a student to opt out if they have other insurance; part-time students without coverage can't opt in to the plan; and the coverage is minimal. Eastern Idaho Technical College (EITC) has been working on an agreement to address these concerns.

EITC's carrier is Renaissance Agencies, a national student health insurance provider. They have obtained underwriting from Nationwide Life Insurance Company. Renaissance is also the carrier for the Student Health Insurance Plan consortium made up of BSU, ISU and LCSC. EITC did not join the consortium because it would not have achieved any cost savings for them.

According to Board policy, health insurance costs need to be approved by the Board or can be delegated to the chief executive officer. Consistent with the other college and universities, EITC requests permanent delegation to the chief executive officer for student health insurance rate approval.

IMPACT

EITC has negotiated with its current carrier, Renaissance Agencies, a student health insurance rate of $84.00 per semester or $252 annually for the 2010-2011 academic year. This rate reflects an increase of a $31 per semester or $93 annually (58%) over the current rate.

	2009/2010 Premiums	**2010/2011 Premiums**
Student Annual	$159	$252
Dependent	$285	$450

While the percent increase looks excessive, the actual cost of the plan is very reasonable by any measure. Furthermore, the plan coverage is significantly improved. For example, the former plan provided for 100% of reasonable and customary expenses up to $1,500 per occurrence and then thereafter for 80% of reasonable and customary expenses up a maximum of $11,500 per occurrence. The $11,500 maximum included the $1,500 basic benefit. The new plan provides for 80% coverage for all reasonable and customary expenses up to a maximum of $50,000 per occurrence.

The College will assess and collect the insurance fee for all students registering for 12 or more credits and will refund the fee to those who subsequently apply and qualify for the "proof of other insurance" waiver.

STAFF COMMENTS AND RECOMMENDATIONS

While it was not cost beneficial for EITC to participate in the Student Health Insurance Plan (SHIP) consortium approved by the Board in April, the college believes it had the benefit of the consortium's coattails when the college bid out their student health insurance plan. The SHIP carrier provided EITC a very competitive and improved benefit plan for its students. Staff recommends approval.

BOARD ACTION

I move to approve Eastern Idaho Technical College's 2010/2011 student health insurance premiums, and to permanently delegate to the chief executive officer the approval of these rates.

Moved by __________ Seconded by __________ Carried Yes_____ No_____

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BOISE STATE UNIVERSITY

SUBJECT

Approval of Notice of Intent: Change the Minimum Number of Credits for Baccalaureate Degree to 120

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.E.3 and Section III.G.2.a

BACKGROUND/DISCUSSION

Boise State University is requesting to reduce the minimum number of credits required for a baccalaureate degree from the current 128 credits to 120 credits for many programs. Certain majors may continue to require more than 120 credits.

Based on a comparison study conducted by Boise State, the majority of institutions in the West (approximately 80%) currently have a minimum credit requirement of 120 (see page 4). By changing the number of credits required to 120 credits, Boise State will be better aligned with institutions in the region and with other state institutions of similar size in other regions.

The eight-credit reduction corresponds to one-half of the load for a full-time semester for a student. Therefore, it is reasonable to estimate that a student could graduate earlier under the new 120-credit rule. It would follow that the institution's graduation rate would increase as well.

Each department proposing to decrease the credits to degree for a program will carefully analyze the curriculum of that program so that the reduction can be made in a way that does not compromise the quality of the program. In practice, the reductions in credits in a particular program will be accomplished by a mix of reduction of required credits and/or reduction in core credits and/or reduction in elective credits. All proposed changes in curriculum must be reviewed and approved by the college and university curriculum committees and by the Office of the Provost.

The Faculty Senate at Boise State unanimously endorses the change in the number of credits.

IMPACT

Changes in the number of credits for baccalaureate degrees will result in cost savings to the institution and to the student. Based on fall 2009 costs, a full-time semester cost $2,432. Boise State estimates that on average a baccalaureate student will save approximately half that amount ($1200) during their academic career.

The University will also save resources (see page 4). An 8-credit reduction in graduation requirements would result in a reduction of 8 credits times 1,500 students = 13,500 student credit hours per year. The result would be some combination of fewer resources required to teach courses, greater capacity for enrollment of undergraduate students, and less time per faculty member required in the classroom thereby enabling increased grant writing and research activity. The resulting increase in grant revenue, on the order of several million of dollars, will more than offset any decrease in tuition revenue that might result from the proposed change.

ATTACHMENTS

Attachment 1 – Notice of Intent Page 3

STAFF COMMENTS AND RECOMMENDATIONS

While Board Policy III.E states that a baccalaureate degree is equal to at least four (4) years of full-time academic work, Board policy does not provide a definition for specific credit requirements. In order to process the request, Board staff recommended that Boise State submit their request through the Notice of Intent process. The reduction in the number of credits shows there will be a significant savings. Due to this financial impact, it will require Board approval per Board Policy III.G.

Presently, all other public institutions in Idaho require a minimum of 128 credits to complete a baccalaureate degree. While Boise State would be the first public institution to propose the change to 120 credits, Idaho State University and the University of Idaho have indicated that they also are having discussions on campus and are considering a similar 120 credit requirement for their baccalaureate degrees.

CAAP and Board staff recommends approval of Boise State's request to reduce the number of baccalaureate degrees from 128 credits to 120 credits as presented.

BOARD ACTION

I move to authorize Boise State University to reduce the number of credits for baccalaureate degrees for any program from 128 to 120 credits based on Boise State University's determination of appropriateness.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Institutional Tracking No. **10-23**

Idaho State Board of Education

Academic/Professional-Technical Education
Notice of Intent

Institution Submitting Proposal: Boise State University

Name of College, School, or Division: All Colleges

Name of Department(s) or Area(s): All departments that offer baccalaureate degrees

Indicate if this Notice of Intent (NOI) is for an Academic or Professional-Technical Program
Academic x Professional - Technical ____

For a New, Expanded, or Off-Campus Instructional Program, or Administrative/Research Unit (circle one), and list the title/name:

____
(Title of Degree or Certificate or Name of Unit)

Proposed Starting Date: Spring 2011

For New Programs:

____
Program (i.e., degree) Title

____
CIP 2010 Code
(consult Institutional Researcher/Registrar)

For Existing Programs:

All baccalaureate programs
Program (i.e., degree) Title

____
CIP 2010 Code

For Other Instructional Activity:

- [ ] Program Component (major/minor/option/emphasis)
- [ ] Off-Campus Program Activity
- [ ] Instructional/Research Unit
- [ ] Addition/Expansion
- [ ] Discontinuance/consolidation
- [ ] Contract Program/Collaborative
- [x] Other **CHANGE THE MINIMUM NUMBER OF CREDITS FOR BACCALAUREATE DEGREE TO 120**

N/A		NA	
College Dean (Institution)	Date	VP Research and/or Graduate Dean (as applicable)	Date
Stacy Pearson	5-14-10		
Chief Fiscal Officer (Institution)	Date	State Administrator, SDPTE (as applicable)	Date
Mark K. Andrews	5/13/10	Dale E. Brown	6-14-10
Chief Academic Officer (Institution)	Date	Chief Academic Officer, OSBE	Date
Robert Kustra	6/2/10		
President	Date	SBOE/OSBE Approval	Date

Revised 5/4/10
Page 1

Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance.

1. Briefly describe the nature of the request.

   To reduce the minimum number of credits required for a baccalaureate degree from the current 128 credits to 120 credits. Certain majors may continue to require more than 120 credits.

2. Provide a statement of need for a new program or a program modification.

   For the past 45 years, Boise State University has required a minimum of 128 credits to obtain a baccalaureate degree. Although all of the public institutions in Idaho require a minimum of 128 credits for a baccalaureate degree, many institutions around the country require a minimum of 120 credits. We conducted a comparison of the credits required for a degree for institutions in our region and those that fall within the range of our existing and potential peers. The results are listed below. It is clear that the proposed reduction of credits to degree is consistent with many institutions and across the country.

Arizona State University West	120
Brigham Young University	120
California State University Fresno	120
Central Washington University	120
Cleveland State University	120
Cleveland State University	120
Eastern Washington University	120
George Mason University	120
Georgia State University	120
Idaho State University	128
Indiana University Purdue Indianapolis	120
Montana State University	120
Northern Arizona University	120
Oregon State University	120
Portland State University	120
San Francisco State University	120
San Jose State University	120
Texas Tech University	120
University of Alaska Anchorage	120
University of California Davis	120
University of Cincinnati	120
University of Idaho	128
University of Massachusetts Boston	120
University of Memphis	120
University of Missouri Kansas City	120
University of New Orleans	120
University of Northern Colorado	120
University of Northern Iowa	120
University of Oregon	120
University of Texas El Paso	120
University of Texas San Antonio	120
University of Utah	122
University of Washington	120
University of Wisconsin Milwaukee	120
University of Wyoming	120

Utah State University	120
Washington State University	120
Wayne State University	120
Weber State University	120

Nationally, a clear link has been established between the number of credits required for a degree and timely graduation. The eight-credit reduction corresponds to one-half of the load for a full-time semester for a student. Therefore, it is reasonable to estimate that, on average, a student would graduate half a semester earlier under the new 120-credit rule. Graduation rate would increase as well. Although we recognize that students cannot graduate mid semester, it is possible for students to take course during summer session and intersession and complete their degree a full semester early. It is also the case where student can take fewer credits in one or more semester and still graduate in 8 semesters.

The change will result in a significant savings to individual students. The fall 2009 cost of a full-time semester was $2,432. We estimate that on average a baccalaureate student will save about half that amount, ~$1200, during their academic career. Additional savings will be realized by reduced costs for housing, transportation, meals, and books. Finally, students will be able to enter the work force earlier.

The university will save resources as well. Approximately 2,000 students receive baccalaureate degrees each year from Boise State University. Assume that three-quarters of those students will graduate with a degree that will have 120 as the minimum number of credits. An 8-credit reduction in graduation requirements would result in a reduction of 8 credits times 1,500 students = 13,500 student credit hours per year. The average class section size at Boise State is 18 students and the typical class is three credits. Therefore, the reduction in student credit hours per year corresponds to 13,500 student credits divided by 18 students per section divided by 3 credits per class equals 250 fewer class sections that would need to be taught each year. The result would be some combination of fewer resources required to teach courses, less time per faculty member required in the classroom (thereby freeing up time for research), and greater capacity for enrollment of undergraduate students.

This proposal received unanimous support from the Boise State University Faculty Senate.

3. Briefly describe how the institution will ensure the quality of the program (e.g., program review, accreditation, professional societies, licensing boards, etc.).

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D). Our regional accreditation does not specify the minimum number of credits to a degree.

Program Review: Internal program evaluations take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self-study (including outcomes assessments) and a comprehensive review and site visit by external evaluators.

Boise State University will continue to rely on our program review process to ensure that the learning goals for each degree program are met, program quality is not compromised, and that our students have the opportunity for breadth and depth in their academic programs.

4. Identify similar programs offered within the State of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. ***This may not apply to PTE programs if workforce needs within the respective region have been established.***

   At present, all the other public institutions in the state of Idaho require a minimum of 128 credits to complete a baccalaureate degree. Boise State University is the first public institution in Idaho to propose the change to a minimum of 120 credits.

5. Describe how this request is consistent with the State Board of Education's policy or role and mission of the institution.

   The State Board of Education has placed a significant emphasis on college retention and completion rates. The proposed action will help achieve those goals.

6. Describe how this request fits with the institution's vision and/or strategic plan.

   Boise State University's vision as a Metropolitan Research University of Distinction is dependent on our ability to provide the highest quality undergraduate experience for students. The reduction in credits to degree has the potential to streamline programs, contribute to timely graduation, save students' money, save university resources, and enhance the ability of faculty members to engage in research and creative activity.

7. Is the proposed program in your institution's regional 8-year plan? Indicate below.

   Yes ____ No _X__

   If not on your institution's regional 8-year plan, provide a justification for adding the program.

   Not applicable.

8. List potential ways your campus can collaborate with other institutions on this program to reduce cost and expand learning opportunities in Idaho. For example, what courses, if any, can be delivered electronically by another state institution.

   Not applicable

9. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally).

   Boise State University will advertise the changes and will conduct informational sessions for students to alert them to this change. Students will also have the opportunity to complete their program using the catalog they entered under if they so desire.

10. This section requires institutions to reference all cost savings and/or additional resources needed. (Use additional sheets if necessary.):

1. Savings to students.
    a. The fall 2009 cost of a full-time semester was $2,432. We estimate that on average a graduating student would have saved about half that amount, $1200, during their academic career.
    b. By graduating earlier, a student will save costs associated with housing, transportation, meals, and books.
    c. By graduating earlier, a student will be able to enter the workforce earlier.
2. Savings to the University
    a. Approximately 2,000 students receive baccalaureate degrees each year from Boise State University. Assume that three-quarters graduate from programs that will have an 8-credit reduction in graduation requirements. The result would be a reduction of 8 credits times 1,500 students = 13,500 student credit hours per year. The average class section size is 18 students and the typical class is three credits. Therefore, the reduction in student credit hours per year corresponds to 13,500 student credits divided by 18 students per section divided by 3 credits per class equals 250 fewer class sections that would need to be taught each year.
    b. At present, 35% of the credits delivered at Boise State are taught by adjuncts. It can be estimated that 87 of the no-longer-needed 250 courses (250 times 0.35) would have been taught by adjuncts. At $3000 per course, not teaching those courses would yield an annual savings of $262,500. Savings could be used to increase overall teaching capacity and thereby increase access.
    c. If the remaining reduction in class sections taught was used to enable greater investment of time by faculty members in research and creative activity, the remaining 250 minus 87 equals 155 class sections would be equivalent to a reduction of teaching load for each of our ~500 official faculty members of roughly one-third class section per year.

Estimated Fiscal Impact	FY___12_____		FY__13______		FY__14______		Cumulative Total	
	Recurring	Non-Recurring	Recurring	Non-Recurring	Recurring	Non-Recurring	Recurring	Non-Recurring
A. Expenditures								
1. Personnel	($262,500)		($262,500)		($262,500)		($787,500)	
2. Operating								
3. Equipment								
4. Facilities								
Total Expenditures	($262,500)		($262,500)		($262,500)		($787,500)	
B. Source of Funds								
1. Appropriated - Reallocation	($262,500)		($262,500)		($262,500)		($787,500)	
2. Appropriated - New								
3. Federal								
4. Other (Specify)								
Total Expenditures	($262,500)		($262,500)		($262,500)		($787,500)	

Revised 5/4/10
Page 6

SUBJECT

State Longitudinal Data System (SLDS)

REFERENCE

August 21, 2008	State Board of Education approved SLDS Grant Application
May 2, 2009	U.S. Department of Education Awarded SBOE $5.9M SLDS grant, managed through SDE
December 2009	State Board of Education approved P-20 and Workforce SLDS Grant Application
June 16, 2010	SBOE approved its Strategic Plan

BACKGROUND/DISCUSSION

In the SBOE 2011-2015 Strategic Plan, Goal 3: Transparent Accountability, Objective B: Data-driven Decision Making is: Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's education system. The performance measure for this goal is the creation of a P-20 and workforce longitudinal data warehouse with the ability to access timely and relevant data and provide reporting for use by all stakeholders.

In FY2009 the Idaho legislature committed $2.5M and one additional position to the State Department of Education (SDE) to begin developing a K-12 longitudinal data system. In May 2009, SDE also received $5.9M from the U.S. Department of Education to expand these efforts. With the $2.5M, SDE is working to develop a centralized statewide K-12 data collection system with privacy regulation compliance, teacher certification applications, teacher identification and other characteristics.

Under the current $5.9M SLDS grant, SDE has focused on six key K-12 SLDS areas:

- A system to assign and manage a unique Educational ID (EDUID) to identify all individuals involved in the K-12 educational system (i.e., students, teachers, administrators, etc.);
- Development of a K-12 longitudinal data warehouse that consists of two primary components: a normalized data storage model to store person level information and all associated data for each individual, and a dimensional data warehouse to support a reporting engine and associated data analytics;
- K-12 Local Educational Agency (LEA) data collection at state level, which consists of collecting person level data at regular intervals from LEAs via standardized data exchange formats to be imported into the K-12 longitudinal data warehouse;
- Support for LEAs to purchase, contract for, or internally develop any Extract, Transform, Load (ETL) capabilities needed to prepare their data

to be imported into the K-12 longitudinal data system to streamline the data submittal process for LEAs;
- Deployment of the K-12 reporting and analysis system based on the Longitudinal Data Warehouse to examine and analyze educational results and trends over time, to include development of standardized reports to fulfill federal reporting obligations such as EDFacts, and to identify effective teachers, schools, and programs to share best practices; and
- A transcript system to streamline and automate the movement of transcript information from LEAs to postsecondary institutions.

With regard to postsecondary data, each of the State's higher education institutions operates with a separate and distinct data system. The institutions have developed strong separate cultures and identities. Each of the postsecondary institutions collect large amounts of data in their unique systems, but access to that data is not easy and the systems provide little in the way of management information and analytics of student data. In addition to the challenges of obtaining information at the institutional level, Idaho has no statewide system with the capacity and capability to track student-level data over time.

The Idaho-LEADS Advisory Group met on July 20, 2010, to review the State Fiscal Stabilization Fund (SFSF) Federal requirements and how best to integrate the postsecondary data with the K-12 data. This meeting provided Board staff with the information necessary to respond to the Federal Government with regards to SFSF. The Idaho-LEADS Advisory Group also agreed to form a working group of institutional IT data warehouse staff and the Department of Education IT division to determine if the Department of Education's data warehouse can effectively host postsecondary data.

In accepting SFSF, Idaho agreed to education reform assurances. There are four assurances, the second of which states that "The State will establish a longitudinal data system that includes elements described in section 6401(e)(2)(D) of the America COMPETES Act (20 U.S.C. 9871 (e)(2)(D)). *(Improving Collection and Use of Data Assurance).*" The Phase II SFSF application required further commitment to meet the 12 Data System Elements required in the America COMPETES Act (see attachment). The data is to be made available to educators and the public. While states are not required to make progress on the indicators in order to receive the Phase II funds, they are required to ensure that the information on a states' status to meeting the four assurances is made available. If a state cannot provide the data, it is required to submit a plan for ensuring this information will be publicly reported as soon as possible, but no later than September 30, 2011. **As a condition of meeting the 12 Data System Elements, Idaho must have, at a minimum, the ability to access and publish longitudinal data about the state's K-16 educational system.**

On a national level, the Data Quality Campaign (DQC) distributes an annual survey to all 50 states, the District of Columbia and Puerto Rico to assess state progress toward the 10 Essential Elements of a longitudinal data system. **In the 2009-10 DQC survey, Idaho is the only state that falls into the 1-3 category of having the required elements. All other states have four or more of the required elements.**

In December 2009, the Board and SDE submitted a $21M SLDS application to the U.S. Department of Education. In May 2010, Idaho received notice we were not approved for funding (see attachment). This means Idaho will need to develop the system on its own.

One advantage Idaho possesses is its current governance structure. Other states are establishing P-16 Education Councils that would be similar to Idaho's P-20 education governance system. The SDE and the Board must cooperate in development and implementation of a P-20 to workforce system that focuses on accountability for learner outcomes and instructional performance. Idaho needs a P-20 to workforce data system with the capacity to document the achievement of students, K-12 schools, and postsecondary institutions.

IMPACT

There are no identified funds available for creation of a P-20 to workforce longitudinal data system beyond the existing State appropriation and the U.S. Department of Education grant. Suggestions have been made to require contributions from our institutions, or from the diversion of other Board funds, such as the Technology Incentive Grant funds. The financial requirements of a P-20 to workforce longitudinal data system would be derived from the Board's determination of what the system requirements will be.

Idaho is also participating in a four-state longitudinal data project to share workforce data outcomes. This project is coordinated by WICHE and funded by the Gates Foundation.

ATTACHMENTS

Attachment 1 – Summary of America COMPETES Act	Page 5
Attachment 2 – DQC 2009 Idaho Survey Results	Page 7
Attachment 3 – U.S. DOE Peer Review of SLDS Grant Application	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The Board office has hired a data expert to coordinate the postsecondary piece of the longitudinal data system. Finalizing a system will require use of the existing ERP systems at the universities as well as the K-12 system developed by the Department. Idaho may also need to take advantage of the capabilities of the National Student Clearinghouse.

BOARD ACTION

I move to direct staff to do a needs assessment that includes the technical, fiscal and governance requirements for a P-20 and Workforce SLDS.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

America COMPETES Act Public Law 110-69

Section 6401(e)(2)(D) "(D) REQUIRED ELEMENTS OF A STATEWIDE P–16 EDUCATION DATA SYSTEM.—The State shall ensure that the statewide P–16 education data system includes the following elements:

(i) PRESCHOOL THROUGH GRADE 12 EDUCATION AND POSTSECONDARY EDUCATION.—With respect to preschool through grade 12 education and postsecondary education—

> (I) a unique statewide student identifier that does not permit a student to be individually identified by users of the system;
> (II) student-level enrollment, demographic, and program participation information;
> (III) student-level information about the points at which students exit, transfer in, transfer out, drop out, or complete P–16 education programs;
> (IV) the capacity to communicate with higher education data systems; and
> (V) a State data audit system assessing data quality, validity, and reliability.

(ii) PRESCHOOL THROUGH GRADE 12 EDUCATION.— With respect to preschool through grade 12 education—

> (I) yearly test records of individual students with respect to assessments under section 1111(b) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311(b));
> (II) information on students not tested by grade and subject;
> (III) a teacher identifier system with the ability to match teachers to students;
> (IV) student-level transcript information, including information on courses completed and grades earned; and
> (V) student-level college readiness test scores.

(iii) POSTSECONDARY EDUCATION.—With respect to postsecondary education, data that provide—

> (I) information regarding the extent to which students transition successfully from secondary school to postsecondary education, including whether students enroll in remedial coursework; and
> (II) other information determined necessary to address alignment and adequate preparation for success in postsecondary education.

(E) FUNCTIONS OF THE STATEWIDE P–16 EDUCATION DATA SYSTEM.—In implementing the statewide P–16 education data system, the State shall—

(i) identify factors that correlate to students' ability to successfully engage in and complete postsecondary level general education coursework without the need for prior developmental coursework;

(ii) identify factors to increase the percentage of low-income and minority students who are academically prepared to enter and successfully complete postsecondary-level general education coursework; and

(iii) use the data in the system to otherwise inform education policy and practice in order to better align State academic content standards, and curricula, with the demands of postsecondary education, the 21st century workforce, and the Armed Forces.

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DATA QUALITY CAMPAIGN
Using Data To Improve Student Achievement
www.DataQualityCampaign.org

IDAHO

DQC 2009–10 Annual Survey Update and State Progress Report

The Data Quality Campaign (DQC) was launched in 2005 to support state development of longitudinal data systems that provide policymakers and educators with information to help adjust policies and practices to improve student achievement. The DQC has identified 10 Essential Elements of a robust data system (see below) and 10 Actions all states must take to ensure effective use of data (see reverse side).

State Status on the 10 Essential Elements

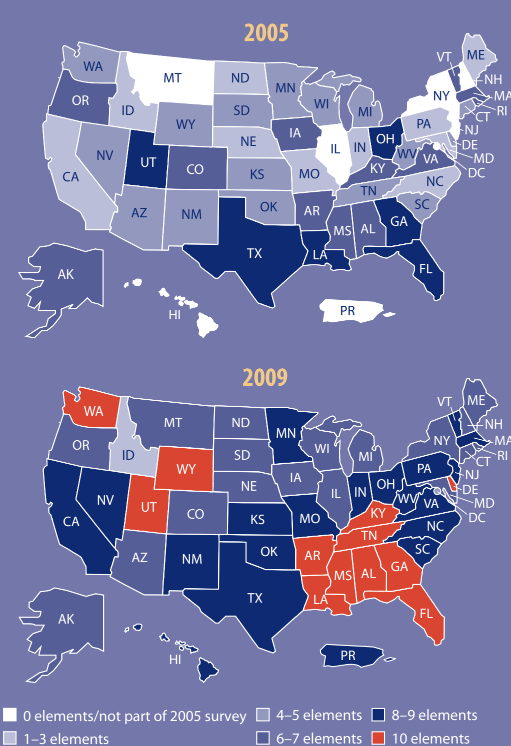
Element		State Status
1.	A unique student identifier	✗
2.	Student-level enrollment, demographic and program participation information	✗
3.	The ability to match individual students' test records from year to year to measure academic growth	✗
4.	Information on untested students	✓
5.	A teacher identifier system with the ability to match teachers to students	✗
6.	Student-level transcript information, including information on courses completed and grades earned	✗
7.	Student-level college readiness test scores	✓
8.	Student-level graduation and dropout data	✗
9.	The ability to match student records between the P–12 and postsecondary systems	✗
10.	A state data audit system assessing data quality, validity and reliability	✓

Key Policy Questions

States that have all 10 Essential Elements have the capacity to answer key policy questions. Based on survey responses, Idaho has the ability to answer the following key policy questions:

- ▷ Which schools produce the strongest academic growth for their students? *(Elements 1, 2, 3, 4)* **NO**
- ▷ Which middle school achievement levels indicate that a student is on track to succeed in rigorous courses in high school? *(Elements 1, 3, 6, 7)* **NO**
- ▷ Does the state have the necessary elements to calculate a longitudinal graduation rate, according to the calculation agreed to in the 2005 National Governors Association compact? *(Elements 1, 2, 8, 10)* **NO**
- ▷ What high school performance indicators (e.g., enrollment in rigorous courses or performance on state tests) are the best predictors of students' success in college or the workplace? *(Elements 1, 3, 6, 7, 8, 9)* **NO**
- ▷ What percentage of high school graduates require remedial education in college? *(Elements 1, 8, 9)* **NO**
- ▷ Which teacher preparation programs produce graduates whose students have the strongest academic growth? *(Elements 1, 3, 4, 5)* **NO**

NATIONAL PROGRESS OVER FOUR YEARS



State Contact
John Romero, *Data Cooridinator* ■ Idaho Department of Education ■ jcromero@sde.idaho.gov

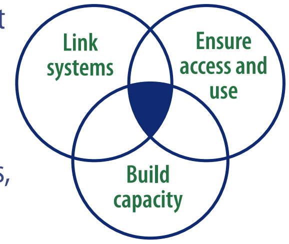
For additional information on your state's results, go to www.DataQualityCampaign.org.

DATA QUALITY CAMPAIGN
Using Data To Improve Student Achievement
www.DataQualityCampaign.org

IDAHO

DQC 2009–10 Annual Survey Results

Creating state longitudinal data systems able to provide answers to key questions about performance is a vital first step. However, states also must have policies and practices in place so that stakeholders can access, understand and be able to use the information for **continuous improvement.** Specifically, states should focus on three overarching imperatives for changing the culture around data use: expand the ability of state data systems to **link** across the P–20/workforce pipeline; **ensure** that data can be accessed, analyzed and used by multiple stakeholders, including educators, parents and researchers; and **build** the capacity of all stakeholders to use longitudinal data.



State Status on 10 Actions to Ensure Effective Data Use

	Action	State Status
	Expand the ability of state data systems to link across P-20/workforce pipeline …	
1.	Link data systems	✗
2.	Create stable, sustained support	✗
3.	Develop governance structures	✗
4.	Build state data repositories	✗
	Ensure that data can be accessed, analyzed and used …	
5.	Implement systems to provide timely access to information	*
6.	Create progress reports with individual student data	✗
7.	Create reports with longitudinal statistics	✗
	Build the capacity of all stake holders to use longitudinal data …	
8.	Develop a research agenda	✗
9.	Promote educator professional development and credentialing	✗
10.	Promote strategies to raise awareness of available data	✗

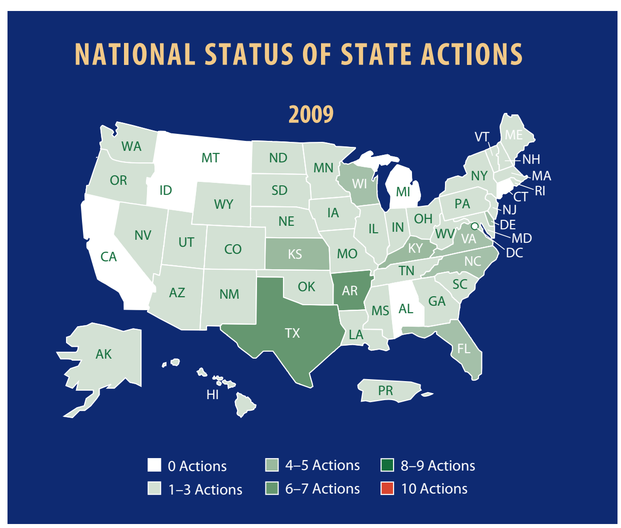
** The DQC is not issuing analysis for Action 5 because the survey instrument failed to collect the adequate information. The DQC will refine its questions and provide this information in next year's analysis. The raw results are available for download on www.DataQualityCampaign.org.*

Reaching the Goal

States need to design P–20/workforce data systems and the policies governing them to ensure that these data systems:

- ▷ Inform policy and practice priorities;
- ▷ Allow interoperability across sectors, agencies and states; and
- ▷ Protect personally identifiable information while allowing appropriate data to be linked to inform better system alignment and/or individual outcomes.

The same political will, energy and resources that coalesced to build robust longitudinal data systems over the past three years must now be harnessed to assist states in putting into place practices and policies that will ensure these rich data are maintained and used to inform decisionmaking across the P–20/workforce spectrum.



For more information about the DQC survey, visit www.DataQualityCampaign.org or contact Bi Vuong at Bi@DataQualityCampaign.org.

UNITED STATES DEPARTMENT OF EDUCATION
INSTITUTE OF EDUCATION SCIENCES

CFDA NUMBER 84.384A

STATEWIDE LONGITUDINAL DATA SYSTEMS GRANTS PROGRAM
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

PEER REVIEW PANEL SUMMARY STATEMENT
(PRIVILEGED COMMUNICATION)

Application Number: R384A100046
Meeting Dates: 2/25/2010–02/26/2010
Project Director: Selena Grace
Institution: Idaho State Board of Education
Project Title: Idaho Longitudinal Education Analysis Data System (Idaho-LEADS)

Overall Score: 4.24
(1=outstanding; 5=poor)

Total Federal Funds Requested: $20,777,090.00
Duration of Support Requested: 3 Years

Review Criteria Rating Scale: 1 (poor) to 7 (excellent)
The panel reviewed the proposal on the basis of the published evaluation criteria and rated it as described below.

Criteria Description	Score
Substantial Need for the Project	4.7
Clear Goals and Appropriate and Measureable Outcomes	3.8
High Quality, Logical, and Feasible Activities and Timeline	2.4
Effective Management and Governance Plan	1.8
Personnel and Financial Resources	2.1

STATEMENT OF REVIEW CRITERIA

Substantial Need for the Project: The application clearly describes the status of the State's longitudinal data system and demonstrates that the system lacks one or more required capabilities and/or several of the essential elements. It provides a convincing case that the project is necessary to accelerate the State's development and implementation of a longitudinal data system. Failure to meet the goals outlined for the project would seriously threaten or impede significant State progress toward establishment and use of an effective, statewide, longitudinal data system.

Clear Goals and Appropriate and Measurable Outcomes: The goals of the project are clearly articulated and demonstrate a commitment to creating a robust system that includes the seven required capabilities and 12 required elements, and supports transparency, accountability and improvement. Proposed outcomes relate directly and logically to the stated needs with respect to both data system requirements and implementation. The application clearly describes measurable or observable outcomes that will be accomplished by the end of the grant. These outcomes will represent completion or substantial progress toward completion of the requirements described in *section IV* of the Request for Applications, as well as appropriate attention to promoting effective use of the system. If the required system capabilities and elements cannot be accomplished during the grant, the application provides a compelling explanation and indicates when each of those capabilities and elements will be accomplished.

High Quality, Logical, and Feasible Activities and Timeline: The project activities are reasonable and well designed to achieve project goals. Proposed collaborations will promote efficiency. The timeline clearly describes work that logically will lead to accomplishment of the proposed outcomes. The work appears feasible in terms of the State's current status as described in RFA *section X. 6 (a) Need for the Project,* and the time and resources available for the project.

Effective Management and Governance Plan: The management plan for the project demonstrates that there will be sufficient administrative oversight and controls to enable the work to proceed on time, as planned, and within budget. The governance plan describes an active partnership between K-12 and higher education agencies and with other agencies and institutions responsible for data included in the statewide data system, as well as the involvement of appropriate parties to promote use of the system to support reform and accountability. In particular, the plans describe any new staffing required to provide useful data back to school districts, schools, and teachers.

Personnel and Financial Resources: The project personnel have the qualifications and time commitment needed to implement the project within the proposed project period. If personnel will be hired or contracted for the project, the qualifications and duties of these new hires or contractors are clearly described. The proposed budget and budget justification are reasonable in terms of the activities to be carried out and commensurate with the proposed outcomes and goals of the project.

REVIEWER A:

Overall Description of this Application

Idaho proposes a sweeping set of objectives for improving the nature and utility of its statewide longitudinal data system (SLDS). The proposed project would establish new systems of data governance; integrate data from disparate sources into a data warehouse; provide tools for data usage for local decisionmaking, curricular development, etc. by stakeholders; and begin plans for a multi-State data exchange. This is a very ambitious project with laudable goals. However, the application is short on detail as to how these goals will be accomplished, and some of the objectives may not be feasible with existing resources and timetables.

Critique of this Application by Review Criteria

Substantial Need for the Project:

Major Strengths: Idaho is currently far behind the curve in terms of its longitudinal data capacities; according to the application, only one required capability was in place in 2009. Even following the existing, funded SLDS grant, Idaho would have just a few required elements complete.

Major Weaknesses: Given the nature of where Idaho currently stands with regard to its longitudinal data system, an ideal needs analysis would provide a clearer view of how the data system would meet or fail to meet the stated needs following completion of the initial SLDS grant, which are rather generic in the application. There is no question that Idaho is a high-needs State, but the specific needs are not as well articulated in the application as would be desirable.

Clear Goals and Appropriate and Measurable Outcomes:

Major Strengths: The State proposes nine outcomes of this project, including alignment of P–12 with postsecondary and professional/technical data resources, development of Web resources to facilitate data sharing and deployment, establishing curriculum development and educator data utilization programs, and piloting data sharing across northwest States. This is a very ambitious plan for this project.

Major Weaknesses: These are laudable goals, and the outcomes are certainly measurable but, given the current state of the data in Idaho, a satisfactory application would provide considerable detail on intermediate outcomes and plans for approaching these goals.

High Quality, Logical, and Feasible Activities and Timeline:

Major Strengths: The proposed activities are largely of high quality.

Major Weaknesses: This is a massive set of potential outcomes, and the application provides only very limited discussion as to how these goals would be accomplished. The timeline lacks specificity in key areas; see, for instance, Outcome 3 where there seems to be no intermediate products in the design, development, and implementation of data warehouses. In addition to the various technical and infrastructural challenges, Idaho plans to facilitate the development of curricula as well as to develop training programs for effective educator use of longitudinal data. Large segments of responsibility are to be contracted out, but the application appears to be silent on key elements of these activities. This is an undertaking that requires more fleshing out before one can be confident of its likelihood for success.

Effective Management and Governance Plan:

The management and governance plans are not developed. The application refers to treating objectives as projects and following project management guidelines. There are no formal management, oversight, or stakeholder feedback structures proposed in the application.

Personnel and Financial Resources:

Major Strengths: Several existing staff members have sizable chunks of their time allocated to this effort.

Major Weaknesses: Given the complexity of this project and the current state of Idaho's longitudinal data system, one would ideally see a larger commitment of existing staff expertise to this project. The budget is very large for this project, and multimillion-dollar elements lack justification as to how they were developed. It is not evident that the project could be sustained following the end of the grant period.

Summary of Application Critique

Idaho is clearly in need of improvement in its SLDS. However, the present application, while offering laudable goals, does not offer specifics about how these objectives would be carried out. It may be that the State should continue to develop its capabilities under its existing SLDS grant and submit a more modest application in future rounds.

REVIEWER B:

Overall Description of this Application

Idaho is asking for $20.8 million to basically build its data system because the one it currently have, even with round 3 funding from the Institute of Education Sciences, is the least developed of all of the SLDSs. According to the Data Quality Campaign (DQC), Idaho lacks 7 of the 10 essential elements, although the application's numbers differ. The application outlines 9 outcomes that are purportedly aligned with the 7 capabilities and 12 elements. The outcomes are intended to expand its current system's capabilities.

Critique of this Application by Review Criteria

Substantial Need for the Project:

Major Strengths: There is no question that Idaho has substantial needs with respect to its SLDS. It is the lowest ranked State, according to the latest DQC survey, having only 3 of the 10 essential elements. It is missing a unique student identifier, student-level enrollment data, graduation/dropout rate, student testing data, teacher-student links, course completion data, and the linking of P–12 to higher education. It received a round 3 SLDS grant and is now asking for $20.8 million, and it needs it. Idaho is the only State with fewer than four essential elements, and it has a long way to go to attain the level of maturity of the other States.

According to the application's abstract, Idaho is "in the process of building a K-12 dimensional data warehouse," and the outcomes of the work will expand the current K–12 SLDS. To point out the obvious, Idaho's capacity and its current state is so low, and the need so great, that funding has to enhance the existing status. There is a discrepancy between the application and the DQC survey. The application states that Idaho has only 1 of the 10 elements, not 3 as the survey indicates. Regardless, and as stated in the application, Idaho is only in the earliest stages of system development. Thus, there can be no question of need. That said, the RFA specifies that the monies should supplement and not supplant. For Idaho, there is so much work to be done that the boundaries between supplant and supplement may be blurred. This work should be about enhancing, not building, the system. Idaho needs help or its SLDS will fail to begin to approach the attainment of the 7/12.

Major Weaknesses: In terms of the status chart, it is clear that much work needs to be done to come up to speed. All components are recognized as under development, so there is need, but the question remains as to whether the objectives can be accomplished within the parameters of the application. Idaho has not been able to accomplish some of the simple elements. There needs to be some assurance that it can deliver what is being proposed here. The status chart is not as informative as it could be to the application in that it fails to address the components, omits essential information, and is not well conceptualized. This should be the meat of the application—the graphic that shows not only need but the roadmap to how the needs will be attained. It does not convey that information.

Clear Goals and Appropriate and Measurable Outcomes:

Major Strengths: For outcome 6, the establishment of the learning management system to support formative assessments and curriculum development is a wonderful idea. It is something that is sorely needed. Outcome 7 states that it will create a comprehensive training program for data use. Again, this is an excellent goal.

Major Weaknesses: The application outlines nine proposed outcomes that are "tied closely" to the required capabilities and elements. Being tied closely may not be good enough. For a system that lacks in current capabilities, the applicants would have been better served through a direct alignment to the capabilities and elements. There needs to be explicit links. For example, the application states that it will "establish a K-12 Learning Management System to support formative assessments and curriculum management." This is a worthwhile objective, but it needs to specify how and where it aligns to the capabilities and elements. There should be a much closer one-to-one correspondence.

The application states that it will move from anecdotal to fact-based decisionmaking, which is also a lofty goal, but the applicants need to specify how this will happen. The application includes a correspondence table between the 7/12 and their 9 proposed outcomes, but there are no apparent specifics or explanations. The applicants leave it all to the readers to make the logical connections rather than providing explanations.

In describing the State Fiscal Stabilization Fund assurances, the application speaks in broad generalizations with nothing to substantiate its claims. The application describes its nine outcomes, and the reader is left wondering why some things have not already been accomplished. For example, the application needs to explain why a governance structure has not already been established when conceptualizing this application, and why early childhood is not in the governance model. The application needs to describe why the Idaho Longitudinal Education Analysis Data System Advisory Group is responsible for the delineation of data elements instead of key tasks.

For outcome 3, the application states that it will design, develop, and implement a P–20 data warehouse. The RFA is about enhancing, not building. The investigators talk about the construction of data warehouses. They need to explain why multiple data warehouses are being built. Some parts of the application would benefit from further conceptualization. For outcome 6, the establishment of the learning management system to support formative assessments and curriculum development is a wonderful goal, but it is unclear how it fits into the system. The applicants need to be mindful of the validity of the assessments and how they are to be used. For example, the evaluation of teacher performance is not the purpose for which the tests were designed. This becomes a fundamental validity issue. They need to describe how an SLDS will contain such formative data across all districts and whether it will be a repository for the local education agencies.

Outcome 7 states that it will create a comprehensive training program for data use. Again, this is an excellent goal, but such programs exist. The applicants need to explain if they will develop it rather than going to someone who has already thought through these issues. Further, they need to explain the development of such a training program within the scope of the work. Much of the Outcomes section reads like text has been pasted into the application from somewhere else. The outcomes need to be better communicated and further defined, explained, and rationalized. The applicants need to make these outcomes completely aligned to the 7/12.

High Quality, Logical, and Feasible Activities and Timeline:

Major Strengths: Outcome 7 in the timeline seems almost reasonable.

Major Weaknesses: There is a concern that, because Idaho is less developed than other States, it may not be able to carry out the proposed work as outlined. Under outcome 4, the applicants need to describe what "application rewrite" means. Under outcome 6, they need to explain why these tasks begin so early and how they follow from other work that needs to be accomplished first. Under outcome 9, some of the activities seem prolonged.

Effective Management and Governance Plan:

Major Strengths: The right agencies seem to be in place and aligned for the project.

Major Weaknesses: The Management Plan contains only what appears to be boilerplate information, and nothing seems to be customized to the specific needs of the proposed project. The Management Plan speaks of memorandums of understanding, but this should have been undertaken before the application.

Personnel and Financial Resources:

Major Strengths: The inclusion of data coaches is a good provision for the proposed work. There is representation of staff from participating agencies, and a project manager has been identified.

Major Weaknesses: The proposed work includes a significant number of staff from different agencies, but it is unclear whether these people are strong enough and have enough time to carry out the work.

Summary of Application Critique

This is a difficult application because, on the one hand, the need is great because Idaho has the least developed of all the SLDSs but, on the other hand, the application falls short in many ways. The obvious need is outstanding, but the way the application is written does not convey that need in a convincing, understandable, and attainable manner. The numeric rating for Need reflects that dilemma. There is no State that needs help more than Idaho. The funding should go where the need is but also to an attainable application. This application unfortunately falls short on all of the major review criteria. Idaho could benefit from examining the successful models of several States and hiring a professional grant writer and some technical experts who could better inform the development of a better-conceived application to fund the work that the State so desperately needs.

SUMMARY OF PANEL DISCUSSION:

At the panel session, the primary reviewers presented their individual critiques of the application. The panel listened to the primary reviewers' discussion of the strengths and weaknesses of the applicant's project design and management plan and to their evaluation of the need for the project, proposed project objectives, institutional support, and personnel and resources as presented by the applicant. After hearing the primary reviewers' perspectives, the panel asked clarification questions and generally agreed with the strengths and weaknesses as presented in the primary reviewers' critiques.

Abstract

Idaho plans to expand its current K-12 SLDS efforts by creating a data system that spans the P-20 and workforce pipeline through the establishment of the Idaho Longitudinal Education Analysis Data System (Idaho–LEADS). Idaho began streamlining its K-12 reporting requirements by evaluating the current data management infrastructure. This evaluation resulted in the creation of a unique student identifier and the consolidation of agency data collection and management through an enterprise portal and directory system. We are currently in the process of building a K-12 dimensional data warehouse and working diligently to provide stakeholders (i.e., students, parents, teachers, school and district leaders, state officials) with the ability to analyze, aggregate, and utilize relevant student-level information to identify trends and share best practices.

The State Board of Education (SBOE) is the SEA for Idaho's P-20 public education system. As the policy-making body for all public education in Idaho, the SBOE has the capacity to broadly impact the entire educational pipeline. The SBOE will coordinate efforts to meet the requirements and proposed outcomes for this grant. Idaho intends to participate in a pilot cross-state effort to establish a data exchange sharing K-12 and postsecondary education and workforce data. Other states to be included are Washington, Oregon, and Hawaii, and this coordination will be managed through the Western Interstate Commission for Higher Education (WICHE). Idaho has also collaborated with the state of Oregon on the development of a data utilization training program.

To implement Idaho–LEADS, our proposal includes nine outcomes aligned with the required seven capabilities and twelve elements. These outcomes will expand our current K-12 SLDS efforts, known as the Idaho Systems for Educational Excellence (ISEE), to include a P-20 and workforce data system:

1. Establish policies and governance structure to support P-20 and workforce data system
2. Integrate current statewide Education ID application into the public postsecondary systems
3. Develop postsecondary data warehouses, a centralized P-20 and workforce data warehouse and an associated reporting and analysis system based on the P-20 and workforce data warehouse
4. Align the Division of Professional-Technical Education's 10 System with State Department of Education's (SDE) application rewrite
5. Deploy web services to facilitate the exchange of data across agencies and states
6. Establish a K-12 Learning Management System to support formative assessments and curriculum management
7. Create a statewide K-12 data utilization training program (teaching teachers and administrators how to use data to set measurable goals and then track progress)
8. Create web widgets and tools to provide targeted, appropriate information to stakeholders
9. Develop pilot multi-state data exchange

SUBJECT

Higher Education Research Council Appointments

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W. 4, Higher Education Research Council Policy

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State. HERC's annual budget has averaged approximately $1.4 million over the past ten years.

On June 17, 2010, the Board approved amendments to Board Policy III.W. Higher Education Research, which consisted of changes to the composition of HERC. Amendments were made to clarify and strengthen the role of HERC and included the following representation:

- the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College;
- a representative of the Idaho National Laboratory (INL);
- four non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics; and
- two ex-officio members consisting of the Chief Academic officer of the Board and a representative of the Idaho Department of Commerce.

The terms for one of the non-institutional representative positions, in March 2010 the position currently held by Ms. Layne Simmons expired and the now designated INL representative position, currently held by Dr. Harold Blackman expired. Both members agreed to continue their service on HERC until the amendments to HERC's policy were approved. Approval of the amendments to policy also provided a new vacancy under the new structure.

Dr. Blackman has expressed interest in continuing his service on HERC and Ms. Simmons is unable to continue at this time, which leaves an additional vacancy on HERC. The Board office obtained nominations and included biographical summaries of the individuals who expressed interest in serving for the Board's consideration.

Per Board Policy III.W., the State Board of Education appoints the four non-institutional representatives.

ATTACHMENTS

Attachment 1 – Qualification Summary Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Nominations were solicited from campuses and Board staff. Staff believes these nominees will be assets to the committee.

BOARD ACTION

I move to appoint Michael J. Scott, Harold Blackman, and Haven Baker to the Higher Education Research Council respectively for three-year terms, effective August 2010 through August 2013.

Moved by___________ Seconded by___________ Carried Yes_____ No_____

Michael J. Scott

Mr. Michael Scott is a 34 year veteran of Naval Service where he specialized in Special Operations and Explosive Ordnance Disposal (EOD). Mr. Scott's last 11 years of service were accomplished at the Naval Special Warfare Development Group (NSWDG) where he led a 40 person Research, Development, Test and Evaluation (RDTE) team comprised of US Navy SEALs, EOD technicians, Ph.D. Scientists, and Intelligence Specialists. His team was responsible for the development and combat fielding of special tools, techniques and procedures for special missions conducted by US Navy SEALs, EOD technicians and other Special Operations Forces (SOF). In this capacity, Mr. Scott worked closely with several advanced research and development organizations including the Defense Advanced Research Project Agency (DARPA), Los Alamos National Laboratory, Lawrence Livermore National Laboratory, Oak Ridge National Laboratory, Idaho National Laboratory, Johns Hopkins University Applied Physics Laboratory, Massachusetts Institute of Technology, University of Washington and many others. His tour at NSWDG also included an 18 month assignment to the US Intelligence Community as the Special Operations Command representative for a strategic program. The balance of Mr. Scott's naval career included tours in Asia, the Pacific, the Atlantic, the Mediterranean, the Middle East, Europe, and the United States where he served in various capacities including Command of several units and teams. Mr. Scott also deployed for Operations Earnest Will and Iraqi Freedom.

The Defense Meritorious Service Medal is among Mr. Scott's military decorations and he has earned numerous military qualifications including Master Explosive Ordnance Disposal Officer, Surface Warfare Officer, Navy EOD Diving Officer, Surface and Underwater Explosive Demolitions Supervisor, Military Freefall Parachutist and Military Freefall Jumpmaster.

Mr. Scott currently holds positions as the Director of National Security and Special Programs Division with Premier Technology, Inc. of Blackfoot, ID and as the Director of the National Preparedness and Response Center at Oklahoma State University Multispectral Laboratory, Ponca City, OK.

Mr. Scott continues his involvement in Research and Development activities at Premier Technology, Inc. through various projects with DARPA, Stanford Research Institute, Idaho National Laboratory, Los Alamos National Laboratory and Oklahoma State University Multispectral Laboratory. Mr. Scott is actively pursuing collaborative research relationships with Idaho State University and Boise State University for upcoming national defense projects at Premier Technology, Inc. Mr. Scott serves on the Idaho Technology Council Research and Development Committee.

Mr. Scott holds a BS in Liberal Studies from Excelsior College of New York and proudly claims Pocatello, Idaho as his newly adopted home.

Haven Baker

Haven Baker is the Director of New Market Initiatives at the JR Simplot Company. He grew up on a farm in Moses Lake, Washington and has family roots in Idaho. Haven works on identifying and commercializing new technologies and opportunities across the agricultural space. He has significant experience in the biotechnology industry, including working with several start-ups and managing a proteomics research lab at the Barnett Institute in Boston. Prior to joining Simplot, he worked as an investment professional at Clarium Capital, a multibillion dollar global-macro hedge fund in New York. Haven has a BS from Yale, a PhD in chemistry from Northeastern University, and received an MBA with distinction from Harvard Business School. At Harvard, Haven worked for Professor Clayton Christianson on the Social Innovation Fund.

Harold Blackman

Dr. Blackman is the Director of the Center for Advanced Energy Studies, a collaborative research center among University of Idaho, Boise State University, Idaho State University, and Idaho National Laboratory. CAES is focused on research and development in energy. Major initiative areas currently encompass nuclear science and engineering, materials science, bioenergy, carbon management, and energy policy.

Dr. Blackman has over twenty years of experience in research management and in human factors research and development. He is an internationally recognized expert in human reliability analysis. He has published extensively in human reliability analysis, human performance, and cognitive psychology. He co-developed and routinely presents the training course in human reliability analysis for the US Nuclear Regulatory Commission. He has co-authored two books, one on human reliability and the other on display design.

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT
Second Reading, Board Policy III.Y., Advanced Opportunities

REFERENCE
June 2010	Board approved first reading of changes to Board Policy III.Y., Advanced Opportunities

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section III.Y., Advanced Opportunities; Idaho Code 33-2211.Powers of State Board for Professional-Technical Education; Idaho Administrative code, IDAPA 55.01.01, The Division of Professional-Technical Education – Rules Governing Administration

BACKGROUND/DISCUSSION
The current definition of and references to Tech Prep in Board Policy III.Y Advanced Opportunities need to be updated to reflect the changes that resulted from changes to the federal Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV). Six regional Advanced Learning Partnerships (ALP) were formed to further efforts of the six Tech Prep consortia funded under the previous Perkins legislation. Program articulation agreements developed by the Tech Prep Consortia used the “2 + 2” framework of two years of high school combined with two years of postsecondary technical education. The ALP uses course-to-course articulation as the tech prep organizational structure to link secondary and postsecondary Professional-Technical programs through articulation agreements. Tech prep articulation agreements align secondary and postsecondary courses in order to provide a seamless, non-duplicative transition from high school to postsecondary Professional-Technical Education programs. Tech prep articulation agreements also provide students with an opportunity to earn college credit toward a technical certificate or an associate’s degree.

IMPACT
There have been no changes between the first and second readings. There is no fiscal impact. Approval will bring Board policy in alignment with the Carl D. Perkins Act of 2006.

ATTACHMENTS
Attachment 1 – Requested Amendments to Board Policy
III.Y, Advanced Opportunities Page 3

STAFF COMMENTS AND RECOMMENDATIONS
Board staff, the Council of Academic Affairs and Programs (CAAP), and the Instruction, Research and Student Affairs Committee (IRSA) recommends

approval of policy amendments to Section III.Y., Advanced Opportunities and the Idaho Standards for Advanced Opportunities Programs as submitted.

BOARD ACTION

I move to approve the request by the Division of Professional-Technical Education to amend the Idaho State Board of Education Governing Policies & Procedures, Section III.Y., Advanced Opportunities as shown in Attachment 1.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

1. Coverage

   Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho are covered by these policies. Post-secondary programs intended for transfer come under the purview of the Board.

2. Purpose

   The State Board of Education has made a commitment to improve the educational opportunities to Idaho citizens by creating a seamless system. To this end, the Board has instructed its postsecondary institutions to provide educational programs and training to their respective service regions, support and enhance regional and statewide economic development, and to collaborate with the public elementary and secondary schools. In addition to the Board's desire to prepare secondary graduates for postsecondary programs, the Board is also addressing advanced opportunities programs for qualified secondary students. These programs have the potential for reducing the overall costs of secondary and postsecondary programs to the students and institutions.

   The primary intent of the Board is to develop a policy for advanced opportunities programs for secondary students, which would:

   a. Enhance their postsecondary goals;
   b. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
   c. Reduce the overall cost of educational services and training.

3. Definitions

   There are various advanced opportunities programs students may access to receive post-secondary credit for education completed while enrolled in the secondary system. Examples include Advanced Placement® (AP), dual credit courses that are taken either in the high school or on the college campus, Tech Prep, and International Baccalaureate programs. For the purpose of this policy the State Board of Education recognizes four different types of advanced opportunities programs depending upon the delivery site and faculty. They are: Advanced Placement®, dual credit, Tech Prep, and the International Baccalaureate program.

   a. Advanced Placement® (AP)

      The Advanced Placement® Program is administered by the College Board. AP students may take one or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students may earn college credit by scoring well on the national exams. It is up to the discretion of the individual colleges to accept the scores from the AP exams to award college credit or advanced standing.

b. Dual Credit

Dual credit allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus.

c. Tech Prep

Professional-technical education programs are delivered through comprehensive high schools, professional-technical schools, and technical colleges. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a technical college. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate or an associate of applied science degree.

d. International Baccalaureate (IB)

Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

4. Idaho Programs Standards for Advanced Opportunities Programs

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards, which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate.

a. Dual Credit Standards for Students Enrolled in Courses Taught at the High School

Curriculum

Curriculum 1 (C1**)**	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course
Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution

Faculty

Faculty 1 (F1)	Instructors teaching college or university courses through dual credit meet the academic requirements for faculty and instructors teaching in postsecondary or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and dual credit administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction, through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit administration. This interaction addresses issues such as course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty is evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

Students

Students 1 (S1)	High school students enrolled in courses administered through a dual credit are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring post-secondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about dual credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a dual credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a dual credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board Policy.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). Students are awarded academic credit if they successfully complete all of the course requirements.

Assessment

Assessment 1 (A1)	Dual credit students are held to the same course content standards and standards of achievement as those expected of students in postsecondary courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.

Assessment 3 (A3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and State Board to include at least the following: course evaluations by dual credit students, follow-up of the dual credit graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and State Board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is reviewed annually by the Council on Academic Affairs and Programs (CAAP) at their April meeting to ensure the rate is comparable among institutions within the state and in comparison to adjacent states.
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

b. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non-matriculating student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.

E.	In compliance with Idaho Code 33-5104, prior to enrolling, the student and the student's parent/guardian must sign and submit a counseling form, provided by the school district that outlines the provisions of the section of this Code. The counseling form includes written permission from the student's parent/guardian, and principal or counselor.
F.	Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met: In compliance with Idaho Code 33-202, the student has reached the minimum age of 16 years or has successfully completed at least one-half of the high school graduation requirements as certified by the high school. Submission of the appropriate institutional application material for admission. Written notification of acceptance to the institution will be provided to the student after he or she submits the appropriate application If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course. Those high school students meeting the above requirements will be permitted to enroll on a part-time basis or full-time basis as defined in Board policy.
G.	Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration. Students enrolled in a public school may seek admission to enroll by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.

c. Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. These college level courses are academically rigorous and conclude with the optional comprehensive AP exam in May. Students taking AP courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive AP exam. The AP Examination is a national assessment, based on the AP curriculum, given in each subject area on a specified day at a specified time, as outlined by the College Board. Students and parents are responsible for researching the AP policy of the postsecondary institution the student may wish to attend. College/university credit is based on the successful completion of the AP exam, and dependent upon institutional AP credit acceptance policy.

Curriculum

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and award credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

Faculty

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.

Students/Parents

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

Assessment

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2 (AE2)	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of educational setting.

d. Tech Prep Standards

Professional-Technical Education programs in Idaho are delivered through comprehensive high schools, professional-technical schools, and the technical college system. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a postsecondary institution. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate, an associate of applied science degree, or towards a baccalaureate degree.

Curriculum

Curriculum 1 (C1)	A Tech Prep course must have an approved articulation agreement with a postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies and agree to the level of proficiency.

Faculty

Faculty 1 (F1)	Secondary and postsecondary educators must hold appropriate certification in the program area for which articulated credit is to be awarded.

Students/Parents

Students 1 (S1)	Tech Prep students are high school students.
Students 2 (S2)	At the completion of the Tech Prep course the instructor will recommend students eligible for college credit based on their performance. To be eligible for college credit students must receive a grade of B or complete a minimum of 80% of the competencies in the course.

Assessment

Assessment 1 (A1)	The students are assessed for high school and postsecondary credit according to the requirements of the articulation agreement.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The technical college in each region administers the Advanced Learning Partnership (ALP). The school districts in each region are members of the ALP. The Tech Prep program is administered through the six Advanced Learning Partnerships and each of the technical colleges serves as the fiscal agent. The ALP Advisory Committee meets at least twice per school year.
Admin & Evaluation 2 (AE2)	Each articulation agreement must be reviewed annually.

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