

**STATE BOARD OF EDUCATION MEETING
August 15-16, 2012
Idaho State University
Pond Student Union Building
Salmon River Suite
1065 South Cesar Chavez Avenue
Pocatello, Idaho**



Wednesday, August 15, 2012, 1:00 p.m., Idaho State University, Pocatello, Idaho

BOARDWORK

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

WORK SESSION

PPGA

- A. Medical Education Future Direction
- B. Degree Completion Economic Ties

IRSA

- C. Institution Five Year Plans

EXECUTIVE SESSION (Closed to the Public)

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

Idaho Division of Vocational Rehabilitation

1. I move to go into Executive Session pursuant to Idaho Code §67-2345(1)(f) – “to communicate with legal counsel ... to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.”

University of Idaho

2. I move to go into Executive Session pursuant to Idaho Code §67-2345(1)(d) and (e) – “To consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code; ...and to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

BUSINESS AFFAIRS & HUMAN RESOURCES (open session)

Section I – Human Resources

2. Idaho Division of Vocational Rehabilitation – Settlement Agreement (*may be moved from Thursday*)

Thursday, August 16, 2012, 8:30 a.m., Idaho State University, Pocatello, Idaho

OPEN FORUM

CONSENT AGENDA

PPGA

1. Idaho Division of Vocational Rehabilitation – Advisory Council Appointments
2. Item pulled prior to posting Agenda

IRSA

3. EPSCoR Appointment

SDE

4. 2010-2011 Accreditation Summary Report of Idaho Schools
5. Adoption of Curricular and Related Instructional Materials as Recommended by the Curricular Materials Selection Committee
6. Appointment to the Professional Standards Commission

AUDIT

7. University of Idaho – Foundation Agreement
8. Lewis-Clark State College – Foundation Agreement

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Idaho State University Annual Report
2. Presidents' Council Report
3. Idaho Public Television – Annual Report
4. Proposed Rule – IDAPA 08.01.10 – Work Study Program
5. Proposed Rule – IDAPA 08.01.11 – Proprietary Schools
6. Proposed Rule – IDAPA 08.01.14 – Rural Physician Incentive Fund
7. Proposed Rule – IDAPA 08.02.02 – Rules Governing Uniformity (Alternate Route to Certification)
8. Proposed Rule – IDAPA 08.02.04 and 08.03.01 – Charter Schools
9. Proposed Rule – IDAPA 47.01.01 – Division of Vocational Rehabilitation
10. President Approved Alcohol Permits
11. Students Come First

DEPARTMENT OF EDUCATION

1. Superintendent's Update
2. Proposed Rule – IDAPA 08.02.02.004 – Rules Governing Uniformity, Incorporation by Reference
3. Proposed Rule – IDAPA 08.02.02.016 - .029 – Rules Governing Uniformity, Certification
4. Proposed Rule – IDAPA 08.02.120 - .121– Rules Governing Uniformity, Educator Evaluations
5. Proposed Rule – IDAPA 08.02.03.004 – Rules Governing Thoroughness – Documents Incorporated by Reference
6. Proposed Rule – IDAPA 08.02.03.008 – Rules Governing Thoroughness – Definitions H-S.
7. ESEA Flexibility Waiver

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Deferred Compensation Plan
2. Idaho Division of Vocational Rehabilitation – Settlement Agreement (*may be considered on Wednesday following Executive Session*)
3. Idaho State University – Head Men's Basketball Coach
4. University of Idaho – Contract for Employee Benefits
5. Lewis-Clark State College – Convert Student Affairs Position
6. Eastern Idaho Technical College – Short Term Merit Increase – Executive Director of the Foundation

Section II – Finance

1. Funding Equity
2. Performance Based Funding Initiative n
3. FY 2014 Line Items
4. FY 2014 Capital Budget Requests
5. Intercollegiate Athletic Reports – NCAA APR Scores
6. Amendment to Board Policy – Section V.B. Occupancy Costs – 1st Reading –
7. Amendment to Board Policy – Section V.X. Intercollegiate Athletics – 2nd Reading
8. Boise State University – Clearwire Lease
9. Boise State University – Math/Geoscience Remodel Project

10. Boise State University – Lincoln Recreation Field Project
11. Boise State University – Dona Larsen Park Project
12. Boise State University – Yanke Family Research Park Purchase
13. University of Idaho – Kibbie Dome Enhancement Project Loan Modification
14. University of Idaho – Hatley Way Sidewalk Dedication to City of Moscow
15. University of Idaho – Niccols Building Renovation – Plan/Design Phase
16. University of Idaho – Student Union Building Floor Renovation – Plan/Design Phase

AUDIT

1. Boise State University/Bronco Athletics Association Agreement
2. Amendment to Board Policy – Section V.Y. Compliance Programs 1st Reading

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Boise State University – Approval of Full Proposal – Executive Master of Business Operational Excellence
2. Postsecondary Data Reporting Change to State Census Date
3. EPSCoR Annual Report
4. Quarterly Report: Programs and Changes Approved by Executive Director

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

1. Agenda Approval

Changes or additions to the agenda

BOARD ACTION

I move to approve the agenda as submitted.

2. Minutes Approval

BOARD ACTION

I move to approve the minutes from the June 20-21, 2012 Regular Board Meeting as submitted.

3. Rolling Calendar

BOARD ACTION

I move to set August 14-15, 2013 as the date and the Idaho State University as the location for the August 2013 regularly scheduled Board meeting.



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION
June 20-21, 2012
Eastern Idaho Technical College
Health Care Education Building, Room 6163/6164
1600 South 25th East
Idaho Falls, Idaho**

A regularly scheduled meeting of the State Board of Education was held June 20-21, 2012 at the Eastern Idaho Technical College in Idaho Falls, Idaho.

Present:

Ken Edmunds, President Milford Terrell arrived at 1:25 p.m.
Don Soltman, Vice President Bill Goesling
Emma Atchley, Secretary Richard Westerberg
Tom Luna, State Superintendent arrived at 1:27 p.m.

Absent:

Rod Lewis; Board member Lewis joined the meeting on Thursday at 8:27 a.m.

Wednesday, June 20, 2012

The Board met in the Health Care Education Building at the Eastern Idaho Technical College in Idaho Falls, Idaho. Board President Ken Edmunds called the meeting to order at 1:00 pm.

BOARDWORK

1. Agenda Review

BOARD ACTION

M/S (Soltman/Westerberg): To approve the agenda as submitted. The motion carried unanimously.

Unanimous consent was requested to move BAHF agenda item 10 related to the Idaho State University (ISU) Bond Refinancing to just before lunch on Thursday, June 21,

2012. There were no objections to this request.

2. Minutes Review

BOARD ACTION

M/S (Soltman/Goesling): To approve the minutes from the April 18-19, 2012 Regular Board meeting and the May 16-17, 2012 Board Retreat, as submitted. The motion carried unanimously.

3. Rolling Calendar

BOARD ACTION

M/S (Soltman/Atchley): To set May 15-16, 2013 as the date and Boise, Idaho as the location for the 2013 Board Retreat and to set June 19-20, 2013 as the date and the College of Southern Idaho as the location for the June 2013 regularly scheduled Board meeting. The motion carried unanimously.

Dr. Goesling brought up moving the May meeting back because of conflicts with attending graduations. Ms. Bent responded that because of the fiscal year payroll deadlines, it would not work with the payroll schedule. They decided to keep the schedule as stated.

Prior to the work session, Board President Edmunds introduced Representative Jeff Thompson as a visitor today and thanked him for taking the time to attend the meeting.

WORK SESSION

BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)

1. Zero-base Budgeting (ZBB) – David Hahn, DFM and Roger Brown, Governor’s Office

Mr. Freeman introduced David Hahn and Richard Budzich from the Division of Financial Management (DFM) for their presentation on zero-base budgeting. Mr. Freeman indicated there were materials handed out to the Board members for this presentation and work session.

Mr. Hahn thanked the Board for the opportunity to present material on zero-base budgeting and how it applies to the higher education system. He indicated his goal is to make this a collaborative and meaningful discussion and that the materials passed out previously contain the scope and purpose of the Governor’s zero based budgeting initiative for colleges and universities. He said the purpose for zero-base budgeting can be summarized as a means in which we maximize the potential of each appropriated dollar by assessing alternative approaches to cost centers and aligning those cost centers according to the strategic plan of the institution. He confirmed they are not

using a pure zero-base budgeting approach; they are using a modified zero-base budgeting approach.

Mr. Hahn expressed there is a need to identify what *can* be done with the resources available and what *should* be done with resources available. He said the timeliness of ZBB is important when prioritizing the use of the resources and it will help show where opportunities are for reallocation. He said there is a misconception that it is all about cutting budgets. Further, he felt ZBB complements the performance based funding and the 60% goal by helping set the stage for performance based budgeting. This would be achieved by ensuring cost centers and their prioritization support the performance measures in the performance based budgeting initiative, and by increasing awareness of state goals and funding priorities for higher education. The principles of ZBB can be used to help make investment choices based on the CCI plan strategies in order to achieve the 60% goal.

Mr. Hahn commented that in discussion with staff on funding scope, they arrived at two options. The first is where ZBB could be limited to appropriated funds (i.e., General Funds) and not to self-supporting auxiliary enterprises such as student housing or athletics. The second variation would be to include all funds, but limit the scope to General Education only. This would still exclude most funding for auxiliary enterprises. In future discussion, they hope to determine which option makes more sense. Mr. Hahn favored limiting the scope to General Education only.

Mr. Hahn commented that in considering the methodology, it is clear a one-size-fits-all approach doesn't work. Existing institutional accounting, budgeting, and planning systems will be used to undertake several steps he summarized in his presentation, starting with an in-depth review by institutions of their strategic plan and performance measures to align with the Board's 60% goal. The strategic plans would be due next July to the DFM office. Mr. Hahn's handout included a ZBB timeline for reference.

President Edmunds commented ZBB only works if there is a clear description of what we're trying to accomplish. He asked for direction from the Board and DFM on how to get that direction.

Mr. Westerberg commented the direction is present, and using institutions' strategic plans to guide budget review would be where to start. Mr. Soltman felt it should go to the VP level because it would have the most impact on them. Mr. Westerberg pointed out that BAHR has solicited the institutions for what they think would be reasonable criteria to be used in performance based budgeting and that BAHR will be working with the institutions on the item.

President Edmunds asked if there is any difference between ZBB and performance based indicators. Mr. Hahn responded they have not yet dealt with an agency using performance based funding. He suggested using the performance based funding measures to prioritize the base in order to establish a position for the performance based funding rather than using two separate sets of budgeting criteria. Mr. Soltman reminded the group that the Board has not yet defined with certainty the measures for

performance based funding. Dr. Goesling responded he feels they are two different avenues and suggested the zero based budgeting should be considered *modified* zero based budgeting since it is not true zero based budgeting. Dr. Goesling suggested getting to the point of knowing what each cost center contributes and if that contribution was worth the dollars expended, then prioritizing from there and reprioritizing those cost centers that couldn't answer the question.

There was further discussion about whether this included just state appropriations or other auxiliary expenditures. Mr. Freeman summarized that if you look at only appropriated funds, it will be extremely difficult to isolate and exercise zero based funding on certain types of positions. They felt it would be a good approach to isolate General Education funds to eliminate the issue of breaking out what is appropriated and so forth. Those funds excluded would be professional-technical education (PTE), special programs, auxiliary enterprises, competitively awarded grants and contracts.

President Edmunds asked Dr. Rush if excluding PTE would be appropriate. Dr. Rush indicated as a separate division, PTE would be doing their own form of ZBB for its actual office operating budget. There would not be any zero based budgeting for any of the postsecondary technical college items.

Dr. Rush added that PTE has had in place for a number of years a performance based funding mechanism and also a program reduction and termination policy with very specific criteria for programs. Mr. Freeman added there was a possibility of excluding the community colleges from this exercise because they have their own locally elected boards and their own property tax revenue, and only a small percentage of their budget is from appropriated funds. Mr. Hahn responded that given the unique circumstances with community colleges they would be excluded. He added zero based budgeting would focus on those dollars agencies have control of.

Mr. Westerberg was interested in hearing from the institutions about what inclusions they feel are appropriate for zero based budgeting; whether to use just appropriated funds or whether that scope should be broadened. Mr. Ickes from the University of Idaho said it would be useful to look at all the component parts, but there is extreme complexity in doing so. He wanted to determine how certain pieces factor in. He felt the General Education would be a reasonable place to start. Dr. Fernandez agreed and added there are a lot of things associated that are not part of the 60% goal that are included.

Mr. Hahn responded that not everything would fall under the 60% umbrella, for instance facilities. There would need to be criteria established around the 60% and non-60% goal categories. Dr. Rush commented the strategic plan would be a good place to start because it goes beyond the 60% goal and deals with efficiencies. Mr. Fletcher from ISU remarked that they are comfortable with the discussion but they feel performance based budgeting is quite separate from zero based budgeting. The 60% goal is related to performance and zero based budgeting is related to efficiencies. Ms. Pearson agreed with most comments and remarked the institutions have very extensive detail in their budgets which include performance indicators. She said they need to clarify the goal of

zero based budgeting because it does go beyond the 60% goal. She added that in this industry, zero based budgeting is not widely used or accepted.

Dr. Goesling suggested keeping the eye on the 60% goal and letting the institutions take it to the next level on their own.

Mr. Luna read aloud the definition of zero based budgeting. He indicated the Governor's letter alluded to similarities between his recommendation and the definition. Mr. Luna said ZBB is not what we are talking about here. Mr. Luna felt it should not be called ZBB if it is truly not ZBB. Mr. Hahn responded that the definition read by Mr. Luna was a pure approach and what they are talking about is a modified approach. He indicated the problem with ZBB is the level of detail; what they are trying to do is determine the principles and review the efficiency of the cost centers to challenge the assumptions and determine the key outcomes which should prioritize the base.

Mr. Terrell felt there could be problems using ZBB in higher education. He felt higher education institutions are scrutinized so much currently on their budgets and spending, that it would not be beneficial for them to use ZBB. He suggested asking the Governor to define exactly what he was looking for because it may not work in higher education to take everything back to zero each year. He felt it would be too difficult for each of the institutions to prioritize where the cuts would take place because those cuts likely don't return each year after they are made. He expressed empathy to the institutions because of what they already go through in justifying their budgets.

Mr. Freeman made a few points of clarification. He commented that what the Governor has asked for is not a pure ZBB exercise. It is more to evaluate and reprioritize operations which is the focus of the initiative, and that institutions are not being asked to take their budgets back to zero each year. Mr. Terrell still didn't feel comfortable with it. Mr. Hahn followed up by saying the Governor's recommendation is a modified approach to zero based budgeting and agencies can use it by seriously examining cost centers and determining where they could be made more efficient.

Mr. Terrell felt the item should go back to BAHM for more review. Mr. Soltman asked what DFM would do with the information submitted by the Board and the institutions. Mr. Hahn responded the information would be shared with the Governor and used to benefit the institution, perhaps even in proposing legislation.

President Edmunds expressed concern about changing the budgeting process for the institutions and asked for feedback from the institutions. Ms. Pearson responded that it describes what they do at the department level currently and expressed hope to keep the process they use because it has been successful; adding that they do look at their budget structure very thoroughly. Dr. Fernandez commented they would likely not change the process it currently uses and echoed somewhat the comments and concerns of Ms. Pearson. Mr. Ickes responded they have only been doing base budgeting because there hasn't been base plus; he expressed base minus would be a better way to describe it. He added that they will need to look at auxiliaries, and that they will continue to take advantage of opportunities as they present themselves.

Ms. Atchley asked if DFM expects this to be an ongoing process each year. She indicated it is a major strain with resources being too thin for the financial staff to meet the requirements of a complete audit. She was concerned about taking away administrative resources which will reduce the resources and dollars that can be put into the basic process of student success. She felt the cost benefit of this process is not clear and asked DFM to describe how the cost process would work.

Mr. Hahn responded that the ongoing aspect of ZBB is for this to be on an every six-year cycle. Each year they are asking a group of agencies to undergo this process and at the end of the first cycle DFM and the Governor will review the results and determine if the agency needs to continue in another six-year cycle. They cannot do all of state government in one year which is why it is broken up. In terms of how it affects the student, he responded that by prioritizing the cost centers which fall into line with the strategic plan of the institution is how it would benefit students.

Mr. Luna said there is a perception that ZBB leads to areas to cut. He asked DFM what changes have they seen with the agencies who have already done this. He expressed concern about using the resources to do this analysis and then having no change or result. Mr. Hahn responded that there have been a number of agencies who have realigned their cost centers and realigned their resources. He said prior to this initiative, it has always been just base plus budgeting. Mr. Hahn indicated he felt it is a good process to use to examine the base and he would like to spend more time with financial VPs and Mr. Freeman to look at where the opportunities are and to avoid duplication of effort.

President Edmunds asked for the item to return to BAHR. Mr. Westerberg indicated he welcomed the opportunity to further explore this with the financial VPs and DFM to maximize the value of the process. Mr. Hahn indicated the expectation is for this to be a roadmap to budget submission for 2013. Mr. Budzich added that in looking ahead they need to look at something like this because of potential cuts and priorities in state government budgeting, and this analysis will help clarify where budgets should be.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

2. Parliamentary Procedures Training

Dr. Rush provided a presentation on parliamentary procedure for the Board. He summarized that parliamentary procedure is often seen as a hurdle in participation when in fact it is used to make the meeting run more effectively. He said the purpose is to accomplish the will of the majority while protecting the rights of the minority. It is used to facilitate a process, provide a focus for discussion and provide a series of methods by which action is taken.

Dr. Rush indicated the entire process is based on the main motion on the floor. That provides the focus for discussion and triggers the tools to dispose of the main motion. It is properly presented to say *I move that*. The chair is allowed to work with the maker of

the motion to make it right. The motion is then restated by the chair and it becomes the property of the assembly and official record. Motions do require a second but if the chair forgets to ask for a second and discussion starts on the motion before receiving a second, the motion becomes moot. If you have a committee report, they do not need a second.

The committee chair makes the motion; the president is the only one that can solidify and arbitrate the motion. He can say the motion is moved and seconded, and then it becomes the property of the assembly. At this time, there may be discussion of the motion. It is important that there is an official record of the actual wording of the motion.

President Edmunds clarified that as a matter of practice the Board will use a second on all motions before going to discussion.

Dr. Rush indicated that a roll call vote is the only vote that is legally binding. The way you get around not using a roll call vote all the time is that nobody objects. In a small group such as the Board, a voice vote works most of the time. Any board member can request a roll call vote at any time and if that occurs, a roll call vote is required. He noted for Board members that requesting unanimous consent is a fast way to vote on minutes, the consent agenda and to modify an agenda. In any case of voting though, the chair needs to announce results.

Dr. Rush summarized the most common way to get the main motion off the floor is to vote on it and that there can be subsidiary motions to the main motion. One subsidiary is to amend the main motion. The primary way to change a motion is to strike a portion out or add something; or you can do both by striking out and inserting words. Once it is seconded and restated by the chair; it becomes property of the assembly. The motion becomes the focus of discussion until the amendment is voted on. The motion can be referred to a committee or the motion can be postponed to a definite time.

Dr. Rush summarized the two specialty forms of amendment. One is to amend by substitute; the other is to refer it to a committee. The substitute is used when the changes are too extensive to be effectively dealt with by the normal procedure of adding, striking out or striking out and adding. When the motion is referred to a committee, the committee can report back or take action. Dr. Rush pointed out that when you take action, you vote on these in reverse order. He provided examples of this process and how it might sound.

Dr. Rush briefly shared a number of other subsidiary motions including *limit debate*, *previous question*, and to *table the motion*. He said it is out of order to cut off debate if discussion is active. The motion to *limit debate* or anything which takes away a constitutional right (i.e., speech) requires a 2/3 vote. Dr. Rush reminded the Board members that Robert's Rules demand the protection of the minority. The *motion to table* was designed to take an item off the floor and put it aside momentarily and put something else on the floor. He cautioned that if the *motion to table* is used on any substantial issue, it is being used incorrectly because you would in effect be taking away a constitutional right (i.e., to debate). The *motion to table* is only limited to certain

special circumstances and is used rarely. Instead, you would likely use a motion to postpone to a definite time.

Dr. Rush clarified what it means when a member calls out “*question*” during the discussion. It means that someone is ready to vote and they are looking to see if others are ready to vote. The proper response from the chair when that happens is to say “*question has been called, is there any further discussion?*” The person who called “*question*” is expressing a sentiment that they are ready to move on. If they want to cut off debate, they need to move the previous motion and it must have a second, and a 2/3 majority vote. He also indicated the president could call that motion out of order if it is obvious there are people who want further discussion.

Dr. Rush further indicated there are privileged motions such as a *call for order*. *Call for orders of the day* is where the chair and the assembly are obligated to follow the agenda. Another motion is a question of personal privilege – for instance if a member can’t hear or would like to request a short break. Other motions are to recess and to adjourn. These all require a second.

There were a few more motions Dr. Rush mentioned briefly which included a *motion to reconsider* – it requires a second and is debatable. It is also a way to bring a motion back up for consideration. If it passes, it puts the main motion back on the floor and it may be used to refer a motion to a committee. There are a few incidental motions; that serve to withdraw or modify a motion. They are handled most generally by unanimous consent. Other motions include a *division of the house* which means a member requests a counted vote, a *request for information*, a *point of order*, and *to suspend the rules*. There is also a *motion to appeal from the decision of the chair*. With that, Dr. Rush concluded his parliamentary procedures presentation and stood for questions. There were no questions for Dr. Rush.

CONSENT AGENDA

M/S (Soltman/Westerberg): To approve the Consent Agenda as printed. Motion carried unanimously.

1. University of Idaho

By unanimous consent to approve the changes to University of Idaho policies on faculty promotion and tenure as set forth in Attachment 1 as submitted to the Board.

2. Approval of FY 2013 Appropriated Funds Operating Budgets

By unanimous consent to approve the FY 2013 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.

3. Approval of Higher Education Research Council (HERC) FY13 Budget

By unanimous consent to approve the FY 2013 Higher Education Research Council Budget Allocation as presented.

4. Boise State University Law Enforcement Contract with Boise City Police Department

By unanimous consent to authorize Boise State University to enter into a law enforcement and security services annual contract with the Boise Police Department as presented in Attachment 1, and to authorize the vice president for finance and administration to execute the contract.

5. Idaho State University Network Switching Infrastructure Upgrade

By unanimous consent to approve the request by Idaho State University to upgrade the network switching infrastructure, for an amount not to exceed \$1.5 million.

6. University of Idaho Changes in Constitution and Bylaws of the University Faculty

By unanimous consent to approve changes to University of Idaho faculty constitution as set forth in the materials submitted to the Board as attachment 1.

By unanimous consent to approve changes to University of Idaho Faculty Senate Bylaws as set forth in the materials submitted to the Board as attachment 2.

7. Idaho Division of Vocational Rehabilitation Advisory Council Appointment

By unanimous consent to approve the appointment of Angela Lindig as a representative of a parent training and information center to the Vocational Rehabilitation State Rehabilitation Council for a term of three years July 1, 2012 and ending June 30, 2015.

By unanimous consent to approve the reappointment of Sean Burlile to the Vocational Rehabilitation State Rehabilitation Council as a representative of a disability advocacy group for a term of three years effective June 24, 2012 and ending June 30, 2015.

By unanimous consent to approve the appointment of Mark E. Marrott to the Vocational Rehabilitation State Rehabilitation Council as a representative for business, industry and labor for a term of three years effective July 1, 2012 and ending June 30, 2015.

By unanimous consent to approve the appointment of Max Sorenson to the Vocational Rehabilitation State Rehabilitation Council as a representative for qualified vocational rehabilitation counselors for a term of three years effective July 1, 2012 and ending June 30, 2015.

By unanimous consent to approve the appointment of Lori Gentillon to the Vocational Rehabilitation State Rehabilitation Council as a representative of a community rehabilitation program service provider for a term of three years effective July 1, 2012 and ending June 30, 2015.

8. State Department of Education Request for Waiver of 103% Student Transportation Funding Cap for Six School Districts.

By unanimous consent 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 2012 of 116% for a total of \$40,328 in additional funds from the public school appropriation.

By unanimous consent 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 2012 of 143% for a total of \$37,726 in additional funds from the public school appropriation.

By unanimous consent to approve the request by Highland School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2012 of 143% for a total of \$2,615 in additional funds from the public school appropriation.

By unanimous consent 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 2012 of 110% for a total of \$3,897 in additional funds from the public school appropriation.

By unanimous consent to approve the request by Lapwai School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2012 of 120% for a total of \$14,716 in additional funds from the public school appropriation.

By unanimous consent 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 2012 of 117% for a total of \$23,294 in additional funds from the public school appropriation.

9. State Department of Education Request for Approval to Transport Students Less than One-and-One-Half Miles for the 2011-2012 School Year.

By unanimous consent to approve the requests by the 100 school districts and 12 charter schools for approval to transport students less than one-and-one-half miles as listed in Attachment 1.

10. State Department of Education Appointment to the Professional Standards Commission.

By unanimous consent to approve Clara Allred as a member of the Professional Standards Commission for a term of three years representing special education administrators, effective July 1, 2012.

EXECUTIVE SESSION

M/S (Soltman/Goesling): A motion to meet in executive session to evaluate the presidents of Idaho's state higher education institutions and its executive director, pursuant to Idaho Code Section 67-2345(1)(b). A roll call vote was taken and the motion passed unanimously. Following the roll call, the Board members entered into executive session at 4:07 p.m.

M/S (Terrell/Soltman): To go out of Executive Session at 4:35 p.m. and adjourn for the day. The motion carried unanimously.

Thursday June 21, 2012, 8:00 a.m., Eastern Idaho Technical College, Health Care Education Building, Rooms 6163/6164, Idaho Falls, ID.

President Edmunds called the meeting to order at 8:03 a.m. He stated that there were no requests for open forum and then turned the time over to Mr. Soltman for the Policy Planning and Governmental Affairs (PPGA) agenda. Superintendent Luna was absent for this portion of the meeting.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)

1. Eastern Idaho Technical College – Biennial Progress Report

President Albiston provided an overview of Eastern Idaho Technical College's (EITC) progress in carrying out the College's strategic plan, details of implementation, status of goals and objectives and information on other points of interest. He started out with a brief history of EITC and its progress over the years. He shared information on EITC's committees and their goals, adding they have a positive placement rate of 90% for their graduates. EITC serves nine counties in eastern Idaho. Their services fall into three categories and in FY11 they served over 16,000 students. Their largest division for student enrollment is in health profession training. They saw a slight decrease in enrollment in FY11.

Dr. Albiston indicated over the past three years, they have surpassed their targets in several areas. In addition to the activities on the EITC campus, they provide a number of outreach programs such as adult basic education, workforce training and health profession training. He commented that more than half of the students receive some form of financial assistance and EITC has been very fortunate for the support of the EITC Foundation and J.A. and Kathryn Albertson Foundation in creating opportunities for many students by providing scholarships, materials and books to name a few. EITC's retention and collaboration efforts have been assisting the state toward its 60% goal.

Dr. Goesling asked how many programs produce a certificate in less than one year. President Albiston responded there are about 35 graduates per year in their certified truck driving school and in excess of 100 graduates in their certified nursing assistant program. Dr. Goesling asked if those students are apt to return to advance themselves

further. President Albiston responded that with their CNA program several students return to advance their education. President Edmunds asked of the 53% of students in health care, how many are in nursing. President Albiston responded that about 60% are in nursing and the remainder in other health care professions. President Edmunds asked if they are using more distance learning for students. President Albiston responded affirmatively, adding that they are looking at the types of programs and how to best deliver those programs.

Ms. Atchley congratulated Mr. Albiston on the success of the college and asked to be kept updated on their cloud system.

Board Member Lewis joined the meeting at 8:27 a.m.

2. Boise State University – President’s Council Report

Mr. Soltman invited the institution presidents to come forward for the President’s Council report. Boise State University President and current chair of the President’s Council, Bob Kustra, gave a report from the most recent Presidents’ Council meeting and answered questions.

He summarized they have met twice since the last Board meeting and in May, they received an update on the statewide emergency operations plan and role the colleges and universities will play in that plan. They also discussed presidential succession plans and confirmed the chair rotation schedule for the Presidents’ Council. Dr. Glandon is next in the rotation starting in August. At the June meeting, they discussed topics from the Board retreat, and focused on how to make the work of the President’s Council more meaningful and productive.

President Edmunds asked if they had discussed a separate meeting schedule for four year institution presidents. Dr. Kustra responded that the discussion suggested presidents get together at Board meetings either before or after the Board meeting.

There was an item that was referred back to CAAP from the President’s Council with regard to collaboration among universities. President Edmunds commented on a competency based baccalaureate degree and asked if it was being considered here. President Kustra responded not at this time and that the private sector is moving more quickly than the public sector on these programs and we will likely see some results from the private sector soon.

President Edmunds requested unanimous consent to move to item four on the agenda since Dr. Clark had not yet arrived for his presentation to the Board as scheduled under item three of the agenda. There were no objections.

3. BYU-Idaho Presentation

President Edmunds introduced Dr. Kim Clark from BYU-Idaho and also recognized Representative Bateman’s attendance at the meeting. BYU-Idaho converted from a

two-year institution to a four-year institution and now has the largest full time enrollment in the state. President Clark earned bachelors', masters', and doctorate degrees in economics from Harvard University. In 1978 Dr. Clark became a member of the faculty at the Harvard Business School and was named the dean of the school in 1995. He served in that capacity until he became president of BYU-Idaho in 2005.

Dr. Clark thanked the Board for the opportunity to present today. He addressed the Board regarding the concept of "modularization" and other initiatives that BYU-Idaho has implemented that have allowed them to become one of the largest postsecondary educational institutions within the state of Idaho. Modularization is a process in which students graduate within 120 credit hours, even if they have changed majors. Some of the other initiatives include: online learning, increased utilization of brick and mortar facilities, and processes for dealing with disadvantaged students in remote areas.

Dr. Clark shared a brief presentation to the Board starting with the background of BYU-Idaho. Their focus is on undergraduate education which is student centered and teaching oriented. They offer about 16 majors and about 20 associate's degrees. They serve roughly 28,500 students which is head-count – not full time equivalent students, and have 511 full time faculty. They have a strong honor code being affiliated with the Mormon Church and have no intercollegiate sports.

He shared the three imperatives that have driven the university which are improved student experience, to serve more students and to lower the relative cost of education. He also shared some initiatives they have launched to achieve the imperatives. He described a new academic calendar that uses a three semester/three-track system which allows them to run all year long with a new academic day from 7:45-5:30 that has 60 minute classes with 15 minutes in between. The standard faculty load is 4 classes per semester; 120 students average. Dr. Clark commented this calendar change has caused fundamental changes in the operation of the university. They now have balance across the tracks between students and faculty. Their growth has increased rapidly and is credited to this new academic calendar which has allowed the growth without adding classroom space or new faculty. The new academic calendar has helped cut costs as well. For operating costs per FTE student, there has been a decrease of 21% since 2003; and 16.7% decrease in total operating and capital cost per FTE student.

Dr. Clark pointed out the idea behind the BYU- Idaho learning model is to create a university-wide set of principles and processes that apply to all disciplines. The learning model uses small classes where faculty knows the students. The class size is about 30 with a maximum size of 85. He commented their learning model is deeply rooted in their faith but can be translated for secular application. It puts responsibility for education on the student and uses the student in the teaching process rather than just having them taught. Their process includes investment, engagement and assessment. These processes translate to preparing the individual, teaching one another and pondering and proving what is learned, respectively. BYU-Idaho also requires their faculty to learn and teach in other areas other than those of their specialty within reason.

President Edmunds asked if they have any information on improvement in students' critical thinking with this teaching model. Dr. Clark indicated they are seeing some improvement, but not what it needs to be.

Dr. Clark said they use their faculty as designers of learning experiences with a focus on active learning, experiential learning and engaged students. He added that on-line education has played an important role for BYU-Idaho. They use on-line and hybrid classes which use integrated curriculum, increases on-campus capacity and increases the university's reach. They offer about 135 on-line courses and plan to offer only select courses on-line. They serve approximately 10,253 students on-line.

Dr. Clark mentioned that starting in the fall of 2010, the index of gain in student learning started improving. The gain was realized by not increasing the on-line course offerings, but by focusing on re-designing the courses that were offered. Their studies show that their on-line learning is close to that of face-to-face learning in quality. He said they also use modular degrees to improve student learning and time to graduation, summarizing the modularity as built on blocks of complementary courses that combine in different ways to create degrees. The standard degree has 40-55 credits, the integrated standard degree has 67 credits, the specialized degree has 80 credits and the interdisciplinary studies degree as 60 credits.

Dr. Clark commented they also use the Pathway program which is designed to offer higher education to students who are not attending college, or who are not making progress and who desire higher education. This system helps students find their pathway as the name suggests. It is a combination of on-line courses overseen by church members who assist and mentor the student. The Pathway program will eventually operate in about 65 sites throughout the United States, Mexico and other countries. They also discovered it was necessary to expand their target group to include the over 30 age group.

President Edmunds asked if their system is applicable to a public education system. Dr. Clark responded in the affirmative and indicated it would have several beneficial areas that could translate to public institutions. He felt the challenge would be in the implementation area and how to make it work. He used the year-round calendar as an example. Dr. Clark said it requires change to change traditional patterns, figuring out what works and what doesn't, and implementing what works. He believes on-line education will become so effective that it is completely necessary to offer it, adding that if it was not offered, it would be a disservice to students. There were no other questions for Dr. Clark.

Mr. Soltman thanked Dr. Clark for his presentation to the Board.

4. Idaho Division of Vocational Rehabilitation – 2013 State Plan

BOARD ACTION

M/S (Soltman/Terrell): To approve the Idaho State Plan for the Vocational

Rehabilitation Services as submitted. The motion carried unanimously.

5. Board Policy IV.G. – Second Reading

BOARD ACTION

M/S (Soltman/Goesling): To approve the second reading of Board policy IV.G. Idaho State Rehabilitation Council as presented. The motion carried unanimously.

6. Legislative Ideas - 2013 Legislative Session

BOARD ACTION

M/S (Soltman/Westerberg): To approve the six (6) legislative ideas as submitted and to authorize the Executive Director to submit these and additional proposals as necessary through the Governor's legislative process. The motion carried unanimously.

7. 2012-2017 Strategic Plans – BSU & NIC

BOARD ACTION

M/S (Soltman/Westerberg): To approve the 2012-2017 (FY13-FY17) strategic plans for Boise State University and North Idaho College as submitted and to authorize Board staff to work with the institutions to make necessary changes for submission of the plans to the Division of Financial Management. The motion carried unanimously.

Ms. Atchley commented about seeing comparative material in their strategic plans and discouraged including comparisons to other public Idaho institutions. She encouraged looking at system strengths and not system competitions. She said comparison to peers would be acceptable.

8. Famous Idaho Potato Bowl – Request for Alcohol Permit-NCAA Football Games

BOARD ACTION

M/S (Soltman/Terrell): To approve Famous Idaho Potato Bowl's request to operate a corporate tent village consistent with the terms herein for the 2013 through 2016 Bowl games in compliance with Board Policy I.J. and the terms submitted as Attachment 1. The motion carried unanimously.

Mr. Terrell recognized the presence of Kevin McDonald, Executive Director of the Famous Idaho Potato Bowl and turned the time over to him for comments.

Mr. McDonald spoke briefly about the Bowl game and tent village indicating the tent village has been a big part of the Bowl Game in providing revenue. Over the last six

years since Mr. McDonald has been Executive Director, tent village has have been incident free. They have asked to move tent village to a different location because of the construction at BSU. He commented the Bowl Game has been a major part of the community for over ten (10) years and has made a positive impact on the economics of the city of Boise. The Famous Idaho Potato Bowl will earn revenues from the lease of the corporate tents. The university will also earn revenues from the lease of the stadium. Bowl management has reported no incidences associated with the event.

Mr. Terrell asked how the Bowl is perceived overall and throughout the nation. Mr. McDonald responded positively and said the disconnect that existed previously with the name of the Humanitarian Bowl has faded with the rename of the Famous Idaho Potato Bowl. Since then, they have seen substantial increase in sponsorships, ticket sales and participation, and on a national level they are celebrating their 16th annual game this year. Mr. McDonald expressed appreciation for the partnership with the state of Idaho, city of Boise, Boise State University and the University of Idaho.

At this time, the unanimous consent was requested to return to item three on the agenda. There were no objections.

9. Boise State University – Alcohol Permit for 2012 Home Football Games – Stueckle Sky Center

BOARD ACTION

M/S (Soltman/Atchley): To approve the request by Boise State University to allow the sale of alcohol in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2013 Spring Game in full compliance with Board Policy I.J for the 2012/13 football season. The motion carried with a five-to-two vote. Mr. Terrell and Mr. Lewis voted nay.

Mr. Soltman reminded the Board members that Mr. Terrell had requested to speak in the aggregate to the next several agenda items regarding alcohol permits. Mr. Terrell requested the presidents come forward for discussion of alcohol permits. He commented on his understanding of monetary gain by having alcohol on campus and also the advantages of public relations at these games. However, Mr. Terrell expressed concern about sending the wrong message to students by issuing these alcohol permits. He felt there is a double standard shown to students with having alcohol at athletic events and felt that the Board is not setting the right example for students. He asked the presidents to provide a response to the importance of having alcohol at football events specifically.

President Vailas responded for Idaho State University (ISU) commenting on the long standing cultural expectation to serve alcohol at sporting events, along with it being a revenue generator. He felt there is a commitment to the people and the revenue helps support other sports as well. Dr. Vailas commented there are policies that are followed in allowing alcohol at events on campus, adding it is important it is policed properly.

Dr. Kustra from Boise State University (BSU) responded with regard to tailgating and indicated it is a culture that has gone on for generations. He felt it is in fact increasing on all campuses nationwide as a family friendly and social gathering and has long been understood as somewhere people can bring their beverages to enjoy during the event, alcoholic or not. Dr. Kustra added that Boise State polices their policy thoroughly and commented that if alcohol were to be banned on campus, it would be impossible to effectively police it, and further it would hurt revenues.

Dr. Kustra commented their policy is reasonable and checks behavior. He added that there are isolated incidents, but the reports from BSU and any of the other campuses do not show that alcohol is creating a major problem. He commented on the benefit of entertaining donors and how those donors support universities through events where food and alcoholic beverages are available. Dr. Kustra summarized they are part of a society that over the years has increased alcohol at events, but at the same time have cracked down on overuse and abuse at these events as well. He felt alcohol is not a major issue on the BSU campus, reminding Board members they have a system in place that has been working well with very few incidents, keeping alcohol out of where it doesn't belong and only for those over 21.

President Nellis from the University of Idaho echoed the remarks of Dr. Kustra and responded they monitor the events closely where alcohol is served and encourage responsible alcohol consumption. He commented the donors also have an expectation that alcohol is available on campus at sporting events. He said there have been a limited number of incidents off campus and there are significant penalties for students who violate the rules and policies on misuse of alcohol. Dr. Nellis recalled a recent report that indicated alcohol incidences are actually declining. He added that at their permitted events, he is not aware of one incident that has occurred regarding alcohol abuse.

President Fernandez indicated Lewis-Clark State College has not served alcohol at sporting events with the exception of VIP events, fundraising events and community events. He said there is one exception to this, which is a reception before the World Series. There are few isolated misuse incidents, but they are not rising. He said their student athletes are held at a higher standard as well. He echoed the sentiments of the other presidents and commented favorably about experiences he has had at the University of Idaho sporting events where alcohol has been served.

Mr. Terrell thanked the presidents for their responses and asked the Planning and Policy chair Don Soltman for the committee to review the alcohol policies and provide an update on how the policy may be cleaned up, if there should be a cap on alcohol permits, the timelines that are set forth for football games for when alcohol service begins and ends, and how the Board should react to tailgating.

Dr. Goesling commented that he concurs with Mr. Terrell, but his concern is that they have already reviewed this material in detail with the Athletics Committee.

Mr. Lewis asked Mr. Terrell about his thoughts on what the Board should aspire to and

the objectives he has in mind. Mr. Terrell responded about his opposition to having alcohol on campus and that it should not be acceptable as the norm. He feels they should have a no-alcohol policy except in certain areas and there should be caps on the alcohol permits issued. He sees no benefit of having alcohol on campus and would like to see it have less visibility than it presently has.

Mr. Lewis responded in thanks for Mr. Terrell's leadership on this issue and for challenging the Board to think differently about it. Mr. Lewis said he was surprised by the responses of the presidents and encouraged them to be leaders and not followers in regards to allowing alcohol permits, meaning they don't have to issue the permits just because it is commonplace nationwide. He expressed concern that the culture is suggesting a successful football program has a successful tailgating culture. He agrees with Mr. Terrell that the example set is not the best for families, children and students; and that it would be interesting to make the statement to the students and community by not having alcohol on campus.

Dr. Kustra responded that he differs from the suggestion that the presidents are not culture leaders. He felt that there is a general understanding in society that one can use alcohol in a social setting in moderation without reaching a state of inebriation and felt wine and beer are as widely accepted as water or lemonade. He said the real issue is not the service of alcohol itself, but how much is consumed. Dr. Kustra suggested considering options on regulating how much alcohol is consumed at games, and not prohibition in general, as something to consider.

There was further discussion about the topic of alcohol consumption at football games. In regard to tailgating where moderation is likely not occurring in some instances, Mr. Lewis and Mr. Terrell were concerned with promoting that kind of culture to students and families.

10. Boise State University – Alcohol Permit for 2012 Home Football Games – Carven Williams Complex

BOARD ACTION

M/S (Soltman/Atchley): To approve the request by Boise State University to establish secure areas specified in Attachment 2 and Attachment 3 for the purpose of allowing alcohol service during pre-game activities in full compliance with Board Policy I.J for the 2012/13 football season. The motion carried with a five-to-two vote. Mr. Terrell and Mr. Lewis voted nay.

Mr. Lewis asked for better consistency in the lists and description of controls with these motions from year to year. Mr. Soltman clarified that the 13 descriptor items were put in policy. Mr. Lewis indicated that satisfied his concern.

11. Idaho State University – Alcohol Permit for 2012 Home Football Games

BOARD ACTION

M/S (Soltman/Atchley): To approve the request by Idaho State University to establish secure areas as specified for the purpose of allowing alcohol service during pre-game activities in full compliance with Board Policy I.J. for the 2012/13 football season. The motion carried with a five-to-two vote. Mr. Terrell and Mr. Lewis voted nay.

12. University of Idaho – Alcohol Permit for 2012 Home Football Games – Pre-Game Events

BOARD ACTION

M/S (Soltman/Goesling): To approve the request by the University of Idaho to allow alcohol service during the 2012 football season in the North Kibbie Field, Student Activities Field, and the Menard Law Building foyer under the conditions outlined in Board policy section I.J. subsection 2.c. The motion carried with a five-to-two vote. Mr. Terrell and Mr. Lewis voted nay.

Mr. Lewis clarified he is voting nay as a statement relative to the comments heard earlier today.

13. University of Idaho – Alcohol Permit for 2012 Home Football Games – Club Seating

BOARD ACTION

M/S (Soltman/Atchley): To approve the request by the University of Idaho to allow alcohol service during the 2012 football season and during the spring 2013 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room located in the ASUI Kibbie Activity Center under the conditions outlined in Board Policy I.J. subsection 2.c. The motion carried with a five-to-two vote. Mr. Terrell and Mr. Lewis voted nay.

14. Alcohol Permits – Issued by University Presidents

There was no discussion on the informational item.

15. Lumina Foundation Grant

BOARD ACTION

M/S (Soltman/Goesling): The Board directs Eastern Idaho Technical College, Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho to participate in the Lumina Foundation Grant to explore and implement consistent approaches to awarding reverse transfer associate degrees to students who transfer from Idaho's community colleges or technical college to four-year institutions. The motion carried unanimously.

At this time unanimous consent was requested for a 15 minute break from 10:30-10:45; there were no objections. After the break, they moved to address item 10 on the BAHR agenda; then immediately returned to the IRSA agenda.

INSTRUCTION, RESEARCH & STUDENT AFFAIRS (IRSA)

1. Complete College Idaho Plan

BOARD ACTION

M/S (Westerberg/Atchley): To approve the postsecondary degree and certificate projections as presented. A roll call vote was taken and the motion carried four-to-three. Mr. Terrell, Dr. Goesling and President Edmunds voted nay on the motion.

Substitute Motion: M/S (Terrell/Soltman): I move to send this item back to the IRSA committee. Mr. Westerberg clarified that this motion refers only to the allocation of numbers back to the committee. Mr. Terrell chose to withdraw the motion. Unanimous consent was requested and granted to withdraw the motion.

M/S (Westerberg/Atchley): I move to approve the Complete College Idaho plan as submitted. The motion carried unanimously.

Mr. Westerberg turned the floor over to Selena Grace from the Board office who introduced Scott Grothe and Jessica Piper, also from the Board office; and Byron Yankee, Senior Policy Advisor from the Idaho Business Coalition for Educational Excellence (IBCEE). State Board Executive Director Mike Rush provided a brief summary and overview of the Complete College Idaho Plan to the Board members. He discussed some of the strategies and collaborative efforts that will help Idaho reach those goals and indicated they are ready to take the next step which involves the refining of the 60% goal in terms of specific responsibility for institutions and the approval of the revised plan itself.

Bryon Yankee indicated at the Coalition's meeting Tuesday, they changed their name to Idaho Business for Education or IBE. He announced from that same meeting that they adopted Idaho's 60% goal directly and established a two-year priority with a focus on increasing enrollment and retention rates. He indicated IBE is eager to provide support and opportunities for this focus throughout the state. Mr. Yankee provided some background on his work on a college access network project which looked at a way to go across the state and interact with a large cross-section of Idaho students and individuals to gather data and information about how to increase college access and the percentage of students who will go on to some form of postsecondary education. In doing this, a series of surveys were developed after which focus groups and a design team met to analyze the data obtained and provide recommendations.

Mr. Yankee indicated a document was developed from this analysis that will be available soon for review. He shared some of the high points they identified and that the biggest barrier to postsecondary education for most is how to pay for the education;

the second largest barrier was the lack of financial aid. All groups reported that parents had the greatest influence on whether students chose some sort of program after high school, and that by supporting parents in providing needed information earlier and more frequently during a student's secondary education could both prepare and assist the students and the parents. He added that the lack of family support can be detrimental.

Mr. Yankee listed several areas within the community that could assist in being a source of information for parents such as banks, clubs, state agencies, non-profit organizations. He emphasized the importance of creating a collaborative network among these groups to improve communication and promote the shared focus of increasing postsecondary education to help promote a college-going culture. Mr. Yankee shared some observations and findings from meetings with focus groups, and commented that when stakeholders were surveyed on how they would rate the economic impact of Idaho reaching the 60% goal, 89% rated reaching that goal as *valuable* or *very valuable*.

Mr. Yankee shared some broad recommendations from the findings which included creating a readily accessible database of Idaho scholarships, providing earlier and expanded access to financial planning for parents and students, expanding the usage of existing resources and Career Information Systems (CIS), increasing the access to information to a broader audience in a more focused way, and developing communication and network strategies.

Mr. Yankee expressed his appreciation for being part of the CCI Plan and committee. He pointed out the congruence between the strategies identified by the focus groups and the CCI Plan.

Ms. Grace indicated that a complete copy of the revised plan was included in the agenda materials to Board members. She provided the main highlights of the revised plan which included additional focus on statewide initiatives along with institution and agency initiatives. She commented they had highlighted five strategies and added a new strategy: *leverage partnerships*. They removed *demystify college* because the initiatives and activities align better with *strengthening the pipeline* and *structure for success*. Additional changes included more direct focus on initiatives and activities that are both statewide and at the institution and agency level.

Dr. Rush offered some comments on the refinement of the 60% goal. He indicated the 25-34 year old target was not picked to limit what institutions do or to discriminate against the older age group. It was picked to target that group of people who are going to have the most impact on our economy for the longest period of time. He also addressed how they intend to define what is counted in the 60% goal and indicated they are still having some difficulty with the data because there is not specific census data available to measure by; the census data measures by *some college*.

Scott Grothe from the Board office presented an updated review of the data analysis since the December Board meeting. He commented that we are around 35%-36% presently in regards to the 60% goal. He identified a recent development that could impact the ability to measure the data in the future, commenting that the U.S. House of

Representatives has voted to eliminate the Census Bureau's American Community Survey. If this happens, it will eliminate our ability to track the percent of 25-34 year-olds with an associate's degree or higher. He commented that they expect to hear more about this in the next few months.

On refining the 60% goal, the Board office reconciled historical degree production with the subsequent Census Bureau population education attainment levels. Those historical reconciliation factors were applied to recent and future goal-related credential production to get the projections presented today. In doing this work along with additional vetting among staff and institution analysts, assumptions were validated on population estimates, in-out migration rates, and age of the student at graduation. Mr. Grothe pointed out that 20% of our graduates are beyond the age of 35; 37% are between the ages of 25-34 and 43% are younger than 25 years of age.

In comparing Idaho to other Western Interstate Commission for Higher Education (WICHE) states, Idaho is at 31% for those with an associate's degree or higher. The WICHE average is 37.2% and the U.S. average is 39.3%. Mr. Grothe summarized data from the other categories and indicated that staff recommends Idaho aspire to education levels of the top seven performing WICHE states. In looking at how Idaho might compare to the top seven performing WICHE states, the public institutions need to collectively confer on average 16.3% per year between now and 2020. Mr. Grothe pointed out in attaining this goal we will likely be boosting the education level of non-targeted populations as well.

Mr. Soltman asked if there has been an institutional break down done. Mr. Grothe responded that has not been done, and to do so would require guesswork in estimating those numbers. Mr. Soltman responded that unless the institutions receive feedback, they will not know how they are doing in relation to the goal. Dr. Rush indicated that if this motion is approved, it is the first time they have set a goal by degree level. In doing so, it will give institutions significantly more information than they have had in the general 60% goal. He recommended each of the institutions need to determine how much they can contribute in consideration of the refined goal.

There was further discussion on the refined analysis and how institutions and community colleges will be contributing to the goals. President Edmunds commented that he is very uncomfortable with the projection of certificates and asked if the chair of the committee would consider segregating the motion into two components. IRSA Chair Richard Westerberg agreed to the request.

Ms. Atchley asked for further clarification on the projections. Ms. Grace responded the projections evaluated were based on current workforce trends with the intent to increase educational attainment along with the standard of living.

The meeting recessed until 1:00 for lunch. The meeting reconvened at 1:16 pm.

2. Proposed Amendment to Board Policy III.Y., Advance Opportunities – Second Reading

BOARD ACTION

M/S (Westerberg/Goesling): To approve the second reading of amendments to Board Policy III.Y., Advanced Opportunities as submitted. The motion carried unanimously.

3. Memo of Understanding between Boise State University and Idaho State University Regarding Nursing Programs

BOARD ACTION

M/S (Westerberg/Atchley): To approve the Memorandum of Understanding between Idaho State University School of Nursing and Boise State University School of Nursing as presented in substantial conformance to the form submitted as attachment 1. The motion carried unanimously.

4. Idaho State University – Nursing Ph.D.

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by Idaho State University to offer a new online Ph.D. in Nursing. The motion carried unanimously.

BOARD ACTION

M/S (Westerberg/Terrell): To approve the request by Idaho State University to designate a professional fee for the Ph.D. in Nursing program and to set the fee at \$1,000 per student per semester. The motion carried unanimously.

Mr. Westerberg invited the attendees from ISU to present information on this item. Dr. Hatzenbuehler introduced Dr. Karen Neil, Professor of Nursing and Interim Assistant Director of Graduate Studies at Idaho State University School of Nursing to report on this program. She commented the PhD in Nursing program has been built on a strong foundation and will prepare nurse scientists to conduct original research to contribute effectively to healthcare systems. She said this will be the first PhD in Nursing program in the state of Idaho and that there is a real need for this program.

Ms. Atchley asked about the number of faculty and students in the program. Dr. Neil clarified there will be three full time faculty and six students per year admitted to the program in the initial three years. Ms. Atchley asked where the funds come from for this program. Dr. Nancy Renn, Interim Director for the School of Nursing, responded that the funding comes from a reallocation from a program that is going away.

Dr. Goesling expressed appreciation for this program and for the opportunity of advancement beyond the masters' level.

5. Idaho State University – Partnership with College of Idaho**BOARD ACTION**

M/S (Westerberg/Soltman): To approve the Memorandum of Understanding between Idaho State University and the College of Idaho for the purpose of offering a joint Physician Assistant Studies Program on the College of Idaho Caldwell campus in substantial conformance to the form submitted as attachment 1. The motion carried unanimously.

Mr. Lewis asked if they have conferred with the other university in the region about the program. Dr. Hatzenbuehler responded it is an expansion of an existing program and not a new program. Mr. Lewis asked additional questions on whether ISU is in alignment with Board policy III.Z. Ms. Grace clarified for Board member Lewis that Board Policy III.Z. provides that ISU has the statewide responsibility for the physician assistant (PA) program and that ISU is in alignment with the Board policy.

6. Accountability Oversight Committee Appointments**BOARD ACTION**

M/S (Westerberg/Atchley): To reappoint Accountability Oversight Committee member Christine Donnell to a 2-year term beginning July 1, 2012 and ending June 30, 2014. The motion carried unanimously.

7. Value of Research to Postsecondary Education Report

Tracie Bent from the Board office provided an overview on this informational item. Ms. Bent indicated the report provided to Board members is based on the initial request from the May 2011 Board Retreat. An initial report was brought to the Board in October 2011. From there came a request for additional information and that the vice presidents of research (VPRs) work with the IRSA Committee. In doing so, the VPRs established some additional matrix which is the hard data found in the later portion of the report.

Mr. Soltman asked what the IRSA Committee intends to do with the report and desired clearer information. Mr. Westerberg responded that the Committee intended the report be for the edification of the Board relative to the question of the value of research in the overall subject of education; it was intended to show that research has value and how it has value in the overall education mission of the institutions. Ms. Atchley responded that there is a need for a clearer picture on the findings of the report.

Mr. Westerberg suggested forwarding any questions on this item to IRSA and that additional information would be provided from the IRSA Committee and the institution VPRs.

AUDIT

1. Extension of External Audit Contract**BOARD ACTION**

M/S (Atchley/Lewis): To ratify the Audit Committee's approved contract extension with Moss Adams for three (3) years through execution of the Fifth Amendment to Agreement for Audit Services, as submitted. The motion carried unanimously.

Ms. Atchley extended thanks to the internal auditing group as well as BSU and ISU for their help with LCSC in working through its risk assessment. She recognized their efforts and thanked them on the Board's behalf for their work. Ms. Atchley indicated they will either need to renew their contract or seek other proposals at the end of this contract extension in three years.

BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR) - Section I – Human Resources1. Boise State University – Multi-Year Employment Agreement – Head Women's Volleyball Coach**BOARD ACTION**

M/S (Terrell/Soltman): To approve the request by Boise State University to enter into a multi-year employment agreement with Shawn Garus, Head Women's Volleyball Coach, for a term commencing July 1, 2012, and terminating January 31, 2015, in substantial conformance with the agreement submitted to the Board as Attachment 1. The motion carried unanimously.

2. Chief Executive Officer Employment Agreements/Terms**BOARD ACTION**

M/S (Westerberg/Soltman): To approve the amended employment agreement for Dr. Nellis as President of the University of Idaho, incorporating the salary approved at the May 2012 Special Board meeting and extending the current contract term for one (1) additional year, as submitted. The motion carried unanimously.

M/S (Westerberg/Goesling): To approve the amended employment agreement for Dr. Kustra as President of Boise State University, incorporating the salary approved at the May 2012 Special Board meeting and extending the current contract term for one (1) additional year, as submitted. The motion carried unanimously.

M/S (Westerberg/Lewis): To approve the amended employment agreement for Dr. Vailas as President of Idaho State University, incorporating the salary approved at the May 2012 Special Board meeting and extending the current contract term

for one (1) additional year, as submitted. The motion carried unanimously.

M/S (Westerberg/Lewis): To approve the amended employment agreement for Dr. Fernandez as President of Lewis-Clark State College, for a term of three years and incorporating the salary approved at the May 2012 Special Board meeting. The motion carried with a six-to-one vote. Dr. Goesling voted nay.

M/S (Westerberg/Soltman): To approve the amended employment terms for Dr. Rush as Executive Director of the Idaho State Board of Education, setting the salary at \$58.76/hr or \$122,220.80 annually. The motion carried unanimously.

BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR) - Section II – Finance

1. FY 2013 Line Item Budget Requests

BOARD ACTION

Mr. Westerberg asked for unanimous consent to modify the original motion to read:

M/S (Westerberg/Terrell): To approve Occupancy Costs and the funding levels associated with Unfunded EWA as FY 2014 line items for the college and universities, and to direct the college and universities to identify specific line item expenditures related to the EWA funding levels along with one other top priority line item for Board consideration at the August meeting and to approve the FY 2014 line items as listed on the Line Items Summary at Tab 1 pages 4-5. The motion carried unanimously.

Mr. Westerberg introduced the item and provided a brief explanation of the motion. He indicated the recommendation is to approve the occupancy costs and funding levels associated with unfunded EWA today, and leave the additional line item request to come before the Board in August for approval. Mr. Lewis asked for clarification on the second portion of the motion. Mr. Freeman clarified that the pages referred to in the second part of the motion are for the community colleges, agencies and special programs. Dr. Rush clarified that creating a blank for each line item allows for return to the item to make change or do something different.

2. FY 2012 Intercollegiate Athletics Budget Report

BOARD ACTION

M/S (Terrell/Goesling): To accept the Athletics Operating Budget reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College, as presented. The motion carried unanimously.

Mr. Terrell introduced the item and asked the institution presidents to come forward for discussion. President Nellis reported that the University of Idaho budget presented was a balanced budget and they are pleased with it. President Vailas reported Idaho State

University is in a positive cash flow this year and their infrastructure is improving as well. President Kustra reported Boise State University's budget is balanced, but with leaving the Mountain West Conference they forfeited that conference's distribution. Settlement and contribution dollars helped with balancing the budget despite the Mountain West forfeiture. President Fernandez reported Lewis-Clark State College has a positive balance on the balance sheet.

Mr. Lewis asked Dr. Kustra if there were other issues that played into BSU's operating budget given the loss of the Mountain West Conference. Dr. Kustra responded the gap from the Mountain West Conference was filled with settlement, contribution and Bronco Athletics Association (BAA) dollars. Ms. Pearson clarified that for FY12 the operating budget is positive. In FY 13 they are anticipating a revenue hit with the loss of the Mountain West Conference. For FY13 they have additional contributions that will help cushion the budget and as they get into that year, they will be able to give a better assessment on what the impact will be.

Mr. Lewis commented that even with the contributions there will be a shortfall, and asked if this would continue into the following year or just be a one-time event. Ms. Pearson responded it is a one-time event due to the Mountain West Conference exit and they will realize other conference revenues in FY14.

3. Amendment to Board Policy – Section III.T. and V.X. – First Reading

BOARD ACTION

M/S (Terrell/Goesling): To approve the first reading of proposed amendments to Board Policy moving Section III.T., paragraphs 1-4, Intercollegiate Athletics to Section V.X., Intercollegiate Athletics, and renumber Section III.T.5., Student Athletes – Conduct, as Section III.T.1., with all revisions as presented. The motion carried unanimously.

4. Universities' Intellectual Property Policy

BOARD ACTION

President Edmunds requested unanimous consent to postpone this agenda item and the motion until revised motion language was presented in writing for the BAHR chair and Board members later during this meeting. There were no objections.

M/S (Atchley/Goesling): To approve the Intellectual Property policies of the University of Idaho, Boise State University and Idaho State University as submitted and to direct the institutions to collaboratively develop and implement a system wide research and technology transfer organization similar to the WiSys model. A roll call vote was taken on the revised motion which failed with a three-to-four vote. Dr. Goesling, Mr. Lewis, Mr. Westerberg and President Edmunds voted against the amended motion. Mr. Luna abstained from voting on account of his absence during

discussion.

M/S (Terrell/Lewis) Mr. Terrell requested unanimous consent for the item to go back to the IRSA committee. The motion carried five to two. Mr. Westerberg and Ms. Atchley voted nay on the motion. Mr. Luna abstained from voting.

President Nellis commented on the amended motion indicating that they would like to determine the feasibility if this will work for Idaho rather than being directed to do it without that determination. Dr. Kustra echoed the remarks of Dr. Nellis and added it would be wise to study the feasibility of such things rather than jumping right into them.

Ms. Atchley clarified her thoughts behind the proposed amendment. She felt that it was too easy to look at feasibility for a long time and to resist the change; she felt there is a need to move forward on intellectual property.

Dr. Nellis responded suggesting the Board set a deadline for the feasibility phase. Mr. Lewis felt that what we are talking about is potentially far more complex than it may appear and it would take a substantial amount of work. He supported the recommendation of Dr. Nellis about requesting a deadline in determining feasibility. Dr. Goesling recommended returning this item to the President's Council for a report back to the Board at the October meeting. Mr. Lewis urged the group to move carefully on this item and to give it thoughtful consideration and whether it is consistent with what we want to see happen as a system.

There was further discussion after the vote on the original motion. Mr. Lewis asked if during the development of the policies the institutions worked with any industry consortiums or groups to develop the policy and to get a view from private industry. Representatives for each of the institutions responded that they had worked with advisory groups on this policy.

Mr. Lewis commented there is tremendous tension in the intellectual property arena and provided an illustrative example of an infringement lawsuit and background for his concern. Mr. Lewis asked if in their policy there is a statement that the goal is to interact with industry in a collaborative way that helps provide real benefits and technology transfer developments with those institutions for the purpose of economic development of those institutions within the state. President Nellis responded this work is being guided by Board Policy II.B., where it says "the Board claims ownership of any intellectual property development for any of the following circumstances . . .".

Mr. Westerberg expressed concern as well on the institution policies that may not have been vetted or collaborated on. Mr. Satterlee spoke to Mr. Lewis' concern and said they would not be opposed to making sure the policy statements are more clearly stated. Ms. Atchley commented that with the institutional input it might be an incentive to develop an insulating intellectual property policy.

There was extensive discussion around this item and what should be done with it. Mr. Terrell recommended the item return to committee for further development and

discussion. President Edmunds recommended the item go back to IRSA.

5. Board Policy V.R. – Professional Fees – Second Reading

BOARD ACTION

M/S (Terrell/Soltman): To approve the second reading of proposed amendments to Board Policy Section V.R.3.b.iv., Professional Fees, as presented in Attachment 1. It is the intent of the Board that all current Board-approved professional fees would be grandfathered in under this policy. The motion carried unanimously.

6. Board Policy V.R. – Professional Fees – Second Reading

BOARD ACTION

M/S (Terrell/Soltman): To approve the second reading of proposed amendments to Board Policy Section V.R.3.b.v., Self-Support Certificate and Program Fees, with the following changes: (1) in V.R.3.b.v.3) strike the phrase “at the same meeting institutions submit proposals for tuition and fees,” and (2) change V.R.3.b.v.4) to provide that an audit is required every three years instead of annually. It is the intent of the Board that all current Board-approved self support fees would be grandfathered in under this policy. The motion carried unanimously.

Mr. Freeman offered some information about the materials provided to Board members, summarized staff comments and recommended the motion.

Ms. Pearson requested, as they continue to add self-support programs that they have some flexibility in setting those fees based on what the financials indicate they need to charge.

Mr. Freeman clarified for the Board that once the self-support program fee is approved, any subsequent increase in the fee would require Board approval. It is not an annual review; just if there is any increase.

Mr. Luna joined the meeting at 2:30 at which time the meeting returned to item 4 of the BAHF Finance agenda.

7. Boise State University – Charter Agreement – Frontier Airlines

BOARD ACTION

M/S (Terrell/Soltman): To approve Boise State University’s request to enter into an agreement with Frontier Airlines for air charter services for the 2012-2016 football seasons and authorize the Vice President for Finance and Administration to execute the current agreement and renewal agreements through 2016. The motion carried unanimously.

8. Boise State University – Self-Support Funding for Twin Falls Baccalaureate Programs**BOARD ACTION**

M/S (Terrell/Soltman): To approve the request by Boise State University to move the following Twin Falls baccalaureate programs to the self-support model effective fiscal year 2014:

- **Bachelor of Business Administration – Accountancy**
- **Bachelor of Business Administration – General Business**
- **Bachelor of Arts or Science – Criminal Justice**
- **Bachelor of Social Work**

The motion carried unanimously.

Mr. Lewis tied this request back to what was approved under item 6 which are the rules relating to self-support academic program fees. He asked Ms. Pearson for an explanation if the request meets the requirement set forth on Tab 6, page 3, item B.

Ms. Pearson indicated they did vet this item and felt comfortable bringing this degree under this policy because the program occurs offsite from the campus. The interest of turning this program into the self-support category is to say students will not pay the recreation center fees and all the money would go into the instructional part of the program. She indicated they feel this is more beneficial to the student. Currently faculty are paid from appropriated funds.

Mr. Lewis asked if the fee would be no different than the per-credit charge that they would otherwise pay as part of their tuition. Ms. Pearson responded that question would be difficult to respond to in case the program costs changed in Twin Falls and needed to be adjusted. The intent is to stay within the current fees that Boise State students pay.

Mr. Lewis asked if the program complies with each of the criteria in the policy. Ms. Pearson responded on each of the criteria and indicated they are substantially compliant.

Mr. Freeman pointed out these are degree completion programs for students who have already received their associates degree.

Ms. Grace clarified the intent of this request regarding the students who don't have access to the recreation center and additional services that students on campus do. It was intended for the institution to have a better ability to manage the program.

There was additional dialogue regarding this item. Ms. Pearson indicated that when this program was developed there was not a self-support policy. They believe they are following standard process for an undergraduate program and all of the fees would go where they are supposed to go according to Board policy.

Mr. Lewis felt there is a better solution for this situation. He felt the problem being dealt with is not directly related to the self-support mechanism. He suggested the committee may want to develop a policy for this kind of scenario. President Edmunds recommended returning the item to the BAHR committee to work with the FVPs on the item.

9. Boise State University – Six Year Capital Improvement Plan Amendment

BOARD ACTION

M/S (Terrell/Soltman): To approve the Six-Year Capital Improvement Plan as amended for Boise State University. The motion carried unanimously.

10. Idaho State University – Issuance of General Revenue Refunding Bonds

BOARD ACTION

M/S (Terrell/Westerberg): To approve a Supplemental Resolution for the Series 2012 Bonds, the title of which is as follows: A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Idaho State University authorizing the issuance and sale of General Revenue and Refunding Bonds, Series 2012, in the principal amount of up to \$28,280,000; authorizing the execution and delivery of a Bond Purchase Agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2012 Bonds. A roll call vote was required. The motion carried unanimously.

Mr. Fletcher from Idaho State University provided an overview for the Board members of the proposed bond refinancing. He shared some new news related to the item, indicating that according to the financial advisors, this is the best time in the market in 40 years to refinance and the interest rates will reflect that. He also commented that the report on the University's rating from Standard and Poor's was as good as the rating report provided by Moody's. Mr. Fletcher indicated that they are not extending the maturities of any of the offerings, they are being held until 2023 which is the same as their current offerings. They have no plans to further extend their debt capacity by making additional bond offerings.

Mr. Lewis asked if the maturity schedule was the same as the bonds they have replaced. Mr. Fletcher responded it was.

President Edmunds asked about the 8% mark related to bonded indebtedness. Mr. Freeman clarified that the accrediting body recommended a ceiling and the 8% was what was agreed upon by the institution finance officers. Mr. Lewis added that the discussion occurred several years ago and the finance officers from the institutions recommended it as an appropriate level. Mr. Terrell indicated the BAHR Committee would review the percentage related to bond indebtedness further.

Dr. Goesling commented that now would be a good time for other institutions to be looking at refinancing bonds. He also asked if BAHR should discuss the possibility of having a Board issued bond to help catch up on the backlog of maintenance items. Mr. Terrell responded that the refinancing of bonds is left up to the Vice Presidents of Finance at the institutions and that the Board does not involve itself in that. Mr. Freeman indicated the Idaho State Building Authority has been refinancing a number of 2003 bonds related to projects on each campus recently, and regarding deferred maintenance, there will be future discussions on this subject with the Idaho State Building Authority.

11. Idaho State University – Athletic Outdoor Field Renovation Project

BOARD ACTION

M/S (Terrell/Westerberg): To approve Idaho State University’s six-year capital construction plan as amended and to authorize the University to proceed with planning and design for an athletic outdoor practice field renovation project for a cost not to exceed \$140,000. The motion carried unanimously.

12. University of Idaho – College Street Property Improvement Project

BOARD ACTION

M/S (Terrell/Goesling): To approve deeds of dedication to the City of Moscow in substantial conformance to the forms submitted to the Board in Attachment 1, and to authorize the University’s Vice President for Finance and Administration to execute these documents. The motion carried unanimously.

13. University of Idaho – Dependent Tuition/Fee Reduction

BOARD ACTION

M/S (Terrell/Soltman): To waive Board policy V.R.3., and to approve the request by the University of Idaho to create a Dependent Tuition and Fee Benefit as set forth in Attachment 2 as submitted to the Board. The motion carried unanimously.

Mr. Westerberg asked if they see this as an employee benefit or as increased enrollment. Mr. Smith from the University of Idaho responded they see it as an employee benefit.

LATE AGENDA ITEM

Business Affairs and Human Resources

1. University of Idaho – Collaborative Research and Marketing Agreement

BOARD ACTION

M/S (Terrell/Soltman): To approve the request by the University of Idaho to enter into the collaborative research and marketing agreement with Limagrain Cereal Seeds, LLC in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the university's Vice President for Finance and Administration to execute the Agreement and all necessary documents ancillary to the Agreement. The motion carried unanimously.

Mr. Lewis asked how the new technology is to be marketed. Kent Nelson from the University of Idaho responded that the marketing aspect uses a series of licensing agreements back and forth between the university and Limagrain for plant varieties that come from this research. It is being done in conjunction with the Wheat Commission.

Ms. Atchley asked if they have concerns about the limited liability corporation (LLC) structure in terms of having assets if this agreement doesn't work as planned. Mr. Nelson responded they will require insurance and are also supported by the Limagrain of France. If they fail at some point, the university has the option to pull back their licenses and continue their research.

DEPARTMENT OF EDUCATION

1. Superintendent's Update

Superintendent of Public Instruction, Tom Luna, provided a brief update from the State Department of Education (SDE). He updated the Board on one of the components of Students Come First and the implementation of it. They are moving high schools to a one-to-one ratio of students to mobile computing devices. They will begin implementing and delivering the laptops to the schools; September of 2013 is when students start receiving these devices. They will furnish 1/3 of the high schools per year over a three year period. The schools were polled to determine who would like to be in the first third and 85% responded; from there they used a detailed process to narrow it down to 1/3. They are currently in the process of selecting the provider and that should be announced in July 2012.

2. Temporary Proposed Rule IDAPA 08.02.01.250, Rules Governing Uniformity, Fractional ADA calculations and payments, and division of ADA for Dual Enrolled Students

BOARD ACTION

M/S (Luna/Soltman): To approve the temporary and proposed changes to IDAPA 08.02.01.250, Rules Governing Uniformity, Fractional ADA Calculations and Payments as submitted. The motion carried unanimously.

3. Proposed Rule – IDAPA 08.02.02.016 – Mathematics In-Service Program Waiver

BOARD ACTION

M/S (Luna/Soltman): To approve the proposed rule changes to IDAPA 08.02.02.016 Rules Governing Uniformity, providing waivers from the State of Idaho Math In-service Requirement as submitted. The motion carried unanimously.

Mr. Luna indicated the proposed rule ensures that state resources in providing the MTI course are focused on current teachers. Therefore, the proposed rule would offer a waiver to those educators who are not currently employed or live outside of the state of Idaho from taking the MTI course. The rule also offers a standard three year interim certificate for those educators who move to the state and haven't taken the MTI course to be certified while they take the course.

Mr. Lewis asked if anyone who lives outside the state could get a waiver. Mr. Luna responded that this allows those who live outside the state to keep their certificate current and if they return to Idaho to teach, it allows them three years to get their MTI certificate. There was further discussion about the language of the rule and Mr. Luna recommended it have a language clarifying change when it returns for the second reading.

4. Temporary Proposed Rule – IDAPA 08.02.03.105 – On-Line Learning Requirement for High School Graduation

BOARD ACTION

Mr. Luna requested unanimous consent to withdraw the original motion. There were no objections. He then stated a revised motion.

M/S (Luna/Lewis): To approve the Temporary/Proposed rule IDAPA 08.02.03.105 with the amendment to section to 01.d. allowing students to be exempt from the final year of high school math requirement if they have taken six (6) credits of math prior to the fall of their final year of high school including at least two (2) semesters of an Advanced Placement or Dual Credit calculus or higher level course. The motion carried unanimously.

Mr. Luna indicated the proposed change concerning online graduation requirements will allow those students graduating in 2016 to use either asynchronous or synchronous online classes to fulfill their online learning graduation requirement. For the math graduation requirements, students will be able to appeal to their local school district board of trustees to not take math in their senior year of high school if they have met the requirements as outlined in the proposed revisions. This rule is a temporary rule because if a proposed rule were approved instead, the change would not go into effect until the end of the 2013 after the legislative session.

Mr. Luna indicated that for some students who are advanced, providing them an opportunity to not take math their senior year opens up more advance opportunities. He summarized for Board members the materials they received showing the level of math a student must take before graduating from high school. The question is for those who

are accelerated math students seeking to be waived from math their senior year, what higher levels of math does the Board want them to accomplish. The math 170 calculus course is what is currently recommended.

5. Proposed Rule – IDAPA 08.02.03.118 – Rules Governing Thoroughness, Curricular Materials Selection and On-Line Course Approval

BOARD ACTION

M/S (Luna/Atchley): To approve the proposed rule changes to IDAPA 08.02.03.118 as submitted. The motion carried unanimously.

Mr. Luna commented the approval process for textbooks has been a fee based system. For approval of text books, there will be no additional fiscal impact, merely a codification of existing practice. For online course review, the funds generated will help defray the cost of completing those reviews.

6. Proposed Rule – IDAPA 08.02.03.160 – Rules Governing Thoroughness, Safe Environment and Discipline

BOARD ACTION

M/S (Luna/Goesling): To approve the proposed amendment to IDAPA 08.02.03.160, Rules Governing Thoroughness, Safe Environment and Discipline as submitted. The motion carried unanimously.

Mr. Luna commented this rule will help to ensure that Idaho public schools provide and support a safe environment conducive to learning that promotes healthy relationship skills and opportunities for Idaho students and addresses the growing problem of adolescent relationship abuse and sexual assault in Idaho schools.

He said this rule will have local districts add adolescent relationship abuse and sexual assault prevention to their current comprehensive Safe Environment and Discipline policies and procedures and review these policies annually and update them based on current research and practices. Training, sample policy language, and resource information/materials will be supported by SDE and community partners, including the Idaho Coalition Against Sexual and Domestic Violence and its project, the Center for Healthy Teen Relationships.

7. Elementary and Secondary Education Act (ESEA) Waiver – Cut Scores for College Readiness Approval

BOARD ACTION

M/S (Luna/Goesling): To approve the College Entrance/Placement Exam Benchmarks and encompassing goals as part of the ESEA Waiver as submitted. The motion carried unanimously.

Mr. Luna summarized this rule deals with the state Board setting a benchmark score that will be used in the five-star rating system for high schools, specifically those that have grade twelve. On the Star Rating point matrix in the first year, all five points possible will be awarded to schools that have 25% of their students hit the sub-score or the composite benchmark for any of the four eligible tests: ACT, SAT, ACCUPLACER or COMPASS. The points awarded scale down from there and are included in Attachment 3. Over the next three years, the percentage of students meeting this benchmark is recommended to increase by 10%.

There was some discussion about the benchmarks. Mr. Luna responded that they look at two things. They have to hit the target for each of the sub categories or they have to receive a composite score of 1550 or higher. He went on to further explain some details of the materials handed out to Board members and was assisted by Ms. Grace in clarifying that information.

Ms. Atchley asked why the community colleges have higher numbers for success than the four-year institutions. Ms. Grace responded that the intent of the tests is to assess students' content knowledge at a point in time. They will be looking at those scores to assess if they have the right benchmarks in place.

There was further discussion around the rating process. Ms. Atchley asked if this would be an on-going process. Mr. Luna responded it was limited to a three year process. Mr. Lewis reminded the Board members what a great thing it is to have these tests and entrance exams to help students and also to use them as an accountability tool. Mr. Luna added that it has been ten years where we have only had one measure to determine how schools were doing academically and now we have multiple measures and rankings; commenting it has been a step in the right direction.

8. Excision-Annexation of Property – Lakeland/Coeur d'Alene School Districts

BOARD ACTION

M/S (Luna/Soltman): To accept the findings and conclusions of the hearing officer and to approve the excision and annexation of property from the Lakeland School District to the Coeur d'Alene School District. The motion carried unanimously.

9. Northwest Nazarene University – Proposed Online Teaching Endorsement Program Approval

BOARD ACTION

M/S (Luna/Terrell): To accept the Professional Standards Commission recommendation to conditionally approve the Online Teaching Endorsement program offered through Northwest Nazarene University. The motion carried unanimously.

Mr. Luna commented that in order to maintain status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, Northwest Nazarene University must have all new programs reviewed for State approval.

OTHER BUSINESS

There being no further business, a motion to adjourn was entertained.

M/S (Edmunds/Goesling): To adjourn the meeting at 4:41 p.m. The motion carried unanimously.

**WORK SESSION
AUGUST 15, 2012**

TAB	DESCRIPTION	ACTION
A	MEDICAL EDUCATION FUTURE DIRECTION	Information Item
B	ECONOMIC IMPACT/TYPE OF DEGREE	Information Item
C	FIVE YEAR PLAN	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

SUBJECT

Board Direction to the Medical Education Subcommittee of the Board

REFERENCE

January 26, 2009

Move to delete recommendation number 5 from Attachment 1 and renumber items 6-11 to read items 5-10. And, in doing so, to approve the Report of Findings and Recommendations of the State Board of Education Medical Education Study Committee contained in Attachment 1, and to direct that the Report be forwarded to the Governor and the Legislature.

April 16-17, 2009

The State Board of Education provided instruction to the Medical Education Subcommittee with this motion: To embrace the principles that appear in the Board materials, as prepared by Board members and staff, and that the Board refers the matter to a medical education subcommittee of the Board that will work out the implementation plan, engaging appropriate stakeholders.

BACKGROUND/DISCUSSION

The Board has been engaged with stakeholders and the institutions for a number of years about how to best provide medical education in the state. In 2009, a paper containing findings and a series of recommendations was presented to the Board by the Medical Education Subcommittee. The Board adopted the specific recommendations in January and asked the medical education subcommittee to work out an implementation plan in April. Those recommendations included expanding residencies, increasing the number of medical education seats and developing a long range strategy for expanding medical education in the state. When the economy weakened, these efforts were significantly slowed. The Board did proceed with a study conducted by WWAMI on the best ways to expand medical education seats as well as some efforts to enhance residencies.

The Medical Education subcommittee is looking for some guidance from the Board as to how to proceed with recommendation number 4: The State Board of Education will oversee an initiative to engage all stakeholder groups (ISU, UI, BSU, LCSC, University of Washington, VA Medical Center, the hospitals, and the Idaho Medical Association) to jointly develop a collaborative and comprehensive plan for establishment of a 4-year, Idaho based MD program.

IMPACT

This direction will help the Board's Medical Education Subcommittee focus its efforts.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

ATTACHMENTS

Attachment 1 – Recommendations developed in 2009/Status

Page 3

BOARD ACTION

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

State Board of Education Medical Education Study Committee
Board-approved Recommendations
January 7, 2009

Status as of May 2012

1. 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.

Status:

The Boise Internal Medicine (BIM) residency accepted its first incoming class of interns in FY 2011. The program will have 8 interns, 8 R2s and 8 R3s. State funding was requested in FY 2011 and FY 2012. No funding was appropriated.

Coeur d'Alene Family Medicine Residency has an planned start for 2014 at 6 residents per year. No State funding has been requested to date.

2. Immediately increase the State funding support for Idaho WWAMI students to expand the number of seats from 20 per year to 40 per year (adding 10 per year over the next two years) and encourage the WWAMI program to establish the full four years of medical education opportunity in Idaho.

Status:

No State funding has been requested or appropriated for expansion of WWAMI seats.

In November 2009 the Medical Education Study Committee charged the University of Washington School of Medicine (UWSOM) to proceed with a self-funded study of expanding the first-year class size in Idaho and establishing a second-year class in Idaho. UWSOM completed phase one (feasibility) of its study in November 2010 and phase two (cost analysis) in November 2011.

3. Expand the total number of medical seats for Idaho sponsored students to between 60 to 90 per year (an aggregate total of 240 to 360) as soon as practicable through partnerships with WWAMI, WICHE, University of Utah, osteopathic schools and other medical schools taking into consideration the following factors:
 - a. Quality
 - b. Return rate
 - c. Cost effectiveness
 - d. Retention

Status:

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

No State funding has been requested or appropriated for expansion of Idaho sponsored medical school seats.

4. The State Board of Education will oversee an initiative to engage all stakeholder groups (ISU, UI, BSU, LCSC, University of Washington ,VA Medical Center, the hospitals, and the Idaho Medical Association) to jointly develop a collaborative and comprehensive plan for establishment of a 4-year, Idaho based MD program.

Status:

In November 2009 the Medical Education Study Committee charged the University of Washington School of Medicine (UWSOM) to proceed with a self-funded study of expanding the first-year class size in Idaho and establishing a second-year class in Idaho. UWSOM completed phase one (feasibility) of its study in November 2010 and phase two (cost analysis) in November 2011.

5. Encourage medical school admission committees to use selection criteria for admission into Idaho sponsored medical seats which maximize potential for practice in primary care and rural areas.

Status:

Currently, Idaho students applying to the WWAMI program are interviewed and selected by the Idaho Admissions Committee (IAC) – made up of four Idaho physicians appointed by the State Board of Education. The IAC evaluates applicants' motivation for primary care as part of the interview process, taking into consideration information known to predict a primary care specialty choice such as demonstrated activities with underserved communities and rural upbringing.

UWSOM admissions criteria evaluate applications against minimum and average standards in the following eight specific areas: GPA, MCAT score, extracurricular activities, volunteer/community service, leadership, research, physician shadowing, and patient exposure. In addition, the contract with the University of Utah School of Medicine does not include a requirement for the use of selection criteria which maximize potential for practice in primary and rural areas. The contract does provide that "The School agrees to designate at least two Idaho licensed physicians approved by SBOE to serve on the School's Admissions Selection Committee for the purpose of assisting in the selection of the Idaho resident students to be admitted pursuant to this Agreement. ... The Idaho licensed physicians will also participate as full voting members in selection deliberations involving Idaho resident student applicants." The intent of this provision is that the Idaho physicians will help screen/prioritize students with an interest in practicing in primary care and rural/underserved areas.

6. Work with sponsored medical programs to ensure that Idaho medical students participate in an Idaho rural rotation (clerkship) as part of their program.

Status:

The WWAMI program has an enduring commitment to preparing students for practice in rural and underserved areas. To that end, WWAMI has two benchmark programs which expose students to rural and underserved communities.

(1) Rural/Underserved Opportunities Program (R/UOP)

This “is a four-week, elective immersion experience in community medicine for students between their first and second years of medical school. During their 4-week rotation, students live in rural or urban underserved communities throughout ... [the WWAMI region]. They work side-by-side with local physicians providing health care to underserved populations. ... Students receive stipends, travel money and assistance with housing expenses.”

(2) WWAMI Rural Integrated Training Experience (WRITE)

This “program provides third-year students with five months of extended education in rural community practices with primary care physicians and other healthcare professionals.”²³ Students move to teaching sites throughout the WWAMI region from February through June. Students are taught by physicians in the communities and by faculty associated with UWSOM.

The UUSOM contract provides the following:

Clinical Rotations in Idaho. The School will encourage Idaho sponsored students to participate in shadowing Idaho physicians after the first year of school and will offer electives during the senior year of school. As part of the regular course of instruction for an M.D. degree, students participate in ambulatory clinical rotations during the third year of training. The parties agree that the Idaho resident students enrolled pursuant to the cooperative program covered by this Agreement shall serve such ambulatory clinical rotations at facilities in the state of Idaho, to the extent such opportunities are reasonably available. ... The coordination of such ambulatory clinical rotations shall be the responsibility of the School. The School shall report annually to the SBOE on the status of student rotations in the state of Idaho.

7. Expand and enhance the current Idaho Rural Physician Incentive Program (RPIP)

Status:

In 2012 the Legislature passed H393 which moved administration of RPIP to the Department of Health & Welfare. The legislation also increased the annual award amount from \$10,000 to \$12,500.

8. Consider providing a tax incentive for physicians practicing in rural Idaho to help recruit physicians to rural Idaho.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

Status:

No work has been put towards this recommendation to date.

9. Increase Medicaid reimbursement rates for primary care physicians.

Status:

No work has been put towards this recommendation to date.

10. Consider developing a pay-back provision for Idaho sponsored medical school seats.

Status:

Board staff authored a white paper on the efficacy of physician payback and service requirements.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

SUBJECT

Idaho's Economy and Workforce

REFERENCE

August 2010	Board established an attainment goal that 60% of Idaho's 25-34 year olds will have a postsecondary degree or certificate by 2020.
August 2011	Board reviewed data regarding Idaho's status in meeting the 60% goal by 2020, and heard strategies to meet the goal.
December 2011	Board approved the framework for Complete College Idaho: A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State, and directed staff to obtain stakeholder feedback and buy-in, and bring back the plan for approval at the June 2012 Board meeting.
June 2012	Board reviewed and approved the Complete College Idaho Plan and staff recommendations on certificate and degree production necessary to support the 60% goal.

BACKGROUND/DISCUSSION

At the June 2012 Board meeting, staff presented projections on degree and certificate production for the public institutions to support the Boards 60% completion goal. The Board approved the projections as presented.

The projections were based on data available from state and national research findings including Idaho Department of Labor, U.S. Census Bureau, and Georgetown University Center on Education and the Workforce,

Staff recommended targets for certificates, Associate's, and Bachelor's degrees based on historical trends, and an aspirational average of the highest educational attainment levels of the top seven Western Interstate Commission for Higher Education (WICHE) states.

At its June 2012 Instruction, Research, and Student Affairs (IRSA) Committee meeting, the IRSA Committee heard from both the Department of Labor and the Department of Commerce regarding Idaho's workforce needs historically, and what those trends suggest both currently and in the future. While the Department of Labor's projections suggests that the jobs in Idaho in 2018 will require a relatively low postsecondary education attainment level, the Department of Commerce is targeting industry clusters throughout the state for growth. These

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 15, 2012

clusters will require, in general, a higher level of educational attainment to attract and retain business and industry and build a more robust economy.

IMPACT

The Board's approval of certificate and degree production targets that are, in part, aspirational allow Idaho's public postsecondary institutions to be not only responsive to current workforce needs but also supportive of the state's overall direction in building a more knowledge-based economy with higher-skill, higher-wage job opportunities for Idaho citizens.

ATTACHMENTS

Attachment 1 – Hard Times – Not All College Degrees Are Created Equal Page 3
(a report by Georgetown University Center on Education and the Workforce)

STAFF COMMENTS AND RECOMMENDATIONS

Idaho's economy has experienced significant changes over the past three decades. Staff has invited two presenters to speak about those changes and what the future for Idaho's economy and workforce might look like based on decisions made by policy makers.

John Glerum, Idaho business executive, entrepreneur and former director of the BSU TechCenter, will provide an overview of how Idaho's economic drivers have shifted over the last 30 years and what Idaho's economic strengths and opportunities are moving forward.

Gynii Gilliam, Chief Economic Development Officer, for the Idaho Department of Commerce, will present information provided to the IRSA Committee at their June meeting regarding the Career Clusters the Department of Commerce has identified..

BOARD ACTION

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

HARD TIMES



COLLEGE MAJORS, UNEMPLOYMENT AND EARNINGS

NOT ALL COLLEGE DEGREES ARE CREATED EQUAL

AUTHORS:

Anthony P. Carnevale, Ban Cheah and Jeff Strohl

GEORGETOWN UNIVERSITY



Center
of Education
and the Workforce

College Majors, Unemployment and Earnings

*Not all college degrees
are created equal*

The question, as we slowly dig out from under the wreckage left by the Great Recession, is unavoidable: “Is college worth it?” Our answer: “Yes, extensive research, ours included, finds that a college degree is still worth it.” A Bachelor’s degree is one of the best weapons a job seeker can wield in the fight for employment and earnings. And staying on campus to earn a graduate degree provides safe shelter from the immediate economic storm, and will pay off with greater employability and earnings once the graduate enters the labor market. Unemployment for students with new Bachelor’s degrees is an unacceptable 8.9 percent,¹ but it’s a catastrophic 22.9 percent for job seekers with a recent high school diploma—and an almost unthinkable 31.5 percent for recent high school dropouts.

¹The combined unemployment rate for both recent college graduates and experienced Bachelor’s degree holders is 5 percent.



HARD TIMES

Here is a look at several factors that current and future college students should consider as they choose their courses:

The risk of unemployment among recent college graduates depends on their major. The unemployment rate for recent graduates is highest in Architecture (13.9 percent) because of the collapse of the construction and home building industry in the recession. Unemployment rates are generally higher in non-technical majors, such as the Arts (11.1 percent), Humanities and Liberal Arts (9.4 percent), Social Science (8.9 percent)¹ and Law and Public Policy (8.1 percent).

Unemployment in majors related to computers and mathematics vary widely depending on the technical and scientific content of the major. Employers are still hiring technical computer specialists who can write software and invent new applications. But for information specialists who use software to manipulate, mine, and disseminate information, hiring slows down in recessions. We can see the difference in unemployment between people who invent computer technology as opposed to people who use computer technology. The unemployment rate for recent college graduates in Information Systems has spiked to 11.7 percent, while the rates for majors in Computer Science and Mathematics are 7.8 percent and 6.0 percent, respectively.

Computer majors are likely to bounce back strongly as the recovery proceeds. For example, the unemployment rate for recent college graduates who major in information systems is a hefty 11.7 percent, but only 5.4 percent for experienced workers who major in Information Systems.

The Education, Healthcare, Business and Professional Services industries have been the most stable employers for recent college graduates. Unemployment rates are relatively low (5.4 percent) for recent college students who majored in Healthcare and Education because these majors are attached to stable or growing industry sectors. Recent graduates in Psychology and Social Work have relatively low unemployment rates (7.3 percent) nearly half work in Healthcare and Education. The same is true for unemployment among recent college graduates who majored in the Life and Physical Sciences (7.7 percent). More than 60 percent of these recent college graduates who are working have landed in the Healthcare, Professional Contracting Businesses or Education sectors.

Business majors have low unemployment rates (7.4 percent) with the exception of those who specialize in Hospitality Management (9.1 percent), which is hampered by the ongoing slump in Travel and Tourism. Similarly, recent graduates in Engineering do relatively well (7.5 percent unemployment), except for Civil and Mechanical Engineers who are still suffering from the deep dive in manufacturing and construction activity.

UNEMPLOYMENT IN MAJORS RELATED TO COMPUTERS AND MATHEMATICS VARY WIDELY DEPENDING ON THE TECHNICAL AND SCIENTIFIC CONTENT OF THE MAJOR.

Majors that are more closely aligned with particular occupations and industries tend to experience lower unemployment rates. Majors such as Healthcare, Education and those related to technical occupations tend to have lower unemployment rates than more general majors, like Humanities and Liberal Arts, where graduates are broadly dispersed across occupations and industries. Unemployment rates for recent graduates in Healthcare and Education are 5.4 percent compared to 9.4 percent for people who majored in Humanities and the Liberal Arts. More than three out of four people who major in Education work in the Education industry while no more than 20 percent of Liberal Arts graduates are concentrated in any single industry.

At the same time, majors that are closely aligned with occupations and industries can misfire.

For example, tying oneself to a particular major can be a problem if the associated occupations or industries collapse. Unemployment rates for recent college graduates who majored in Architecture start high at 13.9 percent and, due to its strong alignment with the collapse in construction and housing, unemployment remains high even for experienced college graduates at 9.2 percent.

As the recovery proceeds and recent college graduates gain access to work, especially in their major fields, their unemployment rates will drop substantially. Employment patterns among experienced workers who have been out of college for a while suggest that recent graduates will fare better as the recovery continues. With the exception of majors in Architecture, International Business and Theater Arts, more experienced workers have substantially lower unemployment rates and higher earnings than recent college graduates.

Graduate degrees make a quantum difference in employment prospects across all majors.

Sometimes, when unemployment is high, the best strategy to increase future employability is to go to graduate school. The unemployment rate for people with graduate degrees is 3 percent compared with a 5 percent unemployment rate for those with a BA (recent college graduates and experienced workers holding a Bachelor's degree). With the exception of majors in the arts and Architecture, unemployment rates for people with graduate degrees range between 1.9 percent and 4.0 percent. Graduate degrees tend to outperform BA's on employment in part because advanced degrees represent higher levels of human capital development and because those degrees are more closely aligned with career pathways in particular occupations and industries.

NOT ALL GRADUATE DEGREES OUTPERFORM ALL BA'S ON EMPLOYMENT, THOUGH.

For example, experienced workers with BA's in healthcare have lower unemployment rates than people with graduate degrees in every other field, except the Life and Physical Sciences. Similarly, a BA in Education can make a job seeker more employable than majors in Architecture, Humanities, Journalism, Computers, Social Science, Arts and Business who go on to graduate school.

What college graduates earn also depends on what they take. Median earnings among recent college graduates vary from \$55,000 among Engineering majors to \$30,000 in the Arts, as well as Psychology and Social Work. In our more detailed data—which drills into the broad categories to look at results for more individual, specialized majors—the variation is even more pronounced, ranging from \$60,000 for Computer Engineering graduates to \$24,000 for Physiology majors.

Majors with high technical, business and healthcare content tend to earn the most among both recent and experienced college graduates. Engineering majors lead both in earnings for recent and experienced college graduates followed by Computer and Mathematics majors, and Business majors. Recent graduates in Healthcare majors start out with high earnings, but begin to lose ground to Science, Business and Engineering as college graduates gain experience and graduate degrees. Graduate school further differentiates earnings among majors.

WHAT COLLEGE GRADUATES EARN ALSO DEPENDS ON WHAT THEY TAKE.

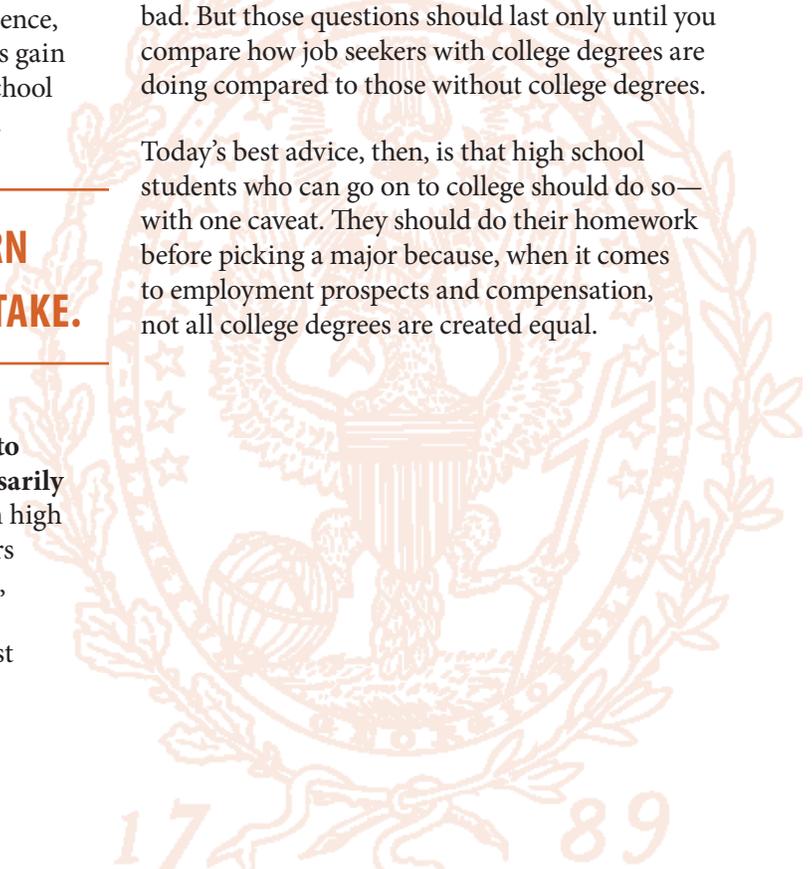
Majors that are most closely aligned with particular industries and occupations tend to have low unemployment rates but not necessarily the highest earnings. Some majors offer both high security and high earnings, while other majors trade off earnings for job security. Healthcare, Science and Business majors have both low unemployment and the highest earnings boost

from experience and graduate education. At the same time, Education, Psychology and Social Work majors have relatively low unemployment, but earnings are also low and only improve marginally with experience and graduate education.

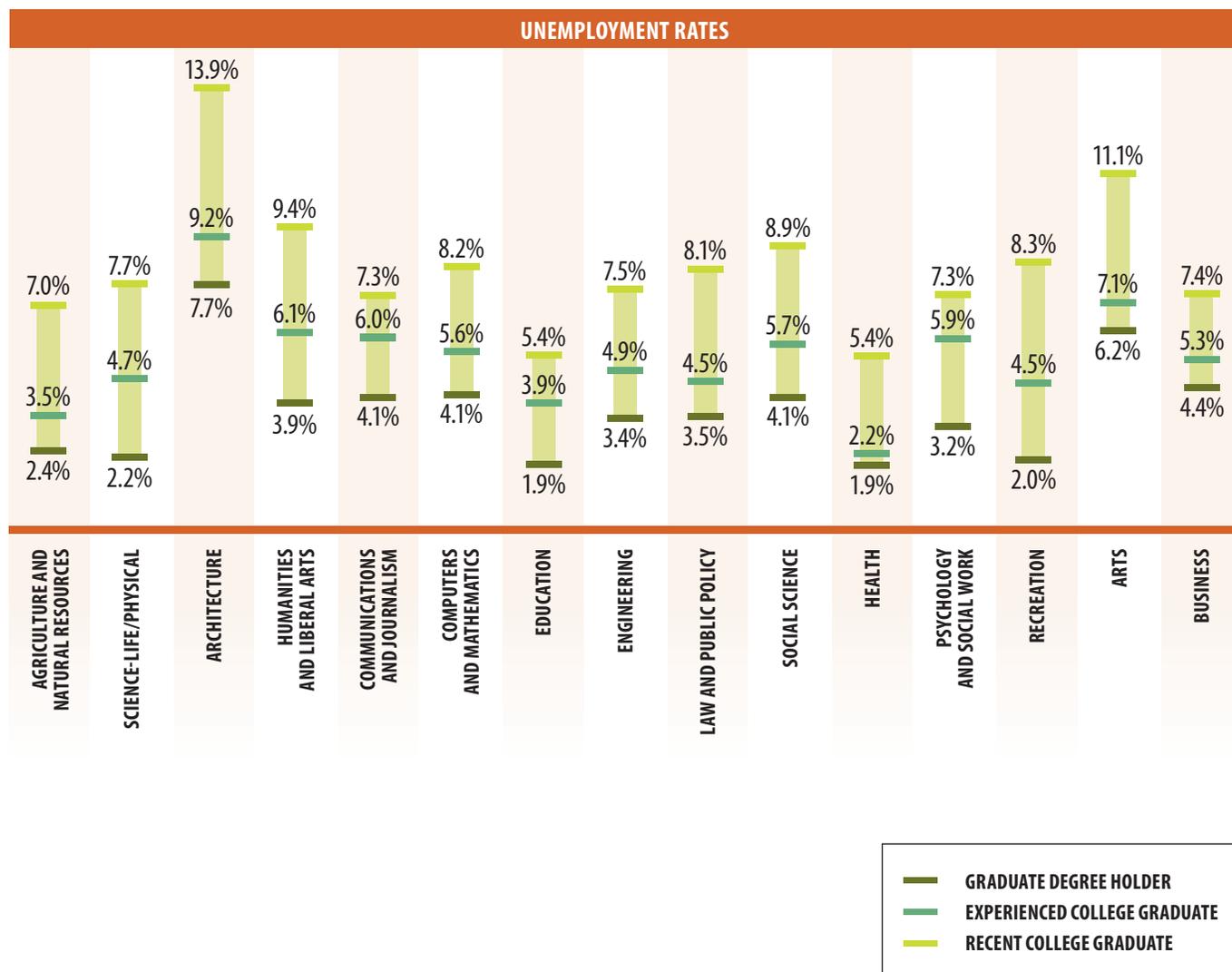
Although differences remain high among majors, graduate education raises earnings across the board. The average earnings for BA's now stands at \$48,000 compared with \$62,000 for graduate degrees. With the exception the Arts and Education, earnings for graduate workers range between \$60,000 and \$100,000.

It is easy to look at unemployment rates for new college graduates or hear stories about degree-holders forced to tend bar and question the wisdom of investing in higher education when times are bad. But those questions should last only until you compare how job seekers with college degrees are doing compared to those without college degrees.

Today's best advice, then, is that high school students who can go on to college should do so—with one caveat. They should do their homework before picking a major because, when it comes to employment prospects and compensation, not all college degrees are created equal.

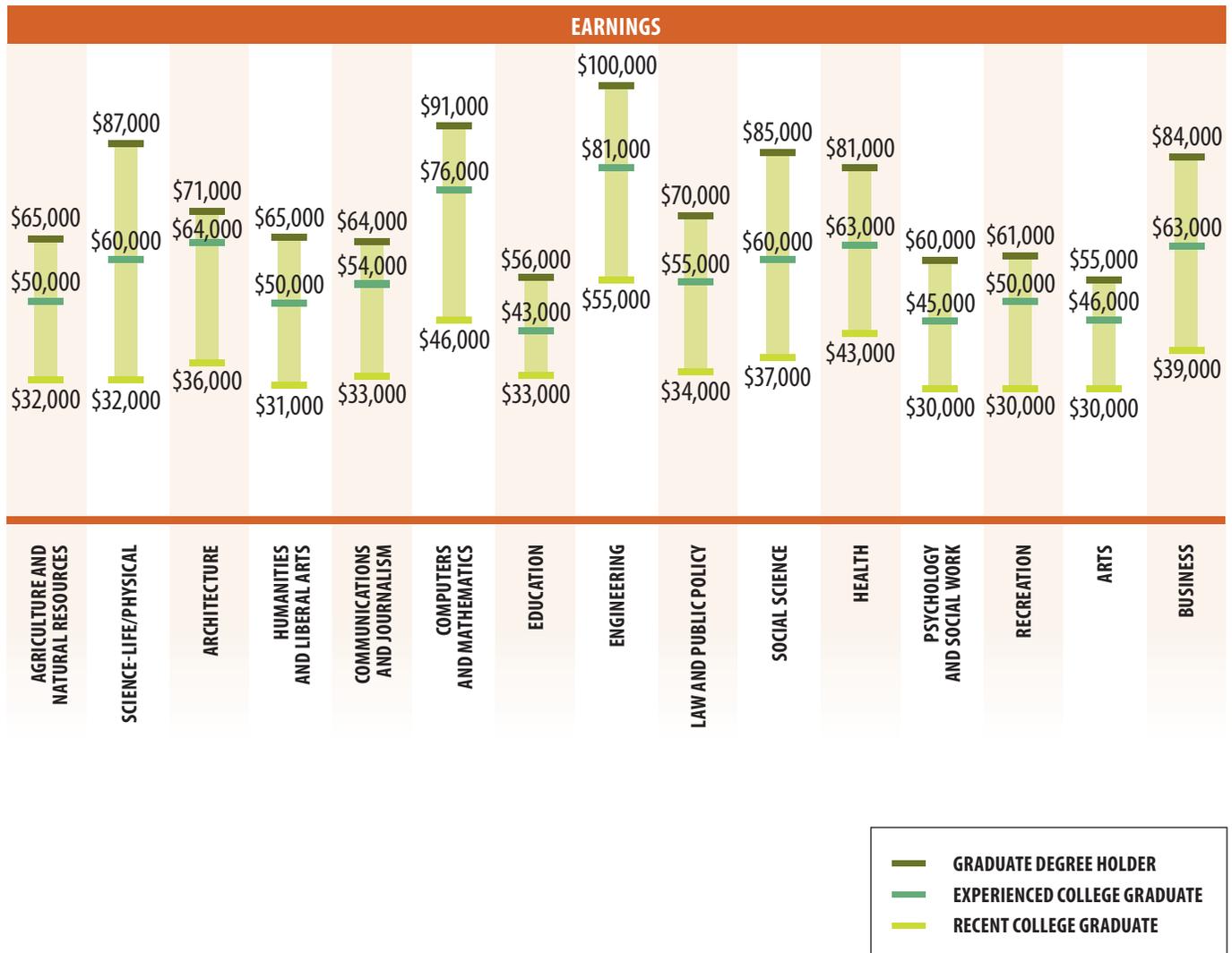


UNEMPLOYMENT RATES DECLINE AS RECENT COLLEGE GRADUATES GAIN EXPERIENCE AND GRADUATE EDUCATION



ACS 2009-2010, pooled sample. Recent college graduates are 22-26 years of age, experienced workers are 30-54 years of age. Graduate degree holders are limited to 30-54 years of age. Percent unemployed are computed based on total employed and unemployed. Earnings based on full-time, full-year workers.

EARNINGS INCREASE AS RECENT COLLEGE GRADUATES GAIN EXPERIENCE AND GRADUATE EDUCATION



ACS 2009-2010, pooled sample. Recent college graduates are 22-26 years of age, experienced workers are 30-54 years of age. Graduate degree holders are limited to 30-54 years of age. Percent unemployed are computed based on total employed and unemployed. Earnings based on full-time, full-year workers.

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
AGRICULTURE AND NATURAL RESOURCES	GENERAL AGRICULTURE	—	4.2%	—	—	\$45,000	—
	ANIMAL SCIENCES	—	3.4%	—	—	\$44,000	—
	NATURAL RESOURCES MANAGEMENT	—	5.3%	—	—	\$53,000	—
ARCHITECTURE	ARCHITECTURE	13.9%	9.2%	7.7%	\$36,000	\$64,000	\$71,000
ARTS	FINE ARTS	12.6%	7.3%	7.3%	\$30,000	\$45,000	\$55,000
	DRAMA AND THEATER ARTS	7.8%	8.8%	7.0%	\$26,000	\$45,000	\$50,000
	MUSIC	9.2%	4.5%	4.4%	\$30,000	\$45,000	\$55,000
	COMMERCIAL ART AND GRAPHIC DESIGN	11.8%	7.5%	7.1%	\$32,000	\$49,000	\$60,000
	FILM VIDEO AND PHOTOGRAPHIC ARTS	12.9%	6.7%	13.0%	\$30,000	\$50,000	\$58,000
	STUDIO ARTS	—	8.0%	—	—	\$41,000	—
BUSINESS	GENERAL BUSINESS	7.0%	4.8%	4.2%	\$37,000	\$60,000	\$85,000
	ACCOUNTING	6.8%	4.8%	3.8%	\$43,000	\$65,000	\$90,000
	BUSINESS MANAGEMENT AND ADMINISTRATION	8.1%	5.4%	4.4%	\$36,000	\$60,000	\$76,000
	OPERATIONS LOGISTICS AND E-COMMERCE	—	5.5%	—	—	\$71,000	—
	BUSINESS ECONOMICS	—	5.4%	—	—	\$77,000	—
	MARKETING AND MARKETING RESEARCH	7.3%	6.0%	5.4%	\$37,000	\$65,000	\$81,000

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS *(continued)*

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
	FINANCE	6.6%	5.2%	4.6%	\$44,000	\$72,000	\$95,000
	HUMAN RESOURCES AND PERSONNEL MANAGEMENT	—	6.6%	4.4%	—	\$60,000	\$68,000
	INTERNATIONAL BUSINESS	—	9.5%	—	—	\$60,000	—
	HOSPITALITY MANAGEMENT	9.1%	5.7%	—	\$32,000	\$53,000	—
	MANAGEMENT INFORMATION SYSTEMS AND STATISTICS	—	4.4%	—	—	\$73,000	—
	MISCELLANEOUS BUSINESS & MEDICAL ADMINISTRATION	—	6.2%	—	—	\$56,000	—
COMMUNICATIONS, JOURNALISM	COMMUNICATIONS	7.4%	6.3%	4.3%	\$34,000	\$57,000	\$65,000
	JOURNALISM	7.7%	6.0%	3.8%	\$32,000	\$58,000	\$66,000
	MASS MEDIA	8.5%	7.0%	6.7%	\$32,000	\$50,000	\$58,000
	ADVERTISING AND PUBLIC RELATIONS	7.7%	6.1%	—	\$35,000	\$57,000	—
	FAMILY AND CONSUMER SCIENCES	4.3%	4.2%	2.8%	\$30,000	\$43,000	\$59,000
COMPUTERS AND MATHEMATICS	COMMUNICATION TECHNOLOGIES	—	8.5%	—	—	\$55,000	—
	INFORMATION SYSTEMS	11.7%	5.4%	6.4%	\$43,000	\$68,000	\$80,000

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS *(continued)*

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
	COMPUTER SCIENCE	7.8%	5.6%	3.8%	\$50,000	\$81,000	\$96,000
	INFORMATION SCIENCES	—	5.1%	—	—	\$74,000	—
	COMPUTER NETWORKING AND TELECOMMUNICATION	—	6.2%	—	—	\$60,000	—
	COMPUTER ENGINEERING	—	5.0%	3.6%	—	\$89,000	\$100,000
	MATHEMATICS	6.1%	5.1%	3.6%	\$40,000	\$71,000	\$86,000
EDUCATION	GENERAL EDUCATION	6.0%	4.1%	2.4%	\$34,000	\$43,000	\$56,000
	ELEMENTARY EDUCATION	4.8%	3.4%	1.7%	\$33,000	\$40,000	\$54,000
	PHYSICAL AND HEALTH EDUCATION TEACHING	—	3.7%	2.2%	—	\$48,000	\$60,000
	EARLY CHILDHOOD EDUCATION	—	4.9%	—	—	\$38,000	—
	SECONDARY TEACHER EDUCATION	—	4.1%	—	—	\$47,000	—
	SPECIAL NEEDS EDUCATION	—	4.5%	2.0%	—	\$43,000	\$57,000
	LANGUAGE AND DRAMA EDUCATION	—	4.2%	2.2%	—	\$43,000	\$57,000
	ART AND MUSIC EDUCATION	—	3.7%	2.2%	—	\$45,000	\$57,000
	MISCELLANEOUS EDUCATION	—	4.0%	—	—	\$50,000	—

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS *(continued)*

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
ENGINEERING	GENERAL ENGINEERING	—	5.7%	3.0%	—	\$75,000	\$96,000
	CHEMICAL ENGINEERING	—	4.2%	3.5%	—	\$94,000	\$101,000
	CIVIL ENGINEERING	8.1%	4.5%	2.8%	\$50,000	\$81,000	\$96,000
	ELECTRICAL ENGINEERING	7.3%	5.2%	3.5%	\$57,000	\$90,000	\$106,000
	INDUSTRIAL AND MANUFACTURING ENGINEERING	—	5.1%	4.0%	—	\$80,000	\$99,000
	MECHANICAL ENGINEERING	8.6%	3.8%	3.5%	\$58,000	\$86,000	\$100,000
	MISCELLANEOUS ENGINEERING	—	5.8%	—	—	\$72,000	—
	ELECTRICAL ENGINEERING TECHNOLOGY	—	6.3%	—	—	\$70,000	—
	INDUSTRIAL PRODUCTION TECHNOLOGIES	—	4.0%	—	—	\$68,000	—
	MISCELLANEOUS ENGINEERING TECHNOLOGIES	—	4.5%	—	—	\$65,000	—
HEALTH	HEALTH AND MEDICAL ADMINISTRATIVE SERVICES	—	2.9%	—	—	\$56,000	—
	MEDICAL TECHNOLOGIES TECHNICIANS	—	2.1%	—	—	\$60,000	—

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS *(continued)*

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
	NURSING	4.0%	1.9%	1.6%	\$48,000	\$64,000	\$81,000
	PHARMACY PHARMACEUTICAL SCIENCES AND ADM	—	2.1%	2.0%	—	\$105,000	\$107,000
	TREATMENT THERAPY PROFESSIONS	—	1.8%	—	—	\$63,000	—
HUMANITIES AND LIBERAL ARTS	AREA ETHNIC AND CIVILIZATION STUDIES	10.1%	5.5%	4.6%	\$35,000	\$50,000	\$71,000
	LINGUISTICS AND COMPARATIVE LANGUAGE	—	10.5%	—	—	\$49,000	—
	FRENCH, GERMAN, LATIN AND OTHER COMMON FOREIGN LANGUAGES	7.9%	4.8%	3.7%	\$32,000	\$50,000	\$62,000
	OTHER FOREIGN LANGUAGES	—	—	6.8%	—	—	\$64,000
	ENGLISH LANGUAGE AND LITERATURE	9.2%	6.2%	3.9%	\$32,000	\$52,000	\$64,000
	COMPOSITION AND SPEECH	—	4.7%	—	—	\$50,000	—
	LIBERAL ARTS	9.2%	6.2%	3.8%	\$30,000	\$50,000	\$66,000
	PHILOSOPHY AND RELIGIOUS STUDIES	10.8%	6.8%	3.8%	\$30,000	\$48,000	\$62,000
	THEOLOGY AND RELIGIOUS VOCATIONS	—	3.9%	2.8%	—	\$40,000	\$50,000

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS *(continued)*

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
	ANTHROPOLOGY AND ARCHEOLOGY	10.5%	6.2%	4.1%	\$28,000	\$47,000	\$60,000
	ART HISTORY AND CRITICISM	—	8.8%	—	—	\$52,000	—
	HISTORY	10.2%	5.8%	3.9%	\$32,000	\$54,000	\$75,000
INDUSTRIAL ARTS	CONSTRUCTION SERVICES	—	5.2%	—	—	\$76,000	—
	TRANSPORTATION SCIENCES AND TECHNOLOGIES	—	4.0%	—	—	\$71,000	—
LAW AND PUBLIC POLICY	PRE-LAW AND LEGAL STUDIES	—	7.4%	—	—	\$49,000	—
	CRIMINAL JUSTICE AND FIRE PROTECTION	7.6%	4.1%	3.2%	\$34,000	\$55,000	\$66,000
	PUBLIC ADMINISTRATION	—	7.3%	—	—	\$58,000	—
PSYCHOLOGY AND SOCIAL WORK	PSYCHOLOGY- ALL	7.6%	6.0%	3.4%	\$30,000	\$48,000	\$61,000
	HUMAN SERVICES AND COMMUNITY ORGANIZATION	—	7.3%	—	—	\$39,000	—
	SOCIAL WORK	6.6%	5.8%	2.9%	\$30,000	\$40,000	\$52,000
RECREATION	PHYSICAL FITNESS, PARKS RECREATION	8.3%	4.5%	2.0%	\$30,000	\$50,000	\$61,000
SCIENCE—LIFE/ PHYSICAL	ENVIRONMENTAL SCIENCE	—	4.2%	—	—	\$55,000	—
	BIOLOGY	7.7%	4.6%	1.8%	\$31,000	\$56,000	\$87,000

DETAILED UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS *(continued)*

MAJOR GROUP	MAJOR	UNEMPLOYMENT RATES			EARNINGS		
		RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
	BIOCHEMICAL SCIENCES	—	5.9%	1.9%	—	\$69,000	\$96,000
	MULTI-DISCIPLINARY OR GENERAL SCIENCE	8.2%	4.6%	2.4%	\$35,000	\$60,000	\$80,000
	CHEMISTRY	6.6%	4.9%	2.0%	\$32,000	\$62,000	\$96,000
	GEOLOGY AND EARTH SCIENCE	—	5.1%	—	—	\$63,000	—
	PHYSICS	—	5.4%	2.8%	—	\$81,000	\$95,000
SOCIAL SCIENCE	INTERDISCIPLINARY SOCIAL SCIENCES	—	7.2%	—	—	\$45,000	—
	GENERAL SOCIAL SCIENCES	—	6.8%	—	—	\$50,000	—
	ECONOMICS	9.4%	5.7%	4.6%	\$48,000	\$76,000	\$101,000
	GEOGRAPHY	—	5.6%	—	—	\$59,000	—
	INTERNATIONAL RELATIONS	—	4.8%	4.8%	—	\$65,000	\$91,000
	POLITICAL SCIENCE AND GOVERNMENT	9.1%	6.0%	3.8%	\$35,000	\$65,000	\$90,000
	SOCIOLOGY	8.6%	5.4%	3.5%	\$32,000	\$50,000	\$60,000

ACS 2009-2010, pooled sample. Recent college graduates are 22-26 years of age, experienced workers are 30-54 years of age. Graduate degree holders are limited to 30-54 years of age. Percent unemployed are computed based on total employed and unemployed. Earnings based on full-time, full-year workers.

APPENDICES

UNEMPLOYMENT AND EARNINGS FOR COLLEGE MAJORS

MAJOR	UNEMPLOYMENT RATES			EARNINGS		
	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER	RECENT COLLEGE GRADUATE	EXPERIENCED COLLEGE GRADUATE	GRADUATE DEGREE HOLDER
AGRICULTURE AND NATURAL RESOURCES	7.0%	3.5%	2.4%	\$32,000	\$50,000	\$65,000
SCIENCE- LIFE/PHYSICAL	7.7%	4.7%	2.2%	\$32,000	\$60,000	\$87,000
ARCHITECTURE	13.9%	9.2%	7.7%	\$36,000	\$64,000	\$71,000
HUMANITIES AND LIBERAL ARTS	9.4%	6.1%	3.9%	\$31,000	\$50,000	\$65,000
COMMUNICATIONS, JOURNALISM	7.3%	6.0%	4.1%	\$33,000	\$54,000	\$64,000
COMPUTERS AND MATHEMATICS	8.2%	5.6%	4.1%	\$46,000	\$76,000	\$91,000
EDUCATION	5.4%	3.9%	1.9%	\$33,000	\$43,000	\$56,000
ENGINEERING	7.5%	4.9%	3.4%	\$55,000	\$81,000	\$100,000
LAW AND PUBLIC POLICY	8.1%	4.5%	3.5%	\$34,000	\$55,000	\$70,000
SOCIAL SCIENCE	8.9%	5.7%	4.1%	\$37,000	\$60,000	\$85,000
INDUSTRIAL ARTS	—	4.7%	—	—	\$71,000	—
HEALTH	5.4%	2.2%	1.9%	\$43,000	\$63,000	\$81,000
PSYCHOLOGY AND SOCIAL WORK	7.3%	5.9%	3.2%	\$30,000	\$45,000	\$60,000
RECREATION	8.3%	4.5%	2.0%	\$30,000	\$50,000	\$61,000
ARTS	11.1%	7.1%	6.2%	\$30,000	\$46,000	\$55,000
BUSINESS	7.4%	5.3%	4.4%	\$39,000	\$63,000	\$84,000

ACS 2009-2010, pooled sample. Recent college graduates are 22-26 years of age, experienced workers are 30-54 years of age. Graduate degree holders are limited to 30-54 years of age. Percent unemployed are computed based on total employed and unemployed. Earnings based on full-time, full-year workers.

Methodology

Data from the American Community Survey for the years 2009 and 2010 were pooled to provide a larger sample size for the estimates. The unemployment rates were then computed for each of the three groups by dividing the total unemployed with the total employed and unemployed. The earnings used are median earnings in 2010 dollars rounded to the nearest \$1,000. The three groups are: recent college graduates (those between ages 22 and 26 with bachelor degrees), experienced college graduates (those between ages 30 and 54), and graduate degree holders (those with master's degrees or higher and are between 30 and 54). Median earnings are based on those who worked more than 35 hours a week and at least 50 weeks a year. All calculations use the survey weights provided by the Census Bureau.

Acknowledgements

We would like to express our gratitude to the individuals and organizations that have made this report possible. First, we thank Lumina Foundation and the Bill and Melinda Gates Foundation for their support of our research over the past few years, and in particular, we are grateful for the support of Jamie Merisotis, Hilary Pennington, Holly Zanville, Parminder Jassal and Ann Person. We are honored to be partners in their mission of promoting postsecondary access and completion for all Americans.

We also want to thank our editor, Vic Caleca, and our designer, Woodpile Studios. Finally, we would like to thank Andrea Porter and Andrew Hanson at the Center for editorial and research assistance throughout the project.

The views expressed in this publication are those of the authors and do not necessarily represent those of Lumina Foundation or the Bill and Melinda Gates Foundation, their officers, or employees.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 15, 2012

SUBJECT

Approval of the Five-Year Plan

REFERENCE

August 21-22, 2008	Board approved the two-year update to the Eight-Year Plan
June 2011	Board approved amendments to Board Policy III.Z.

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy Section III.Z. Planning and Delivery of Postsecondary Programs and Courses, 2.a (ii)

BACKGROUND/DISCUSSION

In June 2011, the Board approved amendments to Board Policy III.Z., Planning and Delivery of Postsecondary Programs and Courses. Specific amendments clarified sections of existing policy, incorporated statewide program responsibilities, reduced the eight-year plan cycle to a five-year plan cycle, and amended the process for crafting institution plans.

Board Policy III.Z, requires institutions create an institution plan that describes all current programs and proposed programs to be offered within three years of the approval of the plan and in alignment with each institution's Statewide and Service Region Program Responsibilities. The process requires that institutions provide a level of programmatic information and specificity for each current program being offered and each proposed program as part of the five-year plan development. Historically, institutions provided this level of information during the Notice of Intent (NOI) or Full Proposal process. To align with policy requirements, Board staff amended procedures to require institutions provide detailed information at the time the plans are being crafted rather than at the proposal stage.

Board staff developed templates and instructions for institutions to use in providing specific programmatic details for each program. During this process, staff observed that much of the information being requested in the templates mirrored the information required in the NOI form. Therefore, staff considered the possibility of replacing the NOI form with the proposed program component of the Five-Year Plan given that much of the information provided at that stage was similar to the requirements in the NOI. The review of this option resulted in staff creating and implementing three new proposal forms that took the place of the NOI form and Full Proposal form entirely. These forms became effective March 2012 and include one for Baccalaureate programs, one for Graduate and Doctorate programs, and one for Other Academic Program Activity and Professional-Technical Education programs. Staff believes the creation of these forms will streamline the program approval process, create efficiencies, and most importantly provide the Board with the necessary information to make informed decisions.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 15, 2012

Consistent with Board Policy III.Z., institution's academic plans include programmatic detail for each statewide and regional program institutions propose to offer in Academic Year 2012-13 and 2013-14. This includes a needs assessment of on-going/future workforce needs for each proposed program. While policy requires institutions provide information for programs projected three years from the approval of the plan, the level of information required the first year of implementation of the five-year plan proved to be difficult for institutions to meet the timeline. Therefore, staff requested institutions forward only proposed programs for the current 2012-13 and upcoming 2013-14 academic years with the understanding that institutions will use this next year to complete the five-year plan requirement.

As part of the Five-Year Plan development process, staff coordinated a work session with the provosts and representatives from their respective regional off-campus sites on April 18, 2012. The purpose of the work session was to review draft institution plans, statewide needs, and to identify programs that could potentially be viewed as duplication or conflict with Statewide Program Responsibilities. Institutions identified programs that would require further clarification and discussion and were instructed to work through those in preparation for the Instruction, Research, and Student Affairs Committee (IRSA) meeting in June.

On June 28, 2012, draft institution plans were presented to IRSA, which included a presentation from the Idaho Department of Labor, Idaho Department of Commerce and the Idaho Workforce Development Council on workforce projections, educational needs, and their ties to business industry needs.

Board staff used the final institution plans to prepare a comprehensive plan of current programs offered by the public institutions to include proposed statewide and regional programs for the Boards review and approval.

IMPACT

The Five-Year Plan will provide a comprehensive picture of institutional academic program development. The Five-Year Plan is intended to serve as the foundation for advising and informing the Board in their efforts to coordinate educational programs throughout the State.

ATTACHMENTS

Attachment 1 – Five-Year Planning Cycle	Page 5
Attachment 2 – Five-Year Plan	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Historically, the Eight-Year Plans were viewed as a wish list of program development and expansion of existing programs. The revised Five-Year Plan has a significantly different use and purpose. Board approval of the Five-Year

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 15, 2012

Plan provides the institutions the ability to proceed to a program proposal development stage.

As part of the proposed program planning process, institutions met to discuss areas of concern and collaboration. It is important to note that there are three proposed programs listed in the Five-Year Plan which still require further discussion between institutions. Those include Boise State University's Ed.S., Educational Leadership Superintendent Endorsement Program; the University of Idaho's B.S., Natural Resource Conservation Program and their M.S., Integrated Design Program.

The University of Idaho feels BSU's proposed Educational Leadership Superintendent Endorsement program duplicates and would negatively impact their existing Educational Leadership program currently offered online (hybrid and face-to-face), in Boise. The UI feels they are meeting the demand with their program and are not turning students away.

Board staff requested that the UI provide materials that demonstrate potential impact to their existing Educational Leadership program. BSU's proposed program is a self-support cohort model and is not being proposed as an online program. Current Board policy does not assign a statewide responsibility for Education programs to any institution. Staff recommends that the Board determine whether duplication meets the needs of the state.

Boise State University feels the UI's proposed Integrated Design Program may conflict with their Community & Regional Planning and business programs. BSU's concerns also stem from the community based project aspect of the proposed program that could hinder internship opportunities for BSU students.

Board staff determined based on the information provided that the proposed program is in alignment with the UI's statewide program responsibilities; however, both institutions agreed to work collaboratively on this program.

Boise State University feels the UI's proposed generalist undergraduate degree in Natural Resource Conservation in the Boise area strongly duplicates BSU programs: BS Biology (with emphases in environmental biology, zoology, botany, and ecology, BA in Environmental Studies, BS in Geology, and BS in Geophysics).

Board staff determined that the proposed program in Natural Resource Conservation at this stage appears to be fully aligned with the UI's statewide program responsibilities.

While substantial revisions to Board Policy III.Z, and associated reporting requirements have been completed, there is still work to be done. Program titles for Statewide Program Responsibilities have changed and are dated. Staff

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 15, 2012

recommends the Board direct the IRSA committee to work with CAAP to revise and update the Statewide Program Responsibilities and that those revisions come back to the Board at their December 2012 Board meeting for approval.

Staff recommends approval of the first two years of the Five-Year Plans as submitted.

BOARD ACTION

I move to approve the first two years of the Five-Year Plan (for the current 2012-13 and upcoming 2013-14 academic years) as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FIVE-YEAR PLANNING CYCLE



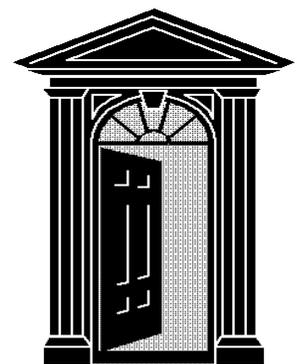
FIVE-YEAR PLANNING CYCLE

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State of Idaho
Board of Education

**Five-Year Plan for Delivery of Postsecondary Programs and
Courses**

Prepared by
The Office of the State Board of Education



STATE of IDAHO
BOARD of EDUCATION

Table of Contents

Introduction Page 9

Program Inventory Page 13

Five-Year Plan of Proposed Programs

University of Idaho Page 61

Idaho State University Page 65

Boise State University Page 69

Lewis-Clark State College (currently in the strategic planning process – no list provided) Page 71

Eastern Idaho Technical College Page 73

College of Southern Idaho (currently no programs projected within next two years) Page 75

College of Western Idaho Page 77

North Idaho College Page 79

Five-Year Plan Delivery of Postsecondary Programs

The State Board of Education established in alignment with Board Policy III.Z., a comprehensive process for the planning and delivery of postsecondary education. Consistent with this policy, institutions create an institution plan that describes all current programs and proposed programs to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities. The process requires that institutions provide a level of programmatic information and specificity for each current program being offered and for each proposed program as part of the five-year plan development.

Statewide Program Responsibility

In accordance with Board Policy III.Z.1.(b), "Statewide Program Responsibility shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program Responsibilities are assigned to a specific institution by the Board, taking into account the degree to which such program is uniquely provided by the institution."

Service Region Program Responsibility

In accordance with Board Policy III.Z.1.(d). "Service Region Program Responsibility" shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in Section III.L.3. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy."

The Five-Year Plan consists of proposed programs institutions have identified they will pursue within three years of approval of the Plan. As proposed programs are developed, institutions must follow the program review process and procedures provided in Board Policy III.G, Program Approval and Discontinuance to acquire appropriate approvals prior to implementation of new programs. If the program is to be delivered outside the institution's service region, a Memorandum of Understanding must be developed and agreed upon in cooperation with the Board's Chief Academic Officer prior to implementation of the programs.

The Plan also consists of a complete inventory of programs currently being offered by Idaho's public postsecondary institutions. Programs are listed by CIP code and then alphabetically by institution. The list includes programs, options, and degrees offered through various departments and colleges.

Consistent with Board Policy III.Z., the Plan is updated every two years. It is intended that the Five-Year Plan will provide guidance to the State Board of Education in its planning and coordination of educational programs.

Board Policy III.Z. assigns Statewide Program Responsibilities as follows:

Boise State University

Boise State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy	M.S., Ph.D.
Public Administration	Ph.D.
Urban Studies	M.S., Ph.D.
Urban Regional Planning	M.S., Ph.D.
Social Work (Southeast Region—shared with ISU)	M.S.W.
Social Work	Ph.D.

Idaho State University

Idaho State University shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	M.S., Ph.D.
Physical Therapy	M.S., Ph.D.
Occupational Therapy	M.S., M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Southwest shared w/ BSU)	M.S.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Educational Interpreting	B.S.
Master of Health Education	M.H.E.
Master of Public Health	M.P.H.
Geomatics (Surveying)	M.S.
Health Physics	B.S., M.S.
Dental Hygiene	B.S., M.S. (currently delivered in Boise)
Clinical Lab Science	B.S., M.S.

University of Idaho

University of Idaho shall have responsibility to assess and ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Law	J.D.
Architecture	M.S., B.Arch
Landscape Architecture	M.S., B.S.
Interior Design	M.S.
Agriculture <ul style="list-style-type: none"> • Animal Science • Plant Science • Agricultural Economics • Food Science • Veterinary Science 	B.S., M.S. M.S., Ph.D. B.S., M.S. B.S., M.S., Ph.D. M.S., DVM
Natural Resources <ul style="list-style-type: none"> • Forestry & Forest Products • Wildlife • Fisheries (Resources) • Conservation Science • Range Science 	B.S., M.S. (Distance Ed) B.M. B.S., M.S. B.S., M.S. B.S., M.S.

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Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CWI	Agriculture Science (added AY 2010-2011)	1.0000	AA, AS	NA	Math & Science	Nampa	Regional	Traditional
CSI	Agriculture	1.0000	AS, AA		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
CSI	Ag, Consumer and Environmental Science	1.0101	AAS, TC		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
CSI	Agribusiness	1.0101	AAS, TC, CC		Business	CSI Campus	Regional	Traditional with some portion avail online
UI	Agribusiness	1.0101	Baccalaureate	Minor	CALS	Moscow	Statewide	face-to-face
UI	Agricultural Economics	1.0103	Baccalaureate		CALS	Moscow	Statewide	face-to-face
UI	Applied Economics	1.0103	Graduate	Agricultural Economics Emphasis	CALS	Moscow	Statewide	face-to-face
UI	Applied Economics	1.0103		Natural Resources Emphasis				
UI	Applied Economics	1.0103		Agribusiness Emphasis				
CWI	Farm Business Management	1.0104	PTC	NA	Trade & Technology	Nampa	Regional	Traditional
CSI	Equine Business Management	1.0199	AS		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
UI	Agricultural Systems Management	1.0201	Baccalaureate	Minor	CALS	Moscow	Regional	Face to face/web
CSI	Animal Science Livestock Technician	1.0302	TC		Agriculture	CSI Campus	Regional	
CSI	Aquaculture	1.0303	AAS, TC, CC		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
UI	Aquaculture	1.0303		Minor	CNR	Moscow	Statewide	Traditional
UI	Sustainable Small Acreage Farming and Ranching	1.0308	Certificate		CALS	Moscow	Statewide	traditional/video link
CSI	Laboratory Assistant/Technician	1.0401	PTC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
CSI	Equine Studies	1.0507	AA, AS		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
CSI	Equine - Horse Management	1.0507	AAS				Regional	Traditional with some portion avail online
CSI	Horse Management	1.0507	AAS, TC, CC		Agriculture	CSI Campus		
CSI	Horticulture	1.0601	AA, AS		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
CWI	Horticulture Technology	1.0601	AAS, ATC, TC	NA	Trade & Technology	Boise	Regional	Traditional
CSI	Horticulture	1.0601	AAS, TC		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
UI	Agricultural Extension Education	1.0801		Minor	CALS	Moscow	Statewide	face-to-face
UI	Agricultural Science, Communication and Leadership	1.0802	Baccalaureate		CALS	Moscow	Statewide	face-to-face
CSI	Animal Science	1.0901	AAS		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
CSI	Animal Science	1.0901	AS		Agriculture	CSI Campus	Regional	Traditional with some portion avail online
UI	Animal and Veterinary Science	1.0901	Baccalaureate	Business Option	CALS	Moscow	Statewide	face-to-face
UI	Animal Physiology	1.0901	Graduate		CALS	Moscow	Statewide	face-to-face
UI	Animal Science	1.0901	Graduate	Minor	CALS	Moscow	Statewide	face-to-face
UI	Animal and Veterinary Science	1.0901		Dairy Science Option		Moscow	Statewide	face-to-face
UI	Animal and Veterinary Science	1.0901		Production Option		Moscow	Statewide	face-to-face
UI	Animal and Veterinary Science	1.0901		Science/Preveterinary Option		Moscow	Statewide	face-to-face
UI	Food Science	1.1001	Baccalaureate	Minor	CALS	Moscow	Statewide	face to face
UI	Food Science	1.1001	Graduate			Moscow	Statewide	face to face/web
UI	Food Science	1.1001		Processing Emphasis		Moscow	Statewide	face to face/web
UI	Food Science	1.1001		Business Emphasis		Moscow	Statewide	face to face/web
UI	Food Science	1.1001		Science Emphasis		Moscow	Statewide	face to face/web
UI	Food Science	1.1001		Nutrition Emphasis		Moscow	Statewide	face to face/web
UI	Plant Science	1.1101	Graduate		CALS	Moscow	Statewide	traditional/video link
UI	Crop Science	1.1102		Minor	CALS	Moscow	Statewide	traditional/video link
UI	Sustainable Crop and Landscape Systems	1.1103	Baccalaureate	Insects and Society Emphasis	CALS	Moscow	Statewide	traditional/video link
UI	Horticulture	1.1103		Minor	CALS	Moscow	Statewide	traditional/video link

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Sustainable Crop and Landscape Systems	1.1103		Soil and Land Use Emphasis		Moscow	Statewide	traditional/video link
UI	Sustainable Crop and Landscape Systems	1.1103		Sustainable Cropping Systems Emphasis		Moscow	Statewide	traditional/video link
UI	Sustainable Crop and Landscape Systems	1.1103		Environmental Horticulture Emphasis		Moscow	Statewide	traditional/video link
UI	Sustainable Crop and Landscape Systems	1.1103		Plant Biotechnology Emphasis		Moscow	Statewide	traditional/video link
UI	Plant Protection	1.1105		Minor	CALS	Moscow	Statewide	traditional/video link
UI	Rangeland Ecology and Management	1.1106	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional
UI	Soil and Land Resources	1.1201	Graduate		CALS	Moscow	Statewide	traditional/video link
UI	Soil Science	1.1201		Minor	CALS	Moscow	Statewide	traditional/video link
NIC	Environmental Sciences	3.0101	A.S.	N/A	Biology	Coeur d'Alene	Region	Web Enhanced
NIC	Forestry/Wildlife/Range Managemnt	3.0101	A.S.	N/A	Biology	Coeur d'Alene	Region	Hybrid
UI	Outdoor Recreation Leadership	3.0101		Minor	ED and CNR	Moscow	Statewide	Traditional, Face-to-Face
UI	Sustainable Tourism and Leisure Enterprises	3.0101		Minor	ED and CNR	Moscow	Statewide	Traditional, Face-to-Face
BSU	Environmental Studies	3.0103	B.A.	Focus areas: Health, Policy or Science	Administration	Boise	Regional	Traditional
BSU	Environmental Studies	3.0103	Minor		Administration	Boise	Regional	Traditional
UI	Environmental Science	3.0104	Baccalaureate	Biological Science Option	CLASS	Moscow		traditional
UI	Environmental Contamination Assessment	3.0104	Certificate		CLASS	Statewide		hybrid
UI	Environmental Water Science	3.0104	Certificate		CLASS	Moscow		traditional
UI	Environmental Science	3.0104	Graduate	Physical Science, Natural Resource Management, Earth Science/Hydrology, Waste Management, Policy and Law, JD/MS, Environmental Health/Toxicology	COGS & LAW	All locations	Statewide	Traditional, hybrid
UI	Natural Resources and Environmental Science	3.0104	Graduate	Water Resources Management, Environmental Contamination, Sustainability Science, Climate Change Science, Management of Regulated River Systems, and Ecohydrology Science and Management	COGS and LAW	All locations	Statewide	Traditional, hybrid
UI	Environmental Science	3.0104		Physical Science Option	CLASS	Moscow		traditional
UI	Environmental Science	3.0104		Physical Science 2 Option	CLASS	Moscow		traditional
UI	Environmental Science	3.0104		Social Science Option	CLASS	Moscow		traditional
UI	Conservation Social Sciences	3.0201	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional
UI	Natural Resources	3.0201	Graduate	Minor	CNR	Moscow	Statewide	Traditional
UI	Environmental Communication	3.0201		Minor	CNR	Moscow	Statewide	Traditional
UI	Natural Resource Economics	3.0204		Minor	CALS			
UI	Resource Recreation and Tourism	3.0207	Baccalaureate		CNR	Moscow	Statewide	Traditional
CSI	Range Science	3.0299	AS		Biology	CSI Campus		
CSI	Recreation Management, Pre	3.0299	AS		Biology	CSI Campus		
UI	Fishery Resources	3.0301	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional
CSI	Forestry	3.0501	AS		Biology	CSI Campus		
UI	Forest Resources	3.0502	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional
UI	Fire Ecology and Management	3.0506	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Fire Ecology, Management and Technology	3.0506	Baccalaureate	Certificate	CNR	Moscow, Boise	Statewide	Traditional
UI	Forest Products	3.0509	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional
UI	Forest Products	3.0509		Wood Construction and Design Option		Moscow	Statewide	Traditional
UI	Forest Products	3.0509		Forest Products Business Management Option		Moscow	Statewide	Traditional
UI	Forest Operations	3.0510		Minor	CNR	Moscow	Statewide	Traditional
UI	Wildlife Resources	3.0601	Baccalaureate	Minor	CNR	Moscow	Statewide	Traditional
UI	Parks, Protected Areas and Wilderness Conservation	3.0601		Minor	CNR	Moscow	Statewide	Traditional
UI	Architecture	4.0201	Baccalaureate	Minor	CAA	Moscow	Statewide	Face to Face
UI	Architecture	4.0201	Graduate			Moscow/Boise	Statewide	compressed video and online
UI	Bioregional Planning and Community Design	4.0301	Certificate		COGS and CAA	Moscow, Boise	Statewide	Face-to-face & hybrid
BSU	Community & Regional Planning	4.0301	Graduate Certificate		Public Policy and Administration	Boise	Statewide	Traditional
BSU	Community & Regional Planning	4.0301	M.C.R.P.	Emphases: Environmental and Natural Resource Planning and Policy; Land Use and Transportation Planning; Economic Development Planning and Analysis; Housing, Social and Community Development Planning	Soc Sci & Public Affairs/ Public Policy and Administration	Boise	Statewide	Traditional
UI	Landscape Architecture	4.0601	Baccalaureate	Minor	CAA	Moscow	Statewide	Face to Face (Traditional)
UI	Landscape Architecture	4.0601	Graduate			Moscow	Statewide	Face to Face (Traditional)
UI	American Studies	5.0102	Baccalaureate	Minor	CLASS	Moscow		traditional
UI	American Studies	5.0102		Literature Emphasis		Moscow		traditional
UI	American Studies	5.0102		History Emphasis		Moscow		traditional
UI	American Studies	5.0102		Social Science Emphasis		Moscow		traditional
UI	Latin-American Studies	5.0107	Baccalaureate		CLASS	Moscow		traditional
BSU	Canadian Studies	5.0115	Minor		Soc Sci & Public Affairs	Boise	Regional	Traditional
ISU	American Studies	5.0122	BA	Am. Studies minor, options, tracks	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	American Indian Studies	5.0202	A.A.	N/A	American Indian St.	Coeur d'Alene	Region	Web Enhanced
NIC	American Indian Studies	5.0202	A.S.	N/A	American Indian St.	Coeur d'Alene	Region	Web Enhanced
BSU	Native American Studies	5.0202	Minor		Anthropology	Boise	Regional	Traditional
LCSC	Native American Studies	5.0202		minor only	Social Science/ Humanities	Lewiston	Regional	classroom
UI	American Indian Studies	5.0202		Minor	CLASS	Moscow		hybrid
BSU	Latin American and Latino/a Studies	5.0203	Minor		Modern Lang & Lit	Boise	Regional	Traditional
BSU	Mexican American Studies	5.0203	Minor		Sociology	Boise	Regional	Traditional
UI	Women's Studies	5.0207		Minor	CLASS	Moscow		traditional
BSU	Multi-Ethnic Studies	5.0299	B.A.		Sociology	Boise	Regional	Traditional
BSU	Gender Studies	5.0299	Minor		Soc Sci & Public Affairs			
BSU	Multi-Ethnic Studies	5.0299	Minor		Sociology	Boise	Regional	Traditional
NIC	Communication	9.0101	A.A.	Speech	Communication	Coeur d'Alene	Region	Web Enhanced
NIC	Communication	9.0101	A.A.	Journalism	Communication	Coeur d'Alene	Region	Web Enhanced
NIC	Communication	9.0101	A.S.	Speech	Communication	Coeur d'Alene	Region	Web Enhanced
NIC	Communication	9.0101	A.S.	Journalism	Communication	Coeur d'Alene	Region	Web Enhanced

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CSI	Communication	9.0101	AA		Fine Arts	CSI Campus	Regional	Traditional with some portion avail online
CWI	Communication	9.0101	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
ISU	Communication and Rhetorical Studies	9.0101	AA*	minors, emphases	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Communication	9.0101	B.A.	Emphases: Media Production, Media Studies, Public Communication, Relational and Organizational Studies	Soc Sci & Public Affairs/ Communication	Boise	Regional	Traditional
BSU	Communication/English	9.0101	B.A.	Emphases: Journalism, Humanities/Rhetoric	Soc Sci & Public Affairs/ CommunicationEnglish	Boise	Regional	Traditional
ISU	Communication and Rhetorical Studies	9.0101	BA, BS	Organizational Comm, Rhetorical Studies minors, emphases	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Communication Arts	9.0101	BA, BS	minor	Humanities	LEW/CDA	Regional	classroom/online
BSU	Communication	9.0101	M.A.		Soc Sci & Public Affairs/ Communication	Boise	Regional	Traditional
ISU	Communication and Rhetorical Studies	9.0101	MA	minors, emphases	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Communication	9.0101	Minor		Soc Sci & Public Affairs/ Communication	Boise	Regional	Traditional
UI	Communication Studies	9.0101		Minor	CLASS	Moscow		hybrid
ISU	Mass Communication	9.0102	BA	Mass Communication minor, emphases	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	Journalism	9.0401	A.A.	N/A	Journalism	Coeur d'Alene	Region	Web Enhanced
NIC	Journalism	9.0401	A.S.	N/A	Journalism	Coeur d'Alene	Region	Web Enhanced
UI	Journalism	9.0401	Baccalaureate	Minor	CLASS	Moscow		traditional
UI	Broadcasting and Digital Media	9.0702	Baccalaureate	Minor	CLASS	Moscow		traditional
UI	Organizational Sciences	9.0901	Baccalaureate		CLASS	Moscow/CDA		hybrid
UI	Organizational Dynamics	9.0901	Certificate		CLASS	Moscow/CDA		hybrid
UI	Public Relations	9.0902	Baccalaureate	Minor	CLASS	Moscow		traditional
BSU	Public Relations	9.0902	Certificate, Undergraduate		Soc Sci & Public Affairs/ Communication	Boise	Regional	Traditional
UI	Advertising	9.0903	Baccalaureate	Minor	CLASS	Moscow		traditional
LCSC	English: Publishing Arts	9.1001	BA		Humanities	Lewiston	Regional	classroom/online
LCSC	Publishing Arts	9.1001		minor only	Humanities	Lewiston	Regional	classroom
BSU	Dispute Resolution	9.9999	Certificate, Undergraduate		Soc Sci & Public Affairs/ Administration	Boise	Regional	Traditional
BSU	Conflict Management	9.9999	Graduate Certificate		Soc Sci & Public Affairs/ Public Policy and Administration	Boise	Statewide	Traditional
LCSC	Graphic Design/ Print Technology	10.0301	AAS		BTS	Lewiston	Regional	classroom
LCSC	Graphic Design/ Print Technology	10.0301	BAS		BTS	Lewiston	Regional	classroom
ISU	Graphic Arts/Printing Technology	10.0303	ATC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Digital Imaging	10.0303	Cert		BTS	Lewiston	Regional	classroom
UI	Virtual Technology and Design	10.0304	Baccalaureate		CAA	Moscow Campus	Statewide	Face-to-face & hybrid
LCSC	Offset Press	10.0307	Certificate		BTS	Lewiston	Regional	classroom
NIC	Pre-Nutrition	10.0501	A.S.	N/A	Biology	Coeur d'Alene	Region	Hybrid
CSI	Computer Science	11.0101	AS		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Computer Science	11.0101	BA, BS	minor/ CS Emphasis	Natural Sciences and Math	Lewiston	Regional	classroom/online
ISU	Computer Science	11.0101	BS	Computer Science minor	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Information Technology Mgmt	11.0103	B.B.A.		Business & Economics/ Information Technology & Supply Chain Mgmt	Boise	Regional	Traditional
BSU	Information Technology Mgmt	11.0103	Minor		Business & Economics/ Information Technology & Supply Chain Mgmt	Boise	Regional	Traditional
NIC	Computer Information Tech	11.0202	A.A.S.	N/A	Computer Information Tech.	Coeur d'Alene	Region	Hybrid, Self-Paced
NIC	Computer Information Tech	11.0202	Tech. Certificate	N/A	Computer Information Tech.	Coeur d'Alene	Region	Hybrid, Self-Paced
LCSC	Computer Science	11.0401	BA, BS	Information Systems Emphasis	Natural Sciences and Math	Lewiston	Regional	classroom/online
LCSC	Computer Science	11.0401	BA, BS	Information Technology Emphasis	Natural Sciences and Math	Lewiston	Regional	classroom/online
NIC	Computer Science	11.0701	A.S.	N/A	Computer Science	Coeur d'Alene	Region	Hybrid
BSU	Computer Science	11.0701	B.S.		Engineering/ Computer Science	Boise	Regional	Traditional
UI	Computer Science	11.0701	Baccalaureate	Minor	ENGR	Moscow	Regional	Traditional
UI	Secure and Dependable Computing Systems	11.0701	Certificate		ENGR	Moscow	North	Traditional
UI	Computer Science	11.0701	Graduate			Moscow, IFCHE	Regional	Traditional, Outreach
BSU	Computer Science	11.0701	M.S.		Engineering/ Computer Science	Boise	Regional	Traditional
BSU	Computer Science	11.0701	Minor		Engineering/ Computer Science	Boise	Regional	Traditional
NIC	Web Design	11.0801	A.A.S.	N/A	Graphic Design	Post Falls	Region	Hybrid
CSI	Digital Media - Graphic Design for Print opt	11.0801	AAS		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
CSI	Web Developer	11.0801	AAS		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Web Development	11.0801	AAS		BIS	Lewiston	Regional	classroom/online
CWI	Web Development	11.0801	AAS, ATC	NA	Business & IT Programs	Boise	Regional	Traditional
CSI	Digital Media	11.0801	AAS, TC		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
ISU	Website Design and Management	11.0801	AAS, TC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Computer Science	11.0801	BA, BS	Web Development Emphasis	Natural Sciences and Math	Lewiston	Regional	classroom/online
LCSC	Web Development	11.0801	BAS		BIS	Lewiston	Regional	classroom/online
EITC	Web Development Specialist	11.0801	WDS.AAS	N/A	Web Development Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Network Systems Technician	11.0901	AAS		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
CWI	Internetworking and Communication Tech	11.0901	AAS, ATC	NA	Business & IT Programs	Boise	Regional	Traditional
ISU	Information Technology Systems	11.0901	AAS, TC, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
EITC	MS Computer Networking Technologies	11.0901	CNT.AAS	N/A	Computer Networking Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	MS Certified Systems Engineer	11.0901	CSE.PSTC	N/A	Computer Networking Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Computer Support Technician	11.0901	TC		Information Technology	CSI Campus	Regional	
CWI	Network Administration	11.1001	AAS, ATC, TC	NA	Business & IT Programs	Boise	Regional	Traditional
LCSC	Information Systems Analysis	11.1002	AAS		IT	Lewiston	Regional	classroom
LCSC	Information Systems Analysis	11.1002	BAS, BAT		IT	Lewiston	Regional	classroom
CWI	Information Security and Digital Forensics	11.1003	AAS, ATC	NA	Business & IT Programs	Boise	Regional	Traditional
ISU	Computer Information Systems	11.1003	BBA	Computer Information Systems minor, emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Computer Information Systems	11.1003	BBA	Computer Information Systems minor, emphasis	Business	University Place	Regional	Face-to-Face/Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Computer Information Systems	11.1003	MS	Computer Information Systems minor, emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Computer Information Systems	11.1003	PB Cert	Computer Information Systems minor, emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CWI	Computer Support Specialist	11.1006	AAS, ATC, TC	NA	Business & IT Programs	Boise	Regional	Traditional
ISU	Cosmetology	12.0401	TC, PTC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
CWI	Culinary Arts	12.0503	AAS, ATC, TC	NA	Trade & Technology	Boise	Regional	Traditional
CSI	Culinary Arts	12.0508	AAS, TC, PTC		Business	CSI Campus	Regional	Traditional with some portion avail online
NIC	Culinary Arts	12.0508	Tech. Certificate	N/A	Culinary Arts	Coeur d'Alene	Region	Hybrid
NIC	Education	13.0101	A.A.	Secondary	Education	Coeur d'Alene	Region	Hybrid
NIC	Education	13.0101	A.S.	Secondary	Education	Coeur d'Alene	Region	Hybrid
UI	Education	13.0101	Graduate		ED	Moscow		traditional
BSU	Secondary/K-12 Teaching	13.0101	Graduate Certificate		Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional
ISU	Education, General	13.0101	M Ed	Emphases	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Child & Family Studies)	13.0101	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Curriculum Leadership)	13.0101	M Ed Emp.	Emphasis	Education	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Curriculum Leadership)	13.0101	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Curriculum Leadership)	13.0101	M Ed Emp.	Emphasis	Education	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Ed. Administration)	13.0101	M Ed Emp.	Emphasis	Education	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Ed. Administration)	13.0101	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Ed. Administration)	13.0101	M Ed Emp.	Emphasis	Education	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (K-12 Education)	13.0101	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Literacy)	13.0101	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General	13.0101	PB Cert	Emphases	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
CSI	Education, Elementary-Bilingual	13.0201	AA		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online
CWI	Education-Bilingual Elementary (added AY 2010-2011)	13.0201	AA	NA	Social & Behavioral	Nampa	Regional	Traditional and/or Online Delivery
BSU	Elementary Education Bilingual/ESL Option avail	13.0201	B.A.		Bilingual Education	Twin Falls	Regional	Traditional
CSI	Elementary Education Bilingual/ESL Option avail	13.0201	BA		Education	BSU Campus		
BSU	Bilingual Education	13.0201	M.Ed.		Education/ Bilingual Education	Boise	Regional	Traditional
BSU	Bilingual Education	13.0201	M.Ed.		Education/ Bilingual Education	Meridian	Regional	Traditional
BSU	Elementary Education Bilingual/ESL	13.0301	B.A.		Education/ Bilingual Education	Boise	Regional	Traditional
BSU	K-12 Physical Education	13.0301	B.S.		Education/ Kinesiology	Boise	Regional	Traditional
BSU	Curriculum & Instruction	13.0301	Ed.D.		Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional
UI	Curriculum and Instruction	13.0301	Graduate		ED	Moscow	Regional	Online
CSI	Education, General (Curriculum Leadership)	13.0301	M Ed Emp.		Education	CSI Campus		
BSU	Curriculum & Instruction	13.0301	M.A.		Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Curriculum & Instruction	13.0301	M.A.		Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional
BSU	English as a Second Language	13.0301	M.Ed.		Bilingual Education	Meridian	Regional	Traditional
BSU	English as a Second Language	13.0301	M.Ed.		Education/ Bilingual Education	Twin Falls, Boise	Regional	Traditional/online
LCSC	English as a Second Language	13.0301		minor only	Education	Lewiston	Regional	classroom
ISU	Educational Leadership	13.0401	Ed D	N/A	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Educational Leadership (Ed. Admin.)	13.0401	Ed D Emp.	N/A	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Educational Leadership (Ed. Training & Dev.)	13.0401	Ed D Emp.	N/A	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Educational Leadership (Higher Ed. Admin.)	13.0401	Ed D Emp.	N/A	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Educational Leadership	13.0401	Graduate		ED	Boise, Coeur d'Alene, Moscow	Statewide	Online, Hybrid, Face-to-Face
CSI	Education, General (Ed. Administration)	13.0401	M Ed Emp.		Education	CSI Campus		
BSU	Educational Leadership	13.0401	M.Ed.		Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional
ISU	Educational Administration	13.0499	Ed S	?	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Instructional Technology	13.0501	M Ed	N/A	Education	ISU Campus	Statewide	Online/Distance Learning
BSU	Instructional & Performance Technology	13.0501	M.S.		Engineering/ Instructional & Perf Tech	Boise	Regional	On-line
ISU	Instructional Design	13.0501	Ph D	N/A	Education	ISU Campus	Statewide	Online/Distance Learning
BSU	Technology Integration Specialist	13.0599	Graduate Certificate		Educational Technology	Boise	Regional	On-line
BSU	Educational Technology	13.0599	M.S., M.E.T.		Educational Technology	Boise	Regional	Traditional
CSI	Education-Special	13.1001	AA		Education/Physical Education	CSI Campus	Regional	and/OR AA only Online exclusively
CWI	Education-Special (added AY 2010-2011)	13.1001	AA	NA	Social & Behavioral	Nampa	Regional	Traditional and/or Online Delivery
BSU	Special Education	13.1001	B.A.		Special Education & Early	Boise	Regional	Traditional
LCSC	Special Education	13.1001	Certificate	minor	Education	Lewiston	Regional	classroom/online
ISU	Special Education	13.1001	Ed S	Deaf Education minor	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Special Education	13.1001	Graduate		ED	Moscow	Regional	Online
BSU	Special Education	13.1001	M.A., M.Ed.		Special Education & Early	Boise	Regional	Traditional
BSU	Special Education	13.1001	Post-B.A. Cert		Special Education & Early	Boise	Regional	Traditional
ISU	Deaf Education	13.1003	MS	N/A	Education	ISU Campus	Statewide	Online/Distance Learning
LCSC	Gifted and Talented Education	13.1004		minor only	Education	Lewiston	Regional	Online
LCSC	Early Childhood Special Education	13.1015		minor only	Education	Lewiston	Regional	classroom/online
UI	Counseling and Human Services	13.1101	Graduate		ED	Moscow	Regional	Online, Hybrid, Face-to-Face
ISU	School Counseling	13.1101	M Coun	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	School Counseling	13.1101	M Coun	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Student Affairs and College Counseling	13.1101	M Coun	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Student Affairs Counseling	13.1101	M Coun	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Counseling	13.1101	M.A.		Education/ Counseling	Boise	Regional	Traditional
UI	Adult Basic Education/GED Instructor	13.1201	Certificate		ED	Boise and Moscow	Statewide	Online, Hybrid, Face-to-Face

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Adult/Organizational Learning and Leadership	13.1201	Graduate		ED	Boise and Moscow	Regional	Online, Hybrid, Face-to-Face
NIC	Education	13.1202	A.A.	Elementary	Education	Coeur d'Alene	Region	Hybrid
NIC	Education	13.1202	A.S.	Elementary	Education	Coeur d'Alene	Region	Hybrid
CSI	Education, Elementary	13.1202	AA		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online
CWI	Education-Elementary	13.1202	AA	NA	Social & Behavioral	Nampa	Regional	Traditional and/or Online Delivery
BSU	Elementary Education	13.1202	B.A.		Education/ Curriculum, Instruction, and Foundational Studies	Boise	Regional	Traditional
CSI	Elementary Education	13.1202	BA, BS		Education	CSI Campus		
ISU	Elementary Education	13.1202	BA, BS	Emphases	Education	CSI Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Elementary Education	13.1202	BA, BS	Emphases	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Elementary Education	13.1202	BA, BS	Emphases	Education	University Place	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Elementary Education	13.1202	BA, BS		Education	LEW/CDA	Regional	classroom/online
UI	Elementary Education	13.1202	Baccalaureate		ED	d'Alene	Regional	Face-to-Face, Hybrid, Online
CSI	Education, General (Elementary Ed.)	13.1202	M Ed Emp.		Education	CSI Campus		
ISU	Education, General (Elementary Ed.)	13.1202	M Ed Emp.	Emphasis	Education	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Elementary Ed.)	13.1202	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Elementary Ed.)	13.1202	M Ed Emp.	Emphasis	Education	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
CSI	Education, Secondary	13.1205	AA		Education/Physical Education	CSI Campus	Regional	and/OR AA only Online exclusively
CSI	Education, Special	13.1205	AA		Education	CSI Campus	Regional	and/OR AA only Online exclusively
CWI	Education-Secondary (added AY 2010-2011)	13.1205	AA	NA	Social & Behavioral	Nampa	Regional	Traditional and/or Online Delivery
CSI	Secondary Education	13.1205	BA, BS			CSI Campus		
ISU	Secondary Education	13.1205	BA, BS	Biological Sciences, Business Ed, Chemistry, Comm & Rhetorical Studies, Consumer Economics, Deaf Education, Economics, English, ESL, Family/ Consumer Sciences, French, Geology, German, Health Education Teaching, Mass Comm, Mathematics, Physics,	Education	CSI Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Secondary Education	13.1205	Baccalaureate		ED	Moscow	Regional	Face-to-Face, Hybrid, Online
ISU	Human Exceptionality	13.1205	BS, BA	Deaf Education minor	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Secondary Education	13.1205	BS, BA	Biological Sciences, Business Ed, Chemistry, Comm & Rhetorical Studies, Consumer Economics, Deaf Education, Economics, English, ESL, Family/Consumer Sciences, French, Geology, German, Health Education Teaching, Mass Comm, Mathematics, Physics, Poli Sci, Psychology, Russian, Social Science, Sociology, Spanish, Theatre minors	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Secondary Education	13.1205	BS, BA	Biological Sciences, Business Ed, Chemistry, Comm & Rhetorical Studies, Consumer Economics, Deaf Education, Economics, English, ESL, Family/ Consumer Sciences, French, Geology, German, Health Education Teaching, Mass Comm, Mathematics, Physics, Poli Sci, Psychology, Russian, Social Science, Sociology, Spanish, Theatre minors	Education	University Place	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Education, General (Secondary Education)	13.1205	M Ed Emp.		Education	CSI Campus		
ISU	Education, General (Secondary Education)	13.1205	M Ed Emp.	Emphasis	Education	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Secondary Education)	13.1205	M Ed Emp.	Emphasis	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Education, General (Secondary Education)	13.1205	M Ed Emp.	Emphasis	Education	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Human Exceptionality	13.1205	Med	Deaf Education minor	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Human Exceptionality	13.1205	Teaching Certification	Deaf Education minor	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
CWI	Education-Early Childhood (added AY 2010-2011)	13.1210	AA	NA	Social & Behavioral	Nampa	Regional	Traditional and/or Online Delivery
LCSC	Early Childhood Development	13.1210	AAS, ATC, Cert		BTS	Lewiston	Regional	classroom/online
BSU	Early Childhood Studies	13.1210	B.A.		Education/ Special Education & Early Childhood Studies	Boise	Regional	Traditional
ISU	Early Childhood Education	13.1210	BA	Emphases	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Early Childhood Development	13.1210	BAS		BTS	Lewiston	Regional	classroom/online
BSU	Early Childhood Studies	13.1210	M.Ed., M.A.		Education/ Special Education & Early Childhood Studies	Boise	Regional	Traditional
ISU	Early Childhood Care and Education	13.1210	TC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Agricultural Education	13.1301	Baccalaureate		CALS	Moscow	Statewide	face-to-face
UI	Agricultural Education	13.1301	Graduate			Moscow, Boise	Statewide	face-to-face
BSU	Art Education	13.1302	B.F.A.	K-12 or 6-12	Arts & Sciences/ Art	Boise	Regional	Traditional
UI	Art Education	13.1302	Baccalaureate		CAA	Moscow	Statewide	Face to Face (1 traditional)
BSU	Art Teaching Endorsement	13.1302	Endorsement		Arts & Sciences/ Art	Boise	Regional	Traditional
BSU	Art Education	13.1302	M.A.	K-12 or 6-12	Arts & Sciences/ Art	Boise	Regional	Traditional
NIC	Business Education	13.1303	A.S.	N/A	Business Administration	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
BSU	English Teaching	13.1305	B.A.		Arts & Sciences/ English	Boise	Regional	Traditional
LCSC	Secondary Education: English	13.1305	BA		Humanities	Lewiston	Regional	classroom
BSU	Teaching English Language Arts	13.1305	M.A.		Arts & Sciences/ English	Boise	Regional	Traditional
LCSC	Literacy	13.1305		minor only	Education	Lewiston	Regional	classroom
LCSC	Middle School English Language Arts	13.1305		minor only	Humanities	Lewiston	Regional	classroom
BSU	Foreign Language Teaching Endorsement	13.1306	Endorsement	Emphases: French, German, Spanish	Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
LCSC	Secondary Education: Kinesiology	13.1307	BA, BS		Education	Lewiston	Regional	classroom
ISU	Health Education	13.1307	MHE	N/A	Technology	ISU-Meridian Ctr	Statewide	Face-to-Face/ Moodle/Asynchronous
ISU	Family and Consumer Sciences	13.1308	BA, BS	Consumer Economics, Family and Consumer Sciences minors	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Technical Workforce Training	13.1309	Certificate		ED	Boise, Coeur d'Alene, Moscow	Regional	Face-to-Face, Hybrid, Online
UI	Industrial Technology Education	13.1309	Graduate		ENGR	Idaho Falls	Regional	Traditional
BSU	Online Teaching	13.1309	Graduate Certificate		Education/ Educational Technology	Boise	Regional	On-line
BSU	School Technology Coordination	13.1309	Graduate Certificate		Education/ Educational Technology	Boise	Regional	On-line
BSU	Mathematics, Secondary Education	13.1311	B.A., B.S.		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
LCSC	Secondary Education: Mathematics	13.1311	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom
BSU	Mathematics Education	13.1311	M.S.		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
BSU	Mathematics Teaching Endorsement Minor	13.1311	Minor		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
LCSC	Middle School Mathematics	13.1311		minor only	Natural Sciences and Math	Lewiston	Regional	classroom
UI	Music Education: Instrumental	13.1312	Baccalaureate		CLASS	Moscow		traditional
UI	Music Education: Vocal	13.1312	Baccalaureate		CLASS	Moscow		traditional
UI	Music Education: Vocal-Instrumental	13.1312	Baccalaureate		CLASS	Moscow		traditional
BSU	Music Education	13.1312	BM	Emphases: Performance, Music Education	Arts & Sciences/ Music	Boise	Regional	Traditional
BSU	Music Education	13.1312	MM	Emphases: Performance, Music Education	Arts & Sciences/ Music	Boise	Regional	Traditional
BSU	Music, Pedagogy	13.1312	MM		Arts & Sciences/ Music	Boise	Regional	Traditional
NIC	Physical Education	13.1314	A.A.S.	N/A	Physical Education	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Education - Physical Athletic Training	13.1314	AA		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online
CSI	Education - Physical Exercise Science	13.1314	AA		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online
CSI	Education - Physical Recreation	13.1314	AA		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online
CSI	Education - Physical Sport Management	13.1314	AA				Regional	Traditional with some portion avail online
CSI	Education, Physical K-12	13.1314	AA		Education	CSI Campus	Regional	Traditional with some portion avail online
CSI	Physical Education	13.1314	AA		Health & Physical Education	CSI Campus		
CWI	Education-Physical(added AY 2010-2011)	13.1314	AA	ATHTRN EXCI REC SPRTMGMT	Social & Behavioral	Boise Nampa Caldwell	Regional	Traditional and/or Online Delivery
ISU	Physical Education	13.1314	BA, BS	Coaching, Outdoor Education, Sport Management minors, emphases	Education	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Physical Education	13.1314	Baccalaureate		ED	Moscow	Regional	Face-to-Face
UI	Physical Education	13.1314	Graduate			Moscow	Regional	Face-to-Face
BSU	Physical Education Pedagogy	13.1314	M.K., M.S.		Education/ Kinesiology	Boise	Regional	Traditional
CSI	Health Education	13.1314	MHE		Division of Health Sciences	CSI Campus		
CSI	Physical Education/Athletic Administration	13.1314	MPE		Education	CSI Campus		
ISU	Physical Education/Athletic Administration	13.1314	MPE	N/A	Education	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Physical Education/Athletic Administration	13.1314	MPE	N/A	Education	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Physical Education/Athletic Administration	13.1314	MPE	N/A	Education	ISU-Meridian Ctr	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Coaching	13.1314		minor only	Education	Lewiston	Regional	classroom
LCSC	Health	13.1314		minor only	Education	Lewiston	Regional	classroom/online
UI	Coaching	13.1314		Minor	ED	Moscow	Regional	Face-to-Face
BSU	Literacy	13.1315	M.A.		Education/ Literacy	Boise	Regional	Traditional
BSU	Literacy	13.1315	M.A.		Education/ Literacy	Treasure Valley	Regional	Weekend only
LCSC	Secondary Education: Earth Science	13.1316	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom
LCSC	Secondary Education: Natural Science	13.1316	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom
BSU	Economics, Social Studies, Sec Ed	13.1317	B.A.		Business & Economics/ Economics	Boise	Regional	Traditional
BSU	Sociology, Social Science, Sec Ed	13.1317	B.A.		Soc Sci & Public Affairs/ Sociology	Boise	Regional	Traditional
BSU	Sociology, Social Studies, Sec Ed	13.1317	B.A.		Soc Sci & Public Affairs/ Sociology	Boise	Regional	Traditional
BSU	Political Science, Social Science, Sec.Ed.	13.1317	B.A., B.S.		Soc Sci & Public Affairs/ Political Science	Boise	Regional	Traditional
LCSC	Secondary Education: Social Science	13.1317	BA, BS		Social Science	Lewiston	Regional	classroom
BSU	Sociology/Anthropology Teaching Endorsement	13.1317	Endorsement		Soc Sci & Public Affairs/ Anthropology	Boise	Regional	Traditional
UI	Career and Technical Education	13.1319	Baccalaureate	Business and Marketing Education Option	ED	Boise, Coeur d'Alene, Moscow	Regional	Face-to-Face, Hybrid, Online
UI	Career and Technical Education	13.1319		Occupational Education Option		Boise, Coeur d'Alene, Moscow	Regional	Face-to-Face, Hybrid, Online
UI	Career and Technical Education	13.1319		Engineering & Technology Education Option		Boise, Coeur d'Alene, Moscow	Regional	Face-to-Face, Hybrid, Online
BSU	Biology, Secondary Education	13.1322	B.S.		Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional
LCSC	Secondary Education: Biology	13.1322	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom
BSU	Biological Science Teaching Endorsement	13.1322	Minor		Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional
BSU	Chemistry, Secondary Education	13.1323	B.S.		Arts & Sciences/ Chemistry & Biochemistry	Boise	Regional	Traditional
LCSC	Secondary Education: Chemistry	13.1323	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom
BSU	Chemistry Teaching Endorsement	13.1323	Minor		Arts & Sciences/ Chemistry & Biochemistry	Boise	Regional	Traditional
BSU	Theatre Arts, Sec. Ed.	13.1324	B.A.		Arts & Sciences/ Theatre Arts	Boise	Regional	Traditional
BSU	Drama Teaching Endorsement	13.1324	Endorsement		Arts & Sciences/ Theatre Arts	Boise	Regional	Traditional
BSU	French, Secondary Education	13.1325	B.A.		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
BSU	German, Secondary Education	13.1326	B.A.		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	History, Secondary Education	13.1328	B.A.		Soc Sci & Public Affairs/ History	Boise	Regional	Traditional
BSU	History, Social Studies, Secondary Education	13.1328	B.A.		History	Boise	Regional	Traditional
BSU	History Teaching Endorsement	13.1328	Endorsement		Soc Sci & Public Affairs/ History	Boise	Regional	Traditional
BSU	Physics, Secondary Education	13.1329	B.S.		Arts & Sciences/ Physics	Boise	Regional	Traditional
BSU	Physical Science Teaching Endorsement	13.1329	Minor		Arts & Sciences/ Physics	Boise	Regional	Traditional
BSU	Physics Teaching Endorsement	13.1329	Minor		Arts & Sciences/ Physics	Boise	Regional	Traditional
BSU	Spanish, Secondary Education	13.1330	B.A.		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
BSU	Communication, Secondary Education	13.1331	B.A.		Soc Sci & Public Affairs/ Communication	Boise	Regional	Traditional
BSU	Communication Teaching Endorsement	13.1331	Endorsement		Soc Sci & Public Affairs/ Communication	Boise	Regional	Traditional
BSU	Psychology, Social Studies, Secondary Ed.	13.1335	B.A.		Soc Sci & Public Affairs/ Psychology	Boise	Regional	Traditional
BSU	Earth Science Education	13.1337	B.S.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
BSU	Earth Science Teaching Endorsement Minor	13.1337	Minor		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
UI	Environmental Education	13.1338	Graduate Certificate		CNR	McCall, ID	Statewide	Traditional
UI	Teaching English as a Second Language	13.1401	Graduate	Minor	CLASS	Moscow		traditional
LCSC	Paraprofessional Education	13.1501	AA		Education	Lewiston	Regional	classroom
CSI	Ed Assistant, Generalist	13.1599	AAS, TC		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online
UI	Manufacturing Engineering	14.0101		Minor	ENGR	N/A	N/A	N/A
CSI	Engineering, Agriculture	14.0301	AE		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
BSU	Biomedical Engineering	14.0501	Minor		Engineering/ Biomedical & Mechanical Engr.	Boise	Regional	Traditional
NIC	Engineering	14.0701	A.S.	Chemical	Engineering	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Engineering, Chemical	14.0701	AE		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
UI	Chemical Engineering	14.0701	Baccalaureate		ENGR	Moscow	Statewide	traditional & video conf
UI	Chemical Engineering	14.0701	Graduate			Moscow	Statewide	traditional
NIC	Civil Engineering	14.0801	A.S.	Civil	Engineering	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Engineering, Civil	14.0801	AE		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
BSU	Civil Engineering	14.0801	B.S.C.E.		Engineering/ Civil Engineering	Boise	Regional	Traditional
UI	Civil Engineering	14.0801	Baccalaureate		ENGR	Moscow	Regional	on-campus

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Civil Engineering	14.0801	BS	Emphasis	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Structural Engineering	14.0801	Certificate		ENGR	Boise, Moscow, Idaho Falls, Kimberly	Regional	on-campus and outreach
UI	Civil Engineering	14.0801	Graduate			Boise, Moscow, Idaho Falls, Kimberly	Regional	on-campus and outreach
BSU	Civil Engineering	14.0801	M.Engr., M.S.		Engineering/ Civil Engineering	Boise	Regional	Traditional
BSU	Civil Engineering	14.0801	Minor		Engineering/ Civil Engineering	Boise	Regional	Traditional
ISU	Civil Engineering	14.0801	MS	Emphasis	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Applied Geotechnics	14.0802	Certificate		ENGR	Boise, Moscow, Idaho Falls, Kimberly	Regional	on-campus and outreach
UI	Water Resources Engineering	14.0805	Certificate		ENGR	Boise, Moscow, Idaho Falls, Kimberly	Regional	on-campus and outreach
UI	Hydrology	14.0805	Graduate		COS	Moscow	Statewide	Traditional
UI	Water Resources	14.0805	Graduate	Water Resources Engineering & Science Option	COGS and LAW	All locations	Statewide	Traditional, hybrid
UI	Water Resources	14.0805		Water Resources Science & Management Option			Statewide	Traditional, hybrid
UI	Water Resources	14.0805		Water Resources Law, Management & Policy Option	COGS and LAW		Statewide	Traditional, hybrid
CSI	Engineering, Computer	14.0901	AE		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
BSU	Mechanical Engineering	14.0901	B.S.M.E.		Engineering/ Biomedical Mechanical Engineering	Boise	Regional	Traditional
UI	Computer Engineering	14.0901	Baccalaureate		ENGR	Moscow	On-campus only	Live
UI	Computer Engineering	14.0901	Graduate			Moscow	Worldwide	Live & EO
BSU	Computer Engineering	14.0901	M.Engr., M.S.		Engineering/ Electrical Engineering	Boise	Regional	Traditional
BSU	Mechanical Engineering	14.0901	M.Engr., M.S.		Engineering/ Biomedical Mechanical Engineering	Boise	Regional	Traditional
BSU	Electrical Engineering	14.1001	B.S.E.E.		Engineering/ Electrical & Computer Engineering	Boise	Regional	Traditional
UI	Electrical Engineering	14.1001	Baccalaureate		ENGR	Moscow	On-campus only	Live
ISU	Electrical Engineering	14.1001	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Communication and Control for Power Transmission and Distribution	14.1001	Certificate		ENGR	Moscow	Worldwide	Live & EO
UI	Electrical Machines and Drives	14.1001	Certificate		ENGR	Moscow	Worldwide	Live & EO
UI	Power System Protection and Relaying	14.1001	Certificate		ENGR	Moscow	Worldwide	Live & EO
UI	Electrical Engineering	14.1001	Graduate			Moscow	Worldwide	Live & EO

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Electrical Engineering	14.1001	M.Engr., M.S.		Engineering/ Electrical & Computer Engineering	Boise	Regional	Traditional
BSU	Electrical Engineering	14.1001	Minor		Engineering/ Electrical & Computer Engineering	Boise	Regional	Traditional
BSU	Electrical & Computer Engineering	14.1001	Ph.D.		Engineering/ Electrical & Computer Engineering	Boise	Regional	Traditional
ISU	Engineering and Applied Science	14.1301	Ph D	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Engineering and Applied Science	14.1301	Ph D	N/A	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
UI	Environmental Engineering	14.1401	Graduate		ENGR	Moscow, Idaho Falls	Statewide	Live & EO
ISU	Environmental Engineering	14.1401	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Environmental Engineering	14.1401	MS	N/A	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Materials Science & Engineering	14.1801	B.S.M.S.E		Engineering/ Materials Science & Engineering	Boise	Regional	Traditional
UI	Materials Science and Engineering	14.1801	Baccalaureate	Minor	ENGR	Moscow	Statewide	Traditional
UI	Advanced Materials Technology	14.1801	Certificate		ENGR	N/A	N/A	N/A
UI	Materials Science and Engineering	14.1801	Graduate			Moscow	Statewide	Traditional
BSU	Materials Science & Engineering	14.1801	M.Engr., M.S.		Engineering/ Materials Science & Engineering	Boise	Regional	Traditional
CSI	Engineering, Electrical	14.1901	AE		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
CSI	Engineering, Mechanical	14.1901	AE		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
UI	Mechanical Engineering	14.1901	Baccalaureate	Minor	ENGR	Moscow	Statewide	Face-to-face
ISU	Mechanical Engineering	14.1901	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Mechanical Engineering	14.1901	Graduate			Moscow/Boise/Idaho Falls	Statewide	Combination face-to-face and online
ISU	Mechanical Engineering	14.1901	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Metallurgical Engineering	14.2001	Graduate	Minor	ENGR	Moscow	Statewide	Traditional
UI	Metallurgy	14.2001	Graduate		ENGR	N/A	N/A	N/A
ISU	Nuclear Engineering	14.2301	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Nuclear Criticality Safety	14.2301	Certificate		ENGR	Idaho Falls	Regional/Worldwide	Live, CV , and Outreach
UI	Nuclear Engineering	14.2301	Graduate		ENGR	Idaho Falls/Moscow	Statewide	Combination face-to-face and online
ISU	Nuclear Science and Engineering	14.2301	MS	Emphasis	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nuclear Science and Engineering/(Co-op)	14.2301	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nuclear Science and Engineering	14.2301	PB Cert	Emphasis	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nuclear Science and Engineering	14.2301	Ph D	Emphasis	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nuclear Science and Engineering/(Co-op)	14.2301	Ph D	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Measurement and Control Engineering	14.2701	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Measurement and Control Engineering	14.2701	MS	N/A	Science and Engineering	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Geological Engineering	14.3901	Graduate	Minor	ENGR	Boise, Moscow, Idaho Falls, Kimberly	Regional	on-campus and outreach

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Biological and Agricultural Engineering	14.4501	Baccalaureate	Agricultural Engineering Option	ENGR	Moscow, Boise	Regional	Face to face/web
UI	Biological and Agricultural Engineering	14.4501	Graduate			Moscow, Boise	Statewide	Face to face/web
UI	Biological and Agricultural Engineering	14.4501		Biological Systems Option		Moscow, Boise	Regional	Face to face/web
UI	Biological and Agricultural Engineering	14.4501		Environmental Engineering Option		Moscow, Boise	Regional	Face to face/web
UI	Biological and Agricultural Engineering	14.4501		Bioenergy Option		Moscow, Boise	Regional	Face to face/web
UI	Biological and Agricultural Engineering	14.4501		Eco-Hydrological Engineering Option		Moscow, Boise	Regional	Face to face/web
NIC	Engineering	14.9999	A.S.	Electrical	Engineering	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
UI	Engineering Management	14.9999	Graduate		ENGR	Outreach	Regional/Worldwide	Digital media / online
ISU	Civil Engineering Technology	15.0201	AAS, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CWI	Electronics Technology	15.0303	AAS, ATC, PTC	NA	Trade & Technology	Boise	Regional	Traditional
ISU	Laser/Electro-Optics Technology	15.0304	AAS, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Analog Integrated Circuit Design	15.0306	Certificate		ENGR	Moscow	Worldwide	Live & EO
UI	Semiconductor Theory and Devices	15.0306	Certificate		ENGR	Moscow	Worldwide	Live & EO
ISU	Energy Systems Instrumentation and Control Engineering Technology	15.0404	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Instrumentation and Automation Engineering Technology	15.0404	AAS, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Instrumentation Tech.: Industrial Controls	15.0404	ATC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Instrumentation and System Automation Asst.	15.0404	TC, PTC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Robotics and Communications Systems Engineering	15.0405	TC, ATC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Heating, Ventilation, Air Conditioning	15.0501	A.A.S.	N/A	Heating, Ventilation, Air Cond.	Coeur d'Alene	Region	A.A.S. not offered
UI	Heating, Ventilation, and Air Conditioning (HVAC) Systems	15.0501	Certificate		ENGR	Boise, Moscow, Outreach	Both	Live, CV , and Outreach
ISU	Energy Systems Electrical Engineering Technology	15.0503	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Energy Systems Wind Engineering Technology	15.0503	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Wind Energy Technology	15.0503	AAS, TC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
EITC	Energy Systems Technology	15.0503	ESTEC.TC	N/A	Energy Systems Technology	Idaho Falls, ID	Regional	Lecture/Lab
ISU	Energy Systems Renewable Energy Technology	15.0503	TC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Water Resource Mgmt	15.0506	AAS, TC, CC, PTC		Agriculture	CSI Campus		
CSI	Water Resource Mgmt	15.0506	TC		Agriculture	CSI Campus	Regional	Traditional
CSI	Environmental Technology	15.0507	AAS, TC		Agriculture/Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
NIC	Industrial Technology	15.0603	Tech. Certificate	N/A	Industrial Technology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
UI	Technology Training and Development	15.0612	Baccalaureate	Industrial Technology Option	Engr	Idaho Falls	Regional	Live, CV , and Outreach
UI	Technology Management	15.0612	Graduate		Engr	Idaho Falls	Regional/Worldwide	Digital media / online
LCSC	Automated Manufacturing Technology	15.0613	AAS, ATC, Cert		TI (Technical & Industrial)	Lewiston	Regional	classroom
LCSC	Automated Manufacturing Technology	15.0613	BAS		TI (Technical & Industrial)	Lewiston	Regional	classroom
CSI	Manufacturing Technology	15.0613	TC, AAS		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
NIC	Manufacturing	15.0613	Tech. Certificate	Basic	Business Administration	Coeur d'Alene	Region	Not Offered

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Human Safety Performance	15.0703	Certificate		Engr	Idaho Falls	Regional/Worldwide	Live, CV , and Outreach
NIC	Engineering	15.0805	A.S.	Mechanical	Engineering	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
ISU	Energy Systems Mechanical Engineering Technology	15.0805	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Geomatics Technology	15.1102	BS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Computer Software Engineering Tech.	15.1204	AAS, TC, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Engineering Technology	15.1301	Certificate		IT	Lewiston	Regional	classroom
ISU	Computer Aided Design Drafting Technology	15.1302	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CWI	Drafting Technology	15.1302	AAS, ATC, TC	NA	Trade & Technology	Nampa	Regional	Traditional
CSI	Drafting Technology	15.1302	AAS, TC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
ISU	Computer Science Design Drafting Technology	15.1302	ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Engineering Technology Traditional	15.1303	AAS		IT	Lewiston	Regional	classroom
LCSC	Engineering Technology Traditional	15.1303	BAS		IT	Lewiston	Regional	classroom
LCSC	Engineering Technology Civil,	15.1304	AAS		IT	Lewiston	Regional	classroom
LCSC	Engineering Technology Civil,	15.1304	BAS, BAT		IT	Lewiston	Regional	classroom
LCSC	Engineering Technology Mechanical	15.1306	AAS		IT	Lewiston	Regional	classroom
LCSC	Engineering Technology Mechanical	15.1306	BAS		IT	Lewiston	Regional	classroom
ISU	Energy Systems Nuclear Operations Technology	15.1401	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Health Education	15.2207	BA, BS	Health Education Teacher, Health Education Non-teaching minors, option and emphasis	Education	ISU Campus	Statewide	Face-to-Face/ Moodle/Asynchronous
ISU	Health Education	15.2207	MHE	Health Education Teacher, Health Education Non-teaching minors, option and emphasis	Education	ISU Campus	Statewide	Face-to-Face/ Moodle/Asynchronous
NIC	Modern Languages	16.0101	A.A.	N/A	Modern Languages	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Language, Foreign	16.0101	AA		English, Language & Philosophy	CSI Campus	Regional	Traditional with some portion avail online
CWI	Language-Foreign (added AY 2010-2011)	16.0101	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional
UI	Foreign Language	16.0101	Baccalaureate	Business Option	CLASS	Moscow		traditional
BSU	Chinese Studies	16.0301	Minor		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
ISU	Japanese	16.0302	AA*	Japanese minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Japanese Studies	16.0302	Minor		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
ISU	Russian	16.0402	AA	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	German	16.0501	AA*	German minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	German	16.0501	B.A.		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
ISU	German	16.0501	BA	German minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	German	16.0501	Minor	Emphases: Cultural, Literary; Business	Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
UI	German	16.0501	Minor		CLASS	Moscow		traditional
NIC	Manufacturing	16.0613	Post-Secondary	N/A	Basic	Coeur d'Alene	Region	Not Offered
ISU	French	16.0901	AA	French minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	French	16.0901	B.A.		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	French	16.0901	BA	French minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	French	16.0901	Baccalaureate	Minor	CLASS	Moscow		traditional/study abroad
BSU	French	16.0901	Minor	Emphases: Cultural, Literary; Business	Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
ISU	Spanish	16.0905	AA*	Spanish minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Spanish	16.0905	B.A.		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
ISU	Spanish	16.0905	BA	Spanish minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Spanish	16.0905	Baccalaureate	Minor	CLASS	Moscow		traditional/study abroad
BSU	Spanish	16.0905	Minor	Emphases: Primary, Secondary, Bilingual Education or Business	Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
LCSC	Spanish	16.0905		minor only	Humanities	Lewiston	Regional	classroom
ISU	Shoshoni	16.1001	AA	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Nez Perce Language	16.1001		minor only	Humanities	Lewiston	Regional	classroom
UI	Classical Studies	16.1200		Minor	CLASS	Moscow		traditional
ISU	Latin	16.1203	AA*	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Latin Language and Literature	16.1203	Minor		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
CWI	Language-Sign (added AY 2010-2011)	16.1601	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional
BSU	American Sign Language	16.1601	Minor		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
ISU	Sign Language Studies	16.1603	AS	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Educational Interpreting	16.1603	BS	Sign Language minor	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Educational Interpreting	16.1603	BS	Sign Language minor	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/Moodle/Asynchronous
CSI	Language, Sign	16.9999	AA		English, Lanugage & Philosophy	CSI Campus	Regional	Traditional with some portion avail online
BSU	Basque Studies	16.9999	Minor		Arts & Sciences/ Modern Lang & Lit	Boise	Regional	Traditional
UI	Family and Consumer Sciences	19.0101	Graduate		CALS	Moscow		Traditional, combination
UI	Food and Nutrition	19.0501	Baccalaureate	Coordinated Program in Dietetics Option	CALS	Moscow, Coeur d'Alene (snr CPD students only)		Traditional, combination
UI	Food and Nutrition	19.0501		Nutrition Option		Moscow		Traditional, combination
UI	Child, Family and Consumer Studies	19.0701	Baccalaureate	Child Development/Family Relations Option	CALS	Moscow		traditional/combination
UI	Early Childhood Development and Education	19.0701	Baccalaureate		CALS and ED	Moscow		Traditional, combination
UI	Child, Family and Consumer Studies	19.0701		Family Life Option		Moscow		traditional/combination
UI	Aging Studies	19.0702		Minor	CLASS	Moscow		traditional
BSU	Family Studies	19.0704	Minor		Soc Sci & Public Affairs	Boise	Regional	Traditional
NIC	Child Development	19.0706	A.A.	N/A	Child Development	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Child Development	19.0706	A.S.	N/A	Child Development	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Child Development	19.0706	Associate Cert.	N/A	Child Development	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Education Early Childhood Ed	19.0708	AA		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online and/OR AA only Online exclusively
CWI	Early Childhood Education	19.0708	AAS, ATC, TC, PTC	NA	Health & Human Services	Boise	Regional	Traditional
CWI	Early ChildhoodDevelopment (changed from Child Care & Development)	19.0708	AAS, ATC, TC, PTC	NA	Health & Human Services	Boise	Regional	Traditional
CSI	Education Early Childhood Ed	19.0708	AAS,TC, PTC , CC		Education/Physical Education	CSI Campus	Regional	Traditional with some portion avail online and/OR AA only Online exclusively
UI	Clothing, Textiles and Design	19.0901	Baccalaureate		CALS	Moscow		traditional, online
CSI	Psychology	20.1014	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online
CSI	Law (Pre)	22.0001	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online
CWI	Pre-Law (added AY 2010-2011)	22.0001	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
LCSC	Pre-Law	22.0001		minor only	Business Technology & Service	Lewiston	Regional	classroom
UI	Law	22.0101	Graduate	Litigation and Alternate Dispute Emphasis	LAW	Moscow, Boise	Statewide	Traditional
UI	Law	22.0101		Natural Resources and Environmental Law Emphasis		Moscow, Boise	Statewide	Traditional
UI	Law	22.0101		Native American Law Emphasis		Moscow	Statewide	Traditional
NIC	Pre-Law	22.0102	A.A.	N/A	Political Science	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Pre-Law	22.0102	A.S.	N/A	Political Science	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Paralegal	22.0103	A.A.S.	N/A	Paralegal	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
CWI	Legal Administrative Support	22.0301	AAS, ATC	NA	Business & IT Programs	Boise	Regional	Traditional
LCSC	Legal Administrative Assistant	22.0301	AAS, ATC		BTS	Lewiston	Regional	classroom
LCSC	Legal Administrative Assistant	22.0301	BAS		BTS	Lewiston	Regional	classroom
LCSC	Legal Office Technology	22.0301	Certificate		BTS	Lewiston	Regional	classroom
ISU	Paralegal Studies	22.0302	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Paralegal	22.0302	AAS		BTS	Lewiston	Regional	classroom
LCSC	Paralegal	22.0302	BAS		BTS	Lewiston	Regional	classroom
EITC	Legal Assistant	22.0302	LGL.AAS	N/A	Legal Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Legal Assistant	22.0302	LGL.TC	N/A	Legal Technologies	Idaho Falls, ID	Regional	Lecture/Lab
NIC	English	23.0101	A.A.	N/A	English	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	English	23.0101	A.S.	N/A	English	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CSI	English	23.0101	AA		English, Lanugage & Philosophy	CSI Campus	Regional	Traditional with some portion avail online
CWI	English	23.0101	AA	NA	Language & Arts	Boise, Nampa	Regional	Traditional and/or Online Delivery
ISU	English	23.0101	AA	English, Eng/Creative Writing, Eng/Writing minors, options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	English	23.0101	AA*	N/A	Arts and Letters	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	English	23.0101	B.A.	Emphases: Linguistics, Literature, Technical Communication, Writing	Arts & Sciences/English	Boise	Regional	Traditional
ISU	English	23.0101	BA	English, Eng/Creative Writing, Eng/Writing minors, options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	English	23.0101	BA	minor	Humanities	Lewiston	Regional	classroom/online
UI	English	23.0101	Baccalaureate	Minor	CLASS	Moscow		traditional
ISU	English	23.0101	DA*	English, Eng/Creative Writing, Eng/Writing minors, options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	English	23.0101	Graduate			Moscow		traditional
BSU	English	23.0101	M.A.	Emphases: Literature, Rhetoric and Composition	Arts & Sciences/English	Boise	Regional	Traditional
ISU	English	23.0101	MA	English, Eng/Creative Writing, Eng/Writing minors, options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	English	23.0101	Minor		Arts & Sciences/English	Boise	Regional	Traditional
ISU	English and the Teaching of English	23.0101	Ph.D	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	English	23.0101		Literature Emphasis		Moscow		traditional
UI	English	23.0101		Creative Writing Emphasis		Moscow		traditional
UI	English	23.0101		Professional Emphasis		Moscow		traditional
UI	English	23.0101		Teaching Emphasis		Moscow		traditional
LCSC	English: Creative Writing	23.0501	BA		Humanities	Lewiston	Regional	classroom/online
BSU	Creative Writing	23.0501	M.F.A.		Arts & Sciences/English	Boise	Regional	Traditional
LCSC	Creative Writing	23.0501		minor only	Humanities	Lewiston	Regional	classroom
BSU	Technical Communication	23.1301	Certificate		Arts & Sciences/English	Boise	Regional	Traditional
BSU	English, Technical Communication	23.1301	Certificate, Undergraduate		Arts & Sciences/English	Boise	Regional	Traditional
BSU	Technical Communication	23.1301	M.A., Graduate Certificate		Arts & Sciences/English	Boise	Regional	Traditional
UI	Creative Writing	23.1302	Graduate		CLASS	Moscow		traditional
BSU	Associate of Arts, General	24.0101	A.A.		Arts & Sciences/Administration	Boise	Regional	Traditional
BSU	Associate of Science, General	24.0101	A.S.		Arts & Sciences/Administration	Boise	Regional	Traditional
CSI	Liberal Arts	24.0101	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online and/OR AA only Online exclusively
CWI	Liberal Arts	24.0101	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional and/or Online Delivery
LCSC	Liberal Arts	24.0101	AA	Humanities/Natural Science & Math/Social Sciences	HUM/NS/SS	Lewiston	Regional	classroom/online
ISU	Bachelor of Applied Science	24.0101	BAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Bachelor of Applied Technology	24.0101	BA1		Technology	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	General Studies	24.0102	A.A.	N/A	N/A	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	General Studies	24.0102	A.S.	N/A	N/A	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
ISU	General Studies	24.0102	AA	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	General Studies	24.0102	AA	N/A	Arts and Letters	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	General Studies	24.0102	B.G.S.		Soc Sci & Public Affairs/ Administration	Boise	Regional	Traditional
CSI	General Studies	24.0102	BA		Arts & Letters	CSI Campus		
ISU	General Studies	24.0102	BA	N/A	Arts and Letters	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	General Studies	24.0102	BA	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	General Studies	24.0102	BA	N/A	Arts and Letters	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	General Studies: Business	24.0102	BA, BS		Business	LEW/CDA	Regional	classroom/online
LCSC	General Studies: Education	24.0102	BA, BS		Education	Lewiston	Regional	classroom
LCSC	General Studies: Humanities	24.0102	BA, BS		Humanities	LEW/CDA	Regional	classroom/online
LCSC	General Studies: Natural Science & Math	24.0102	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom
LCSC	General Studies: Social Sciences	24.0102	BA, BS		Social Science	LEW/CDA	Regional	classroom
UI	General Studies	24.0102	Baccalaureate		CLASS	Moscow		hybrid
LCSC	Applied Technology	24.0102	BAS		BTS	Lewiston	Regional	classroom
CSI	Undeclared - Academic	24.0199	AA			CSI Campus	Regional	Traditional with some portion avail online
CSI	Undeclared - Technical	24.0199	TC			CSI Campus	Regional	Traditional with some portion avail online
CSI	Library and Information Science	25.0101	AA		Library and Information Science	CSI Campus	Regional	Traditional with some portion avail online and/OR AA only Online exclusively
NIC	Biology	26.0101	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
CSI	Biology	26.0101	AS		Biology	CSI Campus	Regional	Traditional with some portion avail online
CSI	Biology - Health Care	26.0101	AS				Regional	Traditional with some portion avail online
CSI	Biology-Natural Resources	26.0101	AS				Regional	Traditional with some portion avail online
CWI	Biology	26.0101	AS	Health Care and Natural Resources	Math & Science	Nampa	Regional	Traditional and/or Online Delivery
ISU	Biology	26.0101	AS*	Botany, Ecology, Microbiology, Zoology minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Biology	26.0101	AS*	N/A	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Biology	26.0101	B.S.	Emphases: Botany, Ecology, Environmental Biology, Human Biology, Microbiology, Molecular and Cell Biology, Zoology.	Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional
ISU	Biology	26.0101	BA, BS	Botany, Ecology, Microbiology, Zoology minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Biology	26.0101	BA, BS	minor	Natural Sciences and Math	Lewiston	Regional	classroom/online
UI	Biology	26.0101	Baccalaureate	Minor	COS	Moscow	Regional	Traditional
UI	Reproductive Biology	26.0101	Certificate		COS	Moscow	Regional	Traditional
ISU	Biology	26.0101	DA, Ph D	Botany, Ecology, Microbiology, Zoology minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Biology	26.0101	Graduate			Moscow	Regional	Traditional
BSU	Biology	26.0101	M.A.	Project Option, Examination Option	Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Biology	26.0101	M.S.		Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional
BSU	Biology	26.0101	Minor		Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional
ISU	Geological Sciences	26.0101	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face /Moodle/Asynchronous
ISU	Biology	26.0101	MS, MNS	Botany, Ecology, Microbiology, Zoology minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Biochemistry	26.0202	Baccalaureate	Minor	COS	Moscow	Regional	Traditional
ISU	Biochemistry	26.0202	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Molecular Biology and Biochemistry	26.0204	Baccalaureate		COS	Moscow	Regional	Traditional
UI	Microbiology, Molecular Biology and Biochemistry	26.0204	Graduate		COS	Moscow	Regional	Traditional
UI	Molecular Biology and Biochemistry	26.0204		Minor	COS	Moscow	Regional	Traditional
NIC	Botany	26.0301	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
ISU	Botany	26.0301	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	Pre-Microbiology/Medical Tech	26.0501	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
UI	Microbiology	26.0502	Baccalaureate	Minor	COS	Moscow	Regional	Traditional
ISU	Microbiology	26.0502	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Microbiology	26.0502	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Microbiology	26.0502	Ph.D.	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Zoology	26.0701	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
ISU	Zoology	26.0701	BS	Biology, Botany, Ecology, Microbiology, Zoology minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Entomology	26.0702	Graduate	Minor	CALS	Moscow	Statewide	traditional/video link
BSU	Raptor Biology	26.0799	M.S.		Arts & Sciences/ Biological Sciences	Boise	Regional	Traditional
UI	Bioinformatics and Computational Biology	26.1103	Graduate		COGS and COS	Moscow		Traditional
ISU	Ecology	26.1301	BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Ecology and Conservation Biology	26.1307	Baccalaureate	Natural Resources Ecology Option	CNR	Moscow	Statewide	Traditional
UI	Restoration Ecology	26.1307	Graduate Certificate		CNR	Moscow, Boise	Statewide	Online
UI	Ecology and Conservation Biology	26.1307		Conservation Biology Option				
UI	Neuroscience	26.1501	Graduate		COGS and ENG			
CSI	Natural Science	26.999	AS		Biology	CSI Campus		
LCSC	Natural Science	26.999		minor only	Natural Sciences and Math	Lewiston	Regional	classroom
CSI	Fish & Wildlife Resources	26.9999	AS		Biology	CSI Campus		
NIC	Mathematics	27.0101	A.A.	N/A	Mathematics	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Mathematics	27.0101	A.S.	N/A	Mathematics	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Mathematics	27.0101	AS		Math, Engineering & Computer Science	CSI Campus	Regional	Traditional with some portion avail online
ISU	Mathematics	27.0101	AS	Applied Mathematics, Mathematics, Statistics minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Mathematics	27.0101	AS	N/A	Science and Engineering	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
CWI	Math (added AY 2010-2011)	27.0101	AS, AA	NA	Math & Science	Boise Nampa	Regional	Traditional and/or Online Delivery

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Mathematics	27.0101	B.A., B.S.		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
LCSC	Mathematics	27.0101	BA, BS	minor	Naturals Sciences and Math	Lewiston	Regional	classroom
UI	Mathematics	27.0101	Baccalaureate	Minor	COS	Moscow	Regional	Traditional
ISU	Mathematics	27.0101	BS	Applied Mathematics, Mathematics, Statistics minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Mathematics	27.0101	DA	Applied Mathematics, Mathematics, Statistics minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Mathematics	27.0101	Graduate			Moscow	Regional/Statewide	Traditional
BSU	Mathematics	27.0101	M.S.		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
ISU	Mathematics for Secondary Teachers	27.0101	MA	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Mathematics	27.0101	Minor		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
ISU	Mathematics	27.0101	MS	Applied Mathematics, Mathematics, Statistics minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Applied Mathematics	27.0301	B.S.		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
BSU	Applied Mathematics	27.0301	Minor		Arts & Sciences/ Mathematics	Boise	Regional	Traditional
UI	Mathematics	27.0301		General Option		Moscow	Regional	Traditional
UI	Mathematics	27.0301		Applied-Statistics Option		Moscow	Regional	Traditional
UI	Mathematics	27.0301		Applied-Computation Option		Moscow	Regional	Traditional
UI	Mathematics	27.0301		Applied-Scientific Modeling Option		Moscow	Regional	Traditional
UI	Mathematics	27.0301		Applied-Actuarial Science and Finance Option		Moscow	Regional	Traditional
UI	Mathematics	27.0301		Applied-Operations Research Option		Moscow	Regional	Traditional
ISU	Statistics	27.0501	BS	Applied Mathematics, Mathematics, Statistics minors	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Process & Performance Excellence	27.0501	Certificate		COS	Moscow	Statewide	Traditional
UI	Statistics	27.0501	Certificate	minor	COS	Moscow	Regional	Traditional Engineering Outreach Hybrid
UI	Statistical Sciences	27.0501	Graduate		COS	Moscow	Regional	Traditional Engineering Outreach Hybrid
UI	Aerospace Studies	28.0101	Minor		CLASS	Moscow		traditional
UI	Naval Science	28.0401	Minor		CLASS	Moscow		traditional
UI	Military Science	28.0503	Minor		CLASS	Moscow		traditional
BSU	Military Science	29.0101	Minor		Soc Sci & Public Affairs/ Military Science	Boise	Regional	Traditional
ISU	Waste Mgmt and Environ Studies	30.0601	MS	N/A	Graduate School	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Waste Mgmt and Environ Studies	30.0601	MS	N/A	Graduate School	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Gerontological Studies	30.1101	Graduate Certificate	Concentrations: Counseling, Health Sciences, Social, Health Promotion/Exercise Science	Education/ Counselor Education; Health Sciences/ Health Science Program; Social Sciences & Public Affairs/ Social Work	Boise	Regional	Traditional
BSU	Gerontology	30.1101	Minor		Health Sciences/ Health Science Program	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
LCSC	Behavioral Science	30.1701	AA	minor	Social Science	Lewiston	Regional	classroom/online
ISU	International Studies	30.2001	BA	International Studies minor, emphases	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Diversity and Stratification	30.2301	Certificate		CLASS	Moscow		hybrid
NIC	Interdisciplinary Studies	30.9999	A.A.	N/A	Interdisciplinary Studies	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Interdisciplinary Studies	30.9999	A.S.	N/A	Interdisciplinary Studies	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
BSU	Geoarchaeology	30.9999	B.A.		Arts & Sciences, Soc Sci & Pub Affairs/ Geosciences, Anthropology	Boise	Regional	Traditional
BSU	Interdisciplinary Studies	30.9999	B.A., B.S.		Arts & Sciences/ Administration	Boise	Regional	Traditional
BSU	Applied Science	30.9999	B.A.S.		Arts & Sciences/ Administration	Boise	Regional	Traditional
LCSC	Interdisciplinary Studies	30.9999	BA, BS		BUS/HUM/SS/NS	LEW/CDA	Regional	classroom/online
UI	Interdisciplinary Studies	30.9999	Baccalaureate	Minor	CLASS	Moscow/CDA		traditional
CSI	Bachelor of University Studies	30.9999	BUS			CSI Campus		
ISU	Bachelor of University Studies	30.9999	BUS	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Bachelor of University Studies	30.9999	BUS	N/A	Arts and Letters	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Bachelor of University Studies	30.9999	BUS	N/A		CSI Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Interdisciplinary Studies	30.9999	Graduate					
BSU	Interdisciplinary Studies	30.9999	M.A., M.S.		Arts & Sciences/ Administration	Boise	Regional	Traditional
ISU	General Interdisciplinary	30.9999	MNS, MS, MA, M Ed	N/A	Graduate School	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	General Interdisciplinary	30.9999	MS	N/A	Graduate School	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Recreation	31.0301	Baccalaureate		ED	Moscow	Regional	Face-to-Face
UI	Movement and Leisure Sciences	31.0301	Graduate		ED	Moscow	Regional	Face-to-Face
CWI	Education-Physical K-12 (added AY 2010-2011)	31.0501	AA	NA	Social & Behavioral	Boise Nampa Caldwell	Regional	Traditional and/or Online Delivery
LCSC	Sport Administration	31.0504	BA, BS		Business/ Education	Lewiston	Regional	classroom/online
UI	Sport Science	31.0504		Minor	ED	Moscow	Regional	Face-to-Face
BSU	Exercise Science	31.0505	B.S.	Emphases: Biomechanics, Exercise Physiology, Fitness Evaluation and Programming	Education/ Kinesiology	Boise	Regional	Traditional
LCSC	Kinesiology	31.0505	BA, BS	minor/ Exercise Science/Sports Medicine	Education	Lewiston	Regional	classroom
LCSC	Kinesiology	31.0505	BA, BS	Health Promotiona/Personal Training/Wellness Coaching	Education	Lewiston	Regional	classroom
LCSC	Kinesiology	31.0505	BA, BS	Sport Administration/Coaching	Education	Lewiston	Regional	classroom
LCSC	Kinesiology	31.0505	BA, BS	Youth Sports/Recreation	Education	Lewiston	Regional	classroom
UI	Exercise Science and Health	31.0505	Baccalaureate		ED	Moscow	Regional	Face-to-Face
BSU	Kinesiology	31.0505	M.K.	Emphases: Behavioral Studies, Biophysical Studies, Socio-historical Studies	Education/ Kinesiology	Boise	Regional	Traditional
BSU	Exercise and Sports Studies	31.0505	M.S.	Emphases: behavioral, biophysical, and socio-historical studies	Education/ Kinesiology	Boise	Regional	Traditional
NIC	Non-Degree Seeking Students	32.0101	N/A	N/A	N/A	Coeur d'Alene	Region	

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Writing	36.0118		Minor	CLASS	Moscow		traditional
NIC	Philosophy	38.0101	A.A.	N/A	Philosophy	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Philosophy	38.0101	A.S.	N/A	Philosophy	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
BSU	Philosophy	38.0101	B.A.		Arts & Sciences/ Philosophy	Boise	Regional	Traditional
ISU	Philosophy	38.0101	BA	Philosophy, Ethics, Philosophy & Religion minors, options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Philosophy	38.0101	Baccalaureate	Minor	CLASS	Moscow		hybrid
UI	Philosophy	38.0101	Graduate			Moscow		traditional
BSU	Philosophy	38.0101	Minor		Arts & Sciences/ Philosophy	Boise	Regional	Traditional
UI	Bioethics	38.0101		Minor	CLASS	Moscow		traditional
UI	Global Justice	38.0104	Certificate		CLASS	Moscow		hybrid/study abroad
UI	Professional Ethics	38.0104	Certificate		CLASS	Moscow		hybrid
UI	Religious Studies	38.0201		Minor	CLASS	Moscow		traditional
LCSC	Physical Science	40.0101		minor only	Natural Sciences and Math	Lewiston	Regional	classroom
NIC	Astronomy	40.0203	A.S.	N/A	Astronomy	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
BSU	Chemistry	40.0401	Minor		Arts & Sciences/ Chemistry & Biochemistry	Boise	Regional	Traditional
NIC	Chemistry	40.0501	A.S.	N/A	Chemistry	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
CSI	Chemistry	40.0501	AS		Physical Science	CSI Campus	Regional	Traditional with some portion avail online
CWI	Chemistry (added AY 2010-2011)	40.0501	AS	NA	Math & Science	Nampa	Regional	Traditional
ISU	Chemistry	40.0501	AS*	Chemistry minor	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Chemistry	40.0501	AS*	N/A	Science and Engineering	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Chemistry	40.0501	B.S.	Emphases: ACS certified Biochemistry, Biochemistry, Business, Forensics, General, Geochemistry, Pre-Medical, Professional	Arts & Sciences/ Chemistry & Biochemistry	Boise	Regional	Traditional
ISU	Chemistry	40.0501	BA, BS	Chemistry minor	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Chemistry	40.0501	BA, BS	Geochemistry Emphasis / minor	Natural Sciences and Math	Lewiston	Regional	classroom/online
UI	Chemistry	40.0501	Baccalaureate	Minor	COS	Moscow	Statewide	Lecture/lab
UI	Chemistry	40.0501	Graduate			Moscow	Statewide	Lecture/lab
BSU	Chemistry	40.0501	M.S.		Arts & Sciences/ Chemistry & Biochemistry	Boise	Regional	Traditional
ISU	Chemistry	40.0501	MNS, MS	Chemistry minor	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Chemistry	40.0501		General Option		Moscow	Statewide	Lecture/lab
UI	Chemistry	40.0501		Professional Option		Moscow	Statewide	Lecture/lab
UI	Chemistry	40.0501		Pre-Medical Option		Moscow	Statewide	Lecture/lab
UI	Chemistry	40.0501		Forensics Option		Moscow	Statewide	Lecture/lab
NIC	Geology	40.0601	A.S.	N/A	Geology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Geology	40.0601	AS		Physical Science	CSI Campus	Regional	Traditional with some portion avail online

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CWI	Geology (added AY 2010-2011)	40.0601	AS	NA	Math & Science	Nampa	Regional	Traditional
ISU	Geology	40.0601	AS*	Emphasis	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Geology	40.0601	AS*	Emphasis	Science and Engineering	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Geosciences	40.0601	B.S.	Emphases: Geology, Hydrology	Arts & Sciences/ Geosciences	Boise	Regional	Traditional
ISU	Geology	40.0601	BA, BS	Emphasis	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Earth Science	40.0601	BA, BS		Natural Sciences and Math	Lewiston	Regional	classroom/online
UI	Geological Sciences	40.0601	Baccalaureate	General Geology Option	COS	Moscow	Statewide	Traditional
UI	Geology	40.0601	Graduate			Moscow	Statewide	Traditional
BSU	Earth Sciences	40.0601	M.ESci.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
BSU	Geology	40.0601	M.S.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
ISU	Geology	40.0601	MNS, MS	Emphasis	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Geosciences	40.0601	Ph.D.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
LCSC	Geology/ Earth Science	40.0601		minor only	Natural Sciences and Math	Lewiston	Regional	classroom
UI	Geological Sciences	40.0601		Hyrogeology Option		Moscow	Statewide	Traditional
UI	Geological Sciences	40.0601		Resource Exploration Option		Moscow	Statewide	Traditional
UI	Geological Sciences	40.0601		Environmental Geology Option		Moscow	Statewide	Traditional
UI	Geological Sciences	40.0601		Geological Education Option		Moscow	Statewide	Traditional
UI	Geological Sciences	40.0601		Structural Geology and Tectonics Option		Moscow	Statewide	Traditional
UI	Geology	40.0601		Minor (UG)	COS	Moscow	Statewide	Traditional
BSU	Geophysics	40.0603	B.S.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
BSU	Geophysics	40.0603	M.S.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
ISU	geo	40.0603	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Geophysics/Hydrology	40.0603	MS	N/A	Science and Engineering	ISU-Meridian Cir	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Geophysics	40.0603	Ph.D.		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
BSU	Hydrologic Sciences	40.0605	M.S.		Engineering/ Geosciences Civil Engineering	Boise	Regional	Traditional
ISU	Earth and Environmental Systems	40.0699	BS, BA	Geology, Geotechnology minors, tracks	Science and Engineering	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Geospatial Information Analysis	40.0699	Graduate Certificate		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
BSU	Geospatial Information Analysis	40.0699	Minor		Arts & Sciences/ Geosciences	Boise	Regional	Traditional
ISU	Geographic Information Systems (GIS)	40.0699	MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Geotechnology	40.0699	PB Cert, Minor	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Geotechnology	40.0699	PB Cert, Minor	N/A	Science and Engineering	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Physics	40.0801	A.S.	N/A	Physics	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Physics	40.0801	AS		Physical Science	CSI Campus	Regional	Traditional with some portion avail online
CWI	Physics (added AY 2010-2011)	40.0801	AS	NA	Math & Science	Nampa	Regional	Traditional
ISU	Physics	40.0801	AS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Physics	40.0801	AS	N/A	Science and Engineering	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Physics	40.0801	B.S.		Arts & Sciences/ Physics	Boise	Regional	Traditional
ISU	Physics	40.0801	BA, BS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Physics	40.0801	Baccalaureate	Minor	COS	Moscow	Statewide	Live lecture/live video
UI	Physics	40.0801	Graduate			Moscow	Statewide	Live lecture/live video
BSU	Physics	40.0801	Minor		Arts & Sciences/ Physics	Boise	Regional	Traditional
ISU	Physics	40.0801	MNS, MS	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Physics: Health Physics Emphasis	40.0801	MS Emph.	N/A	Science and Engineering	University Place	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Physics, Applied	40.0801	Ph D	N/A	Science and Engineering	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	Physics	40.0801		General Physics Emphasis		Moscow	Statewide	Live lecture/live video
UI	Physics	40.0801		Applied Physics Emphasis		Moscow	Statewide	Live lecture/live video
EITC	Radiation Safety Technologies	41.0299	RDS.TC	N/A	Radiation Safety Technologies	Idaho Falls, ID	Regional	Lecture/Lab
NIC	Psychology	42.0101	A.A.	N/A	Psychology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Psychology	42.0101	A.S.	N/A	Psychology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CWI	Psychology	42.0101	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
BSU	Psychology	42.0101	B.A., B.S.		Soc Sci & Public Affairs/ Psychology	Boise	Regional	Traditional
ISU	Psychology	42.0101	BA, BS	Psychology minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Psychology	42.0101	BA, BS	minor	Social Science	Lewiston	Regional	classroom
UI	Psychology	42.0101	Baccalaureate	Minor	CLASS	Moscow		hybrid
UI	Psychology	42.0101	Graduate			Moscow		hybrid
BSU	Psychology	42.0101	Minor		Soc Sci & Public Affairs/ Psychology	Boise	Regional	Traditional
ISU	Psychology	42.0101	MS	Psychology minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Addictions	42.0101		Minor	CLASS	Moscow/CDA		Hybrid
ISU	Clinical Psychology	42.0201	Ph D	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	School Psychology	42.1801	Ed S	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
UI	School Psychology	42.2805	Graduate		ED	Moscow/Boise/CDA	Statewide	traditional
BSU	Criminal Justice	43.0103	A.S.		Soc Sci & Public Affairs/ Department of Criminal Justice	Boise	Regional	Traditional
BSU	Criminal Justice	43.0103	B.A., B.S.		Soc Sci & Public Affairs/ Criminal Justice	Twin Falls	Regional	Traditional
BSU	Criminal Justice	43.0103	B.A., B.S.		Soc Sci & Public Affairs/ Department of Criminal Justice	Boise	Regional	Traditional
BSU	Criminal Justice	43.0103	M.A.		Soc Sci & Public Affairs/ Department of Criminal Justice	Boise	Regional	Traditional
NIC	Criminal Justice	43.0104	A.A.	N/A	Criminal Justice	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Criminal Justice	43.0104	A.S.	N/A	Criminal Justice	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Criminal Justice Administration	43.0104	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online and/OR Online exclusively
CWI	Criminal Justice	43.0104	AA	CORR Concentration & GEN Concentration	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
ISU	Criminal Justice	43.0104	AA	Options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Criminal Justice	43.0104	BA, BS		Soc Sci & Public Affairs	BSU Campus		
LCSC	Justice Studies	43.0104	BA, BS	minor	Social Science	LEW/CDA	Regional	classroom
UI	Justice Studies	43.0104		Minor	CLASS	Moscow		traditional
LCSC	Forensic Science	43.0106		minor only	Natural Sciences and Math	Lewiston	Regional	classroom
NIC	Administration of Justice	43.0107	A.A.S.	N/A	Criminal Justice	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Law Enforcement	43.0107	A.A.S.	N/A	Law Enforcement	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Correction Specialist	43.0107	AAS		Social Science	CSI Campus	Regional	
CSI	Law Enforcement	43.0107	AAS, TC		Social Science	CSI Campus	Regional	Traditional with some portion avail online
NIC	Law Enforcement	43.0107	Post-Secondary	P.O.S.T.	Law Enforcement	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
ISU	Law Enforcement	43.0107	TC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Law Enforcement	43.0107	Tech. Certificate	N/A	Law Enforcement	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Fire Service Technology	43.0201	AAS		Workforce Training	CSI Campus	Regional	Traditional with some portion avail online
NIC	Fire Service Technology	43.0203	A.A.S.	N/A	Fire Service	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CWI	Fire Service Tech	43.0203	AAS	NA	Trade & Technology	Boise	Regional	Traditional
CWI	Wildland Fire Management	43.0203	AAS	NA	Trade & Technology	Boise	Regional	Traditional
ISU	Fire Service Technology	43.0203	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Fire Service Technology	43.0203	AAS		BTS	Lewiston	Regional	classroom
ISU	Fire Service Administration (Fully Online)	43.0203	AS	N/A	Technology	ISU Campus	Statewide	Online/Distance Learning
LCSC	Fire Service Technology	43.0203	BAS		BTS	Lewiston	Regional	classroom
ISU	Fire Service Administration (Fully Online)	43.0203	BS	N/A	Technology	ISU Campus	Statewide	Online/Distance Learning
EITC	Fire Service Technology	43.0203	FST.AAS	N/A	Fire Service Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Module I Wildland Firefighter	43.0203	WF1.PSTC	N/A	Fire Service Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Module II Adv. Wildland Firefighter	43.0203	WF2.PSTC	N/A	Fire Service Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Module III Single Resource Boss	43.0203	WF3.PSTC	N/A	Fire Service Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Module IV strike Team/Task Force	43.0203	WF4.PSTC	N/A	Fire Service Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Wildland Fire Management	43.0203	WFM.AAS	N/A	Fire Service Technologies	Idaho Falls, ID	Regional	Lecture/Lab

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Emergency Planning and Management	43.0302	Certificate		ENGR	Idaho Falls	Regional/Worldwide	Live, CV , and Outreach
ISU	Emergency Management (Fully Online)	43.9999	AS	N/A	Technology	ISU Campus	Statewide	Online/Distance Learning
UI	Public Administration	44.0401	Graduate		CLASS	Moscow		traditional
BSU	Public Administration	44.0401	M.P.A.	Emphases: General Public Administration, Environmental & Natural Resource Policy & Admin., State and Local Govt. Policy & Admin.	Soc Sci & Public Affairs/ Public Administration	Boise	Statewide	Traditional
ISU	Public Administration	44.0401	MPA	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Public Policy and Administration	44.0401	Ph.D.		Soc Sci & Public Affairs/ Public Policy and Administration	Boise	Statewide	Traditional
UI	Public Administration and Policy	44.0401		Minor	CLASS	Moscow		traditional
NIC	Social Work	44.0701	A.A.	N/A	Sociology	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Social Work	44.0701	A.S.	N/A	Sociology	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CWI	Social Work (added AY 2010-2011)	44.0701	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
BSU	Social Work	44.0701	B.A.		Soc Sci & Public Affairs/ School of Social Work	Boise, Twin Falls	Regional	Traditional
ISU	Social Work	44.0701	BA	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Social Work	44.0701	BA, BS		Social Science	LEW/CDA	Regional	classroom
BSU	Social Work	44.0701	M.S.W.		Soc Sci & Public Affairs/ School of Social Work	Boise	Statewide	Traditional
BSU	Social Work	44.0701	M.S.W.		Soc Sci & Public Affairs/ School of Social Work	Lewiston, Coeur d'Alene, Twin Falls	Statewide	Traditional
BSU	Refugee Services Foundation	44.0799	Certificate, Graduate Certificate		School of Social Work/ Institute for Families and Communities	Boise	Regional	Traditional
BSU	Social Science	45.0101	A.S.		Soc Sci & Public Affairs/ Sociology	Boise	Regional	Traditional
CSI	Social Work	45.0101	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online
BSU	Social Science	45.0101	B.A., B.S.		Soc Sci & Public Affairs/ Sociology	Boise	Regional	Traditional
LCSC	Social Sciences	45.0101	BA, BS	Anthropology, History, Political Science, Sociology, minor	Social Science	Lewiston	Regional	classroom
LCSC	Global Perspectives	45.0101		minor only	Social Science	Lewiston	Regional	classroom
NIC	Anthropology	45.0201	A.A.	N/A	Anthropology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
NIC	Anthropology	45.0201	A.S.	N/A	Anthropology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
CSI	Anthropology	45.0201	AA		Social Science	CSI Campus	Regional	traditional with some portion avail online
CWI	Anthropology (added AY 2010-2011)	45.0201	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Anthropology	45.0201	B.A.	Liberal Arts option	Soc Sci & Public Affairs/ Anthropology	Boise	Regional	Traditional
ISU	Anthropology	45.0201	BA	American Indian Studies, Anthropology, Latino Studies, Linguistics minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Anthropology	45.0201	BA	American Indian Studies, Anthropology, Latino Studies, Linguistics minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Anthropology	45.0201	Baccalaureate	Minor	CLASS	Moscow		traditional
UI	Anthropology	45.0201	Graduate			Moscow		traditional
BSU	Anthropology	45.0201	M.A.		Soc Sci & Public Affairs/ Anthropology	Boise	Regional	Traditional
BSU	Anthropology, Applied	45.0201	M.A.A.		Soc Sci & Public Affairs/ Anthropology	Boise	Regional	Traditional
BSU	Anthropology	45.0201	Minor	Liberal Arts option	Soc Sci & Public Affairs/ Anthropology	Boise	Regional	Traditional
UI	Archaeological Technician	45.0301	Certificate		CLASS	Moscow		traditional
CSI	Economics	45.0601	AA		Business	CSI Campus	Regional	Traditional with some portion avail online and/OR Online exclusively
CWI	Economics (added AY 2010-2011)	45.0601	AA	NA	Business & Economics	Nampa	Regional	Traditional and/or Online Delivery
BSU	Economics	45.0601	B.A.		Business & Economics/ Economics	Boise	Regional	Traditional
ISU	Economics	45.0601	BA, BS	Economics minor, options	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Economics	45.0601	Baccalaureate		CLASS	Moscow		traditional
BSU	Economics	45.0601	Minor		Business & Economics/ Economics	Boise	Regional	Traditional
UI	Economics	45.0601		Minor	CBE	Moscow		Traditional
CSI	Geography	45.0701	AA		Physical Science	CSI Campus	Regional	Traditional with some portion avail online
CWI	Geography (added AY 2010-2011)	45.0701	AA	NA	Social & Behavioral	Nampa	Regional	Traditional and/or Online Delivery
UI	Geography	45.0701	Baccalaureate		COS	Moscow	Statewide	In-person
UI	Geographic Information Systems	45.0701	Certificate		COS	Moscow, CdA, Boise	Statewide	In-person, CV, web
UI	Geography	45.0701	Graduate			Moscow	Statewide	In-person
LCSC	Geographic Information Science	45.0701		minor only	Natural Sciences and Math	Lewiston	Regional	classroom
UI	Climate Change	45.0701		Minor	COS	Moscow	Statewide	In person
LCSC	Engineering Technology GIS	45.0702	AAS		IT	Lewiston	Regional	classroom
LCSC	Engineering Technology GIS	45.0702	BAS		IT	Lewiston	Regional	classroom
NIC	History	45.0801	A.A.	N/A	History	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	History	45.0801	A.S.	N/A	History	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
UI	International Studies	45.0901	Baccalaureate	Minor	CLASS	Moscow		hybrid/study abroad
UI	Comparative/International Politics	45.0901		Minor	CLASS	Moscow		traditional
UI	International Political Economy	45.0901		Minor	CBE and CLASS	Moscow	Regional	Face to face

Program Inventory

ATTACHMENT 2

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Political Science	45.1001	A.A.	N/A	Political Science	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Political Science	45.1001	A.S.	N/A	Political Science	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Political Science	45.1001	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online and/OR AA only Online exclusively
CWI	Political Science	45.1001	AA	NA	Business & Economics	Boise Nampa	Regional	Traditional and/or Online Delivery
ISU	Political Science	45.1001	AS*	Political Science minor, emphasis	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Political Science	45.1001	AS*	N/A	Arts and Letters	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Political Science	45.1001	B.A., B.S.	Emphases: American Govt and Public Policy, International Relations, Public Law and Political Philosophy	Soc.Sci & Public Affairs/ Political Science	Boise	Regional	Traditional
ISU	Political Science	45.1001	BA, BS	Political Science minor, emphasis	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Political Science	45.1001	Baccalaureate	Minor	CLASS	Moscow		traditional
ISU	Political Science	45.1001	DA	Political Science minor, emphasis	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Political Science	45.1001	Graduate			Moscow		traditional
ISU	Political Science	45.1001	MA	Political Science minor, emphasis	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Political Science	45.1001		minor only	Social Science	Lewiston	Regional	classroom
UI	American Government/Public Law	45.1002		Minor	CLASS	Moscow		traditional
NIC	Sociology	45.1101	A.A.	N/A	Sociology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Sociology	45.1101	A.S.	N/A	Sociology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Sociology	45.1101	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online
CWI	Sociology	45.1101	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
BSU	Sociology	45.1101	B.A., B.S.		Soc.Sci & Public Affairs/ Sociology	Boise	Regional	Traditional
ISU	Sociology	45.1101	BA	Sociology minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Sociology	45.1101	Baccalaureate	Minor	CLASS	Moscow		hybrid
ISU	Sociology	45.1101	MA	Sociology minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Sociology	45.1101	Minor		Soc.Sci & Public Affairs/ Sociology	Boise	Regional	Traditional
LCSC	Sociology	45.1101		minor only	Social Science	Lewiston	Regional	classroom
UI	Sociology	45.1101		Criminology Emphasis		Moscow		hybrid
UI	Sociology	45.1101		Inequalities and Globalization Emphasis		Moscow		hybrid
UI	Sociology	45.1101		General Sociology Emphasis		Moscow		hybrid
NIC	Carpentry Management Tech	46.0201	A.A.S.	N/A	Carpentry	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Carpentry	46.0201	Tech. Certificate	N/A	Carpentry	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
LCSC	Electrical Apprenticeship	46.0302	AAS		TI/WFI	Lewiston	Regional	classroom
LCSC	Electrical Apprenticeship	46.0302	BAS		TI/WFI	Lewiston	Regional	classroom
ISU	Electrical Technician	46.0302	TC*	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Apprenticeship	46.0303	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Building Construction Technology	46.0415	ATC, PTC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Residential Construction	46.0499	AAS, TC		Trade & Industry	CSI Campus	Regional	
LCSC	Plumbing Apprenticeship	46.0503	AAS		TI/WFI	Lewiston	Regional	classroom
LCSC	Plumbing Apprenticeship	46.0503	BAS		TI/WFI	Lewiston	Regional	classroom
CWI	Apprenticeship	47.0000	AAS	NA	Trade & Technology	Boise	Regional	Traditional
EITC	Sheet Metal Mechanic Apprentice	47.0000	APA.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Plumbing Apprentice	47.0000	APB.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Carpenter Apprentice	47.0000	APC.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Electrical Apprentice	47.0000	APE.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Pipe Fitter Apprentice	47.0000	APF.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Heating & Air Conditioning Apprentice (Missing from the list)	47.0000	APH.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Instrument Mechanic Apprentice	47.0000	API.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Lineman Apprentice	47.0000	APL.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Machinist Apprentice	47.0000	APM.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Painter Apprentice	47.0000	APP.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Locksmith & Safe Repair Apprentice	47.0000	APS.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Maintenance Mechanic Apprentice	47.0000	API.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Welder	47.0000	APW.AAS	N/A	Apprenticeship Technologies	Idaho Falls, ID	Regional	Lecture/Lab
ISU	Electronic Wireless/Telecom. Tech.	47.0103	AAS, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Industrial Electronics	47.0105	AAS, ATC, Cert		TI	Lewiston	Regional	classroom
LCSC	Industrial Electronics	47.0105	BAS		TI	Lewiston	Regional	classroom
CWI	Computer Support Specialist, name changed from PC and Document Imaging Technician -	47.0199	TC					
LCSC	Heating Air Conditioning & Appliance Tech	47.0201	AAS, ATC, Cert		TI	Lewiston	Regional	classroom
CSI	Air Cond, Refrig, & Heat	47.0201	AAS, PTC, TC, CC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Heating Air Conditioning & Appliance Tech	47.0201	BAS		TI	Lewiston	Regional	classroom
NIC	Heating, Ventilation, Air Conditioning	47.0201	Tech. Certificate	N/A	Heating, Ventilation, Air Cond.	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Industrial Mechanical Technology	47.0303	TC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
NIC	Maintenance Mechanic/Millwright	47.0303	Tech. Certificate	N/A	Maintenance Mech./Millwright	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CWI	Heavy Equipment Technician	47.0399	AAS, ATC	NA	Transportation	Boise	Regional	Traditional
LCSC	Collision Repair	47.0603	AAS, ATC, Cert		TI	Lewiston	Regional	classroom

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CWI	Auto Body	47.0603	AAS, ATC, TC, PTC	NA	Transportation	Boise	Regional	Traditional
CSI	Auto Body Technology	47.0603	AAS, TC, CC, PTC		Industry Training & Partnerships	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Collision Repair	47.0603	BAS		II	Lewiston	Regional	classroom
ISU	Auto Collision Repair and Refinishing	47.0603	TC, ATC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	Collision Repair Tech	47.0603	Tech. Certificate	N/A	Auto Collision Repair	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Automotive Technology	47.0604	A.A.S.	N/A	Automotive Tech.	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Automotive Technology	47.0604	AAS		Industry Training & Partnerships	CSI Campus	Regional	Traditional with some portion avail online
ISU	Automotive Technology	47.0604	AAS, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Auto Mechanics Technology	47.0604	AAS, ATC, Cert		II	Lewiston	Regional	classroom
CWI	Automotive Technology	47.0604	AAS, ATC, TC, PTC	NA	Transportation	Boise	Regional	Traditional
NIC	Automotive Technology	47.0604	Adv. Tech. Cert.	N/A	Automotive Tech.	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
EITC	Automotive Technology	47.0604	AT.AAS	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Technology	47.0604	AT.ATC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Technology	47.0604	AT.TC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Automatic Transmission & Transaxle Specialist	47.0604	ATA.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Brake Specialist	47.0604	ATB.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Engine Performance Specialist	47.0604	ATE.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Heating & Air Conditioning Specialist	47.0604	ATH.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Electronic Specialist	47.0604	ATE.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Power Trains, Suspension & Steering Specialist	47.0604	ATP.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Automotive Engine Repair Specialist	47.0604	ATR.PSTC	N/A	Automotive Technologies	Idaho Falls, ID	Regional	Lecture/Lab
LCSC	Auto Mechanics Technology	47.0604	BAS		II	Lewiston	Regional	classroom
NIC	Automotive Technology	47.0604	Post-Secondary	Basic	Automotive Tech.	Coeur d'Alene	Region	Has not been offered in the past Not in catalog
CWI	Maintenance and Light Repair	47.0604	PTC	NA	Transportation	Boise	Regional	Traditional
NIC	Automotive Technology	47.0604	Tech. Certificate	N/A	Automotive Tech.	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Diesel Technology	47.0605	A.A.S.	N/A	Diesel Technology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
LCSC	Diesel Technology	47.0605	AAS, ATC, Cert		II	Lewiston	Regional	classroom
CWI	Heavy Duty Truck Technician	47.0605	AAS, ATC, TC, PTC	NA	Transportation	Boise	Regional	Traditional
CSI	Diesel Technology	47.0605	AAS, TC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
NIC	Diesel Technology	47.0605	Adv. Tech. Cert.	N/A	Diesel Technology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
ISU	Diesel/On-Site Power Generation Technology	47.0605	ATC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Diesel Technology	47.0605	BAS		II	Lewiston	Regional	classroom
EITC	Diesel Technology	47.0605	DT.AAS	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Diesel Technology	47.0605	DT.ATC	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Diesel Heavy Duty Brake Specialist	47.0605	DTB.PSTC	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Diesel Heavy Duty Dr Train Specialist	47.0605	DTD.PSTC	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Diesel Heavy Duty Electrical System	47.0605	DTE.PSTC	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Diesel Fuel Injection Specialist	47.0605	DTF.PSTC	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Diesel Engine Specialist	47.0605	DTS.PSTC	N/A	Diesel Technologies	Idaho Falls, ID	Regional	Lecture/Lab
NIC	Diesel Technology	47.0605	Post Secondary	N/A	Diesel Technology	Coeur d'Alene	Region	Classes not offered but left active by request
NIC	Electrical Systems	47.0605	Post-Secondary	Basic	Diesel Technology	Coeur d'Alene	Region	Classes not offered but still left active by request. See Diesel Technology Post Secondary
NIC	Diesel Technology	47.0605	Tech. Certificate	N/A	Diesel Technology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CWI	Powersports and Small Engine Repair Technology	47.0606	AAS, ATC, TC, PTC	NA	Transportation	Boise	Regional	Traditional
ISU	Aircraft Maintenance Technology	47.0608	ATC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	Outdoor Power/Recreational Vehicle	47.0611	Tech. Certificate	N/A	Outdoor Power/Recreational	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Computer Aided Design Tech	48.0101	A.A.S.	Architectural Design	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	A.A.S.	Civil Design	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	A.A.S.	Mechanical	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	Adv. Tech. Cert.	Architectural Design	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	Adv. Tech. Cert.	Civil Design	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	Adv. Tech. Cert.	Mechanical	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	Tech. Certificate	Architectural Design	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	Tech. Certificate	Civil Design	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Aided Design Tech	48.0101	Tech. Certificate	Mechanical	Computer Aided Design	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Machine & CNC Technology	48.0501	A.A.S.	N/A	Machining	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
ISU	Machining Technology	48.0501	AAS, ATC, PTC, TC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
CWI	Machine Tool Technology	48.0501	AAS, ATC, TC, PTC	NA	Trade & Technology	Boise	Regional	Traditional
NIC	Machine & CNC Technology	48.0501	Adv. Tech. Cert.	N/A	Machining	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Machine Technology	48.0501	Post-Secondary	N/A	Machining	Coeur d'Alene	Region	Not Offered
NIC	Machine & CNC Technology	48.0501	Tech. Certificate	N/A	Machining	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Welding Technology	48.0508	A.A.S.	N/A	Welding	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CWI	Heavy Equipment Welding and Fabrication	48.0508	AAS, ATC	NA	Trade & Technology	Boise	Regional	Traditional
LCSC	Welding Technology	48.0508	AAS, ATC, Cert		IT	Lewiston	Regional	classroom
CWI	Welding & Metals Fabrication	48.0508	AAS, ATC, PTC	NA	Trade & Technology	Boise	Regional	Traditional
CSI	Welding Technology	48.0508	AAS, TC, CC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
NIC	Welding Technology	48.0508	Adv. Tech. Cert.	N/A	Welding	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CWI	Mechanical Welding Technology	48.0508	ATC, TC	NA	Trade & Technology	Boise	Regional	Traditional
LCSC	Welding Technology	48.0508	BAS		IT	Lewiston	Regional	classroom
NIC	Welding Technology	48.0508	Post-Secondary	N/A	Welding	Coeur d'Alene	Region	Not Offered
ISU	Welding	48.0508	TC, AAS, ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	Welding Technology	48.0508	Tech. Certificate	N/A	Welding	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
EITC	Welding Technology	48.0508	WLD.AAS	N/A	Welding Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Welding Technology	48.0508	WLD.ATC	N/A	Welding Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Welding Technology	48.0508	WLD.TC	N/A	Welding Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Cabinetmaking/woodworking	48.0703	AAS, TC, PTC, CC		Trade & Industry	CSI Campus	Regional	Traditional with some portion avail online
CWI	Professional Truck Driving Training	49.0205	PTC	NA	Transportation	Nampa	Regional	Traditional
EITC	Professional Truck Driver Training	49.0205	PTD.PSTC	N/A	Professional Truck Driving	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Dance	50.0301	AA		Fine Arts	CSI Campus	Regional	Traditional with some portion avail online
UI	Dance	50.0301	Baccalaureate	Minor	ED	Moscow	Regional	Face-to-Face
NIC	Art	50.0402	A.A.	Fine Arts	Art	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Art	50.0402	A.A.	Graphic Design	Art	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
NIC	Art	50.0402	A.S.	Fine Arts	Art	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Art	50.0402	A.S.	Graphic Design	Art	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line, Hybrid
CSI	Art, Commercial	50.0402	AA		Fine Arts	CSI Campus	Regional	Traditional with some portion avail online
CWI	Art-Commercial (added AY 2010-2011)	50.0402	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional
BSU	Graphic Design	50.0402	B.F.A.		Arts & Sciences/ Art	Boise	Regional	Traditional
BSU	Illustration	50.0402	B.F.A.		Arts & Sciences/ Art	Boise	Regional	Traditional
LCSC	Art	50.0402		minor only	Humanities	Lewiston	Regional	classroom
UI	Interior Design	50.0408	Baccalaureate	Minor	CAA	Moscow	Statewide	Face to Face (Traditional)
NIC	Graphic Design	50.0409	A.A.S.	N/A	Graphic Design	Post Falls	Region	Traditional Web Enhanced On-line Hybrid
NIC	Graphic Design	50.0409	Academic Cert.	N/A	Graphic Design	Post Falls	Region	Traditional Web Enhanced On-line Hybrid
NIC	Theatre	50.0501	A.A.	N/A	Theatre	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Theatre	50.0501	A.S.	N/A	Theatre	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Theatre	50.0501	AA		Fine Arts	CSI Campus	Regional	Traditional with some portion avail online
CWI	Theatre (added AY 2010-2011)	50.0501	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional and/or Online Delivery
BSU	Theatre Arts	50.0501	B.A.	Options: Dance, Design, Directing, Dramatic Writing, Performance, and Stage Management	Arts & Sciences/ Theatre Arts	Boise	Regional	Traditional
UI	Theatre Arts	50.0501	Baccalaureate	Minor	CLASS	Moscow		traditional
ISU	Theatre	50.0501	BS, BFA, BA	Acting, Acting & Directing, Costume, Technical Theatre, Technical Theatre & Costume, Theatre, Theatre History & Dramatic Literature minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Theatre Arts	50.0501	Graduate			Moscow		traditional
ISU	Theatre	50.0501	MA	Acting, Acting & Directing, Costume, Technical Theatre, Technical Theatre & Costume, Theatre, Theatre History & Dramatic Literature minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Dance	50.0501	Minor		Arts & Sciences/ Theatre Arts	Boise	Regional	Traditional
BSU	Theatre Arts	50.0501	Minor		Arts & Sciences/ Theatre Arts	Boise	Regional	Traditional
LCSC	Theatre	50.0501		minor only	Humanities	Lewiston	Regional	classroom
UI	Technical Theatre	50.0501		Minor	CLASS	Moscow		traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Musical Theatre	50.0509	Baccalaureate		CLASS	Moscow		traditional
BSU	Cinema and Digital Media Studies	50.0602	Certificate, Undergraduate		Soc Sci & Public Affairs/Communication	Boise	Regional	Traditional
NIC	Photography	50.0605	A.A.	N/A	Photography	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Photography	50.0605	A.S.	N/A	Photography	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Photography	50.0605	AA		Fine Arts	CSI Campus	Regional	Traditional with some portion avail online
CWI	Photography (added AY 2010-2011)	50.0605	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional and/or Online Delivery
CSI	Art, General	50.0701	AA		Fine Arts	CSI Campus	Regional	Traditional with some portion avail online
CWI	Art-General (added AY 2010-2011)	50.0701	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional
ISU	Art	50.0701	AA*	Art History, Studio minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Visual Art	50.0701	B.A.		Art	Boise	Regional	Traditional
BSU	Visual Art	50.0701	B.F.A.	Emphases: Art Metals, Ceramics, Drawing and Painting, Interdisciplinary Art Studio, Photography, Printmaking, Sculpture	Arts & Sciences/Art	Boise	Regional	Traditional
ISU	Art	50.0701	BA, BFA	Art History, Studio minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Art	50.0701	Baccalaureate	Minor	CAA	Moscow	Statewide	Face to Face (Traditional)
UI	Art	50.0701	Graduate			Moscow	Statewide	Face to Face (Traditional)
BSU	Visual Arts	50.0701	MFA		Arts & Sciences/Art	Boise	Regional	Traditional
ISU	Art	50.0701	MFA	Art History, Studio minors	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Visual Art	50.0701	Minor		Arts & Sciences/Art	Boise	Regional	Traditional
UI	Studio Art	50.0702	Baccalaureate		CAA	Moscow	Statewide	Face to Face (Traditional)
BSU	History of Art & Visual Culture	50.0703	B.A.		Arts & Sciences/Art	Boise	Regional	Traditional
BSU	History of Art & Visual Culture	50.0703	Minor		Arts & Sciences/Art	Boise	Regional	Traditional
NIC	Music	50.0901	A.A.	N/A	Music	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Music	50.0901	A.S.	N/A	Music	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
CSI	Music	50.0901	AA		Fine Arts	CSI Campus	Regional	
CWI	Music (added AY 2010-2011)	50.0901	AA	NA	Language & Arts	Boise Nampa	Regional	Traditional and/or Online Delivery
BSU	Music	50.0901	B.A.		Arts & Sciences/Music	Boise	Regional	Traditional
ISU	Music, General	50.0901	BA, BS	Music minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Music Education	50.0901	BME	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Music	50.0901	Graduate	Minor	CLASS	Moscow		traditional
BSU	Music	50.0901	Minor		Arts & Sciences/Music	Boise	Regional	Traditional
LCSC	Music	50.0901		minor only	Humanities	Lewiston	Regional	classroom

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Music: History and Literature	50.0902	Baccalaureate		CLASS	Moscow		traditional
UI	Music: Applied Music	50.0903	Baccalaureate		CLASS	Moscow		traditional
UI	Music: Instrumental Performance	50.0903	Baccalaureate		CLASS	Moscow		traditional
BSU	Music, Performance	50.0903	BM		Arts & Sciences/ Music	Boise	Regional	Traditional
ISU	Music, Performance	50.0903	BM	N/A	Arts and Letters	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Music, Performance	50.0903	MM		Arts & Sciences/ Music	Boise	Regional	Traditional
UI	Music: Composition	50.0904	Baccalaureate		CLASS	Moscow		traditional
UI	Music: Theory	50.0904	Baccalaureate		CLASS	Moscow		traditional
BSU	Music, Composition	50.0904	BM		Arts & Sciences/ Music	Boise	Regional	Traditional
UI	Music: Vocal Performance	50.0908	Baccalaureate		CLASS	Moscow		traditional
BSU	Music, Business	50.1003	B.A.		Arts & Sciences/ Music	Boise	Regional	Traditional
UI	Music: Business	50.1003	Baccalaureate		CLASS	Moscow		traditional
ISU	Health Science	51.0000	BS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Business Leadership	51.0101	Post-Secondary	Supervision	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
ISU	Audiology (first 2 years)	51.0202	AuD	Options	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Audiology (second 2 years)	51.0202	AuD	Options	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Speech-Language Pathology (Fully Online w/clinicals on-site)	51.0203	MS	Emphases	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Speech-Language Pathology (Fully Online w/clinicals on-site)	51.0203	MS	Emphases	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Online/Distance Learning
ISU	Communication Sciences & Disorders	51.0204	Academic Certificate	N/A	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
CSI	Speech/Audiology	51.0204	AS		Biology	CSI Campus		
ISU	Communication Sciences and Disorders	51.0204	BS-Pre-Audiology	Emphases	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Communication Sciences and Disorders	51.0204	BS-Pre-Speech Pathology	Emphases	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/Moodle/Asynchronous
CWI	Dental Assisting	51.0601	AAS, TC	NA	Health & Human Services	Boise	Regional	Traditional
EITC	Dental Assisting	51.0601	DTL, TC	N/A	Dental Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Dental Assistant	51.0601	TC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
CSI	Dental Hygiene	51.0602	AAS		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
CSI	Dental Hygiene (Pre)	51.0602	AS		Biology	CSI Campus		
ISU	Dental Hygiene	51.0602	BS	N/A	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Dental Hygiene	51.0602	MS	N/A	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Dental Laboratory Technology	51.0603	AAS*	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Health Care Administration	51.0701	BS	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Health Informatics and Information Management	51.0706	A.S., B.S.		Health Sciences/ Community & Environmental Health	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CSI	Health Information Technology	51.0707	AAS		Health Science & Human Services	CSI Campus		
ISU	Health Information Technology	51.0707	PTC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Medical Transcriptionist	51.0708	A.A.S.	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
LCSC	Medical Transcription	51.0708	Certificate		BTS	Lewiston	Regional	classroom
ISU	Medical Transcription	51.0708	PTC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Medical Office Transcriptionist Information Technology Pre-Health	51.0708	Tech. Certificate	Pre-Health Info	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
ISU	Medical Informatics	51.0709	AAS, PTC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Medical Office Technology	51.0709	ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Medical Assistant	51.0710	A.A.S.	N/A	Health Professions	Coeur d'Alene	Region	Traditional Web-Enhanced
LCSC	Administrative Medical Assistant	51.0710	AAS, ATC		BTS	Lewiston	Regional	classroom
LCSC	Administrative Medical Assistant	51.0710	BAS		BTS	Lewiston	Regional	classroom
CWI	Medical Administrative Support	51.0710	TC	NA	Business & IT Programs	Boise	Regional	Traditional
NIC	Medical Assistant	51.0710	Tech. Certificate	N/A	Health Professions	Coeur d'Alene	Region	Traditional Web-Enhanced
ISU	Historical Resources Management	51.0711	MA	GIS Track, Digital Media Track	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Medical Receptionist	51.0712	Certificate		BTS	Lewiston	Regional	classroom
LCSC	Medical Biller/Coder	51.0713	Certificate		BTS	Lewiston	Regional	classroom
CSI	Medical Coding	51.0713	TC		Health Science & Human Services	CSI Campus	Regional	Traditional
ISU	Medical Assisting	51.0801	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Medical Assistant	51.0801	AAS		BTS	Lewiston	Regional	classroom
LCSC	Medical Assistant	51.0801	BAS		BTS	Lewiston	Regional	classroom
EITC	Medical Assisting	51.0801	MA.AAS	N/A	Medical Assistant Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Medical Assistant	51.0801	TC		Health Science & Human Services	CSI Campus	Regional	
NIC	Pharmacy Technology	51.0805	Tech. Certificate	N/A	Health Professions	Coeur d'Alene	Region	Traditional Web Enhanced On-line
NIC	Physical Therapist Assistant <i>Pending State Approval</i>	51.0806	A.A.S.	N/A	Health	Coeur d'Alene	Statewide	Traditional Interactive Video
ISU	Physical Therapist Assistant	51.0806	AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
CSI	Veterinary Technology/Assistant	51.0808	AAS		Agriculture/Veterinary Tec	CSI Campus	Regional	Traditional with some portion avail online
CSI	Respiratory Therapy	51.0812	AS		Technology	CSI Campus		
CSI	Chiropractic	51.0813	AS		Biology	CSI Campus		
LCSC	Paramedic	51.0904	AAS		BTS	Lewiston	Regional	classroom
CSI	Paramedics	51.0904	AAS, TC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
ISU	Paramedic	51.0904	AS	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Paramedic	51.0904	AS	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Paramedic	51.0904	ATC	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Paramedic	51.0904	BAS		BTS	Lewiston	Regional	classroom
ISU	Emergency Medical Technician - Basic	51.0904	PTC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
CSI	Emergency Medical Technician	51.0904	TC, PTC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
NIC	Emergency Medical Services	51.0904	Tech. Certificate	N/A	Health Professions	Coeur d'Alene	Region	Traditional
BSU	Radiologic Science	51.0907	A.S., B.S.		Health Sciences/ Radiologic Sciences	Boise	Regional	Traditional
CSI	Radiologic Technology	51.0907	AAS		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
BSU	Respiratory Care	51.0908	A.S., B.S.		Health Sciences/ Respiratory Care	Boise	Regional	Traditional
CSI	Respiratory Therapy	51.0908	AS		Biology	CSI Campus		
ISU	Respiratory Therapy	51.0908	AS	N/A	Technology	CSI Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Respiratory Therapy	51.0908	AS	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
ISU	Respiratory Therapy	51.0908	AS	N/A	Technology	University Place	Regional	Face-to-Face/ Moodle/Asynchronous
BSU	Respiratory Care	51.0908	B.S. completion		Health Sciences/ Respiratory Care	Boise	Regional	On-line
CSI	Surgical First Assisting	51.0909	AAS		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
CSI	Surgical Technology	51.0909	AAS, TC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
CWI	Surgical Technology	51.0909	AAS, TC	N/A	Health & Human Services	Boise	Regional	Traditional
EITC	Surgical Technology	51.0909	SRT.AAS	N/A	Surgical Technologies	Idaho Falls, ID	Regional	Lecture/Lab
LCSC	Medical Diagnostic Imaging	51.0910	BA, BS	MRI/CT basic, advanced	Nursing and Health Sciences	LEW/CDA	Regional	Online
LCSC	Medical Diagnostic Imaging	51.0910	Certificate	MRI/CT basic, advanced	Nursing and Health Sciences	LEW/CDA	Regional	Online
LCSC	Radiographic Science	51.0911	AS		Nursing and Health Sciences	Lewiston	Regional	classroom
CSI	Physician Assistant	51.0912	AS		Biology	CSI Campus		
ISU	Physician Assistant Studies	51.0912	MPAS	N/A	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/ Moodle/Asynchronous
ISU	Physician Assistant Studies	51.0912	MPAS	N/A	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/ Moodle/Asynchronous
BSU	Athletic Training	51.0913	B.S.		Education/ Kinesiology	Boise	Regional	Traditional
UI	Athletic Training	51.0913	Baccalaureate		ED	Moscow	Statewide	Face-to-Face
UI	Athletic Training	51.0913	Graduate			Moscow	Statewide	Face-to-Face and online
ISU	Radiographic Science	51.0910	AAS	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Radiographic Science	51.0910	BS	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Health Workforce Training (CAN, phlebotomy, Asst w/ Meds)	51.1003			Health Science & Human Services	CSI Campus		
UI	Medical Technology	51.1005	Baccalaureate		COS	Moscow	Regional	Traditional
ISU	Medical Laboratory Science	51.1005	BS	N/A	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Medical Laboratory Science (*1)	51.1005	BS	N/A	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Medical Laboratory Science	51.1005	MS	N/A	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Medical Laboratory Science (*1)	51.1005	MS	N/A	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
CSI	Clinical Laboratory Science, Pre	51.1099	AS		Biology	CSI Campus		
CSI	Dentistry (Pre)	51.1101	AS		Health Science & Human Services	CSI Campus		
BSU	Pre-Dental Studies	51.1101	B.S.	Options: Biology, Chemistry	Health Sciences/ Community & Environmental Health	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Pre-Medical Related Fields	51.1102	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Medicine, Pre	51.1102	AS		Biology	CSI Campus		
BSU	Pre-Medical Studies	51.1102	B.S.	Options: Biology, Chemistry	Health Sciences/ Community & Environmental Health	Boise	Regional	Traditional
CSI	Pharmacy	51.1103	AS		Physical Science	CSI Campus	Regional	Traditional with some portion avail online
CWI	Pre-Pharmacy	51.1103	AS	NA	Business & Economics	Nampa	Regional	Traditional and/or Online Delivery
NIC	Pre-Veterinary Medicine	51.1104	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
BSU	Pre-Veterinary Studies	51.1104	B.S.		Health Sciences/ Community & Environmental Health	Boise	Regional	Traditional
CSI	Veterinary Medicine (Pre)	51.1114	AS		Biology	CSI Campus	Regional	
UI	Medical Education	51.1201	Professional	1st Year M.D.	WWAMI	Moscow	Statewide	Traditional
BSU	Addiction Studies	51.1501	Graduate Certificate		Education/ Counselor Education; Health Sciences/ Health Science Program	Boise	Regional	Traditional
BSU	Addiction Studies	51.1501	Minor		Health Sciences/ Health Science Program; Education/ Counselor Education	Boise	Regional	Traditional
CSI	Addiction Studies	51.1502	AAS, TC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
CSI	Human Services	51.1502	AAS, TC		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Addiction Studies	51.1502		minor only	Education	Lewiston	Regional	classroom/online
ISU	Marital, Couple and Family Counseling	51.1505	M Coun	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Marriage and Family Counseling	51.1505	M Coun	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Counseling	51.1508	Ed S	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Counseling	51.1508	Ed S	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Mental Health Counseling	51.1508	M Coun	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Mental Health Counseling	51.1508	M Coun	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Counselor Education and Counseling	51.1599	Ph D	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Counselor Education and Counseling	51.1599	Ph D	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Nursing, Registered	51.1601	AS		Health Science & Human Services	CSI Campus	Regional	Traditional with some portion avail online
EITC	Registered Nursing	51.1601	RN.AAS	N/A	Registered Nursing Technology	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Practical Nursing	51.1613	PN.ATC	N/A	Practical Nursing Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Nursing, Practical	51.1613	TC		Health Science & Human Services	CSI Campus	Regional	
CSI	Optometry	51.1701	AS		Biology	CSI Campus		
ISU	Physical Therapy	51.2001	DPT	N/A	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	MBA/PharmD	51.2001	MBA, Pharm D	N/A	Business and Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Pharmacy (1st-4th years)	51.2001	Pharm D	Tracks	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Pharmacy (3rd & 4th years)	51.2001	Pharm D	Tracks	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Online/Distance Learning
ISU	Pharmacy: Non-Traditional Pharm.D.	51.2001	Pharm D	Tracks	Division of Health Sciences	Statewide	Statewide	Online/Distance Learning
ISU	Pharmaceutical Sciences (PPRA)	51.2010	MS	Tracks	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Pharmaceutical Sciences (PSCI)	51.2010	MS	Tracks	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Pharmaceutical Sciences (PPRA)	51.2010	Ph D	Tracks	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Pharmaceutical Sciences (PSCI)	51.2010	Ph D	Tracks	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Public Health	51.2201	MPH	N/A	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/Moodle/Asynchronous
ISU	Public Health	51.2201	MPH	N/A	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Face-to-Face/Moodle/Asynchronous
CSI	Environmental Science	51.2202	AS		Biology	CSI Campus	Regional	
BSU	Environmental and Occupational Health	51.2202	B.S.		Health Sciences/Community & Environmental Health	Boise	Regional	Traditional
ISU	Health Education	51.2207	MHE	Health Education Teaching, Health Education Non-teaching minors, option, emphases	Division of Health Sciences	CSI Campus	Statewide	Face-to-Face/ Moodle/Asynchronous
BSU	Health Education and Promotion	51.2299	B.S.		Education/ Kinesiology	Boise	Regional	Traditional
BSU	Health Services Leadership	51.2299	Graduate Certificate		Health Sciences/Community & Environmental Health	Boise	Regional	Traditional
BSU	Health Science	51.2299	M.H.S.	Emphases: Environmental Health, Health Research, Health Policy, Health Promotion, Health Services Leadership	Health Sciences/ Administration	Boise	Regional	Traditional
CSI	Occupational Therapy	51.2306	AS		Biology	CSI Campus		
ISU	Occupational Therapy	51.2306	MO1	N/A	Division of Health Sciences	ISU Campus	Statewide	Face-to-Face/ Moodle/Asynchronous
NIC	Pre-Physical Therapy	51.2308	A.S.	N/A	Biology	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Physical Therapy	51.2308	AS		Biology	CSI Campus		
CSI	Dietetics (Pre)	51.3101	AS		Biology	CSI Campus		
ISU	Dietetics	51.3101	BS	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Dietetics	51.3101	PB Cert	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Dietetics	51.3101	PB Cert	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Massage Therapy	51.3501	AAS, TC	N/A	Technology	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
NIC	Nursing	51.3801	A.S.	Registered	Health Professions	Coeur d'Alene	Region	Traditional Web-Enhanced
CWI	Nursing - Registered	51.3801	AS	NA	Math & Science	Nampa	Regional	Traditional
BSU	Nursing	51.3801	B.S.		Health Sciences/ Nursing	Boise	Regional	Traditional
BSU	Nursing	51.3801	B.S. completion		Health Sciences/ Nursing	Boise	Regional	On-line
CSI	Nursing (BSRN Completion)	51.3801	BS		Division of Health Sciences	CSI Campus	Regional	
ISU	Nursing	51.3801	BS	Options	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Nursing	51.3801	BS	Options	Division of Health Sciences	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing (BSRN Completion)	51.3801	BS	Options	Division of Health Sciences	CSI Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing (BSRN Completion)	51.3801	BS	Options	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing (Fast-track)	51.3801	BS	Options	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Nursing, Basic BSN	51.3801	BSN		Nursing and Health Sciences	LEW/CDA	Regional	classroom
LCSC	Nursing, RN to BSN	51.3801	BSN		Nursing and Health Sciences	LEW/CDA	Regional	online
BSU	Nursing	51.3801	M.S.N., M.N.		Health Sciences/ Nursing	Boise	Regional	On-line
ISU	Nursing	51.3801	MS	Options	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
ISU	Nursing: Education Option	51.3801	MS Option	Options	Division of Health Sciences	LCSC Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing: Education Option	51.3801	MS Option	Options	Division of Health Sciences	NICHE	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing: Education Option	51.3801	MS Option	Option	Technology	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing: Nurse Practitioner Option	51.3801	MS Option	Options	Division of Health Sciences	LCSC Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing: Nurse Practitioner Option	51.3801	MS Option	Options	Division of Health Sciences	NICHE	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Nursing	51.3801	MS, PM Cert	Options	Division of Health Sciences	ISU-Meridian Ctr	Statewide	Online/Distance Learning
ISU	Nursing	51.3801	PM Cert	Options	Division of Health Sciences	ISU Campus	Statewide	Online/Distance Learning
LCSC	Practical Nursing	51.3901	AAS		Nursing and Health Sciences/BTS	Lewiston	Regional	classroom
ISU	Practical Nursing	51.3901	ATC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
NIC	Nursing	51.3901	Tech. Certificate	Practical	Health Professions	Coeur d'Alene	Region	Traditional Web Enhanced Interactive Video
NIC	Radiography	51.9999	A.A.S.	N/A	Health Professions	Coeur d'Alene	Region	Traditional Web Enhanced
CSI	Health Promotion	51.9999	AA		Health & Physical Education	CSI Campus	Regional	Traditional with some portion avail online
BSU	Health Science Studies	51.9999	B.S.	Emphases: General Health, Science	Health Sciences/ Community & Environmental Health	Boise	Regional	Traditional
CSI	Allied Health Multiskilled Assistant	51.9999	TC		Health Science & Human Services	CSI Campus		
NIC	Business Leadership	52.0101	A.A.S.	N/A	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
ISU	Business	52.0101	AS	N/A	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business	52.0101	AS	N/A	Business	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	General Business	52.0101	B.B.A.		Business & Economics/ Management	Boise	Regional	Traditional
BSU	General Business	52.0101	B.B.A.		Business & Economics/ Management	Twin Falls	Regional	Traditional
ISU	General Business	52.0101	BBA	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	General Business	52.0101	BBA	Emphasis	Business	University Place	Regional	Face-to-Face/Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Business Leadership	52.0101	Post-Secondary	General Business	Business Administration	Plummer	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Leadership	52.0101	Post-Secondary	Leadership	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Leadership	52.0101	Post-Secondary	Foundation	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Leadership	52.0101	Post-Secondary	Quality	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Leadership	52.0101	Post-Secondary	Management	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Leadership	52.0101	Post-Secondary	HR Management	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Leadership	52.0101	Post-Secondary	Med/Health Care	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Administration	52.0201	A.A.	N/A	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
NIC	Business Administration	52.0201	A.S.	N/A	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid
CSI	Business, International	52.0201	AA		Business	CSI Campus	Regional	Traditional with some portion avail online
CWI	Business - General	52.0201	AA	NA	Business & Economics	Boise Nampa	Regional	Traditional and/or Online Delivery
LCSC	Business Administration	52.0201	AS	minor/ Accounting Emphasis	Business	LEW/CDA	Regional	classroom/online
BSU	Entrepreneurship Management	52.0201	B.B.A.		Business & Economics/ Management	Boise	Regional	Traditional
BSU	Human Resource Management	52.0201	B.B.A.		Business & Economics/ Management	Boise	Regional	Traditional
LCSC	Business Administration	52.0201	BA, BS	minor/ Accounting Emphasis	Business	LEW/CDA	Regional	classroom/online
UI	Operations Management	52.0201	Baccalaureate		CBE	Moscow	Regional	Face to face
ISU	Management	52.0201	BBA	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	General Business	52.0201	BBA, BA, BS		Business & Economics	BSU Campus		

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
UI	Entrepreneurship	52.0201	Certificate		CBE	Moscow	Regional	Face to face
UI	General Management (EMBA)	52.0201	Graduate		CBE	Coeur d'Alene	Regional	Face to face
BSU	Business Administration	52.0201	M.B.A.		Business & Economics/ Graduate Business programs	Boise	Regional	Traditional
BSU	Business Administration (Executive)	52.0201	M.B.A.		Business & Economics/ Graduate Business Programs	Boise	Regional	Traditional
ISU	Business Administration	52.0201	MBA	Emphases	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Administration	52.0201	MBA	Emphases	Business	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Bus. Admin. (Health Care Admin. Emph.)	52.0201	MBA Emph.	Emphases	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (Accounting Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (CIS Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (Finance Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (HCA Emphasis)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (Management Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (Marketing Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (Native American Bus. Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Business Admin. (Operations Mgmt. Emph.)	52.0201	MBA Emph.	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Business	52.0201	Minor		Business & Economics	Boise	Regional	Traditional
BSU	Entrepreneurship Management	52.0201	Minor		Business & Economics/ Management	Boise	Regional	Traditional
BSU	Human Resource Management	52.0201	Minor		Business & Economics/ Management	Boise	Regional	Traditional
ISU	Business Administration	52.0201	PB Cert	Emphases	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	Business	52.0201		Minor	CBE	Moscow	Regional	Online
BSU	Supply Chain Management	52.0203	B.B.A.		Business & Economics/ Information Technology & Supply Chain Mgmt	Boise	Regional	Traditional
BSU	Supply Chain Management	52.0203	Graduate Certificate		Business & Economics/ Information Technology & Supply Chain Mgmt	Boise	Regional	Traditional
LCSC	Supervision	52.0205	Certificate		BTS	Lewiston	Regional	classroom
LCSC	Leadership	52.0213		minor only	Business	LEW/CDA	Regional	classroom
EITC	Applied Accounting Clerk Technical Certificate	52.0301	AAC.TC	N/A	Accounting Technologies	Idaho Falls, ID	Regional	Lecture/Lab
CSI	Accounting/Bookkeeping	52.0301	AAS		Business	CSI Campus	Regional	Traditional with some portion avail online
EITC	Accounting Paraprofessional	52.0301	ACP.AAS	N/A	Accounting Technologies	Idaho Falls, ID	Regional	Lecture/Lab
BSU	Accountancy	52.0301	B.B.A.		Business & Economics/ Accountancy	Twin Falls	Regional	Traditional
BSU	Accountancy	52.0301	B.B.A.	Internal Audit Option	Business & Economics/ Accountancy	Boise	Regional	Traditional
BSU	Accountancy	52.0301	B.B.A., B.A., B.S.		Business & Economics/ Accountancy	Boise	Regional	Traditional
UI	Accounting	52.0301	Baccalaureate	Minor	CBE	Moscow	Regional	Face to face
ISU	Accounting	52.0301	BBA	Tracks	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CSI	Accountancy	52.0301	BBA, BA, BS		Business & Economics	BSU Campus		
UI	Accountancy	52.0301	Graduate		CBE	Moscow	Regional	Face to face
BSU	Accountancy	52.0301	M.S.		Business & Economics/ Accountancy	Boise	Regional	Traditional

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
BSU	Accountancy Taxation	52.0301	M.S.		Business & Economics/ Accountancy	Boise	Regional	Traditional
BSU	Accountancy	52.0301	Minor		Business & Economics/ Accountancy	Boise	Regional	Traditional
BSU	Internal Auditing	52.0301	Minor		Business & Economics/ Accountancy	Boise	Regional	Traditional
ISU	Accountancy	52.0301						
NIC	Accounting Assistant	52.0302	A.A.S.	N/A	Accounting	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
CWI	Applied Accounting	52.0302	AAS, ATC	NA	Business & IT Programs	Boise	Regional	Traditional
LCSC	Bookkeeping	52.0302	AAS, ATC		BTS	Lewiston	Regional	classroom
NIC	Accounting Assistant	52.0302	Adv. Tech. Cert.	Bookkeeping	Accounting	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
LCSC	Bookkeeping	52.0302	BAS		BTS	Lewiston	Regional	classroom
NIC	Accounting Assistant	52.0302	Tech. Certificate	Bookkeeping	Accounting	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
BSU	Accountancy/Finance	52.0304	B.B.A.		Business & Economics/ Accountancy	Boise, Twin Falls	Regional	Traditional
BSU	Finance/Accountancy	52.0304	B.B.A.		Business & Economics/ Marketing & Finance	Boise	Regional	Traditional
CSI	Accountancy & Finance	52.0304	BA, BS, BBA		Business & Economics	BSU Campus		
CSI	Business, General	52.0401	AA		Business	CSI Campus	Regional	Traditional with some portion avail online and/OR Online exclusively
CSI	Business Management/Entrepren	52.0401	AAS		Business	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Administrative Assistant	52.0401	AAS, ATC		BTS (Business Technology & Service)	Lewiston	Regional	classroom
LCSC	Administrative Assistant	52.0401	AAS, ATC		BTS (Business Technology & Service)	Lewiston	Regional	classroom
CWI	Administrative Support Technology	52.0401	AAS, ATC, TC, PTC	NA	Business & IT Programs	Boise	Regional	Traditional
CSI	Administrative Assistant Program	52.0401	AAS, TC		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
CSI	Administrative Assistant Program - Legal Assistant Opt	52.0401	AAS, TC		Information Technology	CSI Campus	Regional	Traditional with some portion avail online
EITC	Office Professional	52.0401	OFP.AAS	N/A	Office Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Office Specialist	52.0401	OFS.TC	N/A	Office Technologies	Idaho Falls, ID	Regional	Lecture/Lab
ISU	Business Information	52.0401	PSTC, AAS	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
NIC	Administrative Assistant	52.0402	A.A.S.	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
NIC	Legal Administrative Assistant	52.0403	A.A.S.	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Web Enhanced On-line Hybrid Self-Paced
NIC	Legal Administrative Assistant	52.0403	Adv. Tech. Cert.	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
NIC	Medical Administrative Assistant	52.0404	A.A.S.	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Medical Billing Specialist	52.0404	A.A.S.	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Electronic Med. Records IT Support	52.0404	Post-Secondary	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Internet
NIC	Electronic Medical Records	52.0404	Post-Secondary	Health Care	Computer App/Office Tech	Coeur d'Alene	Region	Internet Self-paced
NIC	Medical Receptionist	52.0404	Tech. Certificate	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
ISU	Administrative Information Technology	52.0407	TC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Basic Business Applications	52.0407	TC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Office Technology	52.0408	Certificate		BTS	Lewiston	Regional	classroom
NIC	Business Leadership	52.0408	Post-Secondary	Comptr Apps	Business Administration	Coeur d'Alene	Region	Traditional Web Enhanced On-line Hybrid Self-Paced
NIC	Office Specialist/Receptionist	52.0408	Tech. Certificate	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Office Technology	52.0408	Tech. Certificate	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Computer Applications	52.0499	Post-Secondary	N/A	Computer App/Office Tech	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
NIC	Virtual Administrative Assistant	52.0499	Tech. Certificate	N/A	Business Administration	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
LCSC	Business and Communication	52.0501	BA, BS		Business / Humanities	LEW/CDA	Regional	classroom/online
BSU	Business Economics	52.0601	B.B.A.		Business & Economics/ Economics	Boise	Regional	Traditional
UI	Business Economics	52.0601	Baccalaureate	General Option	CBE	Moscow	Regional	Face to face
UI	Business Economics	52.0601		Financial Economics Option		Moscow	Regional	Face to face
LCSC	Entrepreneurship	52.0701	AS		Business	Lewiston	Regional	classroom/online
BSU	Finance	52.0801	B.B.A.		Business & Economics/ Marketing & Finance	Boise	Regional	Traditional
UI	Finance	52.0801	Baccalaureate		CBE	Moscow	Regional	Face to face

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
ISU	Finance	52.0801	BBA	Emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Finance	52.0801	Minor		Business & Economics/ Marketing & Finance	Boise	Regional	Traditional
LCSC	Hospitality Management	52.0901	AAS, ATC		BTS	Lewiston	Regional	classroom
LCSC	Hospitality Management	52.0901	BA, BS		Business	LEW/CDA	Regional	classroom/online
LCSC	Hospitality Management	52.0901	BAS		BTS	Lewiston	Regional	classroom
CSI	Hospitality Management	52.0904	AAS, TC		Business	CSI Campus	Regional	Traditional with some portion avail online
LCSC	Rooms Division Management	52.0904	Certificate		BTS	Lewiston	Regional	classroom
LCSC	Food & Beverage Management	52.0905	Cert		BTS	Lewiston	Regional	classroom
NIC	Resort/Recreation Management	52.0906	A.A.S.	N/A	Resort/Recreation Management	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
NIC	Outdoor Leadership	52.0906	Tech. Certificate	N/A	Physical Education	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid
UI	Management and Human Resources	52.1001	Baccalaureate	Management Emphasis	CBE	Moscow	Regional	Face to face
UI	Human Resource Development	52.1001	Certificate		ED	Boise		traditional
UI	Management and Human Resources	52.1001		Human Resources Management Emphasis		Moscow	Regional	Face to face
CSI	Human Resource Training & Development	52.1005	BS		Technology	CSI Campus		
ISU	Human Resource Training & Development	52.1005	BS	Options	Technology	CSI Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Human Resource Training & Development	52.1005	BS	Options	Technology	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Workplace E-Learning and Performance Support	52.1005	Graduate Certificate		Engineering/ Instructional & Perf Tech	Boise	Regional	On-line
BSU	Workplace Instructional Design	52.1005	Graduate Certificate		Engineering/ Instructional & Perf Tech	Boise	Regional	On-line
CSI	Human Resource Training & Development	52.1005	MTD		Technology	CSI Campus		
ISU	Human Resource Training & Development	52.1005	MTD	Options	Technology	CSI Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Human Resource Training & Development	52.1005	MTD	Options	Technology	University Place	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Human Resource Training & Development	52.1005	MTD, BS	Options	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
BSU	Human Performance Technology	52.1099	Graduate Certificate		Engineering/ Instructional & Perf Tech	Boise	Regional	Traditional
CWI	Business - International (Added AY 2010-2011)	52.1101	AA	NA	Business & Economics	Boise Nampa	Regional	Traditional and/or Online Delivery
BSU	International Business	52.1101	B.B.A.		Business & Economics/ International Business	Boise	Regional	Traditional
BSU	International Business	52.1101	Minor		Business & Economics/ International Business	Boise	Regional	Traditional
UI	International Business	52.1101		Minor	CBE	Moscow	Regional	Face to face
NIC	Computer Information Tech	52.1201	Adv. Tech. Cert.	N/A	Computer Information Tech.	Coeur d'Alene	Region	Traditional, Web Enhanced, On-line Hybrid, Self-Paced
UI	Information Systems	52.1201	Baccalaureate		CBE	Moscow	Regional	Face to face
LCSC	Management	52.1301	BA, BS		Business	LEW/CDA	Regional	classroom/online
LCSC	Management	52.1301	BA, BS	Radiography Emphasis	BUS/Nursing and Health Sciences	Lewiston	Regional	classroom/online
ISU	Marketing and Management Technology	52.1401	AAS*	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
CWI	Marketing Management Technology	52.1401	AAS, ATC, TC	NA	Business & IT Programs	Boise	Regional	Traditional
BSU	Marketing	52.1401	B.B.A.		Business & Economics/ Marketing & Finance	Boise	Regional	Traditional
UI	Marketing	52.1401	Baccalaureate	General Marketing Emphasis	CBE	Moscow	Regional	Face to face
ISU	Marketing	52.1401	BBA	Marketing minor, emphasis	Business	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous

Program Inventory

Institution	Program Title	CIP Code	Degree Level/Certificate	Options/Minors/Emphases	College/Dept.	Location(s)	Regional/Statewide	Method of Delivery
EITC	Business Technology	52.1401	BT, TC	N/A	Business Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Marketing and Management	52.1401	MAM.AAS	N/A	Business Technologies	Idaho Falls, ID	Regional	Lecture/Lab
EITC	Marketing and Management	52.1401	MAM.ATC	N/A	Business Technologies	Idaho Falls, ID	Regional	Lecture/Lab
BSU	Marketing	52.1401	Minor		Business & Economics/ Marketing & Finance	Boise	Regional	Traditional
ISU	Farm Business Management	52.1401	TC, AAS, PTC	N/A	Technology	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
LCSC	Marketing	52.1401		minor only	Business	LEW/CDA	Regional	classroom/online
UI	Marketing	52.1401		Entrepreneurship Emphasis		Moscow	Regional	Face to face
UI	Marketing	52.1401		PGA Golf Management Option		Moscow	Regional	Face to face
ISU	Insurance	52.1701	BBA	N/A	Business	ISU Campus	Regional	Face-to-Face/ Moodle/Asynchronous
LCSC	Retailing	52.1803	Certificate		BTS	Lewiston	Regional	classroom
BSU	Construction Management	52.2001	B.S.C.M.		Engineering/ Construction Mgmt	Boise	Regional	Traditional
BSU	Construction Management	52.2001	Minor		Engineering/ Construction Mgmt	Boise	Regional	Traditional
LCSC	Business Management	52.9999	AAS, ATC		BTS	Lewiston	Regional	classroom
LCSC	Business Management	52.9999	BAS		BTS	Lewiston	Regional	classroom
BSU	Leadership Studies	52.9999	Minor		Business & Economics/ Management	Boise	Regional	Traditional
CSI	History	54.0101	AA		Social Science	CSI Campus	Regional	Traditional with some portion avail online and/OR AA only Online exclusively
CWI	History (added AY 2010-2011)	54.0101	AA	NA	Social & Behavioral	Boise Nampa	Regional	Traditional and/or Online Delivery
ISU	History	54.0101	AA*	History minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	History	54.0101	AA*	N/A	Arts and Letters	University Place	Regional	Face-to-Face/Moodle/Asynchronous
BSU	History	54.0101	B.A.	Emphases: International History, Religious History, Western History, Women's History	Soc Sci & Public Affairs/ History	Boise	Regional	Traditional
ISU	History	54.0101	BA	History minor	Arts and Letters	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	History	54.0101	Baccalaureate	Minor	CLASS	Moscow		traditional
UI	History	54.0101	Graduate			Moscow		traditional
BSU	History	54.0101	M.A.		Soc Sci & Public Affairs/ History	Boise	Regional	Traditional
BSU	Applied Historical Research	54.0101	M.A.H.R.		Soc Sci & Public Affairs/ History	Boise	Regional	Traditional
BSU	History	54.0101	Minor		Soc Sci & Public Affairs/ History	Boise	Regional	Traditional
LCSC	History	54.0101		minor only	Social Science	Lewiston	Regional	classroom
ISU	Dentistry, Advanced General	60.0199	Cert of Completion	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Idaho Dental Education Program	60.0199	Coop. Trans.	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Idaho Advanced General Dentistry Prog.	60.0199	Post-Doc. Cert	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Idaho Advanced General Dentistry Prog.	60.0199	Post-Doc. Cert	N/A	Division of Health Sciences	ISU-Meridian Ctr	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Family Centered Practice	60.0218	PB Cert	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
ISU	Family Practice Residency	60.0218	PM Cert	N/A	Division of Health Sciences	ISU Campus	Regional	Face-to-Face/Moodle/Asynchronous
UI	University of Idaho Leadership	None	Certificate		ALL	Moscow		Traditional

**University of Idaho
Five Year Plan, Proposed Programs**

Program Title	Degree Level	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Contemporary Global Issues	Certificate	Moscow (North)	Regional	Summer 2013		\$50,000 Appropriated- new (recurring)	\$50,000	\$50,000		
Virtual Technology and Design	Minor/ Certificate	Moscow/ Boise (North/ Southwest)	Statewide	Summer 2013	Costs associated with establishment of the MS Integrated Design degree will support offering the minor and the certificate program. No additional expenses required. Discontinuing the MS Architecture (6-8) students will not result in any cost savings nor will there be a reallocation. Potential graduate students will be served by the MS Integrated design.					
Mining Engineering	Minor	Moscow (North)	Regional	Summer 2013	\$50,000 Appropriated New and Other recurring/non- recurring funds)	\$120,000	\$120,000			
Exercise Science & Health	Emphasis	Moscow (North)	Regional	Summer 2013	Essentially a repackaging and reallocation of existing courses. No new expenses or cost for action.					
Agricultural Science Communications and Leadership	B.S.	Moscow/Boise (North/Southwest)	State-wide	Summer 2013	No fiscal resources needed. Advisors are already in place for the CSI program and there is capacity to offer to CWI.					
Professional-Technical & Technology Education	B.S.	Coeur d'Alene/ Idaho Falls (North/Southeast)	Regional	Summer 2013		\$75,000 Funding by grant that pays 1 faculty FTE, NT track, 5k anticipated for overhead	\$75,000	\$75,000		
American Indian Studies	B.A./B.S.	Moscow (North)	Regional	Summer 2013		\$200,000 Appropriated- New (recurring)	\$200,000	\$200,000		
Natural Resource Conservation	B.S.	Moscow/ Boise (North/ Southwest)	State-wide	Summer 2013	Conservation Social Sciences has administrative capacity to manage the program, which is already in place.					
Fire Ecology & Management	B.S.	Moscow/ Boise (North/ Southwest)	State-wide	Summer 2013	\$112,500 Appropriated- New (recurring funds)	\$112,500	\$112,500			

**University of Idaho
Five Year Plan, Proposed Programs**

Program Title	Degree Level	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Integrated Design	M.S.	Moscow/Boise (North/Soutwest)	State-wide	Summer 2013	\$205,000 Appropriated New (recurring/non- recurring)	\$280,000	\$295,000			
Architecture	M.S.	Moscow/Boise (North/Soutwest)	State-wide	Summer 2013	\$630,000					
Integrated Project Delivery Joint program with BSU	M.S.	Boise (Southwest)	State-wide	Summer 2013	\$240,000 Appropriated New (recurring and non- recurring funds)	\$165,000	\$165,000	\$0	\$0	
Fire Ecology & Management	Graduate	Moscow/ Boise (North/ Southwest)	State-wide	Summer 2013	\$112,500 Appropriated- New (recurring funds)	\$112,500	\$112,500			
Software Engineering	Minor	Moscow (North)	Regional	Summer 2014		\$100,000 Appropriated New (recurring/non- recurring)	\$130,000	\$80,000		
Digital Media Skills	Certificate	Moscow (North)	Regional	Summer 2014			\$250,000 Appropriated- new (recurring)	\$250,000	\$250,000	
Industrial Technology	B.S.	Coeur d'Alene (North)	Regional	Summer 2014		\$55,000 Appropriated New/recurring (other non- recurring funds)	\$85,000	\$55,000		
Outdoor Leadership	Graduate Certificate	Moscow (North)	Regional	Summer 2014						
Adult & Organizational Learning	Graduate Emphasis	Moscow/ Boise/ Coeur d'Alene (North/ Southwest)	Regional	Summer 2014						

**University of Idaho
Five Year Plan, Proposed Programs**

Program Title	Degree Level	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
GIS Certificate	Graduate Certificate	Moscow/ Boise/ Coeur d'Alene (North/ Southwest)	Regional	Summer 2014	\$12,000 No new expenses to deliver in Moscow. Nominal cost in CdA and Boise. Funds from outreach course fees	\$12,000	\$12,000			
Masters of Business Administration	M.B.A.	Moscow (North)	Regional	Summer 2014	Program is under consideration and there are no fiscal details yet available.					
China Executive Doctorate	Ph.D.	Moscow/China (North/Intl)	Regional	Summer 2014	Program is under consideration and there are no fiscal details yet available.					
Education D.	Ed.D.	Coeur d'Alene (North)	Regional	Summer 2014						
Education	Ph.D.	Coeur d'Alene (North)	Regional	Summer 2014						
Musical Conducting	M.M.	Moscow (North)	Regional	Summer 2014			\$150,000 Appropriated- new (recurring)	\$150,000	\$150,000	
Human Factors Psychology	Ph.D.	Moscow/bCoeur d'Alene (North)	Regional	Summer 2014			\$350,000 Appropriated- Reallocation (recurring)	\$350,000	\$350,000	
Mathematics Education	Ph.D.	Moscow (North)	Regional	Summer 2014			\$140,000 Appropriated - Reallocation and Competitive external funding	\$120,000	\$120,000	
Science Teaching	M.A.	Moscow (North)	Regional	Summer 2014			\$58,000	\$65,000	\$73,000	
2nd Year LAW Juris Doctor Boise	J.D.	Boise (Southwest/ Southeast)	Statewide	Summer 2014						

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**Idaho State University
Five-Year Plan - Proposed Programs**

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Energy Systems Technology	TC	Southeast Region	Regional	2013-2014	Budget neutral					
Critical Infrastructure Security	TC	Southeast Region	Regional	2013-2014	\$314,900 Grant funded	\$269,900	\$244,698	\$249,592	\$254,583	TBA
SmartGrid	TC	Southeast Region	Regional	2013-2014	\$238,600 Grant funded	\$208,600	\$192,372	\$196,219	\$200,143	TBA
Small Business Technology	PSTC	Southeast Region	Regional	2013-2014	Budget neutral					
Materials Testing	PSTC	Southeast Region	Regional	2013-2014	Budget neutral					
Industrial Production Technology	AAS	Southeast Region	Regional	2013-2014	\$42,964 Grant funded	\$18,150	\$16,950	\$12,450	\$16,950	TBA
Geriatrics (Interprofessional)	Certificate	Southeast	Regional	2013-2014	No fee					
MRI Emphasis	Certificate		Regional	2013-2014	Student fees and contract funded.					
CT Emphasis	Certificate		Regional	2013-2014	Student fees and contract funded.					
Dietetic Internship Expansion	Certificate	Southwest Region	Regional	2013-2014	Student fees, zero state resources.					
Health Physics	AS	Southeast Region	Regional	2013-2014	No new fiscal resources needed. The program curriculum is already delivered as a Physics degree with an Emphasis in Health Physics.					
Health Sciences (Adding emphasis)	BS/PreHealth emphasis	Southeast Region	Regional	2013-2014	No additional funding					

**Idaho State University
Five-Year Plan - Proposed Programs**

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Health Sciences (Adding emphasis)	BS/Pharmacy emphasis	Southeast Region	Regional	2013-2014	0	0	0	0	0	0
Health Sciences (Adding emphasis)	BS/Pharmacy emphasis	Southwest Region	Regional	2013-2014	No additional funding.					
Health Sciences (Adding emphasis)	BS/Emergency Med Services emphasis	Southwest Region	Regional	2013-2014	No additional funding.					
Health Sciences (Adding emphasis)	BS/Rehab Sciences emphasis	Southeast Region	Regional	2013-2014	No additional funding.					
Health Sciences (Adding emphasis)	BS/Rehab Sciences emphasis	Southwest Region	Regional	2013-2014	No additional funding.					
Health Physics	BS	Southeast Region	Regional	2013-2014	No new fiscal resources needed. The program curriculum is already delivered as a Physics degree with an Emphasis in Health Physics.					
Degree Completion Program (Bachelor of Science)	Bachelor of Sciences		Regional	2013-2014	Student fees, zero state resources.					
Health Physics	MS	Southeast Region	Regional	2013-2014	No new fiscal resources needed. The program curriculum is already delivered as a Physics degree with an Emphasis in Health Physics.					

**Idaho State University
Five-Year Plan - Proposed Programs**

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)	
Biochemistry	MS	Southeast Region	Regional	2013-2014	Salary & fringe= \$87,000, Startup= \$60,000, Two T.A.s= \$50,000, Lab renovation=\$ 50,000	Salary & fringe= \$87,000, Startup= \$30,000, Two T.A.s= \$50,000	Salary & fringe= \$87,000, Two T.A.s= \$50,000	Salary & fringe= \$87,000, Two T.A.s= \$50,000	Salary & fringe= \$87,000, Two T.A.s= \$50,000	Salary & fringe= \$87,000, Two T.A.s= \$50,000	
Rogers School of Communication	MA, BA, AA	Southeast	Regional	2013-2014	No fiscal changes as this is an organizational change only.						
Orthopedic PT Clinical Residency	None (post- professional)	Southeast	Statewide	2013-2014	Contract funded.						
Pharmacy Residency	Post Graduate	Treasure Valley, Magic Valley, Eastern	Statewide	Dependent upon funds. 2013-2014	Contract funded						

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Boise State University
Five-Year Plan - Proposed Programs

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Certificate in IDo-Teach STEM teacher certification	Certificate	Boise	Regional	Fall 2012						
BS in Biology, Secondary Education emphasis	emphasis	Boise	Regional	Fall 2012						
BS in Chemistry, Secondary Education emphasis	emphasis	Boise	Regional	Fall 2012						
BS in Geosciences, Secondary Education Emphasis	emphasis	Boise	Regional	Fall 2012						
BS in Mathematics, Secondary Education Emphasis	emphasis	Boise	Regional	Fall 2012						
BS in Physics, Secondary Education Emphasis	emphasis	Boise	Regional	Fall 2012						
Economics - Quantitative Emphasis	BA	Boise	Regional	2012-2013 (fall 2012)						
Executive Masters Business Operational Excellence	Masters of Business Operational Excellence	Boise	Regional	2012-2013 (spring 2013)	\$772,200 Self-Support	\$1,287,000	\$1,287,000			
Graduate Certificate in Play Therapy	Graduate Certificate	Boise	Regional	2012-2013						
Certificate in Modern Language: Arabic, ASL, Chinese, etc. Certificate in Classical Language: Latin	Certificate	Boise	Regional	2013-2014						
Global Trade & Business Development Certificate (International Trade Certificate, ITC)	Certificate	Boise	Regional	2013-2014		\$60,000 Self-support	\$60,000			
Environmental Engineering	Minor	Boise	Regional	2013-2014		\$0	\$0	\$0	\$0	\$0
Adult-Gerontology Nurse Practitioner (AGNP) Program	Master	Boise, Online	Regional	2013-2014 (spring 2014)	156975 self-support and local funds	\$344,319	\$451,005			

Boise State University
Five-Year Plan - Proposed Programs

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Educational Leadership, Superintendent Endorsement	EdS	Boise	Regional	2013-14 (summer 2013)	\$120,000 Self-support	\$120,000	\$120,000			
Post Master's Doctorate of Nursing Practice	Doctorate	Boise, Online	Regional	2013-2014 (fall 2013)	Self-Support	\$156,975	\$344,319	\$451,005		

**Lewis-Clark State College
Five-Year Plans - Proposed Programs**

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	Method of Delivery	Program Description	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
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Lewis-Clark State College is currently in the middle of a significant strategic planning review and cannot say with certainty that they will pursue any programs within one year of the approval of the Five-Year Plan.

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**Eastern Idaho Technical College
Five-Year Plan - Proposed Programs**

Program Title	Degree Level	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	Method of Delivery	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Energy Systems Electrical Engineering Technology	AAS	Idaho Falls	Regional	Fall 2013	Classroom, Laboratory, Online	\$78, 000 Appropriated - New Funds (recurring funds)	\$78,000	\$78,000			
Pharm Tech	Certification	Healthcare	Idaho Falls	Spring 2014	Hybrid	\$72,000 Appropriated - New Funds (recurring funds)	\$72,000	\$72,000			

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College of Southern Idaho
Five-Year Plan - Proposed Programs

Program Title	Degree	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
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The College of Southern Idaho does not have any proposed programs projected in the current 2012-13 and 2013-14 Academic Years.

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**College of Western Idaho
Five-Year Plan - Proposed Programs**

Program Title	Degree Level	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Medical Administrative Support	AAS, ATC	Boise	Regional	2013-2014	Appropriated - New Funds (recurring and non-recurring funds)					
Medical Assisting	AAS, ATC	Southwest	Regional	2013-2014	\$66,871 Appropriated - New Funds (recurring and non-recurring funds) FY12 \$71,350	\$67,407				
Engineering	AS	Southwest	Regional	2013-2014	\$83,011 Appropriated - New Funds (recurring and non-recurring funds)	\$68,527				

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**North Idaho College
Five-Year Plan - Proposed Programs**

Program Title	Degree Level	Location(s)/ Region	Regional/ Statewide	Anticipated Delivery Date	FY13 (AY2013/14)	FY14 (AY2014/15)	FY15 (AY2015/16)	FY16 (AY2016/17)	FY17 (AY2017/18)	FY18 (AY2018/19)
Pharmaceutical Manufacturing	Associate of Science	Coeur d'Alene/North	Regional	Fall 2012	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Aviation Maintenance Technology	AAS, ATC	Coeur d'Alene/North	Regional	Fall 2013	Federal Funded by 3CT Grant					
Resort/Hotel Management	AAS, ATC	Coeur d'Alene/North	Regional	Fall 2013	State Funded					
Fire Service Technology	AAS, ATC	Coeur d'Alene/North	Regional	Fall 2013	State Funded					
Paramedic	AAS Degree	Coeur d'Alene/North	Regional	Fall 2013	Reallocation of current resources. Anticipate this to be a low-cost program to the institution, which will be mainly covered by tuition and fees.					
Associate of Fine Arts Degree	Associate	Coeur d'Alene/North	Regional	Fall 2013						
Wastewater Lab Technician	Associate of Science	Coeur d'Alene/North	Regional	Fall 2013						
Education Assistant Program	Associate	Coeur d'Alene/North	Regional	Fall 2013						

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**CONSENT AGENDA
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	PPGA Idaho Division of Vocational Rehabilitation – Advisory Council Appointments	Motion to approve
2	PPGA ITEM PULLED	Motion to approve
3	IRSA EPSCoR Appointment	Motion to approve
4	SDE 2010-2011 Accreditation Summary Report of Idaho Schools	Motion to approve
5	SDE Adoption of Curricular and Related Instructional Materials as Recommended by the Curricular Materials Selection Committee	Motion to approve
6	SDE Appointment to the Professional Standards Commission	Motion to approve
7	AUDIT University of Idaho – Foundation Agreement	Motion to approve
8	AUDIT Lewis-Clark State College – Foundation Agreement	Motion to approve

**CONSENT AGENDA
AUGUST 16, 2012**

BOARD ACTION

I move to approve items One (1) through Ten (10) of the Consent Agenda.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
AUGUST 16, 2012**

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho Division of Vocational Rehabilitation (IDVR) Advisory Council Appointment

REFERENCE

February 2012

Board approved appointments to the State
Rehabilitation Advisory Council

APPLICABLE STATUTE, RULE, OR POLICY

Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity.

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

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;

**CONSENT AGENDA
AUGUST 16, 2012**

- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulation specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council, may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has one (1) nomination for appointment. The Council is requesting the Board to appoint: Gordon Graff as a representative of the Workforce Investment Board.

IMPACT

Approval of the above nomination will bring the IDVR Advisory Council membership to a total of twenty one (21) and will fill all of the minimum positions on the council. Minimum composition for the council is 15 members

ATTACHMENTS

Attachment 1 – Current Council Membership	Page 3
Attachment 2 – Gordon Graff	Page 4

BOARD ACTION

I move to approve the appointment of Gordon Graff to the Vocational Rehabilitation State Rehabilitation Council for a term of three years effective September 1, 2012 and ending August 31, 2015.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
AUGUST 16, 2012**

Members Shall Represent:	Number of Representatives Required	Name	Term Ends	Terms Served (maximum 2)	
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2015	1	
Parent Training & Information Center...	Minimum 1	Angela Lindig	6/30/2015	1	
Client Assistant Program	Minimum 1	Dina Flores -Brewer	n/a	No Limit	
VR Counselor	Minimum 1	Max Sorenson	6/30/2015	1	
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2015	1	
Business, Industry and Labor	Minimum 4	Arnold Cantu	6/30/2014	2	
		Gordon Simpson	6/30/2014	1	
		Angela Sperry	6/30/2015	1	
		Jennifer Hoppins	6/30/2015	1	
		Rachel Damewood	6/30/2014	1	
		Mark Marrott	6/30/2015	1	
Disability Advocacy groups	No minimum or maximum	Sean Burlile (re-nominate)	6/30/2015	2	
		James W. Smith	6/30/2015	1	
		James Solem	6/30/2013	2	
		Kathy Buswell	6/30/2014	2	
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2013	1	
Department of Education	Minimum 1	Irene Vogel	6/30/2014	1	
Director of Vocational Rehabilitation	Minimum 1	Don Alveshere	n/a	No Limit	
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014	No Limit	
		David Miles	6/30/2014	No Limit	
Workforce Development Council	Minimum 1	Gordon Graff	9/30/2015	1	
				Total Mbrs	21

**CONSENT AGENDA
AUGUST 16, 2012**

GORDON GRAFF

EDUCATION

BOISE STATE UNIVERSITY Boise, Idaho December 1988

Master of Business Administration. Beta Gamma Sigma Honor Society.

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL Chapel Hill, NC June 1979

Master of Music, Piano Performance.

COLLEGE OF IDAHO Caldwell, Idaho June 1975

Bachelor of Arts, Music Education and Piano. Magna cum laude.

EXPERIENCE

Idaho Department of Labor Boise, Idaho 1985 - Present.

Serve Idaho Interim Administrator (January 2011-March 2012)-Managed the programs, initiatives and functions of Serve Idaho, the Governor's Commission on Service and Volunteerism. Supervised staff in administering AmeriCorps grants and worked with commissioners to engage in volunteer support activities locally and across the state.

State Disability Navigator Coordinator (June 2007-December 2010)-Led the Idaho Disability Program Navigator Initiative, a project to support One-Stop Career Centers in helping individuals with disabilities reach their employment objectives.

Support Services Manager (April 1997-June 2003) and Training Bureau Manager (June 2003- June 2007)- Bureau chief for work units involved in training, purchasing, facilities, supply and central receiving, copy center, mail room, and management analysis. Was also loaned to the Idaho Commission on the Arts as their onsite manager for two extended periods of time (February 2000-December 2000 and November 2006-June 2007).

Training and Development Specialist (January 1996-April 1997)- Supervised the organization's training unit. Coordinated cross-divisional training efforts. Advised upper management on training issues.

Budget Analyst (April 1988-January 1996)-Liaison between the budget section and operating units. Developed strategies to alleviate problems arising from budget variances.

Management Analyst, Senior (October 1986-March 1988)-Coordinated the cost information system for the unemployment insurance program. Managed the department's forms control system.

Econometric Analyst, Senior (March 1985-October 1986)-Developed sampling techniques and selected samples. Worked on cross-sectional and time-series studies used to estimate economic trends.

Idaho Department of Education Boise, Idaho 1982-85

Research Analyst-Performed desk audit of financial statements of Idaho school districts. Produced Financial Summaries of Idaho School Districts, a primary source of information concerning public education costs in Idaho.

Commodities Clerk-Responsible for day-to-day activities of the commodity food program, bringing USDA-owned commodities into Idaho and distributing them to schools and other public and private agencies.

Paul Roberts Company-Inventory Control Pocatello, Idaho 1979-80

Twin Falls Public School District #417-Jr. High Choral Music Teacher Twin Falls, Idaho 1976-77

**CONSENT AGENDA
AUGUST 16, 2012**

SUBJECT

Appointment of Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Members

REFERENCE

August 2010

Board approved appointments to Idaho EPSCoR Committee

April 2012

Board approved Gynii Gilliam's appointment to the Idaho EPSCoR Committee

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.W.

BACKGROUND/DISCUSSION

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy. In the event there should be a vacancy in a non ex-officio position (Idaho National Laboratory, Department of Commerce, etc), the committee is required to advertise an open appointment in appropriate state, regional, or local publications. Applicants are required to provide a written statement expressing interest in membership and must also provide evidence of qualifications, and identify their primary residence. If an incumbent candidate is interested in reappointment and is eligible to continue serving, the committee will forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The committee reviews all applications and identifies the most qualified candidates for the Board's consideration.

Idaho EPSCoR currently has one vacancy. The Idaho EPSCoR Committee is requesting that Dr. Tuthill be appointed as the representative of the private sector, to fill that vacant position.

**CONSENT AGENDA
AUGUST 16, 2012**

ATTACHMENTS

Attachment 1 – Letter from EPSCoR	Page 3
Attachment 2 – Letter of Interest – Dr. Dave Tuthill	Page 4
Attachment 3 – Dave Tuthill Bio	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The Idaho EPSCoR Committee’s recommendation is in compliance with Board policy III.W. Dr. Tuthill served as a member of the Boards Higher Education Research Council. During that time he was an engaged and valued resource to the committee. Board staff supports the recommendation of Dr. Tuthill as one of the private sector representatives of the Idaho EPSCoR committee and recommends approval.

BOARD ACTION

I move to appoint David Tuthill to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative for the private sector, effective immediately, for a term of three (3) years, expiring June 30th, 2015.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

CONSENT AGENDA

AUGUST 16, 2012

EPSCoR in Idaho



Experimental Program to Stimulate Competitive Research

329 McClure Hall, University of Idaho, Moscow ID 83844-3029
Tel: 208-885-5842 Fax: 208-885-5111 E-mail: epscor@uidaho.edu
<http://www.uidaho.edu/epscor>

July 19, 2012

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

Dear Mr. Edmunds:

The Idaho EPSCoR Committee is pleased to recommend that Dr. David Tuthill, Jr. be appointed by the Board as a new member of the Idaho EPSCoR Committee from the private sector. His appointment would fill the recent Committee position vacancy created when Ms. Gynii Gilliam was appointed to represent the Department of Commerce.

Dr. Tuthill is previous director of the Idaho Department of Water Resources, and is currently owner of Idaho Water Engineering, in Boise, Idaho. As evidenced in the attached letter of interest and biographical sketch, he has extensive experience both in the public and private sectors as well as an outstanding record of service and achievement. His expertise is particularly appropriate to Idaho EPSCoR's recent infrastructure improvement programs focused on further building Idaho's capacity for environmental research. Dr. Tuthill offers enthusiastic and knowledgeable support for research in Idaho. We would highly value Dr. Tuthill's service on the Committee.

Thank you for considering this recommendation. The strength of the Idaho EPSCoR Committee has been a key factor in Idaho's past success, and is closely considered by the National Science Foundation for future competitive NSF EPSCoR funding. We continue to owe our thanks to the State Board of Education for supporting the EPSCoR Committee.

Sincerely,

A handwritten signature in black ink that reads "Doyle Jacklin". The signature is written in a cursive, flowing style.

Doyle Jacklin
Chair, Idaho EPSCoR Committee

cc: Laird Noh



**CONSENT AGENDA
AUGUST 16, 2012**

2918 N. El Rancho Place Office: (208) 378-1513
Boise, Idaho 83704 Cell: (208) 870-0345
www.idahowaterengineering.com Fax: (888) 538-7703
info@idahowaterengineering.com

June 17, 2012

Dr. Doyle Jacklin
4752 Riverbend Ave.
Post Falls, ID 83854
Sent via email

RE: Request to be Considered for Appointment to the Idaho EPSCoR Committee

Dear Dr. Jacklin,

It is my understanding that I am being considered for appointment to the Idaho EPSCoR Committee, and I am pleased to submit this letter expressing my interest in this appointment.

The activities of the EPSCoR program in Idaho have amassed an impressive breadth and depth of research in the more than 20 years that the program has been funded. During my career with water resources in the State of Idaho, first in the public sector and more recently in the private sector, I have had an opportunity to observe many of these projects that deal with water and climate. These projects certainly address Idaho EPSCoR's objective to stimulate research in niche areas that can become fully competitive in the disciplinary and multidisciplinary research programs of the National Science Foundation and other relevant agencies.

In addition to work in the public and private sectors, it has been my privilege to have been associated with Idaho's academic community, as a graduate student at the University of Idaho from 1994 to 2002, as a member of the Higher Education Research Council from 2008-2011, and as adjunct faculty since 2008. This affiliation has provided many opportunities to observe and appreciate the important research that is being supported and funded by EPSCoR.

I have met and worked with many of the members of the Committee, and I would be honored to be appointed to the Idaho EPSCoR Committee.

Sincerely,

A handwritten signature in blue ink, appearing to read "David R. Tuthill, Jr.", is written over a light blue horizontal line.

David R. Tuthill, Jr., Ph.D., P.E.
Owner

Enclosure: Resumé

Résumé of David R. Tuthill, Jr.

Idaho Water Engineering LLC was founded in 2009 by David R. Tuthill, Jr. Dave brings 33 years of experience from the Idaho Department of Water Resources including two years as Director. Dave also served 30 years of commissioned service in the United States Army Reserve.



David R. Tuthill, Jr., Ph.D., P.E.
Founder of Idaho Water Engineering, LLC

Dave Tuthill has worked in the field of water resources throughout his adulthood. During the period from January 1, 2007 through June 30, 2009, he served as Director of the Idaho Department of Water Resources (IDWR). In this capacity he was a member of the Cabinet of Governor C.L. “Butch” Otter, charged with the responsibility for planning and administration of water resources in the State of Idaho. The agency consisted of about 200 employees with an annual budget of about \$25M.

Prior to that he spent 31 years working through the ranks in a variety of increasingly responsible positions for the agency, in both the State Office and the Western Regional Office. These assignments provided direct and applied experience in most of IDWR’s regulatory and water right programs.

Dave was an active member of the U.S. Army Reserve. He retired in June 2004 as a Colonel, Corps of Engineers, United States Army Reserve, with 30 years of Commissioned Service.

Upon his retirement from the Idaho Department of Water Resources, Dave founded Idaho Water Engineering, LLC.

**CONSENT AGENDA
AUGUST 16, 2012**

Résumé of David R. Tuthill, Jr.

Positions with the Idaho Department of Water Resources

Director. Jan 2007 – Jun 2009. Responsible for planning and administration of water resources in the State of Idaho.

Administrator, Water Management Division. May 2005 – Dec 2006. Responsible for activities of the Water Management Division, consisting of 105 employees and the following programs: water rights, water distribution, water allocation, water right adjudication, well construction, well driller licensing, underground injection, safety of dams, stream channel alterations, floodplain management and regional offices.

Adjudication Bureau Chief. Jul 1997 – Apr 2005. Duties included, but were not limited to, implementation and oversight of the IDWR's statutory duties in the water right adjudication process, supervision of a staff of 44 technical and legal personnel located in six offices throughout the state, and responsibility for all IDWR activities regarding water right adjudications, including the Snake River Basin Adjudication containing more than 170,000 claims.

Western Regional Office Manager. Jul 1985 – Jun 1997. Duties included, but were not limited to, oversight of all aspects of Western Regional Office activities, including personnel and salary; oversight of water right application processing and beneficial use examinations; general oversight of the Western Regional Office's adjudication unit; oversight of dam safety and stream channel alteration programs; implementation of IDWR policy and procedure; implementation and maintenance of IDWR databases and files used at the Western Regional Office; coordination of the various section activities in the Western Regional Office; oversight of water distribution and administration throughout the Western Region; serving as Chairman of the GIS Utilization Task Force; supervision of the creation of the Southeast Boise Ground Water Management Area (SEBGWMA); and formation, operation and technical liaison with the SEBGWMA Advisory Committee.

Water Allocation Section Supervisor. Dec 1978 – Jun 1985. Duties included, but were not limited to, supervision of four (4) state office subsections; custodianship of a central filing system for all Idaho water rights, including claims, permits, licenses and decrees, including cross-referencing systems for water rights research; responsibility for water right processing, including state office review for approval of water right permits, amendments, assignments, licenses and transfers; central processing and guidance for water right adjudications which were handled in the regional offices; oversight of the state office drafting department; and responsibility for implementation of a state-wide mandatory water right claim filing program, which included preparation of posters and brochures, radio and television advertisements, and public education programs.

Payette River Adjudication Supervisor. Sep 1976 – Nov 1978. Duties included, but were not limited to, responsibility for the Payette River Basin adjudication, which was a ten-year water rights adjudication involving some 10,000 water rights covering an area of 3,200 square miles; supervision of three

**CONSENT AGENDA
AUGUST 16, 2012**

(3) professionals, a secretary and two (2) data entry staff; analysis of methods of computation of water rights to include commingling of rights, ditch losses and exchanges; preparation of water rights reports; arrangement for public meetings; use of radio, newspapers, posters and television to provide public information about the adjudication; and responsibility for the preparation of recommendations of state and federal water rights, including federal reserved water rights.

Adjudication Section Supervisor. Jan 1976 – Aug 1976. Duties included, but were not limited to, review of applications for water permits, analysis of proposed transfers of water with beneficial use calculations, analysis of decreed rights as to location and amount, supervision of six (6) people in the drafting and report writing sections, supervision of water distribution statewide, responding to watermaster/water district problems of water delivery, and supervision and monitoring of three (3) ongoing water adjudications.

Professional Registration and Affiliation:

Idaho Professional Engineering Registration No. 3909	1979
Member, American Society of Civil Engineers since:	1978
Member, Western States Water Council	2007-2009
Commissioner, Bear River Commission	2007-2009
President, Association of Western States Engineers	2008
Member, Idaho Water Users Association since:	2009
Director, Bench Sewer District since:	2006
Member, Idaho Higher Education Research Council	2008-2011
Steering Committee Member, Idaho Environmental Forum since:	2011

Civilian Education:

Colorado State University, Fort Collins, CO	B.S. Agri. Engineering	1974
University of Colorado, Boulder, CO	M.S. Civil Engineering	1975
University of Idaho, Boise, ID	Ph.D. Civil Engineering	2002

Military Education:

Year Completed:

Ranger School (Resident)	1973
Airborne School, (Resident)	1973
Engineer Officer Basic Course (Resident)	1977
Engineer Officer Advanced Course (Resident)	1983
Command and General Staff College (Nonresident)	1990
Battle Focused Instructor Training Course (Nonresident)	1990
Signal Officer Advanced Course (Nonresident)	1995
National Defense University, Information Resource Management College:	
Telecommunication Technology for Managers Course (Resident)	1999
Information Management Planning Course (Resident)	1999
Information Technology Capital Planning Course (Resident)	2000

CONSENT AGENDA

AUGUST 16, 2012

Selected Recent Presentations:

“Conjunctive Management in the Wood River Valley -- We Need Public Private Partnerships Throughout Idaho,” to be presented at the Idaho Water User’s Association Summer Conference, Sun Valley, Idaho, June 18, 2012.

“Meeting the Challenges of Increasing Water Demands – The Idaho Experience,” presented at the Mountain West Water Institute Annual Conference, Idaho Falls, Idaho, May 15, 2012.

“Conjunctive Administration of Surface and Ground Water is Coming Your Way – What Can You Do About It?,” presented to the Pacific Northwest Section of the American Water Works Association, Yakima, Washington, May 5, 2012.

“Treated Water in Irrigation Canals, Drains and Laterals,” presented to the 2012 Water Reuse Conference, Boise, Idaho, May 4, 2012.

“Turning Raw Data Into Useful and Public Information,” presented at the Wood River Valley Water Measurement Meeting, Hailey, Idaho, February 16, 2011.

“Innovative Use of Existing Facilities for Managed Recharge in the Upper Snake River Basin, Idaho,” presented to the Managed Aquifer Recharge Symposium, Irvine, California, January 26, 2011.

“Implementation of Conjunctive Administration of Surface and Ground Water: A New Paradigm for Future Basins,” presented to the Idaho Water Users Association Fall Seminar, Boise, Idaho, November 18, 2010.

“Conjunctive Administration of Surface and Ground Water,” presented to the Treasure Valley Partnership, Meridian, Idaho, November 22, 2010.

“Choosing a Path Toward Problem Resolution,” presented at the 7th Annual Boise River Conference, Boise, Idaho, August 11, 2010.

“Considerations for the Future of Water Management in the Treasure Valley”, presented to the Idaho Chapter of the American Water Resources Association, Boise, Idaho, April 22, 2010.

Selected Recent Publications:

Tuthill, D. 2009. Tackling 21st Century Challenges in Water Rights Management. Inside the Minds – Navigating Government Water Rights Issues. Aspatore Books, www.aspatore.com, pp. 23-42.

Tuthill, D. 2009. Role of Hydroinformatics in Development of 21st Century Water Resources Policy. Proceedings of the 8th International Conference on Hydroinformatics, Concepcion, Chile, published on CD ROM (5 pp.).

Tuthill, D. 2002. Utilization of Emerging Geo-Spatial Technologies in the Implementation of Conjunctive Administration of Surface and Ground. Ph.D. Dissertation. University of Idaho, Moscow, Idaho.

**CONSENT AGENDA
AUGUST 16, 2012**

- Tuthill, D., P. Goodwin and P. Jankowski. 2002. Use of Modeling to Provide a Framework for Conjunctive Administration of Surface and Ground Water in the Boise River Basin of Southwestern Idaho. Paper presented at the American Institute of Hydrology Annual Fall Conference in Portland.
- Tuthill, D., P. Goodwin and P. Jankowski. 2002. Utilization of emerging geospatial technologies in the implementation of conjunctive management of surface and ground water at the catchment scale. Proceedings of the 5th International Conference of Hydroinformatics, Cardiff, Wales, Cluckie, I.D. et al. eds., pp. 916-922.
- Tuthill, D., P. Goodwin and P. Jankowski. 2001. Utilization of emerging geospatial technologies in the implementation of conjunctive management of surface and ground water in the Boise River Basin. Invited Paper. Integrated Surface and Ground Water Management, B. Panigrahi, ed., Proceedings of the specialty symposium held in conjunction with the World Water and Environmental Resources Congress, pp. 43-52.
- Tuthill, D. and P. Goodwin. 2000. Implementation of conjunctive management in the Boise River basin using a GIS-based decision support system. Proceedings of the 4th International Conference of Hydroinformatics, Cedar Rapids, Iowa, published on CD-ROM (5 pp.)
- Tuthill, D., C. Petrich, B. Kissinger, and J. Oakleaf. 2000. Migration from tabular to spatial data analysis techniques for water management in Idaho. Journal of Hydroinformatics, vol. 2, no. 3, pp.183-195.
- Tuthill, D., and P. Goodwin. 1998. Decision support for implementation of conjunctive management. Proceedings of the 3rd International Conference of Hydroinformatics, Vladan Babovich, ed., Balkema, Rotterdam, pp. 486-492.

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**CONSENT AGENDA
AUGUST 16, 2012**

SUBJECT

2011-2012 Accreditation Summary Report of Idaho Schools

REFERENCE

August 2011

Board approved the 2010 – 2011 Accreditation Report.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-119, Idaho Code

Idaho Administrative code, IDAPA 08.02.02.140, Accreditation

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 Accreditation Commission (NWAC) a Division of AdvancEd and an annual accreditation report will be submitted to the State Board of Education.

To receive accredited status for the 2012 - 2013 school year, schools serving grades 9-12 and those other schools that wish to be accredited were required to submit a NWAC Annual Report or an Initial Application for Membership. The Idaho NWAC Committee, which represents each region of the state, met in October and again in March 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 is being submitted to the State Board of Education. 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 that seek accreditation.

ATTACHMENTS

Attachment 1 – 2012–2013 Accreditation Summary Report of Idaho Schools

Page 3

BOARD ACTION

I move to approve the 2012–2013 Accreditation Summary Report of Idaho Schools as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
AUGUST 16, 2012**

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**CONSENT AGENDA
AUGUST 16, 2012**

**2011-2012 Accreditation Summary Report of Idaho Schools
Northwest Accreditation Commission a Division of AdvancEd**

State or Agency: IDAHO

All Active Schools (Alphabetical by School Type)

Category	High School	Middle Level	Elementary	K-12	Distance Ed.	Special Purpose	Supplemental	Residential	Travel Study	Totals
Schools Approved	139	23	21	24	4	18	2	10	1	246
Schools Provisional	10	4	4	4	3	4		4		34
Schools Advised	1			1	1			1		3
Schools Provisionally Advised				4				1		5
Schools Warned										0
Total Accredited	150	27	25	33	8	22	2	16	1	288

Schools Withdrawn										0
Schools Dropped										0

School Name	Address	City	Enrollment	Year Accredited	Last 6 Year Visit	Class	School Type	Status
A. B. McDonald Elementary	2323 East D St	Moscow	457	2002	12-4/4	Pub	Elementary	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Aberdeen High School	PO Box 610; 268 S 4th W	Aberdeen	241	1939	11-3/15	Pub	High	accredited
Alzar School	PO Box 1609	Cascade	12	2009		Ind	Residential	provisional
American Falls High School	2966 S Frontage Road	American Falls	445	1920	10-3/16	Pub	High	accredited
Another Choice Virtual Charter School	207 W. Georgia Ave; Ste 160*	Nampa	220	2010		Pub	K-12	provisional
ARTEC Regional Professional Technical Charter School	633 Fremont Ave	Rupert	206	2007	11-2/15	Pub	Special Purpose	accredited
Arts West School for the Performing and Visual Arts	3300 W. State St. *	Eagle	122	2007		Ind	High	provisional
ATLAS School	200 S Fourth West	Middleton	90	2011		Pub	High	provisional
Beacon Christian School	615 Stewart Ave	Lewiston	41	2002	07-08	Ind	Elementary	accredited
Bear Lake High School	330 Boise St	Montpelier	321	1930	08-4/21	Pub	High	accredited
Bishop Kelly High School	7009 Franklin Rd	Boise	640	1964	2012	Ind	High	accredited
Black Canyon Alternative	400 S. Pine St, Suite 2	Emmett	99	2005	09-4/30	Pub	Special Purpose	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

High School								
Blackfoot High School	870 South Fisher St	Blackfoot	1103	1920	10-3/17	Pub	High	accredited
Bliss School	601 E US Hwy. 30	Bliss	40	1976	12-2/1	Pub	High	accredited
Boise High School	1010 W Washington St	Boise	1463	1918	06-07	Pub	High	accredited
Boise State University TRIO Upward Bound	1910 University Drive	Boise	238	2009	10-6/22	Ind	Special Purpose	accredited
Boise Valley Adventist School	925 N Cloverdale Rd	Boise	53	2002	07-08	Ind	Elementary	accredited
Bonnars Ferry High School	6485 Tamarack Ln.	Bonnars Ferry	488	1920	11-3/9	Pub	High	accredited
Bonneville High School	3165 East Iona Rd	Idaho Falls	1285	1934	08-3/4	Pub	High	accredited
Bonneville Online School	3497 North Ammon Rd	Idaho Falls	154	2009		Pub	Distance Education	provisional
Borah High School	6001 Cassia St	Boise	1487	1958		Pub	High	accredited
Boulder Creek Academy	378 Emerson Lane	Bonnars Ferry	62	2005		Ind	Residential	provisional
Bruneau Elementary School	28541 Benham Ave; PO Box 158 *	Bruneau	50	2007	10-3/10	Pub	Elementary	accredited
Buhl High School	#1 Indian Territory *	Buhl	364	1920	11-3/10	Pub	High	accredited
Burley High School	2100 Parke Avenue *	Burley	835	1926	11-2/16-17	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Burley Junior High School	700 West 16th St	Burley	479	1979	12-3/19-20	Pub	Middle Level	accredited
Butte County High School	PO Box 655	Arco	131	1951	08-4/4	Pub	High	accredited
Caldwell Adventist Elementary School	2317 Wisconsin	Caldwell	83	2002	07-08	Ind	Elementary	accredited
Caldwell High School	3401 South Indiana	Caldwell	1213	1918	08-4/30-5/1	Pub	High	accredited
Calvary Chapel Christian School	4250 South 25th East	Idaho Falls	82	2010		Ind	High	accredited
Calvary Christian School	1210 N Middleton Road	Nampa	69	2007	10-4/27	Ind	K-12	accredited
Camas County High School	PO Box 370; 610 Soldier Rd *	Fairfield	40	1954	08-4/23	Pub	High	accredited
Cambridge Junior/Senior High School	40 N 4th Street *	Cambridge	69	1960	09-4/8	Pub	High	accredited
Canyon Ridge High School	300 North College Rd West	Twin Falls	1115	2009		Pub	High	provisional
Canyon Springs High School	516 N 11th Ave	Caldwell	279	2007	10-4/22	Pub	High	accredited
Capital High School	8055 Goddard Rd.	Boise	1337	1965		Pub	High	accredited
Carey School	20 Panther Lane	Carey	259	1946	09-3/4	Pub	K-12	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Cascade Jr./Sr. High School	PO Box 291; 209 School St.	Cascade	156	1938		Pub	High	accredited
Cassia High School	1010 W 17th St	Burley	108	2007	10-3/30	Pub	Special Purpose	accredited
Castleford Public Schools	500 Main St.	Castleford	307	1951	11-4/27	Pub	K-12	accredited
Centennial High School	12400 W. McMillan	Boise	1672	1987	11-4/21-11	Pub	High	accredited
Centennial Job Corps Center	3201 Ridgecrest Dr	Nampa	300	1973		Ind	Residential	accredited
Central Academy High School	6075 N Locust Grove	Meridian	160	2007	10-5/11	Pub	High	accredited
Central Elementary School	102 N. Park Ave., PO Box 239	Sugar City	434	2009		Pub	Elementary	provisional
Century High School	7801 Diamondback Drive	Pocatello	1207	1999	09-4/22-23	Pub	High	accredited
Challis High School	PO Box 304; 721 E Main Ave. Suite 6	Challis	202	1934	09-2/18	Pub	High	advised *
Cherry Gulch	PO Box 678	Emmett	36	2006		Ind	Residential	accredited
Clair E. Gale Junior High School	955 Garfield	Idaho Falls	562	2007		Pub	Middle Level	provisional
Clark County Public School	PO Box 237; 43 West 2nd South	Dubois	45	1973	08-4/23	Pub	K-12	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Clark Fork Junior/Senior High School	121 E 4th	Clark Fork	108	1972	10-12/8	Pub	High	accredited
Clearview Horizon	785 Kaniksu Shores	Sandpoint	14	2008		Ind	Residential	provisional
Clearwater Valley Junior/Senior High School	PO Box 130, Hwy 13	Kooskia	193	2007	10-2/9	Pub	High	accredited
Coeur d'Alene Charter Academy	4904 N Duncan Dr	Coeur d'Alene	271	2007	12-4/18	Pub	K-12	accredited
Coeur d'Alene High School	North 5530 4th St	Coeur d'Alene	1414	1921	11-11/9	Pub	High	accredited
Cole Valley Christian Elementary School	8775 Ustick Road	Boise	361	1995	06-07	Ind	Elementary	accredited
Cole Valley Christian High School	200 E. Carlton	Meridian	357	1995	06-07	Ind	High	accredited
Columbia High School	301 S Happy Valley Rd	Nampa	1268	2007	10-4/7-8	Pub	High	accredited
Compass Public Charter School	2511 W Cherry Lane	Meridian	565	2007	10-5/13-14	Pub	K-12	accredited
CornerStone Christian Academy	810 N Chase	Post Falls	129	2007	11-4/12	Ind	Elementary	accredited
Cornerstone Christian School	P O Box 1877	Bonnars Ferry	6	2002	07-08	Ind	Elementary	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

COSSA Academy	109 Penny Lane	Wilder	116	2001	09-5/5	Pub	Special Purpose	accredited
Council School	101 E Bleeker *	Council	238	1959		Pub	K-12	accredited
Culdesac School	600 Culdesac Ave	Culdesac	76	1934	09-4/22	Pub	K-12	accredited
Daybreak Canyon Academy	1229 Country Club Rd	Kellogg	6	2009		Ina	Residential	advised
Deary School	502 1st Ave.	Deary	121	1989	10-4/23	Pub	K-12	accredited
Declo High School	505 East Main	Declo	295	1954	12-3/7	Pub	High	accredited
Desert View Christian School	2425 American Legion Blvd; PO Box 124	Mountain Home	7	2010		Ind	Elementary	accredited
Dietrich School	406 North Park Street	Dietrich	245	1985	08-4/10	Pub	K-12	accredited
Eagle Academy High School	100 S Academy Ave	Eagle	160	2002	11-2/22	Pub	High	accredited
Eagle Adventist Christian School	583 W. State St.	Eagle	25	2010		Ind	Elementary	accredited
Eagle High School	574 North Park Lane	Eagle	1609	1995	11-3/22	Pub	High	accredited
Eagle Rock Junior High School	2020 Pancheri Dr	Idaho Falls	865	2007	11-3/23	Pub	Middle Level	accredited
East Junior High School	5600 E. Warm Springs Ave *	Boise	537	2007	11-3/21-22	Pub	Middle Level	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Ekklesia Christian School	212421 W Duck Alley Rd	Eagle	20	2007	10-10/14	Ind	Special Purpose	accredited
Emerson Alternative High School	335 5th St	Idaho Falls	85	2005	11-3/2	Pub	High	accredited
Emmett High School	721 W 12th	Emmett	706	1921		Pub	High	accredited
Emmett Middle School	301 East 4th Street	Emmett	561	2007	08-12/9	Pub	Middle Level	accredited
Fairmont Junior High School	2121 N Cole Rd	Boise	801	2007	11-2/23-24	Pub	Middle Level	accredited
Falcon Ridge Public Charter School	278 S Ten Mile Rd	Kuna	270	2008		Pub	K-12	provisional
Family Academy	630 N Front Street	Arco	32	2007	11-12/2	Ind	K-12	accredited
Filer High School	3915 Wildcat Way	Filer	407	1927	10-4/1	Pub	High	accredited
Firth High School	329 Lincoln *	Firth	230	1934	12-4/4	Pub	High	accredited
Frank Church High School	8051 W Salt Creek St	Boise	497	2008	09-5/6-7	Pub	High	accredited
Franklin County High School	524 N State	Preston	47	2008	12-3/21	Pub	High	accredited
Fruitland High School	501 Iowa Ave.; PO Box A *	Fruitland	487	1933	08-4/28	Pub	High	accredited
Garden Valley Public School	PO Box 710	Garden Valley	222	1976	10-3/5	Pub	K-12	accredited
Gem State Adventist	16115 S. Montana Ave	Caldwell	95	1963	2011	Ind	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Academy								
Genesee Jr/Sr High School	PO Box 98-330 W Ash St	Genesee	299	1925	08-10/23-24	Pub	K-12	accredited
Genesis Preparatory Academy	PO Box 1237	Post Falls	30	2007	12-2/15	Ind	K-12	provisional- advised
Glenns Ferry High School	639 N Bannock Ave	Glenns Ferry	141	1934	11-3/31	Pub	K-12	accredited
Gooding High School	1050 7th Ave West	Gooding	343	1920	09-3/24	Pub	High	accredited
Grace Jr/Sr High School	PO Box 348	Grace	185	1933	11-3/24	Pub	High	accredited
Grand View Elementary School	205 First Street	Grand View	141	2006	10-3/10	Pub	Elementary	accredited
Grangeville High School	910 S D Street	Grangeville	283	1990	12-2/16	Pub	High	accredited
Greenleaf Friends Academy	PO Box 368	Greenleaf	160	1995	11-3/4	Ind	K-12	accredited
Hagerman School	150 Lake Street West	Hagerman	135	1938	10-3/24	Pub	High	accredited
Hansen Junior/Senior High School	550 S Main St	Hansen	162	2007	11-3/30	Pub	High	accredited
Highland School	112 Boulevard; PO Box 130 *	Craigmont	186	1960	10-4/16	Pub	K-12	accredited
Highland Senior High School	1800 Bench Rd	Pocatello	1311	1963	10-4/7-8	Pub	High	accredited
Hillcrest High School	2800 Owen St	Idaho Falls	1343	1993	11-3/16	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Hillside Junior High School	3536 Hill Road	Boise	594	2007	11-3/16-17	Pub	Middle Level	accredited
Hilltop Adventist (SDA) School	131 Grandview Drive	Twin Falls	11	2010		Ina	Elementary	accredited
Homedale High School	203 East Idaho	Homedale	357	1941	12-2/21	Pub	High	accredited
Hope Christian Academy	7696 Old Bruneau Hwy *	Marsing	43	1992		Ind	Special Purpose	accredited
Hope Lutheran School	2071 12th Street	Idaho Falls	70	2007		Ind	Elementary	provisional
Horseshoe Bend Middle/High School	398 School Drive	Horseshoe Bend	306	2000	09-4/24	Pub	High	accredited
ICON (Idaho Connects Online School)	12639 W Explorer Drive #185	Boise	131	2009		Pub	Distance Education	provisional
Idaho Arts Charter School	1220 5th St North	Nampa	700	2007	09-12/3-4	Pub	High	accredited
Idaho City Middle/High School	100 Centerville Rd; PO Box 227	Idaho City	381	2000	08-5/6	Pub	High	accredited
Idaho Digital Learning Academy	1303 East Central Dr; Suite 200	Meridian	3774	2003	12-3/23	Pub	Distance Education	accredited
Idaho Distance Education	606 South Ave	Deary	772	2007	10-3/4	Pub	Distance Education	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Academy								
Idaho Falls High School	601 South Holmes Ave	Idaho Falls	1180	1920	10-4/19	Pub	High	accredited
Idaho School for the Deaf and Blind	1450 Main Street	Gooding	84	1994		Pub	K-12	accredited
Idaho Virtual Academy	1965 South Eagle, Suite 190	Meridian	3139	2005		Pub	Distance Education	accredited
Independence Alternative High School	155 E Francis	Blackfoot	180	2004	10-4/21	Pub	Special Purpose	accredited
Initial Point Alt High School	1080 N. Ten Mile	Kuna	75	2009		Pub	High	provisional
Innercept Academy	1115 Ironwood Dr	Coeur d'Alene	40	2006		Ind	Residential	provisional
INSPIRE, The Idaho Connections Academy	600 N. Steelhead Way, Suite 164 *	Boise	693	2006	12-3/6	Pub	Distance Education	accredited
iSucceed Virtual High School (Insight-K12)	6148 No.Discovery Way, Suite 120	Boise	559	2008		Pub	Distance Education	provisional
J. Russell Elementary	119 N. Adams St	Moscow	168	2002	11-3/29	Pub	Elementary	accredited
Jefferson High School (Alt)	529 N 3470 East	Menan	56	2003	08-4/9	Pub	Special Purpose	accredited
Jenifer Junior High School	1213 16th St	Lewiston	595	1989		Pub	Middle Level	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Jerome High School	104 Tiger Drive North	Jerome	939	1924	10-2/10-11	Pub	High	accredited
Juniper Hills - Nampa	1650 11th Avenue N	Nampa	84	2006		Ind	Residential	accredited
Juniper Hills High School Juvenile Corrections Center - St. Anthony X	PO Box 40	St. Anthony	126	1984		Ind	Residential	accredited
Juniper Hills School - Lewiston	140 Southport Ave.	Lewiston	36	2007		Ind	Residential	accredited
Kamiah High School	1102 Hill St.	Kamiah	153	1941	10-4/29	Pub	High	accredited
Kellogg High School	2 Jacobs Gulch	Kellogg	424	1920	10-4/28	Pub	High	accredited
Kendrick Jr/Sr High School	2001 Hwy 3	Kendrick	127	1936	09-4/4	Pub	High	accredited
Kershaw Intermediate School	610 E. 3rd North	Sugar City	333	2009		Pub	Elementary	provisional
Keystone Learning Academy	2211 West 2800 South	Weston	12	2009	12-4/15	Non-public	Residential	provisional-advised
Kimberly High School	141 Center St West	Kimberly	422	1934	10-3/31	Pub	High	accredited
Kootenai Academy	2103 N. Ironwood Pl	Coeur d'Alene	24	1999	10-6/22	Ind	Special Purpose	accredited
Kootenai Bridge Academy	606 River Ave	Coeur d'Alene	232	2009		Pub	High	provisional

**CONSENT AGENDA
AUGUST 16, 2012**

Kootenai Jr-Sr High School	13030 E. O'Gara Rd.	Harrison	148	1985	08-4/8-9	Pub	High	accredited
Kuna High School	637 E Deerflat Road *	Kuna	1290	1934		Pub	High	accredited
Lake City High School	6101 Ramsey Rd	Coeur d'Alene	1539	1994	11-11/16	Pub	High	accredited
Lake City Junior Academy	111 Locust Ave	Coeur d'Alene	151	2002	07-08	Ind	Middle Level	accredited
Lake Pend Oreille High School (Alt)	1005 N. Boyer Ave	Sandpoint	132	2011		Pub	Special Purpose	provisional
Lakeland High School	7006 W. Hwy 53	Rathdrum	756	1939	11-2/16	Pub	High	accredited
Lakeside High School	PO Box 130	Plummer	199	1928	11-12/7	Pub	High	accredited
Lapwai High School	200 Willow Ave. W.	Lapwai	127	1934	10-9/23	Pub	High	accredited
Leadore High School	PO Box 119; 1115 3rd St	Leadore	37	2007	11-4/20	Pub	High	accredited
Legacy Charter School	4015 S. Legacy Way	Nampa	237	2011		Pub	Elementary	provisional
Lena Whitmore Elementary	110 S Blaine St	Moscow	305	2002	12-4/5	Pub	Elementary	accredited
Les Bois Jr. High	4150 E Grand Forest Dr.	Boise	643	2007	11-2/8-9	Pub	Middle Level	accredited
Lewiston High School	1114 Ninth Ave	Lewiston	1000	1920		Pub	High	accredited
Liberty Charter School	9955 Kris Jensen Lane *	Nampa	422	2002	11-5/26	Pub	K-12	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Lighthouse Christian School	960 Eastland Dr.	Twin Falls	145	2006	2012	Ind	High	accredited
Lincoln High School (Alt)	3175 E Lincoln Rd	Idaho Falls	212	2003	11-4/13	Pub	Special Purpose	accredited
Mackay Junior Senior High School	390 E Spruce; PO Box 390	Mackay	92	2007	10-4/14	Pub	High	accredited
Madison High School	2300 University Blvd	Rexburg	997	1934	10-4/13	Pub	High	accredited
Madison Jr. High School	134 Madison Ave *	Rexburg	1109	2008		Pub	Middle Level	provisional
Magic Valley Alternative High School	512 Main Ave N	Twin Falls	137	2003	08-4/24	Pub	High	accredited
Malad High School	181 Jenkins Ave	Malad	251	1936	09-4/9	Pub	High	accredited
Maranatha Christian School	12000 Fairview Avenue	Boise	101	1986	08-4/17	Ind	Elementary	accredited
Marsh Valley High School	12655 South Old Hwy 91	Arimo	360	1934	10-3/8	Pub	High	accredited
Marsing High School	301 8th Ave W Hwy 78	Marsing	246	1970	09-2/3	Pub	High	accredited
McCall-Donnelly High School	401 Mission Street	McCall	286	1946	12-3/12	Pub	High	accredited
Meadows Valley School	500 N. Miller, PO Box F	New Meadows	168	1973		Pub	K-12	accredited
Melba High School	6870 Stokes Lane	Melba	232	1941	10-1/15	Pub	High	accredited
Meridian Academy	2311 E. Lanark	Meridian	164	2003	09-5/13	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

(Alternative)								
Meridian Medical Arts Charter High School	1789 Heritage Park Lane *	Meridian	200	2005	09-2/17	Pub	Special Purpose	accredited
Meridian Senior High School	1900 West Pine Ave	Meridian	1408	1934	11-4/12	Pub	High	accredited
Meridian Technical Charter High School	3800 North Locust Grove	Meridian	201	2000	11-3/24	Pub	Special Purpose	accredited
Middleton High School	1538 Emmett Road *	Middleton	950	1967	08-12/16	Pub	High	accredited
Middleton Middle School	511 W. Main *	Middleton	684	2007	09-4/28	Pub	Middle Level	accredited
Midvale School	56 School Road	Midvale	114	1945	08-11/18	Pub	K-12	accredited
Minico High School	292 West 100 South	Rupert	1010	1929	09-4/6-7	Pub	High	accredited
Moscow Junior High School	1410 East "D" St	Moscow	564	1974	08-4/24	Pub	Middle Level	accredited
Moscow Sr. High School	402 East 5th St	Moscow	574	1920	10-1/14	Pub	High	accredited
Mountain Home High School	300 South 11th East St	Mountain Home	1029	1923	09-2/25-26	Pub	High	accredited
Mountain View Alternative High School	7802 W Main St	Rathdrum	113	2007	11-3/2	Pub	Special Purpose	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Mountain View High School	2000 S Millennium Way	Meridian	2107	2005	07-4/26-27	Pub	High	accredited
Mt. Harrison Junior/Senior High School	1431 17th Street	Heyburn	207	2007	12-3/8	Pub	High	accredited
Mullan Junior Senior School	PO Box 71	Mullan	48	1922	07-4/19-20	Pub	High	accredited
Murtaugh Jr/Sr High School	PO Box 117; 500 W Boyd	Murtaugh	60	1958	11-3/8	Pub	High	accredited
Nampa Christian Schools, Inc.	439 West Orchard Ave	Nampa	569	1984	2012	Ind	K-12	accredited
Nampa Senior High School	203 Lake Lowell Ave	Nampa	1414	1920		Pub	High	accredited
New Horizon High School-Alameda Center	845 McKinley, Alameda Center	Pocatello	142	2007	10-3/9	Pub	High	accredited
New Plymouth High School	207 South Plymouth Avenue	New Plymouth	272	1950	08-4/25	Pub	High	accredited
New Plymouth Middle School	4400 SW 2nd Ave.	New Plymouth	214	1997	08-3/19	Pub	Middle Level	accredited
Nez Perce School	P O Box 279	Nez Perce	54	1938	06-07	Pub	High	accredited
North Fremont High School	3581 E. 1300 N.	Ashton	170	1931	12-3/28	Pub	High	accredited
North Gem Senior High	360 S Main	Bancroft	63	1942	09-4/7	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

School								
North Junior High School	1105 North 13th St	Boise	899	2007	11-2/28&3/1	Pub	Middle Level	accredited
North Star Charter School	839 N. Linder Rd	Eagle	908	2007	12-4/9	Pub	K-12	accredited
North Valley Academy	906 Main Street	Gooding	254	2008		Pub	K-12	provisional
Northwest Academy	PO Box 370	Naples	55	2005		Ind	Residential	accredited
Northwest Children's Home Education Center	602 13th Street	Lewiston	96	1981		Ind	Residential	accredited
Northwest Children's Home Treasure Valley Education Center	420 South Park, PO Box 888	Payette	8	2009		Ind	Special Purpose	provisional
Notus Jr/Sr High School	25260 Notus Rd *	Notus	103	2002		Pub	High	accredited
Oakley Jr/Sr High School	455 W Main	Oakley	216	1948		Pub	High	accredited
Orofino High School	300 Dunlap Road	Orofino	340	1934	09-4/30&5/1	Pub	High	accredited
Palouse Hills Adventist School	3148 Tomer Road	Moscow	14	2002	07-08	Ind	Elementary	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Paradise Creek Regional High School	1314 S Main St.	Moscow	16	2007	11-12/16	Pub	High	accredited
Parkview High School (Alt)	609 15th Avenue North	Nampa	48	2008	12-3/8	Pub	High	accredited
Parma High School	137 Panther Way	Parma	322	1934	10-2/17	Pub	High	accredited
Payette High School	1500 Sixth Ave South	Payette	436	1921	11-4/28	Pub	High	accredited
Payette River Regional Technical Academy	721 W. 12th, Suite A	Emmett	125	2010		Pub	Special Purpose	provisional
Pend Oreille Valley Adventist School	33820 Hwy 41	Oldtown	8	2002	07-08	Ind	Elementary	accredited
Pocatello High School	325 North Arthur St	Pocatello	1174	1918	2007	Pub	High	accredited
Post Falls High School	2832 E Poleline *	Post Falls	1518	1934	10-12/1	Pub	High	accredited
Potlatch Jr/Sr High School	130 6th Street	Potlatch	179	1934	12-4/13	Pub	High	accredited
Prairie High School	PO Box 540	Cottonwood	215	1934		Pub	High	accredited
Preston High School	151 East 2nd South	Preston	696	1935	11-4/19-20	Pub	High	accredited
Priest River-Lamanna High School	596 Highway 57	Priest River	401	1942	12-3/21	Pub	High	accredited
Project CDA Alternative	1619 N 9th St	Coeur d'Alene	147	2007	12-4/4	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Middle/High School								
Project PATCH School	PO Box 450	Garden Valley	31	2003		Ind	Residential	accredited
Raft River Jr/Sr High School	55 N First West	Malta	151	1960	12-3/20	Pub	High	accredited
Renaissance Magnet High School	1307 E Central Drive	Meridian	545	2009		Pub	High	provisional
Richard McKenna Charter High School	675 S Haskett St.	Mountain Home	279	2000	12-4/11	Pub	Distance Education	advised
Richfield Junior/Senior High School	555 N Tiger Dr	Richfield	182	1988	09-4/8	Pub	K-12	accredited
Ridgeline Alternative High School	94 N Canyon *	Nampa	119	2007	12-3/13	Pub	High	accredited
Rigby High School	290 North 3800 East	Rigby	871	1937	09-4/28	Pub	High	accredited
Rigby Junior High	125 N 1st W	Rigby	682	2007	10-5/13	Pub	Middle Level	accredited
Rimrock Junior/Senior High School	39678 State Hwy 78	Bruneau	175	1980	09-4/28	Pub	High	accredited
Ririe High School	PO Box 568	Ririe	217	1945	08-3/12	Pub	High	accredited
Ririe Middle School	260 First West	Ririe	355	2004	08-4/22	Pub	Middle Level	accredited
Riverglen Junior High	6801 N Gary Lane	Boise	997	2007	11-4/6-7	Pub	Middle Level	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Riverside Alternative High School	7188 Oak	Bonnors Ferry	32	2007	11-3/23	Pub	High	accredited
Riverstone International School	5493 Warm Springs Ave	Boise	315	2001	05-06	Ind	K-12	accredited
Robert Janss School	1299 North Orchard, Suite 110	Boise	282	1982	10-9/15-30	Pub	Special Purpose	accredited
Rockland Public School	PO Box 119	Rockland	171	2007	11-3/14	Pub	K-12	accredited
Rocky Mountain High School	5450 N Linder Road	Meridian	2103	2008	12-4/9-10	Pub	High	accredited
Rocky Mountain Middle School	3443 N Ammon Rd.	Idaho Falls	739	2003		Pub	Middle Level	accredited
Sacajawea Junior High School	3610 12th St	Lewiston	595	1989		Pub	Middle Level	accredited
Salmon High School	401 S. Warpath	Salmon	297	1931	11-4/6	Pub	High	accredited
Salmon River High School	PO Box 872	Riggins	53	2007	12-4/24	Pub	High	accredited
Salmon Seventh-Day Adventist School	400 Fairmont	Salmon	10	2002	07-08	Ind	Elementary	accredited
Sandcreek Middle School	2955 E Owen	Idaho Falls	789	2002	08-2/27	Pub	Middle Level	accredited
Sandpoint Charter School	614 S Madison St	Sandpoint	168	2008		Pub	High	provisional

**CONSENT AGENDA
AUGUST 16, 2012**

Sandpoint High School	410 South Division St	Sandpoint	1016	1918	08-3/4-5	Pub	High	accredited
Sandpoint Junior Academy	2255 W Pine St	Sandpoint	38	2002	07-08	Ind	Special Purpose	accredited
Sequel Three Springs School	2850 Industrial Way NE	Mountain Home	40	2002	12-6/12-13	Ind	Residential	accredited
Shelley High School	570 West Fir Street	Shelley	620	1935	09-4/8	Pub	High	accredited
Sheridan Academy	4948 Kootenai, Suite 206	Boise	13	1997	11-3/14	Ind	Special Purpose	accredited
Shoshone Alternative High School	409 S Apple St	Shoshone	15	2011		Pub	High	provisional
Shoshone Bannock Schools	PO Box 790; 17400 Hiline Rd.	Fort Hall	119	1984	08-4/14; interim09-11/16	Pub	K-12	accredited
Shoshone High School	61 E Highway 24	Shoshone	130	1929		Pub	High	accredited
Silver Creek High School	1060 Fox Acres Rd.	Hailey	48	2010		Pub	Special Purpose	provisional
Skyline High School	1767 Blue Sky Drive	Idaho Falls	1029	1966	09-11/9	Pub	High	accredited
Skyview High School	1303 East Greenhurst	Nampa	1266	1997	10-3/9	Pub	High	accredited
Snake River High School	922 West Hwy 39	Blackfoot	538	1934	09-4/14	Pub	High	accredited
Soda Springs High School	300 East First North	Soda Springs	247	1933	08-4/7	Pub	High	accredited
South Fremont High School	855 North Bridge	St. Anthony	487	1928	12-3/14	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

South Junior High School	3101 Cassia St.	Boise	687	2007	11-4/7-8	Pub	Middle Level	accredited
Southern France Youth Institute	54 Wildwood Lane	Sandpoint	81	2006		Ind	Travel Study	accredited
St. Joseph Seminary	15283 N Church Rd	Rathdrum	4	2009		Ind	High	provisional
St. Maries Christian School	216 N. 9th St	St. Maries	4	2008	07-08	Ind	Elementary	accredited
St. Maries High School	424 Hell's Gulch Road	St. Maries	320	1921	07-5/21-22	Pub	High	accredited
Sugar-Salem High School	#1 Digger Drive	Sugar City	442	1936		Pub	High	accredited
Summit Academy	PO Box 427	Cottonwood	90	2007	12-4/26	Ind	K-12	provisional- advised
Sylvan Learning Center #2005	1810 E Schneidermiller Ave, Suite 240	Post Falls	37	2005	09-9/9	Ind	Supplemental Education	accredited
Taylor's Crossing Public Charter School	1445 N Wood River Dr	Idaho Falls	398	2007	12-4/18	Pub	K-12	provisional- advised
Taylorview Junior High School	350 Castlerock Lane	Idaho Falls	820	2007		Pub	Middle Level	provisional
Teton High School	555 Ross Ave.	Driggs	421	1997	09-4/16	Pub	High	accredited
Teton Middle School	935 N 5th East *	Driggs	391	1997	09-2/4	Pub	Middle Level	accredited
The Bridge Academy	1619 N. 9th	Coeur D'Alene	5	2007	11-4/21	Pub	Special Purpose	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

The Learning Academy of Teton Valley, Inc.	1480 South 500 W; PO Box 451 *	Driggs	41	2007	11-5/4	Ind	K-12	provisional- advised
The North Fork School	PO Box 2127 *	McCall	15	2001	11-12/1	Ind	Supplemental Education	accredited
The Patriot Center	330 W Main	Emmett	22	2005	09-4/30	Pub	High	accredited
Thomas Jefferson Charter School	1209 Adam Smith Ave	Caldwell	412	2007	11-9/30	Pub	K-12	accredited
Timberlake Senior High School	5973 W. Hwy 54 *	Spirit Lake	53	1998	11-2/9	Pub	High	accredited
Timberline High School	701 East Boise Ave	Boise	1128	1998		Pub	High	accredited
Timberline High School	22869 Highway 11	Weippe	212	1970	08-4/10-11	Pub	High	accredited
Treasure Valley SDA School	P O Box 396	Payette	12	2004	2010	Ind	Elementary	accredited
Troy Junior/Senior High School	101 Trojan Drive	Troy	178	1934	09-10/22-23	Pub	High	accredited
Twin Falls High School	1615 Filer Ave East	Twin Falls	1055	1918	10-2/23	Pub	High	accredited
Upper Carmen Public Charter School	PO Box 33; 508 Carmen Creek Rd	Carmen	83	2009		Pub	Middle Level	provisional
Valley High School	882 Valley Rd South	Hazelton	169	1928	10-2/25	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Vallivue Academy	6123 Timbre Dr	Caldwell	96	2008	12-2/23	Pub	High	accredited
Vallivue High School	1407 Homedale Rd	Caldwell	1772	1963	09-12/15	Pub	High	accredited
Victory Charter School	9779 Kris Jensen Lane	Nampa	412	2008	11-4/19	Pub	K-12	accredited
Vision Charter School	19291 Ward Road *	Caldwell	97	2009		Pub	High	provisional
Wallace High School	Number 1 Miners Alley	Wallace	226	1920	07-4/26-27	Pub	High	accredited
Weiser High School	690 W. Indianhead Rd	Weiser	518	1920		Pub	High	accredited
Wendell High School	750 E. Main St.	Wendell	309	1934	08-5/1	Pub	High	accredited
West Jefferson High School	1260 East 1500 North	Terreton	185	1967	10-4/8	Pub	High	accredited
West Junior High School	8371 W Salt Creek Ct,	Boise	882	2007	11-4/18-19	Pub	Middle Level	accredited
West Park Elementary School	510 Home St	Moscow	228	2002	11-3/30	Pub	Elementary	accredited
West Side High School	775 N West Side Hwy *	Dayton	183	1968	09-3/24	Pub	High	accredited
Wilder Middle/High School	419 A Huff Rd	Wilder	172	1939	08-4/29	Pub	High	accredited
Wisdom Ranch School	P O Box 166	Arco	14	2002		Pub	Residential	accredited
Wood River High School	1250 Fox Acres Rd	Hailey	812	1941	09-2/25-26	Pub	High	accredited

**CONSENT AGENDA
AUGUST 16, 2012**

Wood River Middle School	900 2nd Ave. N.	Hailey	672	1974	09-2/24	Pub	Middle Level	accredited
Xavier Charter School	1213 No College Rd West	Twin Falls	641	2008		Pub	K-12	provisional

**CONSENT AGENDA
AUGUST 16, 2012**

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CONSENT
AUGUST 16, 2012

SUBJECT

Adoption of curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-118, Idaho Code
Idaho Administrative Code 08.02.03.128

BACKGROUND/DISCUSSION

The Administrative Rules of the State Board of Education, IDAPA 08.02.03.128.01,128.02 describe 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 2012, the main adoption cycle is curricular materials in the subject area of English Language Arts. Interim adoption clause allows for submissions in the subject area of Science. Annual adoption continues for Limited English Proficiency and Computer Applications.

This year the curricular materials review week was held June 11 to 15, 2012. Thirty-eight content area specialists assisted the six standing committee members in the evaluation of the curricular materials.

The curricular materials adoption committee recommends the adoption of curricular materials as outlined in the 2012 Curricular Materials Recommendations Document.

ATTACHMENTS

Attachment 1 - 2012 Curricular Materials Recommendations Document Page 3

BOARD ACTION

I move to approve the adoption of English Language Arts curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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2012 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 2012 *Session* called for reviewing curricular materials in the main subject area of English Language Arts and interim materials in Science. Annual materials include Computer Applications and Limited English Proficiency.

Several of these materials have accompanying electronic instructional media. Others are deliverable via CD-ROM or the Internet.

The Curricular Materials Selection Committee considers their work an important contribution to the educational process in Idaho. This Committee reflects the diversity of Idaho's population both geographically and philosophically. Occasionally the approval of a certain material is not a unanimous decision by the Committee.



**CURRICULAR MATERIALS ADOPTION PROCEDURES
FOR THE STATE OF IDAHO**

The Curricular Materials adoption process has its basis in Idaho Code (33-118, 333-118A). It is further defined in the Administrative Rules of the State Board of Education (SBOE), IDAPA 08.02.03, subsection 128.

The Adoption Process in Idaho provides for the continuous review and evaluation of new curricular materials. This process ensures that Idaho schools have quality products available to purchase at a guaranteed low price, and equal availability to all Idaho school districts. These materials are screened in order to eliminate any of inferior quality or undesirable content. This process maintains local control in the choice of instruction materials by providing a multiple list of approved materials. The adoption process also provides, through a contract with each publisher, a contract price that is good for the length of the adoption cycle. This ensures quality for each school district and allows for the best materials at the lowest possible price for Idaho's schools.

Idaho adopts materials in the areas of reading, research based reading, literature, drivers education, science, health, handwriting, mathematics, business education, career education, counseling, social studies, English, applied English, spelling, dictionary, thesaurus, speech, journalism, world, languages, art, drama, music, healthy life styles, professional technical education, business computer applications (adopted annually), and limited English proficiency (adopted annually).

Materials are adopted in Idaho on a six-year rotating schedule. Publishers have an additional one-year following the main adoption year to submit new copyrights for a particular content area, allowing each of the content area submissions a total of two years. The intent of the adoption process is to generally approve all materials meeting the established criteria and to reject those items that are considered unsuitable for use in their designated subject area.

Schools are required to select curricular materials from the state approved-adoption listings. Deviation points are subtracted from the school's accreditation report if this is not followed. Materials that serve as supplements to the core curricular materials do not have to be selected from the adoption listings.

Schools may submit a waiver to the Executive Secretary of the Committee requesting to use materials that do not appear on the Approved Listings. Local school boards must approve this request prior to sending it to the Executive Secretary of the Committee. Requests are generally granted for new copyrights not currently under adoption, or

CONSENT
AUGUST 16, 2012

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

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

**CONSENT
AUGUST 16, 2012**

- 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

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 English Language Arts, Science, 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 Common Core State Standards and/or the Idaho 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 2012), contracts are mailed to the publishing companies (August 2012). After the return of signed contracts, the listing of newly adopted materials is published by December 3, 2012 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 Caxton Printers 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

CONSENT
AUGUST 16, 2012

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 2012**

Diann Roberts
ELA/Reading Coordinator
Idaho State Dept of Education
PO Box 83720
Boise, ID 83720-0027

Emily Perkes
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Tara Drexler
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Elizabeth Flasnick
Executive Secretary
Curriculum & Technology Ctr.
650 West State Street
Boise, ID 83702

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2012 Curricular Materials English Language Arts Recommendations

Curricular Materials Recommendations - Regular Adoptions

It was moved by **Stacey Jensen**, seconded by **Darlene Dyer**, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Regular Adoption* of ELA 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 **Patty Silvers**, seconded by **Tara Drexler**, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Annual Adoption* of Computer Applications and Limited English Proficiency 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.

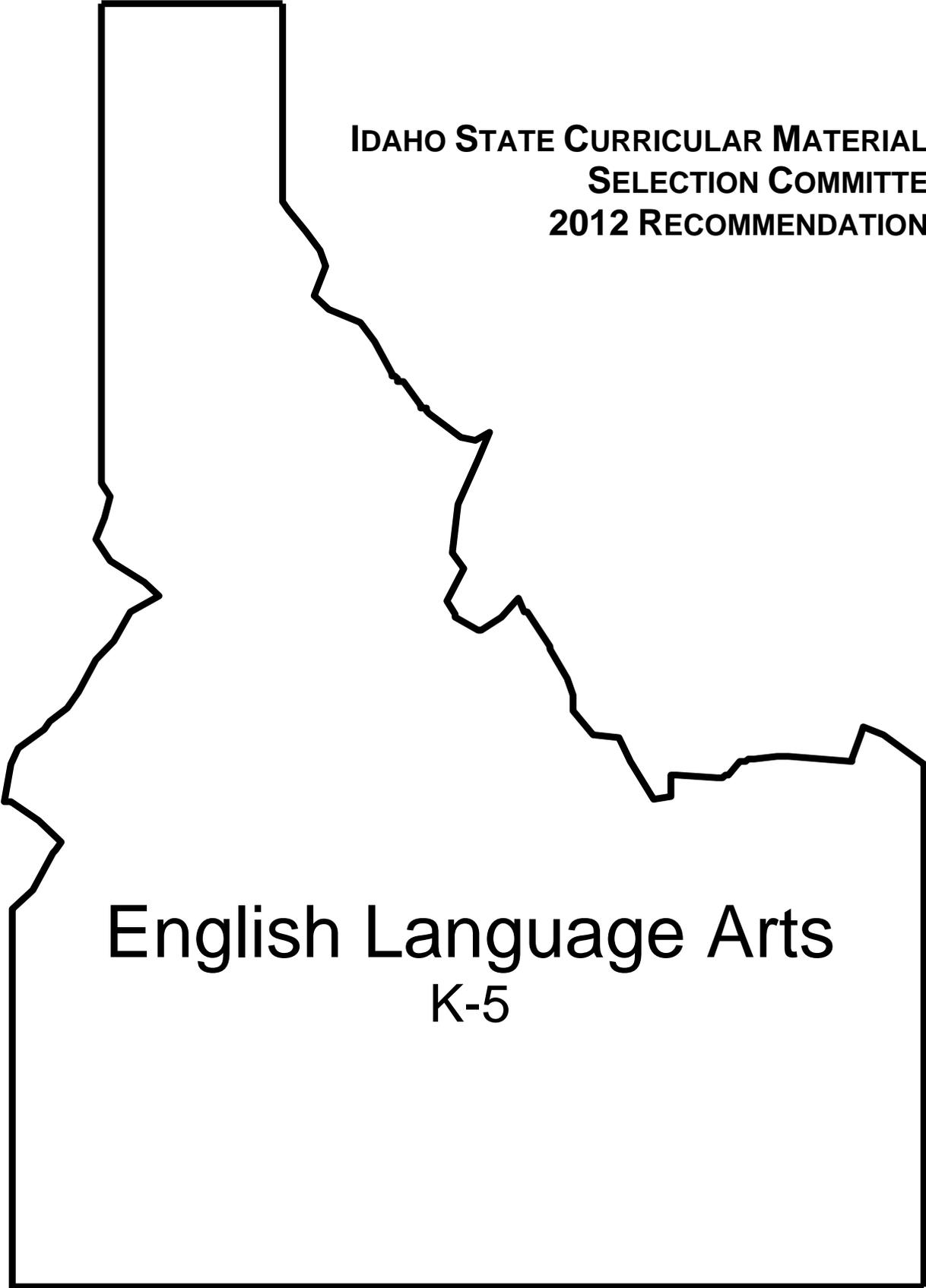
Curricular Materials Recommendations - Interim Adoptions

It was moved by **Laree Jansen**, seconded by **Emily Perkes**, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Interim Adoption* of Science 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 **Stacey Jensen**, seconded by an **Unanimous Vote**, and carried to adjourn the meeting on June 14, 2012.

Respectfully submitted,
Elizabeth Flasnick
Executive Secretary



**IDAHO STATE CURRICULAR MATERIALS
SELECTION COMMITTEE
2012 RECOMMENDATIONS**

**English Language Arts
K-5**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade K © 2012 Kit	Shane Templeton et al	2012	K (K-5)	9780547646688	Highly Recommended 92% CCSS 91% Materials Analysis	
	<p>Notes: Highly recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.</p> <p>Key Features:</p> <p>Rigorous instruction based on an integrated model of literacy. Instruction and application in the four strands of the CCSS—Reading, Writing, Speaking and Listening, and Language—are linked to the complex texts and topics with which students engage.</p> <p>Exceptional support for small group instruction. Consulting Author Irene Fountas oversaw the leveling of the 1000+ Leveled Readers in <i>Journeys</i> and developed 8-page lesson plans to support each one.</p> <p>Interactive Instructional Flip Chart. Interactive White Board-ready flip charts engage children in hands-on learning of key instructional strands, including Phonics, Grammar, and Writing, to meet Idaho Content and Common Core State Standards.</p> <p>Big Books and Read Aloud Books. 32 Big Books contain paired selections ideal for comparing texts and expanding knowledge of a topic, while 30 Read Aloud trade books offer children the opportunity to explore high-quality literature and informational text.</p>						
	Benchmark and Unit Tests Consumable						9780547368832
	A Journey in Songs and Rhymes Big Book						9780547135793
	A Journey from A to Z Big Book						9780547135809
	Big Book Set						9780547373423
	Instructional Card Kit						9780547374536
	Sound Spelling/Alpha Friends Card Set						9780547377292
	Interactive Flipchart Set						9780547372822
	Grab and Go Complete Set						9780547370750
	Teacher Edition Set Grade K						9780547609027
	TE Unit 1						9780547608501
	TE Unit 2						9780547610139
	TE Unit 3						9780547609836
	TE Unit 4						9780547609843
	TE Unit 5						9780547609850
	TE Unit 6						9780547609867
	Leveled Reader Collection with Teacher's Guide						9780547328270
	Online Common Core Student Resources 6-Year						9780547632124
	Practice Book Consumable Collection						9780547249391
	Decodable Reader						9780547074825
	Leveled Readers Below Level Strand						9780547178646
	Leveled Readers On Level Strand						9780547178837
	Leveled Readers Above Level Strand						9780547178592
	Leveled Readers Vocabulary Level Strand						9780547445762
	Online Destination Reading Activities 1-Year Site						9780547360614
	Common Core Online Teacher Resources 6-Year						9780547632162
Comprehensive Language and Literacy Guide					9780547368795		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade K © 2012 (Continued)		2012	K			
	Practice Book TE				9780547272061		
	Online Leveled Readers 6-Year				9780547356860		
	Projectable Blackline Masters				9780547393919		
	Benchmark and Unit Tests TE				9780547318721		
	Road Map to Success: Teaching Resources				9780547254005		
	Progress Monitoring Assessment				9780547254210		
	Sing and Connect Audio CD				9780547336848		
	Teacher One Stop Planner CD-ROM				9780547468402		
	Guided Word Study				9780547691084		
	Focus Wall Chart				9780547374222		
	Ready-Made Work Stations Flip Charts Set				9780547246581		
	Leveled Readers ELL Level Strand				9780547178769		
	Language Support Cards				9780547690995		
Reading Adventure TE Lesson Booklet Set				9780547711607			
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade 1 © 2012		Shane Templeton et al	2012	1 (K-5)	Recommended 84% CCSS 98% Materials Analysis	
	Notes: Recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.						
	Key Features:						
	Rigorous instruction based on an integrated model of literacy. Instruction and application in the four strands of the CCSS—Reading, Writing, Speaking and Listening, and Language—are linked to the complex texts and topics with which students engage.						
	Exceptional support for small group instruction. Consulting Author Irene Fountas oversaw the leveling of the 1000+ Leveled Readers in <i>Journeys</i> and developed 8-page lesson plans to support each one.						
	All-in-one Student Book. In addition to award-winning complex text, the <i>Journeys</i> Student Books feature full lessons on Vocabulary, Comprehension, Grammar, and Writing each week to meet Idaho Content and Common Core State Standards.						
	Powerful intervention. Weekly lessons for Tier II Intervention and ELLs are conveniently located behind tabs in the TE. The Tier II Write-In Reader scaffolds close reading and helps below-level students access on-level complex text and topics.						
	Reading Adventures Student Edition and Magazine Set Grade 1 (contains 6 Student Edition Volumes and Student Edition Magazine)				9780547636443		
	SE Volume 1				9780547251684		
	SE Volume 2				9780547251714		
	SE Volume 3				9780547251745		
	SE Volume 4				9780547251769		
	SE Volume 5				9780547251783		
	SE Volume 6				9780547251837		
	Reading Adventures SE Magazine				9780547584836		
	Teacher's Edition Set Grade 1				9780547609034		
	TE Unit 1				9780547608570		
	TE Unit 2				9780547609874		
	TE Unit 3				9780547609881		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade 1 © 2012 (Continued)		2012	1		
	TE Unit 6				9780547609911	
	Leveled Reader Collection with Teacher's Guide				9780547328348	
	Online Common Core Student Resources 6-Year				9780547632032	
	Decodable Reader				9780547389578	
	Benchmark and Unit Tests Consumable				9780547368849	
	Leveled Readers Below Level Strand				9780547178424	
	Leveled Readers On Level Strand				9780547178790	
	Leveled Readers Above Level Strand				9780547312668	
	Leveled Readers Vocabulary Level Strand				9780547312835	
	Online Destination Reading Activities 1-Year Site License -6				9780547360614	
	Common Core Online Teacher Resources 6-Year				9780547632087	
	Comprehensive Language and Literacy Guide				9780547241081	
	Practice Book TE				9780547271910	
	Decodable Reader Blackline Master Volume 1				9780547389615	
	Decodable Reader Blackline Master Volume 2				9780547389622	
	Online Leveled Readers 6-Year				9780547356945	
	Back To School Big Book 1				9780547170039	
	Back To School Big Book 2				9780547170060	
	Big Book Set (9 titles)				9780547170046	
	Instructional Card Kit				9780547374581	
	Sound-Spelling Cards GRs 1-3				9780547246376	
	Projectable Blackline Masters				9780547373454	
	Grab and Go Complete Set				9780547370767	
	Emerging Literacy Test GRs K-1				9780547154015	
	Benchmark and Unit Tests TE				9780547318738	
	Diagnostic Assessment GRs 1-6				9780547153964	
	Progress Monitoring Assessment				9780547254395	
	Sing and Connect Audio CD GRs K-1				9780547336848	
	Big Book Audiotext CD				9780547361901	
	Write-In Reader Audio Book CD				9780547361598	
	Student Book Audiotext CD				9780547361314	
	ExamView CD-ROM				9780547361451	
Teacher One Stop Planner CD-ROM				9780547468433		
Guided Word Study				9780547690896		
Focus Wall Chart				9780547374291		
Ready-Made Work Stations Flip Chart Set				9780547246642		
Leveled Readers ELL Level Strand				9780547178677		
Language Support Cards				9780547690919		
Practice Book Consumable Collection				9780547249476		
Write In Reader Collection				9780547373317		
Reading Adventure TE Lesson Booklet Set				9780547711416		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*

Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt Journeys Common Core Grade 2 © 2012		Shane Templeton et al	2012	2 (K-5)	Highly Recommended 87% CCSS 93% Material Analysis	
	<p>Notes: Highly recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.</p> <p>Key Features:</p> <p>Rigorous instruction based on an integrated model of literacy. Instruction and application in the four strands of the CCSS—Reading, Writing, Speaking and Listening, and Language—are linked to the complex texts and topics with which students engage.</p> <p>Exceptional support for small group instruction. Consulting Author Irene Fountas oversaw the leveling of the 1000+ Leveled Readers in <i>Journeys</i> and developed 8-page lesson plans to support each one.</p> <p>All-in-one Student Book. In addition to award-winning complex text, the <i>Journeys</i> Student Books feature full lessons on Vocabulary, Comprehension, Grammar, and Writing each week to meet Idaho Content and Common Core State Standards.</p> <p>Powerful intervention. Weekly lessons for Tier II Intervention and ELLs are conveniently located behind tabs in the TE. The Tier II Write-In Reader scaffolds close reading and helps below-level students access on-level complex text and topics.</p>						
	Reading Adventures Student Edition and Magazine Set Grade 2 (contains 2 Student Edition Volumes and Student Edition Magazine)						9780547636399
	Journeys Common Core SE Volume 1						9780547251912
	Journeys Common Core SE Volume 2						9780547251936
	Journeys Common Core Reading Adventures SE Magazine						9780547584829
	Journeys Common Core Teacher Edition Set						9780547608990
	Journeys Common Core TE Unit 1						9780547608549
	Journeys Common Core TE Unit 2						9780547609928
	Journeys Common Core TE Unit 3						9780547609935
	Journeys Common Core TE Unit 4						9780547609942
	Journeys Common Core TE Unit 5						9780547609959
	Journeys Common Core TE Unit 6						9780547609966
	Journeys Common Core Leveled Reader Collection with Teacher's Guide						9780547328317
	Online Common Core Student Resources 6-Year						9780547632049
	Decodable Reader						9780547074375
	Benchmark and Unit Tests Consumable						9780547368856
	Leveled Readers Below Level Strand						9780547312705
	Leveled Readers On Level Strand						9780547312750
	Leveled Readers Above Level Strand						9780547312682
	Leveled Readers Vocabulary Level Strand						9780547312811
	Online Destination Reading Activities 1-Year Site License GRs K-6						9780547360614
	Common Core Online Teacher Resources 6-Year						9780547632100
	Comprehensive Language and Literacy Guide						9780547368801
	Practice Book TE						9780547271927
Decodable Reader Blackline Master					9780547074801		
Online Leveled Readers 6-Year					9780547357010		
Instructional Card Kit					9780547374604		
Projectable Blackline Masters					9780547373539		
Publisher	Title of Material		Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton	Journeys Common Core Grade 2 © 2012 (Continued)			2012	2		
	Comprehensive Screening Assessment					9780547153056	

Mifflin Harcourt School Publishers	Benchmark and Unit Tests TE				9780547318745	
	Diagnostic Assessment GRs 1-6				9780547153964	
	Progress Monitoring Assessment				9780547254388	
	Write-Smart CD-ROM				9780547361550	
	Grammar Songs Audio CD GRs 2-3				9780547336862	
	Write-In Reader Audio Book CD				9780547361611	
	Student Book Audiotext CD				9780547361956	
	ExamView CD-ROM				9780547361482	
	Teacher One Stop Planner CD-ROM				9780547468396	
	Guided Word Study				9780547690988	
	Focus Wall Chart				9780547374321	
	Ready-Made Work Station Flip Chart Set				9780547246666	
	Leveled Readers ELL Level Strand				9780547312699	
	Language Support Cards				9780547690933	
	Practice Book Consumable Collection				9780547249506	
	Write-In Reader				9780547254159	
Reading Adventure TE Lesson Booklet Set				9780547711423		
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt Journeys Common Core Grade 3 © 2012	Shane Templeton et al	2012	3 (K-5)		Recommended 81% CCSS 85% Material Analysis
	Notes: Recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.					
	Key Features:					
	Rigorous instruction based on an integrated model of literacy. Instruction and application in the four strands of the CCSS—Reading, Writing, Speaking and Listening, and Language—are linked to the complex texts and topics with which students engage.					
	Exceptional support for small group instruction. Consulting Author Irene Fountas oversaw the leveling of the 1000+ Leveled Readers in <i>Journeys</i> and developed 8-page lesson plans to support each one.					
	All-in-one Student Book. In addition to award-winning complex text, the <i>Journeys</i> Student Books feature full lessons on Vocabulary, Comprehension, Grammar, and Writing each week to meet Idaho Content and Common Core State Standards.					
	Powerful intervention. Weekly lessons for Tier II Intervention and ELLs are conveniently located behind tabs in the TE. The Tier II Write-In Reader scaffolds close reading and helps below-level students access on-level complex text and topics.					
	Reading Adventures Student Edition and Magazine Set Grade 3 (contains 2 Student Edition Volumes and Student Edition Magazine)				9780547636405	
	Journeys Common Core Reading Adventures SE and Magazine Set				9780547636405	
	Journeys Common Core SE Volume 1				9780547251530	
	Journeys Common Core SE Volume 2				9780547251554	
Journeys Common Core Reading Adventures SE Magazine				9780547595832		
Journeys Common Core Teacher Edition Set				9780547608983		
Journeys Common Core TE Unit 1				9780547608518		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School	Journeys Common Core Grade 3 © 2012 (Continued)		2012	3		
	Journeys Common Core TE Unit 3				9780547609980	
	Journeys Common Core TE Unit 4				9780547609997	
	Journeys Common Core TE Unit 5				9780547610009	
	Journeys Common Core TE Unit 6				9780547611150	

Publishers	Journeys Common Core Leveled Reader Collection with Teacher's Guide				9780547328256	
	Online Common Core Student Resources 6-Year				9780547632056	
	Jake Drake Novel Trade Book 1				9780547073675	
	Donavan's Word Jar Novel Trade Book 2				9780547073798	
	Capoeira Novel Trade Book 3				9780547073835	
	Benchmark and Unit Tests Consumable				9780547368870	
	Leveled Readers Below Level Strand				9780547312842	
	Leveled Readers On Level Strand				9780547312828	
	Leveled Readers Above Level Strand				9780547312804	
	Vocabulary Reader				9780547312866	
	Online Destination Reading Activities 1-Year Site License GRs K-6				9780547360614	
	Common Core Online Teacher Resources 6-Year				9780547632117	
	Comprehensive Language and Literacy Guide				9780547241104	
	Practice Book TE				9780547271934	
	Decodable Reader Blackline Master				9780547130972	
	Online Leveled Readers 6-Year				9780547356952	
	Instructional Card Kit				9780547374628	
	Sound-Spelling Cards GRs 1-3				9780547246376	
	Projectable Blackline Masters				9780547373560	
	Grab and Go Complete Set				9780547370798	
	Benchmark and Unit Tests TE				9780547318752	
	Comprehensive Screening Assessment				9780547153155	
	Diagnostic Assessment GRs 1-6				9780547153964	
	Progress Monitoring Assessment				9780547254418	
	Write-Smart CD-ROM				9780547361567	
	Grammar Songs Audio CD GRs 2-3				9780547336862	
	Write-In Reader Audio Book CD				9780547361628	
	Student Book Audiotext CD				9780547361970	
	ExamView CD-ROM				9780547361499	
	Teacher One Stop Planner CD-ROM				9780547468464	
Guided Word Study				9780547691053		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade 3 © 2012 (Continued)		2012	3		
	Consumable Writing Workbook TE				9780547720319	
	Focus Wall Chart				9780547374345	
	Ready-Made Work Station Flip Chart Set				9780547246680	
	Leveled Readers ELL Level Strand				9780547312774	
	Language Support Cards				9780547690926	
	Practice Book Consumable Collection				9780547249445	
	Write-In Reader				9780547254173	
	Reading Adventure TE Lesson Booklet				9780547711430	
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt Journeys Common Core Grade 4 © 2012	Shane Templeton et al	2012	4 (K-5)		Recommended 86% CCSS 89% Material Analysis

<p>Notes: Recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.</p> <p>Key Features:</p> <p>Rigorous instruction based on an integrated model of literacy. Instruction and application in the four strands of the CCSS—Reading, Writing, Speaking and Listening, and Language—are linked to the complex texts and topics with which students engage.</p> <p>Exceptional support for small group instruction. Consulting Author Irene Fountas oversaw the leveling of the 1000+ Leveled Readers in <i>Journeys</i> and developed 8-page lesson plans to support each one.</p> <p>All-in-one Student Book. In addition to award-winning complex text, the <i>Journeys</i> Student Books feature full lessons on Vocabulary, Comprehension, Grammar, and Writing each week to meet Idaho Content and Common Core State Standards.</p> <p>Powerful intervention. Weekly lessons for Tier II Intervention and ELLs are conveniently located behind tabs in the TE. The Tier II Write-In Reader scaffolds close reading and helps below-level students access on-level complex text and topics.</p>	
Journeys Common Core Reading Adventures SE and Magazine Set	9780547636412
Journeys Common Core SE	9780547251561
Journeys Common Core Reading Adventures SE Magazine	9780547595795
Journeys Common Core Teacher Edition Set	9780547609003
Journeys Common Core TE Unit 1	9780547608525
Journeys Common Core TE Unit 2	9780547610016
Journeys Common Core TE Unit 3	9780547610023
Journeys Common Core TE Unit 4	9780547610030
Journeys Common Core TE Unit 5	9780547610047
Journeys Common Core TE Unit 6	9780547611181
Journeys Common Core Leveled Reader Collection with Teacher's Guide	9780547328386
Online Common Core Student Resources 6-Year	9780547632063

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade 4 © 2012 (Continued)		2012	4		
	Phineas L. MacGuire Novel Trade Book 1				9780547073873	
	Justin and the Best Biscuits in the World Novel Trade Book 2				9780547073903	
	Sea Turtles Novel Trade Book 3				9780547073910	
	Benchmark and Unit Tests Consumable				9780547368887	
	Leveled Readers Below Level Strand				9780547312903	
	Leveled Readers On Level Strand				9780547312859	
	Leveled Readers Above Level Strand				9780547312781	
	Leveled Readers Vocabulary Level Strand				9780547312927	
	Online Destination Reading Activities 1-Year Site License GRs K-6				9780547360614	
	Common Core Online Teacher Resources 6-Year				9780547632131	
	Comprehensive Language and Literacy Guide				9780547241142	
	Practice Book TE				9780547271941	
	Vocabulary In Context Cards				9780547246772	
	Projectable Blackline Masters				9780547373584	
	Online Leveled Readers 6-Year				9780547356921	
	Grab and Go Complete Set				9780547370804	
	Benchmark and Unit Tests TE				9780547318769	
	Comprehensive Screening Assessment				9780547153209	
	Diagnostic Assessment GRs 1-6				9780547153964	
	Progress Monitoring Assessment				9780547254371	
	Write-Smart CD-ROM				9780547361574	
	Grammar Songs Audio CD GRs 4-6				9780547336886	
	Write-In Reader Audio Book CD				9780547361642	
	Student Book Audiotext CD				9780547362007	
	ExamView CD-ROM				9780547361512	
	Teacher One Stop Planner CD-ROM				9780547468419	
	Guided Word Study				9780547691008	
	Focus Wall Chart				9780547374383	
	Ready-Made Work Stations				9780547246697	
	Leveled Readers ELL Level Strand				9780547312941	
	Language Support Cards				9780547690957	
Practice Book Consumable				9780547246420		
Write-In Reader				9780547254203		
Reading Adventure TE Lesson Booklet Set				9780547711447		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt Journeys Common Core Grade 5 © 2012	Shane Templeton et al	2012	5 (K-5)		Highly Recommended 88% CCSS 98% Material Analysis	
	<p>Notes: Highly recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.</p> <p>Key Features:</p> <p>Rigorous instruction based on an integrated model of literacy. Instruction and application in the four strands of the CCSS—Reading, Writing, Speaking and Listening, and Language—are linked to the complex texts and topics with which students engage.</p> <p>Exceptional support for small group instruction. Consulting Author Irene Fountas oversaw the leveling of the 1000+ Leveled Readers in <i>Journeys</i> and developed 8-page lesson plans to support each one.</p> <p>All-in-one Student Book. In addition to award-winning complex text, the <i>Journeys</i> Student Books feature full lessons on Vocabulary, Comprehension, Grammar, and Writing each week to meet Idaho Content and Common Core State Standards.</p> <p>Powerful intervention. Weekly lessons for Tier II Intervention and ELLs are conveniently located behind tabs in the TE. The Tier II Write-In Reader scaffolds close reading and helps below-level students access on-level complex text and topics.</p>						
	Journeys Common Core Reading Adventures SE and Magazine Set					9780547636429	
	Journeys Common Core SE					9780547251578	
	Journeys Common Core Reading Adventures SE Magazine					9780547595733	
	Journeys Common Core Teacher Edition Set Grade 5					9780547608969	
	Journeys Common Core TE Unit 1					9780547608587	
	Journeys Common Core TE Unit 2					9780547610054	
	Journeys Common Core TE Unit 3					9780547610061	
	Journeys Common Core TE Unit 4					9780547610078	
	Journeys Common Core TE Unit 5					9780547610085	
	Journeys Common Core TE Unit 6					9780547611242	
	Journeys Common Core Leveled Reader Collection with Teacher's Guide					9780547328331	
	Online Common Core Student Resources 6-Year					9780547632070	
	Frindle Novel Trade Book 1					9780547073958	
	Skunk Scout Novel Trade Book 2					9780547073972	
	Mysteries of the Mummy Kids Novel Trade Book 3					9780547073996	
	Benchmark and Unit Tests Consumable					9780547368894	
	Comprehensive Screening Assessment					9780547153216	
	Diagnostic Assessment GRs 1-6					9780736278195	
Leveled Readers Below Level Strand					9780736278218		
Leveled Readers On Level Strand					9780547312989		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Journeys Common Core Grade 5 ©2012 (Continued)		2012	5		
	Leveled Readers Above Level Strand				9780736278232	
	Vocabulary Reader				9780547313030	
	Online Destination Reading Activities 1-Year Site License GRs K-6				9780547360614	
	Common Core Online Teacher Resources 6-Year				9780736277549	
	Comprehensive Language and Literacy Guide				9780736278157	
	Practice Book TE				9780736278317	
	Vocabulary In Context Cards				9780547246789	
	Projectable Blackline Masters				9780547373607	
	Online Leveled Readers 6-Year				9780547356990	
	Grab and Go Complete Set				9780547370811	
	Benchmark and Unit Tests TE				9780547318776	
	Progress Monitoring Assessment				9780547254425	
	Write-Smart CD-ROM				9780547361581	
	Grammar Songs Audio CD GRs 4-6				9780547336886	
	Write-In Reader Audio Book CD				9780547361659	
	Student Book Audiotext CD				9780547362021	
	ExamView CD-ROM				9780547361536	
	Teacher One Stop Planner CD-ROM				9780547468426	
	Guided Word Study				9780547691060	
	Consumable Writing Workbook TE				9780547720227	
	Focus Wall Chart				9780547374413	
	Ready-Made Work Stations				9780547246710	
Leveled Readers ELL Level Strand				9780547312972		
Language Support Cards				9780547690940		
Practice Book Consumable				9780547246352		
Write-In Reader				9780547254227		
Reading Adventure TE Lesson Booklet Set				9780547711454		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
<p>McGraw-Hill Education, by its School Education Group</p>	<p>IMAGINE IT - PHONEMIC AWARENESS AND PHONICS KIT GRADE K</p>	<p>BEREITER, ET AL</p>	<p>2008</p>	<p>K (K-5)</p>	<p>978-0-07-612141-0</p>	<p>Recommended 82% CCSS 84% Materials Analysis</p>
	<p>Notes: Recommended as a core ELA program when purchased as a kit. Key Features: SRA Imagine It! Big Books Grade K (14 volumes), Big Books encourage young students to interact with fine literature, explore concepts of print and book awareness, expand vocabulary knowledge, and develop listening comprehension. Each Big Book contains literature and nonfiction, as well as poetry, which is organized into themes. Each of the 10 units opens with a Big Idea – a question to help the students connect to the theme and continue to think about throughout the unit. The class browses the selection and set a purpose for reading. Before every selection there is a Vocabulary Warm-Up to introduce new vocabulary and teach and practice a vocabulary strategy. The selection begins with a discussion about the genre and a comprehension skill that will be useful in understanding the story, as well as Focus Questions. The second read of the selection focuses on Comprehension strategies as well as reading with Reading with a Writer’s Eye. Each selection offers the opportunity for the student to make specific connections with the theme and to write about it. Additionally a book for Science and a book for Social Studies are included, each containing multiple selections that provide additional support for science and social studies content at the kindergarten level. SRA Imagine It! Phonemic Awareness and Phonics Kit; Phonemic awareness and phonics instruction and review play a crucial role in SRA Imagine It!, especially in the primary grades. Components include alphabet and sound/spelling cards, game mats, write-on/wipe-off boards with magnetic uppercase and lowercase letters, and other items to support instruction, including Willy the Wisher in grade K which helps kindergarteners develop listening, comprehension and thinking skills, and provide a natural opportunity for building oral language. Each engaging Alphabet Sound Card story in grade K helps students remember the sound/spelling correspondences presented. In kindergarten, instruction follows a research-based developmental progression, beginning with phonological awareness activities that include working with words and word parts, rhyming activities, clapping syllables, and blending syllables. Instruction then progresses to working with individual sounds with an emphasis on oral blending and oral segmentation with Elkonin-type activities. The instructional sequence in phonological and phonemic awareness is supported by the research in The Report of the National Reading Panel (2000) and Torgesen, J.K. (2002). SRA Imagine It! Language Arts Big Book; This is designed to present essential language arts and writing skills in an engaging and developmentally appropriate manner to young students. SRA Imagine It! has explicit instruction in spelling, writing strategies and grammar, usage and mechanics based upon the research of Steve Graham and Karen Harris both authors on SRA Imagine It! and internationally recognized for their research on writing. Writing process strategies such as planning, drafting, revising, and editing are taught through a Teach, Guided Practice, Apply, and Assess model. The Big Book along with transparencies with models of writing are used to teach specific aspects of the writing process, forms and structures. Key writing strategies and forms of writing are introduced in kindergarten and developed across the grades. In addition, Grammar, Usage and Mechanics are explicitly taught through a Teach, Guided Practice, and Apply, model comparable to the one used for writing. Application of these skills is directly connected to student writing.</p>					
<p>Imagine It Language Arts Big Book Grade K</p>					<p>978-0-07-610988-3</p>	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	IMAGINE IT- PHONEMIC AWARENESS AND PHONICS KIT GRADE K (Continued)		2008	K		
	Imagine It Skills Practice Workbook 1 Grade K				978-0-07-610472-7	
	Imagine It - Skills Practice Workbook 2 Grade K				978-0-07-610473-4	
	Imagine It Pre-Decode & Decode Takehome Set Grade K				978-0-07-610580-9	
	Imagine It Big Book Set Grade K				978-0-07-610937-1	
	Imagine It National Te Units 1-10 Set Grade K				978-0-07-610943-2	
	Imagine It Skills Practice Blm 1 Grade K				978-0-07-610500-7	
	Imagine It Skills Practice Blm 2 Grade K				978-0-07-610501-4	
	Imagine It Skills Practice Ate 1 Grade K				978-0-07-610486-4	
	Imagine It Skills Practice Ate 2 Grade K				978-0-07-610487-1	
	Imagine It - Home Connection Book Grade K				978-0-07-610981-4	
	Imagine It - National Benchmark Assessment Blm Grade K				978-0-07-617642-7	
	Imagine It Lesson Assessment Blm Grade K				978-0-07-613070-2	
	Imagine It Lesson Assessment Ate Grade K				978-0-07-613069-6	
	Imagine It Assessment Blm Cd-Rom Grade K				978-0-07-613824-1	
	Imagine It - Transparencies Grade K				978-0-07-610967-8	
	Imagine It - Intervention Guide Grade K				978-0-07-610408-6	
	Imagine It Intervention Blm Grade K				978-0-07-610414-7	
	Imagine It Intervention Ate Grade K				978-0-07-610412-3	
	Imagine It Challenge Activities Grade K				978-0-07-610359-1	
	Imagine It Reteach Blm Grade K				978-0-07-610394-2	
	Imagine It Reteach Ate Grade K				978-0-07-610387-4	
	Imagine It English Learner Support Guide Grade K				978-0-07-610436-9	
	Imagine It English Learner Support Activities Blm Grade K				978-0-07-610457-4	
	Imagine It English Learner Support Activities Ate Grade K				978-0-07-610450-5	
	Imagine It Support Activities Ate Grade K				978-0-07-610515-1	
	Imagine It Esuite For Teachers Cd-Rom Grade K				978-0-07-617887-2	
	Imagine It - Esuite 1 Year Class License				978-0-07-657595-4	
	Imagine It - Words Worth Teaching Package				978-0-07-655473-7	
	Imagine It - Professional Development Guide Administrator's Guide				978-0-07-606214-0	
	Imagine It - Professional Development Guide Workshop				978-0-07-606216-4	
	Imagine It - Professional Development Guide Vocabulary				978-0-07-606215-7	
	Imagine It - Professional Development Guide Writing				978-0-07-606212-6	
Imagine It - Professional Development Guide Inquiry		978-0-07-606211-9				
Imagine It - Professional Development Guide Comprehension		978-0-07-606209-6				
Imagine It - Professional Development Guide Assessment		978-0-07-606213-3				
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its	IMAGINE IT- PHONEMIC AWARENESS AND PHONICS KIT GRADE K (Continued)		2008	K		
	Imagine It - Professional Development Guide Phonics				978-0-07-606210-2	

School Education Group	Imagine It - Curriculum Connections Package Grade K				978-0-07-617663-2	
	Imagine It Support Activities Workbook Grade K				978-0-07-610514-4	
	Imagine It Support Activities Package Grade K				978-0-07-610528-1	
	Imagine It - Reading Intervention Kit Grade 1-3				978-0-07-621638-3	
	Imagine It - Oral Language Development Kit				978-0-07-655143-9	
	Imagine It English Learner Photo Library Grade K				978-0-07-622020-5	
	Imagine It English Learner Glossary Grade K-6				978-0-07-622226-1	
	Imagine It Eld Newcomer BIm And Cd-Rom Grade K-6				978-0-07-622227-8	
	Imagine It English Learner Support Activities Workbook Grade K				978-0-07-610443-7	
	Imagine It Reteach Workbook Grade K				978-0-07-610380-5	
	Imagine It Intervention Workbook Grade K				978-0-07-610410-9	
	Imagine It - Workshop Kit Grade K				978-0-07-616416-5	
	Imagine It Preparing To Read Lesson Cards Grade K				978-0-07-610974-6	
	Imagine It - Individual Alphabet Sound Cards Grade K				978-0-07-606187-7	
	Imagine It - Alphabet Sound Cards Grade K				978-0-07-606184-6	
	Imagine It - Alphabet Card Deskstrip Grade K				978-0-07-606190-7	
	Imagine It - Intensive Vocabulary Support Package Grade K				978-0-07-621634-5	
	Imagine It - Pre-Decode & Decode Takehome BIm Grade K				978-0-07-610579-3	
	Imagine It - Pre-Decode & Decode Takehome Grade K				978-0-07-610578-6	
	Imagine It Pre-Decode & Decode Individual Set Grade K				978-0-07-610577-9	
	Imagine It Pre-Decode & Decodable Class Set Grade K				978-0-07-610576-2	
	Imagine It - Listening Library Set Grade K				978-0-07-617629-8	
	Imagine It Story Time Collection Grade K				978-0-07-610965-4	
	Imagine It Read Aloud Collection Grade K				978-0-07-610958-6	
	Imagine It Little Book Package				978-0-07-610940-1	
	Imagine It Lesson Assessment Workbook Grade K				978-0-07-613068-9	
	Imagine It Eteacher Edition Cd-Rom Grade K				978-0-07-617880-3	
	Imagine It Epresentation Cd-Rom Grade K				978-0-07-617866-7	
	Imagine It Eplanner Cd-Rom Grade K				978-0-07-617873-5	
	Imagine It Ealphabet Book Cd-Rom Grade K				978-0-07-617929-9	
	Imagine It Ealphabet Sound Cards Cd-Rom Gr K				978-0-07-617930-5	
	Imagine It Epre-Decodables And Decodables Cd-Rom Grade K				978-0-07-617908-4	
	Imagine It Ebackground Builders Cd-Rom Grade Prek-6				978-0-07-617894-0	
Imagine It Eskills And Egames Cd-Rom Grade K				978-0-07-617901-5		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its	IMAGINE IT- GRADE 3	BEREITER, ET AL	2008	3 (K-5)		Recommended 82% CCSS

School Education Group	Notes: Recommended as a core ELA program.	61% Material Analysis	
	Key Features: SRA Imagine It! Student Reader Grade 3 (2 volumes, each containing 3 units); (in print and as eStudent Readers with audio and vocabulary support) The literature pieces and informational text form the core instruction in SRA Imagine It! Abundant care is taken to present students with fine, thought-provoking models that they can use as springboards for their thinking, researching, and knowledge building. This allows students to access complex text and other concepts needed to meet the Common Core State Standards. Each Student Reader contains literature and nonfiction, as well as poetry, which is organized into themes. Each of the 6 units opens with a Big Idea – a question to help the students connect to the theme and continue to think about throughout the unit. Before every selection there is a Vocabulary Warm-Up to introduce new vocabulary and teach and practice a vocabulary strategy. The selection begins with a discussion about the genre and a comprehension skill that will be useful in understanding the story, as well as Focus Questions. The second read of the selection focuses on Comprehension strategies as well as reading with Reading with a Writer’s Eye. Each selection offers the opportunity for the student to make specific connections with the theme and to write about it. Each unit ends with Test Prep and high stakes Test Taking Strategies.		
	Imagine It - National Student Reader Book 1 Grade 3		978-0-07-609645-9
	Imagine It - National Student Reader Book 2 Grade 3		978-0-07-609646-6
	Imagine It - Phonics Kit Grade 3		978-0-07-612144-1
	Imagine It Read Language Arts Handbook Grade 3		978-0-07-610991-3
	Imagine It Skills Practice Workbook 1 Grade 3		978-0-07-610478-9
	Imagine It Skills Practice Workbook 2 Grade 3		978-0-07-610479-6
	Imagine It Decodable Takehome Set Grade 3		978-0-07-610875-6
	Imagine It National Te Units 1-6 Set Grade 3		978-0-07-610946-3
	Imagine It Skills Practice Blm 1 Grade 3		978-0-07-610506-9
	Imagine It Skills Practice Blm 2 Grade 3		978-0-07-610507-6
	Imagine It Skills Practice Ate 1 Grade 3		978-0-07-610492-5
	Imagine It Skills Practice Ate 2 Grade 3		978-0-07-610493-2
	Imagine It - Home Connection Book Grade 3		978-0-07-610984-5
	Imagine It - National Benchmark Assessment Blm Grade 3		978-0-07-617645-8
	Imagine It Lesson Assessment Blm Set Grade 3		978-0-07-613097-9
	Imagine It Lesson Assessment Ate Set Grade 3		978-0-07-613096-2
	Imagine It Assessment Blm Cd-Rom Grade 3		978-0-07-613827-2
	Imagine It - Transparencies Grade 3		978-0-07-610970-8
	Imagine It Intervention Guide Grade 3		978-0-07-610417-8
	Imagine It Intervention Blm Grade 3		978-0-07-610432-1
Imagine It Intervention Ate Grade 3	978-0-07-610427-7		
Imagine It Challenge Activities Grade 3	978-0-07-610362-1		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	IMAGINE IT- GRADE 3 (Continued)		2008	3		
	Imagine It Reteach Blm Grade 3				978-0-07-610397-3	
	Imagine It Reteach Ate Grade 3				978-0-07-610390-4	
	Imagine It English Learner Support Guide Grade 3				978-0-07-610439-0	
	Imagine It English Learner Support Activities Blm Grade 3				978-0-07-610460-4	
	Imagine It English Learner Support Activities Ate Grade 3				978-0-07-610453-6	
	Imagine It Support Activities Ate Grade 3				978-0-07-610521-2	
	Imagine It - Professional Development Guide Phonics				978-0-07-606210-2	
	Imagine It - Professional Development Guide Assessment				978-0-07-606213-3	
	Imagine It - Professional Development Guide Comprehension				978-0-07-606209-6	
	Imagine It - Professional Development Guide Inquiry				978-0-07-606211-9	
	Imagine It - Professional Development Guide Writing				978-0-07-606212-6	
	Imagine It - Professional Development Guide Vocabulary				978-0-07-606215-7	
	Imagine It - Professional Development Guide Workshop				978-0-07-606216-4	
	Imagine It - Professional Development Guide Administrator's Guide				978-0-07-606214-0	
	Imagine It - Words Worth Teaching Package				978-0-07-655473-7	
	Imagine It - Esuite 1 Year Class License				978-0-07-657595-4	
	Imagine It Esuite For Teachers Cd-Rom Grade 3				978-0-07-617890-2	
	Imagine It - Leveled Social Studies Readers Teacher Guide Grade 3				978-0-07-616425-7	
	Imagine It Leveled Social Studies Readers Individual Set Grade 3				978-0-07-612117-5	
	Imagine It Leveled Social Studies Readers Library Package Grade 3				978-0-07-612133-5	
	Imagine It Leveled Science Readers Teacher Guide Grade 3				978-0-07-614510-2	
	Imagine It Leveled Science Readers Individual Set Grade 3				978-0-07-611799-4	
	Imagine It Leveled Science Readers Library Package Grade 3				978-0-07-611805-2	
	Imagine It - Curriculum Connections Package Grade 3				978-0-07-617666-3	
	Imagine It Support Activities Workbook Grade 3				978-0-07-610520-5	
	Imagine It Support Activities Package Grade 3				978-0-07-610531-1	
	Imagine It - Reading Intervention Kit Grade 1-3				978-0-07-621638-3	
	Imagine It - Oral Language Development Kit				978-0-07-655143-9	
	Imagine It - Photo Library Grade 3				978-0-07-622023-6	
	Imagine It English Learner Glossary Grade K-6				978-0-07-622226-1	
	Imagine It Eld Newcomer Blm And Cd-Rom Grade K-6				978-0-07-622227-8	
	Imagine It English Learner Support Activities Workbook Grade 3				978-0-07-610446-8	
	Imagine It Reteach Workbook Grade 3				978-0-07-610383-6	
Imagine It Intervention Workbook Grade 3				978-0-07-610422-2		
Imagine It - Workshop Kit Grade 3				978-0-07-616419-6		
Imagine It Preparing To Read Lesson Cards Grade 3				978-0-07-610977-7		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its	IMAGINE IT- GRADE 3 (Continued)		2008	3		
	Imagine It - Individual Sound Spelling Cards Grade 1-3				978-0-07-606188-4	
	Imagine It - Sound Spelling Cards Grade 1-3				978-0-07-606185-3	

School Education Group	Imagine It - Sound/Spelling Card Deskstrips Grade 3				978-0-07-606193-8	
	Imagine It - Intensive Vocabulary Support Package Grade 3				978-0-07-621637-6	
	Imagine It Decodable Takehome Blm Grade 3				978-0-07-610874-9	
	Imagine It Decodable Takehome Grade 3				978-0-07-610873-2	
	Imagine It Decodable Classroom Set Grade 3				978-0-07-610872-5	
	Imagine It Decodable Classroom Set Grade 3				978-0-07-610872-5	
	Imagine It Decodable Individual Set Grade 3				978-0-07-610871-8	
	Imagine It Leveled Readers Teacher Guide Grade 3				978-0-07-614516-4	
	Imagine It - Leveled Reader Individual Package Grade 3				978-0-07-617658-8	
	Imagine It Leveled Reader Library Package Grade 3				978-0-07-616352-6	
	Imagine It - Listening Library Set Grade 3				978-0-07-617632-8	
	Imagine It Read Aloud Collection Grade 3				978-0-07-610961-6	
	Imagine It Lesson Assessment Workbook Set Grade 3				978-0-07-613095-5	
	Imagine It Eteacher Edition Cd-Rom Grade 3				978-0-07-617883-4	
	Imagine It Epresentation Cd-Rom Grade 3				978-0-07-617869-8	
	Imagine It Eplanner Cd-Rom Grade 3				978-0-07-617876-6	
	Imagine It Eassess Cd-Rom Grade 3				978-0-07-617862-9	
	Imagine It Edecodable Stories Cd-Rom Grade 3				978-0-07-617911-4	
	Imagine It Esound/Spelling Cards Cd-Rom Gr 1-3				978-0-07-617931-2	
	Imagine It Ebackground Builders Cd-Rom Grade Prek-6				978-0-07-617894-0	
Imagine It Eskills And Egames Cd-Rom Grade 3				978-0-07-617904-6		
Imagine It Estudent Reader Cd-Rom Grade 3				978-0-07-617897-1		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 KINDERGARTEN SYSTEM WITH 1 SET OF ACTIVITY BOOKS	SHANAHAN, ET AL	2011	K (K-5)	978-0-02-117187-3	Recommended 86% CCSS 89% Material Analysis
	<p>Notes: Recommended as a core ELA program. The Reading Adventures Student Edition magazine must be purchased as 1 per student to meet Common Core standard correlation.</p> <p>Key Features: The Treasures Kindergarten System contains all core instructional materials needed to provide effective Kindergarten instruction, including resources for phonemic awareness, phonics, fluency, vocabulary and comprehension.</p>					
	Treasures - CCSS Lesson Planner Grade K				978-0-02-116234-5	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 KINDERGARTEN SYSTEM WITH 1 SET OF ACTIVITY BOOKS (Continued)		2011	K		
	Reading 2007 Gr K-2 Large Letter Cards				978-0-02-193991-6	
	Reading 2010 Gr K High-Frequency Cards				978-0-02-202117-7	
	Reading 2011 Gr K Teacherworks Plus				978-0-02-207976-5	
	Reading 2011 Gr K Online Teacher Edition 6 Year Subscription				978-0-02-208001-3	
	Reading 2011 Gr K National Teacher's Edition Package				978-0-02-208030-3	
	Reading 2011 Gr K National Teacher's Edition Book 1				978-0-02-201738-5	
	Treasures Teacher Edition Unit 2 Grade K				978-0-02-201739-2	

	Treasures Teacher Edition Unit 3 Grade K				978-0-02-201741-5	
	Treasures Teacher Edition Unit 4 Grade K				978-0-02-201742-2	
	Treasures Teacher Edition Unit 5 Grade K				978-0-02-201743-9	
	Treasures Teacher Edition Unit 6 Grade K				978-0-02-201744-6	
	Treasures Teacher Edition Unit 7 Grade K				978-0-02-201745-3	
	Treasures Teacher Edition Unit 8 Grade K				978-0-02-201746-0	
	Treasures Teacher Edition Unit 9 Grade K				978-0-02-201747-7	
	Treasures Teacher Edition Unit 10 Grade K				978-0-02-201748-4	
	Reading 2011 Gr K Student Activity Book Package (1 Ea Of 11 Titles)				978-0-02-207590-3	
	Reading 2011 Gr K Activity Book 1				978-0-02-206187-6	
	Reading 2011 Gr K Activity Book 2				978-0-02-206188-3	
	Reading 2011 Gr K Activity Book 3				978-0-02-206189-0	
	Reading 2011 Gr K Activity Book 4				978-0-02-206191-3	
	Reading 2011 Gr K Activity Book 5				978-0-02-206192-0	
	Reading 2011 Gr K Activity Book 6				978-0-02-206193-7	
	Reading 2011 Gr K Activity Book 7				978-0-02-207447-0	
	Reading 2011 Gr K Activity Book 8				978-0-02-206194-4	
	Reading 2011 Gr K Activity Book 9				978-0-02-206195-1	
	Reading 2011 Gr K Activity Book 10				978-0-02-206196-8	
	Reading 2011 Gr K Activity Book Start Smart				978-0-02-206197-5	
	Reading 2011 Gr K Big Book Of Exploration Package				978-0-02-207570-5	
	Reading 2007 Gr K Literature Big Books (22)				978-0-02-193762-2	
	Reading 2011 Gr K Read-Aloud Trade Book Package (1 Each Of 11 Titles)				978-0-02-207630-6	
	Reading 2011 Gr K Teaching Chart				978-0-02-206325-2	
	Treasures - Balanced Literacy Teacher Guide Grade K				978-0-02-114470-9	
	Treasures Assessment Handbook Grade K-6				978-0-02-207658-0	
	Reading 2010 Gr K Handwriting Workbook Blackline Master (Manuscript)				978-0-02-205385-7	
	Language Arts 2001 Grade K Handwriting Workbook Blackline Master (Slant)				978-0-02-205450-2	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 KINDERGARTEN SYSTEM WITH 1 SET OF ACTIVITY BOOKS (Continued)		2011	K		
		Reading 2010 Gr K Word Building Cards Small				978-0-02-202131-3
		Reading 2011 Gr K Decodable Reader Package (1 Each Of 45 Titles)				978-0-02-207566-8
		Reading 2011 Gr K Decodable Reader Package (6 Each Of 45 Titles)				978-0-02-207567-5
		Reading 2011 Gr K Leveled Reader Collection Approaching (1 Of 30)				978-0-02-207699-3
		Reading 2011 Gr K Leveled Reader Collection On-Level (1 Of 30)				978-0-02-207701-3
		Reading 2011 Gr K Leveled Reader Collection Beyond (1 Of 30)				978-0-02-207702-0
		Reading 2011 Gr K Leveled Reader Collection EI (1 Of 30)				978-0-02-207703-7
		Reading 2011 Gr K Leveled Reader Collection Approaching (6 Of 30)				978-0-02-207704-4
		Reading 2011 Gr K Leveled Reader Collection Beyond (6 Of 30)				978-0-02-207706-8
		Reading 2011 Gr K Leveled Reader Collection EI (6 Of 30)				978-0-02-207707-5
		Reading 2011 Gr K Leveled Reader Collection On-Level (6 Of 30)				978-0-02-207705-1
		Reading Triumphs - 2011 Core Program Grade K				978-0-02-113731-2
		Reading Triumphs - Intervention Reader Library Grade K				978-0-02-103762-9
		Treasures Intervention Phonemic Awareness Teacher Edition Grade K-2				978-0-02-207441-8
		Treasures Intervention Phonics Word Study Teacher's Edition Grade K-2				978-0-02-207444-9

Treasures Intervention Vocabulary Teacher Edition Grade K-2	978-0-02-207417-3
Treasures Intervention Comprehension Teacher Edition Grade K-2	978-0-02-207445-6
Treasures Intervention Fluency Teacher Edition Grade K-2	978-0-02-207439-5
Gr K-6 Benchmark Running Record	978-0-02-193958-9
Reading 2009 Gr K-6 National Small Group Management Chart	978-0-02-200828-4
Reading 2008 Gr K-6 National Small Group Management Guide	978-0-02-200829-1
Treasures ELL Practice Book Grade K	978-0-02-207787-7
Treasures - Online Student Access 6 Years Without Print Grade K	978-0-02-115644-3
Treasures New Adventures With Buggles & Breezy Stand Alone Cdrom Grade K-1	978-0-02-194399-9
Reading 2010 Gr K-6 Handwritng Disc Package	978-0-02-205447-2
Reading 2011 Gr K-6 Sound Pronunciation Audio Cd	978-0-02-204182-3
Treasures Classroom Presentation Toolkit Grade K	978-0-02-207969-7
Reading 2011 Gr K Listening Library: Approaching	978-0-02-208095-2
Reading 2011 Gr K Listening Library: Leveled Readers	978-0-02-208096-9
Reading 2011 Gr K Listening Library: Beyond	978-0-02-208097-6
Reading 2011 Gr K Listening Library: English Learner	978-0-02-208098-3

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 1	SHANAHAN, ET AL	2011	1 (K-5)		Highly Recommended 96% CCSS 100% Material Analysis	
	<p>Notes: Highly recommended as a core ELA program. Key Features: The <i>Treasures</i> Grade 1 Student Books are the centerpiece of student materials, providing a rich variety of engaging literature in all genres along with the supports needed for building comprehension. Weekly, students encounter introductory-, main-, and paired selections—all included in the anthology and all revolving around an essential question, an “enduring understanding” theme, AND a vital comprehension skill. Writing instruction with a solid research base is included each week. A self-selected research project related to the unit’s theme spans each six-week period. Weekly connections to Science and Social Studies are embedded in both the reading selections and their extension activities. As a program fully aligned with the Common Core State Standards, questioning throughout encourages students to return to text and to learn to support answers with accurate, relevant textual evidence. The program provides instruction in the five essential elements of early literacy: phonemic awareness, phonics, reading fluency, vocabulary development, and reading comprehension strategies. The content of these student editions is available digitally as well as in print.</p>						
	Treasures Student Edition Unit 1 Grade 1						978-0-02-201725-5
	Reading 2011 Gr 1 National Pupil Edition, Book 2						978-0-02-201726-2
	Reading 2011 Gr 1 National Pupil Edition, Book 3						978-0-02-201727-9
	Reading 2011 Gr 1 National Pupil Edition, Book 4						978-0-02-201728-6
	Reading 2011 Gr 1 National Pupil Edition, Book 5						978-0-02-201729-3
	Reading 2011 Gr 1 National Pupil Edition, Book 6						978-0-02-206154-8
	Reading 2011 Gr 1 National Teacher’s Edition Package						978-0-02-208031-0
	Treasures - Ccss Lesson Planner Grade 1						978-0-02-116235-2
	Reading 2011 Gr 1 Literature Big Book Package						978-0-02-208021-1
	Reading 2011 Gr 1 Interactive Read-Aloud Anthology						978-0-02-206513-3
	Reading 2011 Gr 1 Workstation Flipcharts Package (Set Of 4)						978-0-02-207551-4
	Reading 2011 Gr 1 Student Weekly Assessment						978-0-02-206318-4
	Treasures Time For Kids National Edition Grade 1						978-0-02-207793-8
	Reading 2011 Gr 1 Teacherworks Plus						978-0-02-207977-2
	Reading 2011 Gr 1 Classroom Presentation Toolkit						978-0-02-207970-3
	Reading 2011 Gr 1 Online Teacher Edition 6 Year Subscription						978-0-02-208002-0
	Reading 2011 Gr 1 Examview Test Generator						978-0-02-208013-6
	Reading 2011 Gr 1 Studentworks Plus						978-0-02-207983-3
	Reading 2011 Gr 1 Studentworks Plus Online 6 Year Subscription						978-0-02-207963-5
	Reading 2011 Gr 1 National Teacher’s Edition Book 1						978-0-02-201701-9
	Reading 2011 Gr 1 National Teacher’s Edition Book 2						978-0-02-201702-6
Reading 2011 Gr 1 National Teacher’s Edition Book 3					978-0-02-201703-3		
Reading 2011 Gr 1 National Teacher’s Edition Book 4					978-0-02-201704-0		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
McGraw-Hill Education, by its	TREASURES - 2011 Grade 1 (Continued)		2011	1			
	Reading 2011 Gr 1 National Teacher’s Edition Book 5				978-0-02-201705-7		
	Reading 2011 Gr 1 National Teacher’s Edition Book 6				978-0-02-201706-4		

School Education Group	Reading 2011 Gr 1 Teaching Chart				978-0-02-206250-7			
	Treasures - Balanced Literacy Teacher Guide Grade 1				978-0-02-114471-6			
	Treasures - Reading Genres A Study Guide Grade 1				978-0-02-114510-2			
	Reading 2010 Gr K-8 Assessment Handbook Diagnostic				978-0-02-201802-3			
	Reading 2011 Gr 1 Unit Assessment				978-0-02-206312-2			
	Treasures Assessment Handbook Grade K-6				978-0-02-207658-0			
	Reading 2007 Gr 1 Grammar Handbook Student Edition				978-0-02-196939-5			
	Rdg2001 Grade K Book 3 Animal Alphabet, Abc Big Book				978-0-02-185408-0			
	Reading 2007 Gr 1 Lit Big Bk 1 That Big Cat!				978-0-02-192433-2			
	Reading 2007 Gr 1 Literature Big Book 2 From Head To Toe				978-0-02-192434-9			
	Reading 2007 Gr 1 Lit Big Bk 3 Growing Up				978-0-02-192435-6			
	Reading 2007 Gr 1 Lit Big Bk 4 Along Came Toto				978-0-02-192436-3			
	Reading 2007 Gr 1 Lit Big Bk 5 Teamwork				978-0-02-192437-0			
	Reading 2007 Gr 1 Lit Big Bk 6 Hello, Hello				978-0-02-192438-7			
	Reading 2007 Gr 1 Lit Big Bk 7 Mama's Coming Home				978-0-02-192439-4			
	Social Studies 2003 Gr K Me On The Map Literature Big Book				978-0-02-149299-2			
	Reading 2010 Gr 1 Literature Big Book The Three Little Pigs				978-0-02-203523-5			
	Reading 2007 Gr 1 Lit Big Bk 9 Rap A Tap Tap				978-0-02-192442-4			
	Reading 2007 Gr 1 Lit Big Bk 10 Take A Mouse To School				978-0-02-192443-1			
	Reading 2007 Gr 1 Lit Big Bk 14 The Stray Dog				978-0-02-192447-9			
	Reading 2010 Gr 1 Literature Big Book Elephants Can Paint Too!				978-0-02-203521-1			
	Reading 2007 Gr 1 Lit Big Bk 11 A Friend For Little Bear				978-0-02-192444-8			
	Reading 2007 Gr 1 Lit Big Bk 12 To Be A Kid				978-0-02-192445-5			
	Reading 2010 Gr 1 Handwriting Workbook Blackline Master (Manuscript)				978-0-02-205386-4			
	Language Arts 2001 Gr 1 Handwriting Workbook Blackline Master (Slant)				978-0-02-205449-6			
	Gr K-6 Benchmark Running Record				978-0-02-193958-9			
	Treasures Instructional Routine Handbook Grade K-6				978-0-02-207435-7			
	Reading 2011 Gr 1 Visual Vocabulary Resources				978-0-02-206507-2			
	Reading 2010 Gr 1-2 Sound Spelling Workboard				978-0-02-202043-9			
	Treasures Sound Spelling Cards Large Grade K-6				978-0-02-202041-5			
	Reading 2010 Gr K-6 Sound Spelling Cards: Small				978-0-02-202042-2			
	Reading 2010 Gr 1 Word Building Cards Large				978-0-02-202118-4			
	Reading 2010 Gr 1 Word Building Cards Small				978-0-02-202125-2			
	Reading 2011 Gr 1 Retelling Cards				978-0-02-206474-7			
	Publisher	Title of Material	Author	Copyright	Grade Level		ISBN	R=Resource Correlation*
	McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 1 (Continued)		2011	1			
		Reading 2010 Gr 1 Oral Vocabulary Cards					978-0-02-202028-6	
		Reading 2010 Gr 1 High-Frequency Cards					978-0-02-202114-6	
		Reading 2011 Gr 1 Vocabulary Cards					978-0-02-206534-8	
		Reading 2010 Gr K-2 Photo Cards					978-0-02-202038-5	
Reading 2011 Gr 1 Workstation Flip Chart: Reading				978-0-02-206477-8				
Reading 2011 Gr 1 Workstation Flip Chart: Writing				978-0-02-206489-1				
Reading 2011 Gr 1 Workstation Flip Chart: Phonics/Word Study				978-0-02-206483-9				
Reading 2011 Gr 1 Workstation Flip Chart: Science / Social Studies				978-0-02-206495-2				
Reading 2011 Gr 1 Decodable Reader Package (1 Each Of 6 Titles)				978-0-02-207568-2				
Reading 2011 Gr 1 Decodable Reader Package (6 Each Of 6 Titles)				978-0-02-208011-2				

	Reading 2011 Gr 1 Leveled Reader Collection Approaching (1 Of 30)				978-0-02-207708-2	
	Reading 2011 Gr 1 Leveled Reader Collection On-Level (1 Of 30)				978-0-02-207709-9	
	Reading 2011 Gr 1 Leveled Reader Collection Beyond (1 Of 30)				978-0-02-207710-5	
	Reading 2011 Gr 1 Leveled Reader Collection EI (1 Of 30)				978-0-02-207711-2	
	Reading 2011 Gr 1 Leveled Reader Collection On-Level (6 Of 30)				978-0-02-207713-6	
	Reading 2011 Gr 1 Leveled Reader Collection Beyond (6 Of 30)				978-0-02-207714-3	
	Reading 2011 Gr 1 Leveled Reader Collection Approaching (6 Of 30)				978-0-02-207712-9	
	Reading 2011 Gr 1 Leveled Reader Collection EI (6 Of 30)				978-0-02-207715-0	
	Reading Triumphs - 2011 Core Program Grade 1				978-0-02-113732-9	
	Reading Triumphs Student Anthology Book 1 Grade 1				978-0-02-102930-3	
	Treasures Intervention Phonemic Awareness Teacher Edition Grade K-2				978-0-02-207441-8	
	Treasures Intervention Phonics Word Study Teacher's Edition Grade K-2				978-0-02-207444-9	
	Treasures Intervention Vocabulary Teacher Edition Grade K-2				978-0-02-207417-3	
	Treasures Intervention Comprehension Teacher Edition Grade K-2				978-0-02-207445-6	
	Treasures Intervention Fluency Teacher Edition Grade K-2				978-0-02-207439-5	
	Reading 2011 Gr 1 Benchmark Assessment				978-0-02-206299-6	
	Reading 2007 Gr 1-6 Fluency Benchmarks For Monitoring Prog				978-0-02-193944-2	
	Reading 2009 Gr K-6 National Small Group Management Chart				978-0-02-200828-4	
	Reading 2008 Gr K-6 National Small Group Management Guide				978-0-02-200829-1	
	Treasures ELL Resource Book Grade 1				978-0-02-207801-0	
	Treasures ELL Practice Book Grade 1				978-0-02-207788-4	
	Reading 2011 Gr 1 Fluency Solutions Audio Cd				978-0-02-207938-3	
	Treasures New Adventures With Buggles & Breezy Stand Alone Cdrom Grade K-1				978-0-02-194399-9	
	Rdg 07 Gr K-1 Buggles, Network Cdrom				978-0-02-194401-9	
	Reading 2011 Gr K - 6 Vocabulary Puzzlemaker				978-0-02-207921-5	
	Reading 2011 Gr K-6 Sound Pronunciation Audio Cd				978-0-02-204182-3	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 1 (Continued)		2011	1		
	Reading 2010 Gr K-6 Handwriting Disc Package				978-0-02-205447-2	
	Treasures Listening Library Grade 1				978-0-02-207652-8	
	Reading 2011 Gr 1 Listening Library: Approaching Cd				978-0-02-208049-5	
	Reading 2011 Gr 1 Listening Library: On-Level Leveled Readers				978-0-02-207933-8	
	Reading 2011 Gr 1 Listening Library: Beyond Cd				978-0-02-208050-1	
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 2		SHANAHAN, ET AL	2011	2 (K-5)	Highly Recommended 93% CCSS 96% Materials Analysis
	<p>Notes: Highly recommended as a core ELA program. Key Features: The <i>Treasures</i> Grade 2 Student Books are the centerpiece of student materials, providing a rich variety of engaging literature in all genres along with the supports needed for building comprehension. Weekly, students encounter introductory-, main-, and paired selections—all included in the anthology and all revolving around an essential question, an “enduring understanding” theme, AND a vital comprehension skill. Writing instruction with a solid research base is included each week. A self-selected research project related to the unit’s theme spans each six-week period. Weekly connections to Science and Social Studies are embedded in both the reading selections and their extension activities. As a program fully aligned with the Common Core State Standards, questioning throughout requires that students return to text and support answers with accurate, relevant textual evidence. The content of these student editions is available digitally as well as in print.</p>					

	Reading 2011 Gr 2 National Pupil Edition, Book 1				978-0-02-201731-6	
	Reading 2011 Gr 2 National Pupil Edition, Book 2				978-0-02-201732-3	
	Reading 2011 Gr 2 National Teacher's Edition Package				978-0-02-208032-7	
	Treasures - Ccss Lesson Planner Grade 2				978-0-02-116236-9	
	Reading 2011 Gr 2 Interactive Read-Aloud Anthology				978-0-02-206514-0	
	Reading 2011 Gr 2 Workstation Flipcharts Package (Set Of 4)				978-0-02-207552-1	
	Reading 2011 Gr 2 Student Weekly Assessment				978-0-02-206319-1	
	Reading 2011 Gr 2 Tfk National Edition				978-0-02-207794-5	
	Reading 2011 Gr 2 Teacherworks Plus				978-0-02-207978-9	
	Reading 2011 Gr 2 Classroom Presentation Toolkit				978-0-02-207971-0	
	Reading 2011 Gr 2 Online Teacher Edition 6 Year Subscription				978-0-02-208003-7	
	Reading 2011 Gr 2 Examview Test Generator				978-0-02-207996-3	
	Reading 2011 Gr 2 Studentworks Plus				978-0-02-207984-0	
	Reading 2011 Gr 2 Studentworks Plus Online 6 Year Subscription				978-0-02-207964-2	
	Reading 2011 Gr 2 National Teacher's Edition Book 1				978-0-02-201707-1	
	Reading 2011 Gr 2 National Teacher's Edition Book 2				978-0-02-201708-8	
	Reading 2011 Gr 2 National Teacher's Edition Book 3				978-0-02-201709-5	
	Reading 2011 Gr 2 National Teacher's Edition Book 4				978-0-02-201711-8	
	Reading 2011 Gr 2 National Teacher's Edition Book 5				978-0-02-201712-5	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 2 (Continued)		2011	2		
	Reading 2011 Gr 2 National Teacher's Edition Book 6				978-0-02-201713-2	
	Treasures - Balanced Literacy Teacher Guide Grade 2				978-0-02-114472-3	
	Treasures - Reading Genres A Study Guide Grade 2				978-0-02-114511-9	
	Reading 2010 Gr K-8 Assessment Handbook Diagnostic				978-0-02-201802-3	
	Reading 2011 Gr 2 Unit Assessment				978-0-02-206313-9	
	Treasures Assessment Handbook Grade K-6				978-0-02-207658-0	
	Reading 2010 Grade 2 Handwriting Workbook Blackline Master				978-0-02-205383-3	
	Gr K-6 Benchmark Running Record				978-0-02-193958-9	
	Treasures Instructional Routine Handbook Grade K-6				978-0-02-207435-7	
	Reading 2011 Gr 2 Visual Vocabulary Resources				978-0-02-206508-9	
	Reading 2010 Gr 1-2 Sound Spelling Workboard				978-0-02-202043-9	
	Treasures Sound Spelling Cards Large Grade K-6				978-0-02-202041-5	
	Reading 2010 Gr K-6 Sound Spelling Cards: Small				978-0-02-202042-2	
	Reading 2010 Gr 2 Word Building Cards Large				978-0-02-202119-1	
	Reading 2010 Gr 2 Word Building Cards Small				978-0-02-202126-9	
	Reading 2011 Gr 2 Retelling Cards				978-0-02-206475-4	
	Reading 2010 Gr 2 Oral Vocabulary Cards				978-0-02-202029-3	
	Reading 2010 Gr 2 High-Frequency Cards				978-0-02-202115-3	
	Reading 2011 Gr 2 Vocabulary Cards				978-0-02-206535-5	
	Reading 2010 Gr K-2 Photo Cards				978-0-02-202038-5	
	Reading 2011 Gr 2 Workstation Flip Chart: Reading				978-0-02-206478-5	
	Reading 2011 Gr 2 Workstation Flip Chart: Writing				978-0-02-206490-7	
	Reading 2011 Gr 2 Workstation Flip Chart: Phonics/Word Study				978-0-02-206484-6	
	Reading 2011 Gr 2 Workstation Flip Chart: Science / Social Studies				978-0-02-206496-9	
	Reading 2011 Gr 2 Decodable Reader Package (1 Each Of 6 Titles)				978-0-02-207569-9	

	Reading 2011 Gr 2 Decodable Reader Package (6 Each Of 6 Titles)				978-0-02-208012-9	
	Reading 2011 Gr 2 Leveled Reader Collection Approaching (1 Of 30)				978-0-02-207716-7	
	Reading 2011 Gr 2 Leveled Reader Collection On-Level (1 Of 30)				978-0-02-207717-4	
	Reading 2011 Gr 2 Leveled Reader Collection Beyond (1 Of 30)				978-0-02-207718-1	
	Reading 2011 Gr 2 Leveled Reader Collection EI (1 Of 30)				978-0-02-207719-8	
	Reading 2011 Gr 2 Leveled Reader Collection EI (6 Of 30)				978-0-02-207723-5	
	Reading 2011 Gr 2 Leveled Reader Collection On-Level (6 Of 30)				978-0-02-207721-1	
	Reading 2011 Gr 2 Leveled Reader Collection Beyond (6 Of 30)				978-0-02-207722-8	
	Reading 2011 Gr 2 Leveled Reader Collection Approaching (6 Of 30)				978-0-02-207720-4	
	Reading Triumphs - 2011 Core Program Grade 2				978-0-02-113733-6	
	Reading Triumphs Student Anthology Grade 2				978-0-02-102932-7	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 2 (Continued)		2011	2		
	Treasures Intervention Phonics Word Study Teacher's Edition Grade K-2				978-0-02-207444-9	
	Treasures Intervention Vocabulary Teacher Edition Grade K-2				978-0-02-207417-3	
	Treasures Intervention Vocabulary Teacher Edition Grade K-2				978-0-02-207417-3	
	Treasures Intervention Comprehension Teacher Edition Grade K-2				978-0-02-207445-6	
	Treasures Intervention Fluency Teacher Edition Grade K-2				978-0-02-207439-5	
	Reading 2011 Gr 2 Benchmark Assessment				978-0-02-206301-6	
	Reading 2007 Gr 1-6 Fluency Benchmarks For Monitoring Prog				978-0-02-193944-2	
	Reading 2009 Gr K-6 National Small Group Management Chart				978-0-02-200828-4	
	Reading 2008 Gr K-6 National Small Group Management Guide				978-0-02-200829-1	
	Reading 2011 Gr 2 ELL Resource Book				978-0-02-207802-7	
	Reading 2011 Gr 2 ELL Practice Book				978-0-02-207789-1	
	Reading 2011 Gr 2 Fluency Solutions Audio Cd				978-0-02-208069-3	
	Rdg 07 Gr 2-3 Buggles, Stand Alone Cdrom				978-0-02-194402-6	
	Rdg 07 Gr 2-3 Buggles, Network Cdrom				978-0-02-194403-3	
	Reading 2011 Gr K - 6 Vocabulary Puzzlemaker				978-0-02-207921-5	
	Reading 2011 Gr K-6 Sound Pronunciation Audio Cd				978-0-02-204182-3	
	Reading 2010 Gr K-6 Handwriting Disc Package				978-0-02-205447-2	
	Treasures Listening Library Grade 2				978-0-02-207653-5	
	Reading 2011 Gr 2 Listening Library: Approaching Cd				978-0-02-208052-5	
Reading 2011 Gr 2 Listening Library: On-Level Leveled Readers				978-0-02-207934-5		
Reading 2011 Gr 2 Listening Library: Beyond Cd				978-0-02-208053-2		
Reading 2011 Gr 2 Listening Library:English Learner Cd				978-0-02-208054-9		
McGraw-Hill Education, by its	TREASURES - 2011 Grade 3	SHANAHAN, ET AL	2011	3 (K-5)		Highly Recommended 96% CCSS

School Education Group	Notes: Highly recommended as a core ELA program. Key Features: The <i>Treasures</i> Grade 3 Student Books are the centerpiece of student materials, providing a rich variety of engaging literature in all genres along with the supports needed for building comprehension. Weekly, students encounter introductory-, main-, and paired selections—all included in the anthology and all revolving around an essential question, an “enduring understanding” theme, AND a vital comprehension skill. Writing instruction with a solid research base is included each week. A self-selected research project related to the unit’s theme spans each six-week period. Weekly connections to Science and Social Studies are embedded in both the reading selections and their extension activities. As a program fully aligned with the Common Core State Standards, questioning throughout requires that students return to text and support answers with accurate, relevant textual evidence. The content of these student editions is available digitally as well as in print.					91% Material Analysis
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 3 (Continued)		2011	3		
	Treasures Interactive Read-Aloud Anthology Grade 3				978-0-02-206515-7	
	Reading 2011 Gr 3 Workstation Flipcharts Package (Set Of 4)				978-0-02-207553-8	
	Treasures Student Weekly Assessment Grade 3				978-0-02-206321-4	
	Treasures Time For Kids Grade 3				978-0-02-207795-2	
	Reading 2011 Gr 3 Teacherworks Plus				978-0-02-207979-6	
	Reading 2011 Gr 3 Classroom Presentation Toolkit				978-0-02-207972-7	
	Reading 2011 Gr 3 Online Teacher Edition 6 Year Subscription				978-0-02-208004-4	
	Treasures Examview Assessment Cd-Rom Grade 3				978-0-02-207997-0	
	Reading 2011 Gr 3 Studentworks Plus				978-0-02-207985-7	
	Reading 2011 Gr 3 Studentworks Plus Online 6 Year Subscription				978-0-02-207965-9	
	Reading 2011 Gr 3 National Teacher's Edition Book 1				978-0-02-201714-9	
	Reading 2011 Gr 3 National Teacher's Edition Book 2				978-0-02-201715-6	
	Reading 2011 Gr 3 National Teacher's Edition Book 3				978-0-02-201716-3	
	Reading 2011 Gr 3 National Teacher's Edition Book 5				978-0-02-201718-7	
	Reading 2011 Gr 3 National Teacher's Edition Book 6				978-0-02-201719-4	
	Treasures - Balanced Literacy Teacher Guide Grade 3				978-0-02-114473-0	
	Treasures - Reading Genres A Study Guide Grade 3				978-0-02-114512-6	
	Reading 2010 Gr K-8 Assessment Handbook Diagnostic				978-0-02-201802-3	
	Treasures Unit Assessment Grade 3				978-0-02-206314-6	
	Treasures Assessment Handbook Grade K-6				978-0-02-207658-0	
	Reading 2010 Grade 3 Handwriting Workbook Blackline Master				978-0-02-205384-0	
	Gr K-6 Benchmark Running Record				978-0-02-193958-9	
	Treasures Instructional Routine Handbook Grade K-6				978-0-02-207435-7	
	Treasures Visual Vocabulary Resources Grade 3				978-0-02-206509-6	
	Reading 2010 Gr 3-6 Sound Spelling Workboard				978-0-02-202044-6	
	Treasures Sound Spelling Cards Large Grade K-6				978-0-02-202041-5	
	Reading 2010 Gr K-6 Sound Spelling Cards: Small				978-0-02-202042-2	
	Reading 2010 Gr 3 Word Building Cards Large				978-0-02-202120-7	
	Reading 2010 Gr 3 Oral Vocabulary Cards				978-0-02-202030-9	
	Reading 2010 Gr 3-6 High-Frequency Cards				978-0-02-202116-0	
	Treasures Vocabulary Cards Grade 3				978-0-02-206536-2	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
	Reading 2011 Gr 3 Workstation Flip Chart: Reading				978-0-02-206479-2	
	Reading 2011 Gr 3 Workstation Flip Chart: Writing				978-0-02-206491-4	
	Reading 2011 Gr 3 Workstation Flip Chart: Phonics/Word Study				978-0-02-206485-3	
	Reading 2011 Gr 3 Workstation Flip Chart: Science / Social Studies				978-0-02-206497-6	
	Reading 2011 Gr 3 Leveled Reader Collection Approaching (1 Of 30)				978-0-02-207724-2	
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 3 (Continued)		2011	3		
	Reading 2011 Gr 3 Leveled Reader Collection On-Level (1 Of 30)				978-0-02-207725-9	
	Reading 2011 Gr 3 Leveled Reader Collection Beyond (1 Of 30)				978-0-02-207726-6	
	Reading 2011 Gr 3 Leveled Reader Collection EI (1 Of 30)				978-0-02-207727-3	
	Reading 2011 Gr 3 Leveled Reader Collection On-Level (6 Of 30)				978-0-02-207729-7	
	Reading 2011 Gr 3 Leveled Reader Collection EI (6 Of 30)				978-0-02-207731-0	
	Reading 2011 Gr 3 Leveled Reader Collection Beyond (6 Of 30)				978-0-02-207730-3	
	Reading 2011 Gr 3 Leveled Reader Collection Approaching (6 Of 30)				978-0-02-207728-0	
	Reading Triumphs - 2011 Core Program Grade 3				978-0-02-113734-3	
	Reading Triumphs Student Anthology Grade 3				978-0-02-102933-4	
	Treasures Intervention Phonics Word Study Teacher's Edition Grade 3-6				978-0-02-207443-2	
	Treasures Vocabulary Teacher Edition Grade 3-6				978-0-02-207418-0	
	Treasures Intervention Comprehension Teacher Edition Grade 3-6				978-0-02-207446-3	
	Treasures Fluency Teacher Edition Grade 3-6				978-0-02-207440-1	
	Treasures Writing And Grammar Teacher Edition Grade 3-6				978-0-02-207442-5	
	Treasures Benchmark Assessment Grade 3				978-0-02-206302-3	
	Reading 2007 Gr 1-6 Fluency Benchmarks For Monitoring Prog				978-0-02-193944-2	
	Reading 2009 Gr K-6 National Small Group Management Chart				978-0-02-200828-4	
	Reading 2008 Gr K-6 National Small Group Management Guide				978-0-02-200829-1	
	Treasures ELL Resource Book Grade 3				978-0-02-207803-4	
	Treasures ELL Practice Book Grade 3				978-0-02-207790-7	
	Reading 2011 Gr 3 Fluency Solutions Audio Cd				978-0-02-208070-9	
	Rdg 07 Gr 2-3 Buggles, Stand Alone Cdrom				978-0-02-194402-6	
	Rdg 07 Gr 2-3 Buggles, Network Cdrom				978-0-02-194403-3	
	Reading 2011 Gr K - 6 Vocabulary Puzzlemaker				978-0-02-207921-5	
	Reading 2011 Gr K-6 Sound Pronunciation Audio Cd				978-0-02-204182-3	
	Reading 2010 Gr K-6 Handwriting Disc Package				978-0-02-205447-2	
	Treasures - Core/Paired Selection Listening Library Grade 3				978-0-02-207654-2	
	Treasures Listening Library Approaching Grade 3				978-0-02-208055-6	
	Treasures Listening Library On Level Grade 3				978-0-02-207935-2	
	Treasures Listening Library Beyond Grade 3				978-0-02-208056-3	
	Treasures ELL Listening Library Grade 3				978-0-02-208057-0	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 4	SHANAHAN, ET AL	2011	4 (K-5)		Recommended 81% CCSS 84% Material Analysis	
	<p>Notes: Recommended as a core ELA program. Key Features: The <i>Treasures</i> Grade 4 Student Book is the centerpiece of student materials, providing a rich variety of engaging literature in all genres along with the supports needed for building comprehension. Weekly, students encounter introductory-, main-, and paired selections—all included in the anthology and all revolving around an essential question, an “enduring understanding” theme, AND a vital comprehension skill. Writing instruction with a solid research base is included each week. A self-selected research project related to the unit’s theme spans each six-week period. Weekly connections to Science and Social Studies are embedded in both the reading selections and their extension activities. As a program fully aligned with the Common Core State Standards, questioning throughout requires that students return to text and support answers with accurate, relevant textual evidence. The content of this student edition is available digitally as well as in print.</p>						
	Reading 2011 Gr 4 National Pupil Edition						978-0-02-201735-4
	Reading 2011 Gr 4 National Teacher’s Edition Package						978-0-02-208034-1
	Treasures - Ccss Lesson Planner Grade 4						978-0-02-116238-3
	Treasures Interactive Read-Aloud Anthology Grade 4						978-0-02-206516-4
	Reading 2011 Gr 4 Workstation Flipcharts Package (Set Of 4)						978-0-02-207554-5
	Treasures Student Weekly Assessment Grade 4						978-0-02-206322-1
	Treasures Time For Kids Student Reader Grade 4						978-0-02-207796-9
	Reading 2011 Gr 4 Teacherworks Plus						978-0-02-207980-2
	Reading 2011 Gr 4 Classroom Presentation Toolkit						978-0-02-207973-4
	Reading 2011 Gr 4 Online Teacher Edition 6 Year Subscription						978-0-02-208005-1
	Reading 2011 Gr 4 Examview Test Generator						978-0-02-207998-7
	Reading 2011 Gr 4 Studentworks Plus						978-0-02-207986-4
	Reading 2011 Gr 4 Studentworks Plus Online 6 Year Subscription						978-0-02-207966-6
	Reading 2011 Gr 4 National Teacher’s Edition Book 1						978-0-02-201675-3
	Reading 2011 Gr 4 National Teacher’s Edition Book 2						978-0-02-201676-0
	Reading 2011 Gr 4 National Teacher’s Edition Book 3						978-0-02-201677-7
	Reading 2011 Gr 4 National Teacher’s Edition Book 4						978-0-02-201678-4
	Reading 2011 Gr 4 National Teacher’s Edition Book 5						978-0-02-201679-1
	Reading 2011 Gr 4 National Teacher’s Edition Book 6						978-0-02-201680-7
	Treasures - Balanced Literacy Teacher Guide Grade 4						978-0-02-114474-7
	Treasures - Reading Genres A Study Guide Grade 4						978-0-02-114513-3
	Reading 2010 Gr K-8 Assessment Handbook Diagnostic						978-0-02-201802-3
	Treasures Unit Assessment Grade 4						978-0-02-206315-3
	Treasures Assessment Handbook Grade K-6						978-0-02-207658-0
	Reading 2009 Gr 4 Grammar & Writing Handbook						978-0-02-201077-5

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 4 (Continued)		2011	4		
	Reading 2010 Grade 3 Handwriting Workbook Blackline Master				978-0-02-205384-0	
	Gr K-6 Benchmark Running Record				978-0-02-193958-9	
	Treasures Instructional Routine Handbook Grade K-6				978-0-02-207435-7	
	Treasures Visual Vocabulary Resources Grade 4				978-0-02-206510-2	
	Reading 2010 Gr 3-6 Sound Spelling Workboard				978-0-02-202044-6	
	Treasures Sound Spelling Cards Large Grade K-6				978-0-02-202041-5	
	Reading 2010 Gr K-6 Sound Spelling Cards: Small				978-0-02-202042-2	
	Reading 2010 Gr 4 Word Building Cards Large				978-0-02-202121-4	
	Reading 2010 Gr 3-6 High-Frequency Cards				978-0-02-202116-0	
	Treasures Vocabulary Cards Grade 4				978-0-02-206537-9	
	Reading 2011 Gr 4 Workstation Flip Chart: Reading				978-0-02-206480-8	
	Reading 2011 Gr 4 Workstation Flip Chart: Writing				978-0-02-206492-1	
	Reading 2011 Gr 4 Workstation Flip Chart: Phonics/Word Study				978-0-02-206486-0	
	Reading 2011 Gr 4 Workstation Flip Chart: Science / Social Studies				978-0-02-206498-3	
	Reading 2011 Gr 4 Leveled Reader Collection Approaching (1 Of 30)				978-0-02-207732-7	
	Reading 2011 Gr 4 Leveled Reader Collection On-Level (1 Of 30)				978-0-02-207733-4	
	Reading 2011 Gr 4 Leveled Reader Collection Beyond (1 Of 30)				978-0-02-207734-1	
	Reading 2011 Gr 4 Leveled Reader Collection EI (1 Of 30)				978-0-02-207735-8	
	Reading 2011 Gr 4 Leveled Reader Collection Approaching (6 Of 30)				978-0-02-207736-5	
	Reading 2011 Gr 4 Leveled Reader Collection EI (6 Of 30)				978-0-02-207739-6	
	Reading 2011 Gr 4 Leveled Reader Collection Beyond (6 Of 30)				978-0-02-207738-9	
	Reading 2011 Gr 4 Leveled Reader Collection On-Level (6 Of 30)				978-0-02-207737-2	
	Reading Triumphs - 2011 Core Program Grade 4				978-0-02-113735-0	
	Reading Triumphs Student Anthology Grade 4				978-0-02-102934-1	
	Treasures Intervention Phonics Word Study Teacher's Edition Grade 3-6				978-0-02-207443-2	
	Treasures Vocabulary Teacher Edition Grade 3-6				978-0-02-207418-0	
	Treasures Intervention Comprehension Teacher Edition Grade 3-6				978-0-02-207446-3	
	Treasures Fluency Teacher Edition Grade 3-6				978-0-02-207440-1	
	Treasures Writing And Grammar Teacher Edition Grade 3-6				978-0-02-207442-5	
	Treasures Benchmark Assessment Grade 4				978-0-02-206303-0	
	Reading 2007 Gr 1-6 Fluency Benchmarks For Monitoring Prog				978-0-02-193944-2	
	Reading 2009 Gr K-6 National Small Group Management Chart				978-0-02-200828-4	
Reading 2008 Gr K-6 National Small Group Management Guide				978-0-02-200829-1		
Treasures Ell Resource Book Grade 4				978-0-02-207804-1		
Treasures Ell Practice Book Grade 4				978-0-02-207791-4		
Reading 2011 Gr 4 Fluency Solutions Audio Cd				978-0-02-208071-6		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its	TREASURES - 2011 Grade 4 (Continued)		2011	4		
	Reading 2011 Gr K - 6 Vocabulary Puzzlemaker				978-0-02-207921-5	
	Reading 2011 Gr K-6 Sound Pronunciation Audio Cd				978-0-02-204182-3	

School Education Group	Reading 2010 Gr K-6 Handwriting Disc Package				978-0-02-205447-2	
	Treasures Listening Library Grade 4				978-0-02-207655-9	
	Reading 2011 Gr 4 Listening Library: Approaching Cd				978-0-02-208058-7	
	Reading 2011 Gr 4 Listening Library: On-Level Leveled Readers				978-0-02-207936-9	
	Reading 2011 Gr 4 Listening Library: Beyond Cd				978-0-02-208059-4	
	Reading 2011 Gr 4 Listening Library: English Learner Cd				978-0-02-208060-0	
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 5	SHANAHAN, ET AL	2011	5 (K-5)		Recommended 80% CCSS 91% Materials Analysis
	Notes: Recommended as a core ELA program.					
	Key Features:					
	The <i>Treasures</i> Grade 5 Student Book is the centerpiece of student materials, providing a rich variety of engaging literature in all genres along with the supports needed for building comprehension. Weekly, students encounter introductory-, main-, and paired selections—all included in the anthology and all revolving around an essential question, an “enduring understanding” theme, AND a vital comprehension skill. Writing instruction with a solid research base is included each week. A self-selected research project related to the unit’s theme spans each six-week period. Weekly connections to Science and Social Studies are embedded in both the reading selections and their extension activities. As a program fully aligned with the Common Core State Standards, questioning throughout requires that students return to text and support answers with accurate, relevant textual evidence. The content of this student edition is available digitally as well as in print.					
	Treasures Student Edition Grade 5				978-0-02-201736-1	
	Reading 2011 Gr 5 National Teacher's Edition Package				978-0-02-208035-8	
	Treasures - Ccss Lesson Planner Grade 5				978-0-02-116239-0	
	Treasures Interactive Read-Aloud Anthology Grade 5				978-0-02-206517-1	
	Reading 2011 Gr 5 Workstation Flipcharts Package (Set Of 4)				978-0-02-207555-2	
	Treasures Student Weekly Assessment Grade 5				978-0-02-206323-8	
	Treasures Time For Kids Student Reader Grade 5-6				978-0-02-207797-6	
	Reading 2011 Gr 5 Teacherworks Plus				978-0-02-207981-9	
	Reading 2011 Gr 5 Classroom Presentation Toolkit				978-0-02-207974-1	
	Reading 2011 Gr 5 Online Teacher Edition 6 Year Subscription				978-0-02-208006-8	
	Reading 2011 Gr 5 Examview Test Generator				978-0-02-207999-4	
	Reading 2011 Gr 5 Studentworks Plus				978-0-02-207987-1	
	Reading 2011 Gr 5 Studentworks Plus Online 6 Year Subscription				978-0-02-207967-3	
Reading 2011 Gr 5 National Teacher's Edition Book 1				978-0-02-201681-4		
Reading 2011 Gr 5 National Teacher's Edition Book 2				978-0-02-201682-1		
Reading 2011 Gr 5 National Teacher's Edition Book 3				978-0-02-201683-8		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School Education Group	TREASURES - 2011 Grade 5 (Continued)		2011	5		
	Reading 2011 Gr 5 National Teacher's Edition Book 4				978-0-02-201684-5	
	Reading 2011 Gr 5 National Teacher's Edition Book 5				978-0-02-201685-2	
	Reading 2011 Gr 5 National Teacher's Edition Book 6				978-0-02-201686-9	
	Treasures - Balanced Literacy Teacher Guide Grade 5				978-0-02-114475-4	
	Treasures - Reading Genres A Study Guide Grade 5				978-0-02-114514-0	
	Reading 2010 Gr K-8 Assessment Handbook Diagnostic				978-0-02-201802-3	
	Treasures Unit Assessment Grade 5				978-0-02-206316-0	
	Treasures Assessment Handbook Grade K-6				978-0-02-207658-0	
	Reading 2009 Gr 5 Grammar & Writing Handbook				978-0-02-201078-2	
	Reading 2010 Grade 3 Handwriting Workbook Blackline Master				978-0-02-205384-0	
	Gr K-6 Benchmark Running Record				978-0-02-193958-9	
	Treasures Instructional Routine Handbook Grade K-6				978-0-02-207435-7	
	Treasures Visual Vocabulary Resources Grade 5				978-0-02-206511-9	
	Reading 2010 Gr 3-6 Sound Spelling Workboard				978-0-02-202044-6	
	Treasures Sound Spelling Cards Large Grade K-6				978-0-02-202041-5	
	Reading 2010 Gr K-6 Sound Spelling Cards: Small				978-0-02-202042-2	
	Reading 2010 Gr 5 Word Building Cards Large				978-0-02-202122-1	
	Reading 2010 Gr 3-6 High-Frequency Cards				978-0-02-202116-0	
	Treasures Vocabulary Cards Grade 5				978-0-02-206538-6	
	Reading 2011 Gr 5 Workstation Flip Chart: Reading				978-0-02-206481-5	
	Reading 2011 Gr 5 Workstation Flip Chart: Writing				978-0-02-206493-8	
	Reading 2011 Gr 5 Workstation Flip Chart: Phonics/Word Study				978-0-02-206487-7	
	Reading 2011 Gr 5 Workstation Flip Chart: Science / Social Studies				978-0-02-206499-0	
	Reading 2011 Gr 5 Leveled Reader Collection Approaching (1 Of 30)				978-0-02-207740-2	
	Reading 2011 Gr 5 Leveled Reader Collection On-Level (1 Of 30)				978-0-02-207741-9	
	Reading 2011 Gr 5 Leveled Reader Collection Beyond (1 Of 30)				978-0-02-207742-6	
	Reading 2011 Gr 5 Leveled Reader Collection EI (1 Of 30)				978-0-02-207743-3	
	Reading 2011 Gr 5 Leveled Reader Collection Approaching (6 Of 30)				978-0-02-207744-0	
	Reading 2011 Gr 5 Leveled Reader Collection EI (6 Of 30)				978-0-02-207747-1	
	Reading 2011 Gr 5 Leveled Reader Collection Beyond (6 Of 30)				978-0-02-207746-4	
	Reading 2011 Gr 5 Leveled Reader Collection On-Level (6 Of 30)				978-0-02-207745-7	
	Reading Triumphs - 2011 Core Program Grade 5				978-0-02-113736-7	
	Reading Triumphs Student Anthology Grade 5				978-0-02-102935-8	
Treasures Intervention Phonics Word Study Teacher's Edition Grade 3-6				978-0-02-207443-2		
Treasures Vocabulary Teacher Edition Grade 3-6				978-0-02-207418-0		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
McGraw-Hill Education, by its School	TREASURES - 2011 Grade 5 (Continued)		2011	5		
	Treasures Intervention Comprehension Teacher Edition Grade 3-6				978-0-02-207446-3	
	Treasures Fluency Teacher Edition Grade 3-6				978-0-02-207440-1	
	Treasures Writing And Grammar Teacher Edition Grade 3-6				978-0-02-207442-5	

Education Group	Treasures Benchmark Assessment Grade 5	978-0-02-206304-7	
	Reading 2007 Gr 1-6 Fluency Benchmarks For Monitoring Prog	978-0-02-193944-2	
	Reading 2009 Gr K-6 National Small Group Management Chart	978-0-02-200828-4	
	Reading 2008 Gr K-6 National Small Group Management Guide	978-0-02-200829-1	
	Treasures Ell Resource Book Grade 5	978-0-02-207805-8	
	Treasures Time For Kids Student Reader Grade 5-6	978-0-02-207797-6	
	Treasures Ell Practice Book Grade 5	978-0-02-207792-1	
	Reading 2011 Gr 5 Fluency Solutions Audio Cd	978-0-02-208072-3	
	Reading 2011 Gr K - 6 Vocabulary Puzzlemaker	978-0-02-207921-5	
	Reading 2011 Gr K-6 Sound Pronunciation Audio Cd	978-0-02-204182-3	
	Reading 2010 Gr K-6 Handwriting Disc Package	978-0-02-205447-2	
	Treasures Listening Library Grade 5	978-0-02-207656-6	
	Reading 2011 Gr 5 Listening Library: Approaching Cd	978-0-02-208061-7	
	Reading 2011 Gr 5 Listening Library: On-Level Leveled Readers	978-0-02-207937-6	
	Reading 2011 Gr 5 Listening Library: Beyond Cd	978-0-02-208062-4	
	Reading 2011 Gr 5 Listening Library: English Learner Cd	978-0-02-208063-1	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade K (+ indicates part of K package)	Peter Afflerbach, et al	2013	K (K-5)		Highly Recommended 99% CCSS 100% Material Analysis	
	<p>Notes: Highly recommended as a core ELA program. Key Features: Reading Street Common Core Key Features: • 36 weeks of instruction—the last 6 weeks are review to prepare students for Grade 1 • Integrates Grammar, Spelling, Writing, Handwriting, and Speaking and Listening instruction daily. • Exclusive author, Jon Scieszka, brings his Trucktown series to Reading Street Common Core in the form of weekly readers, and Alphabet and Nursery Rhyme Big Books. • Common Core State Standards embedded on Teacher Edition pages. • Common Core professional development included throughout the program in the form of “Bridges to Common Core” in the Teacher’s Edition and the separate component, Common Core 101. • My Skills Buddy Student Handbook provides decodable readers and skills practice all in one place while teaching students about concepts of print. • Interactive games, videos, and practice activities available online. eText materials are available for mobile devices as well. • Small Group and RTI resources such as 4 weekly leveled readers and RTI Kits provide extra support for struggling readers.</p>						
	Common Core Kindergarten Package with Digital Courseware (includes items with + below)						9780328476794
	Common Core State Standards My Skills Buddy Bookshelf (6 copies of each) +						9780328484744
	My Skills Buddy DVD +						9780328422463
	Reader’s & Writer’s Notebook +						9780328467266
	CCSS Reader’s & Writer’s Notebook Teacher’s Manual +						9780328427178
	Listen to Me Readers Grade Level Package +						9780328488148
	Student Reader Bookshelf Collection +						9780328488926
	Trucktown Get Set, Roll! Readers Bookshelf Collection +						9780328466085
	Independent Readers Grade Level Package +						9780328485581
	Independent Readers Teacher Guide (included in Bookshelf & grade level Packages) +						9780328476381
	Big Book Grade Level Package +						9780328169276
	English Language Learners Posters +						9780328476817
	English Language Learners Handbook +						9780328212149
	High Frequency Word Cards +						9780328146987
	Retelling Cards +						9780328476817
	Tactile Cards/Finger Tracing +						9780328212149
	Alphabet Cards (English/Spanish) +						9780328146987
	Picture Word Cards +						9780328147007
Practice Stations Kit +					9780328485659		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc.,	Scott Foresman Reading Street Common Core: Grade K (Continued)		2013	K			

publishing as Scott Foresman	Talk With Me, Sing With Me Flipchart +			9780328476626		
	Songs & Rhymes Audio CD +			9780328169511		
	Alpha Buddy Puppet +			9780328146147		
	Phonics Activity Mats +			9780328118038		
	Background Building Audio CD +			9780328481569		
	Audio Text CD +			9780328736669		
	Reading Street Readers CD-ROM +			9780328487189		
	Teacher Resource DVD-ROM +			9780328736317		
	Common Core State Standards Assessment Handbook +			9780328726325		
	Baseline Group Test Teacher Manual +			9780328484720		
	Common Core State Standards Unit & End of Year Benchmark Assessment Teacher Manual +			9780328683901		
	Modeled Pronunciation Audio CD +			9780328605392		
	Phonics Songs & Rhymes Flipchart and Audio CD +			9780328145461		
	Read Aloud Trade Book Library +			9780328485178		
	Read Aloud Anthology +			9780328476640		
	Sing With Me Audio +			9780328481460		
	Digital Courseware 6-Year License, (includes 25 student licenses) +			9780328736522		
	My Skills Buddy Student Edition, Unit 1 (consumable)			9780328724376		
	My Skills Buddy Student Edition, Unit 2 (consumable)			9780328724383		
	My Skills Buddy Student Edition, Unit 3 (consumable)			9780328724390		
	My Skills Buddy Student Edition, Unit 4 (consumable)			9780328724406		
	My Skills Buddy Student Edition, Unit 5 (consumable)			9780328724413		
	My Skills Buddy Student Edition, Unit 6 (consumable)			9780328724420		
	Common Core State Standards Teacher's Edition Package			9780328735662		
	Little Book Grade Level Package,			9780328466696		
	Concept Literacy Readers Bookshelf Collection			9780328525683		
	Concept Literacy Readers Grade Level Package			9780328525751		
	Independent Readers Bookshelf Collection			9780328466689		
	Student Reader Grade Level Package			9780328467273		
	Listen to Me Readers Bookshelf Collection			9780328467280		
	Leveled Readers Supekit			9780328467112		
	Trucktown Get Set, Roll Readers Grade Level Package			9780328427185		
	PreK Trucktown Get Set, Roll! Readers Bookshelf Collection			9780328642502		
PreK Trucktown Get Set, Roll! Readers Grade Level Package			9780328642496			
Read Aloud Anthology			9780328476640			
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade K (Continued)		2013	K		
	Routines Flipchart				9780328477197	
	Common Core State Standards Family Talk				9780328686353	
	Common Core State Standards Weekly Connection Posters Package				9780328681211	
	Benchmark Assessment GR K.1 10-pack				9780328537655	
	Benchmark Assessment GR K.2 10-pack				9780328537662	
	Benchmark Assessment GR K.3 10-pack				9780328537679	
	Benchmark Assessment GR K.4 10-pack				9780328537686	
	Benchmark Assessment GR K.5 10-pack				9780328537693	

	Benchmark Assessment GR K.6 10-pack				9780328537709	
	Benchmark Assessment GR. K End-Of-Year 10-pack				9780328537716	
	Baseline Group Test 10 pack				9780328487431	
	RTI (Response to Intervention) Kit				9780328477081	
	Guide on the Side				9780328476459	
	Digital Path Assets DVD				9780328531295	
	Digital Courseware Classroom Access Pack				9780328736386	
	Digital Courseware 1-Year License				9780328736454	
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 1	Peter Afflerbach, et al	2013	1 (K-5)		Highly Recommended 94% CCSS 96% Material Analysis
	<p>Notes: Highly recommended as a core ELA program. Key Features: Reading Street Common Core Key Features: • Integrates Grammar, Spelling, Writing, Vocabulary, and Speaking and Listening instruction daily. • Common Core State Standards embedded on Teacher Edition and Student Edition pages. • Common Core professional development included throughout the program in the form of "Bridges to Common Core" in the Teacher's Edition and the separate component, Common Core 101. • Interactive games, videos, and practice activities available online. eText materials are available for mobile devices as well. • Small Group and RTI resources such as 6 weekly leveled readers and RTI Kits provide extra support for struggling readers. • The Reading Street Sleuth encourages students to read like a detective through close reads and to use textual evidence as clues to make their case and prove it through performance tasks.</p>					
	Common Core Reading, Reading Readiness Unit				9780328724437	
	Common Core Reading Student Edition, Volume 1				9780328724444	
	Common Core Reading Student Edition, Volume 2				9780328724451	
	Common Core Reading Student Edition, Volume 3				9780328724468	
	Common Core Reading Student Edition, Volume 4				9780328724475	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 1 (Continued)		2013	1		
	Common Core Reading Student Edition, Volume 5				9780328724482	
	Common Core State Standards Teacher's Edition Package				9780328735679	
	Reader's & Writer's Notebook				9780328476671	
	CCSS Reader's & Writer's Notebook Teacher's Manual				9780328484751	
	Common Core Reading Street Sleuth				9780328730544	
	Reading Street Sleuth Small Group Package 6 pack				9780328735990	
	Reading Street Sleuth Small Group Package 12 pack				9780328736737	
	Decodable Practice Readers: Units R and 1				9780328492145	
	Decodable Practice Readers: Units 2 and 3				9780328492152	
	Decodable Practice Readers: Units 4 and 5				9780328492169	
	Decodable Readers Bookshelf Collection				9780328466122	
	Decodable Readers Grade Level Package (3 volumes)				9780328466160	
	Decodable Practice Readers: Units R and 1 - 6 pack				9780328615537	
	Decodable Practice Readers: Units 2 and 3 - 6 pack				9780328615544	

	Decodable Practice Readers: Units 4 and 5 - 6 pack				9780328615551	
	Big Book Grade Level Package				9780328466092	
	Little Book Grade Level Package				9780328503865	
	Leveled Reader Advanced Bookshelf Collection				9780328466207	
	Leveled Reader Advanced Grade Level Package				9780328488155	
	Leveled Reader On-Level Bookshelf Collection				9780328466559	
	Leveled Reader On-Level Grade Level Package				9780328466856	
	Leveled Reader Below-Level Bookshelf Collection				9780328466344	
	Leveled Reader Below-Level Grade Level Package				9780328466412	
	Leveled Reader Superkit				9780328467129	
	Concept Literacy Readers Bookshelf Collection				9780328525690	
	Concept Literacy Readers Grade Level Package				9780328525768	
	English Language Development Readers Bookshelf Collection				9780328477005	
	English Language Learner Readers Bookshelf Collection				9780328477043	
	English Language Learner Readers Grade Level Package				9780328476923	
	English Language Development Readers Grade Level Package				9780328476961	
	English Language Learner Posters				9780328485598	
	English Language Learner Handbook				9780328476398	
	Read Aloud Anthology				9780328476657	
	Routines Flipchart Grades				9780328477197	
	High Frequency Word Cards				9780328478286	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 1 (Continued)		2013	1		
	Retelling Cards				9780328476824	
	Sound Spelling Cards Grades				9780328477418	
	Writing Rubrics & Anchor Papers				9780328476527	
	Fresh Reads for Fluency & Comprehension				9780328488933	
	Common Core State Standards Fresh Reads for Fluency & Comprehension Teacher Manual				9780328726356	
	Weekly Tests				9780328508778	
	Common Core State Standards Weekly Tests Teacher Manual				9780328681303	
	Benchmark Test 1.R 10- pack				9780328538256	
	Benchmark Test 1.1 10- pack				9780328538263	
	Benchmark Test 1.2 10- pack				9780328538270	
	Benchmark Test 1.3 10- pack				9780328538287	
	Benchmark Test 1.4 10- pack				9780328538294	
	Benchmark Test 1.5 10-P pack				9780328538300	
	Benchmark Test End-Of-Year 10- pack				9780328538317	
	Common Core State Standards Assessment Handbook				9780328726325	
	Baseline Group Test Teacher Manual Grades				9780328484720	
	Common Core State Standards Unit & End-Of-Year Benchmark Tests Teacher Manual				9780328683918	
	Baseline Group Test 10 pack				9780328487448	
	RTI (Response to Intervention) Kit				9780328477081	
	Common Core State Standards Weekly Connection Posters Package				9780328681228	
	Common Core State Standards Family Talk				9780328686360	
	Practice Stations Kit				9780328485666	

	Guide on the Side				9780328476466		
	Envision It! Handbook				9780328580842		
	Teacher Resource DVD-ROM				9780328736324		
	Audio Text CD				9780328736676		
	Background Building Audio CD				9780328481576		
	Sing With Me Audio				9780328481477		
	ExamView Assessment Suite CD-ROM				9780328480807		
	Reading Street Readers CD-ROM				9780328487196		
	Modeled Pronunciation Audio CD				9780328605392		
	Digital Path Assets DVD-ROM				9780328531301		
	Digital Courseware Classroom Access Pack				9780328736393		
	Digital Courseware 1-Year License				9780328736461		
	Digital Courseware 6-Year License				9780328736539		
	Leveled Readers ELL Level Strand						
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 2	Peter Afflerbach, et al	2013	2 (K-5)		Highly Recommended 93% CCSS 100% Material Analysis	
	Notes: Highly recommended as a core ELA program.						
	Key Features:						
	Reading Street Common Core Key Features:						
	• Integrates Grammar, Spelling, Writing, Vocabulary, and Speaking and Listening instruction daily.						
	• Common Core State Standards embedded on Teacher Edition and Student Edition pages.						
	• Common Core professional development included throughout the program in the form of “Bridges to Common Core” in the Teacher’s Edition and the separate component, Common Core 101.						
	• Interactive games, videos, and practice activities available online. eText materials are available for mobile devices as well.						
	• Small Group and RTI resources such as 6 weekly leveled readers and RTI Kits provide extra support for struggling readers.						
	• The Reading Street Sleuth encourages students to read like a detective through close reads and to use textual evidence as clues to make their case and prove it through performance tasks.						
	Common Core Student Edition, Volume 1						9780328724499
	Common Core Student Edition, Volume 2						9780328724505
	Common Core State Standards Teacher’s Edition Package						9780328735686
	Reader’s & Writer’s Notebook						9780328476701
	CCSS Reader’s & Writer’s Notebook Teacher’s Manual						9780328484768
Common Core Reading Street Sleuth					9780328730551		
Reading Street Sleuth Small Group Package 6 pack					9780328736003		
Reading Street Sleuth Small Group Package 12 pack					9780328736744		
Decodable Practice Readers: Units 1, 2, and 3					9780328492176		
Decodable Practice Readers: Units 4, 5, and 6					9780328492183		
Decodable Readers Bookshelf Collection					9780328466139		
Decodable Readers Grade Level Package (2 volumes)					9780328466177		
Decodable Practice Readers: Units 1, 2, and 3 - 6 pack					9780328615568		
Decodable Practice Readers: Units 4, 5, and 6 - 6 pack					9780328615575		
Big Book Grade Level Package					9780328466108		

	Leveled Reader Advanced Bookshelf Collection				9780328466214	
	Leveled Reader Advanced Grade Level Package				9780328488162	
	Leveled Reader On-Level Bookshelf Collection				9780328466566	
	Leveled Reader On-Level Grade Level Package				9780328466863	
	Leveled Reader Below-Level Bookshelf Collection				9780328466351	
	Leveled Reader Below-Level Grade Level Package				9780328466429	
	Leveled Reader Superkit				9780328467136	
	Concept Literacy Readers Bookshelf Collection				9780328525706	
	Concept Literacy Readers Grade Level Package				9780328525775	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 2		2013	2		
	English Language Development Readers Bookshelf Collection				9780328477012	
	English Language Learner Readers Bookshelf Collection				9780328477050	
	English Language Learner Readers Grade Level Package				9780328476930	
	English Language Development Readers Grade Level Package				9780328476978	
	English Language Learner Posters				9780328485604	
	English Language Learner Handbook				9780328476404	
	Read Aloud Anthology				9780328476664	
	High Frequency/Tested Vocabulary Word Cards				9780328478293	
	Envision It! Pictured Vocabulary				9780328477128	
	Retelling Cards				9780328476831	
	Sound Spelling Cards Grades				9780328477418	
	Routines Flipchart Grades				9780328477203	
	Writing Rubrics & Anchor Papers				9780328476534	
	Fresh Reads for Fluency & Comprehension				9780328488940	
	Common Core State Standards Fresh Reads for Fluency & Comp Teacher Manual				9780328726363	
	Weekly Tests				9780328508785	
	Common Core State Standards Weekly Tests Teacher Manual				9780328681310	
	Benchmark Test 2.1 10-pack				9780328538324	
	Benchmark Test 2.2 10-pack				9780328538331	
	Benchmark Test 2.3 10-pack				9780328538348	
	Benchmark Test 2.4 10-pack				9780328538355	
	Benchmark Test 2.5 10-pack				9780328538362	
	Benchmark Test 2.6 10-pack				9780328538379	
	Benchmark Test End-Of-Year 10-pack				9780328538386	
	Common Core State Standards Unit & End-Of-Year Benchmark Tests Teacher Manual				9780328683925	
	Common Core State Standards Assessment Handbook				9780328726332	
	Baseline Group Test 10 pack				9780328487455	
	Baseline Group Test Teacher Manual				9780328484737	
	RTI (Response to Intervention) Kit				9780328477081	
	Common Core State Standards Writing & Research Guide				9780328686308	
Common Core State Standards Weekly Connection Posters				9780328681235		
Common Core State Standards Family Talk				9780328686377		
Practice Stations Kit				9780328485673		
Guide on the Side				9780328476473		

	Envision It! Handbook				9780328580859			
	Teacher Resource DVD-ROM				9780328736331			
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*		
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 2		2013	2				
	Audio Text CD				9780328736683			
	Background Building Audio CD				9780328481583			
	Sing With Me Audio				9780328481484			
	ExamView Assessment Suite CD-ROM				9780328480814			
	Modeled Pronunciation Audio CD				9780328605392			
	Reading Street Readers DVD				9780328487202			
	Digital Path Assets DVD-ROM				9780328531318			
	Digital Courseware Classroom Access Pack				9780328736409			
	Digital Courseware 1-Year License				9780328736478			
	Digital Courseware 6-Year License				9780328736546			
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 3		Peter Afflerbach, et al	2013	3 (K-5)	Highly Recommended 98% CCSS 100% Materials Analysis		
	<p>Notes: Highly recommended as a core ELA program.</p> <p>Key Features:</p> <p>Reading Street Common Core Key Features:</p> <ul style="list-style-type: none"> • Integrates Grammar, Spelling, Writing, Vocabulary, and Speaking and Listening instruction daily. • Common Core State Standards embedded on Teacher Edition and Student Edition pages. • Common Core professional development included throughout the program in the form of "Bridges to Common Core" in the Teacher's Edition and the separate component, Common Core 101. • Interactive games, videos, and practice activities available online. eText materials are available for mobile devices as well. • Small Group and RTI resources such as 6 weekly leveled readers and RTI Kits provide extra support for struggling readers. • The Reading Street Sleuth encourages students to read like a detective through close reads and to use textual evidence as clues to make their case and prove it through performance tasks. 							
	Common Core Student Edition, Volume 1						9780328724512	
	Common Core Student Edition, Volume 2						9780328724529	
	Common Core State Standards Teacher's Edition Package						9780328735693	
	Reader's & Writer's Notebook						9780328476718	
	CCSS Reader's & Writer's Notebook Teacher's Manual						9780328484775	
	Common Core Reading Street Sleuth						9780328730568	
	Reading Street Sleuth Small Group Package, 6 pack						9780328736010	
	Reading Street Sleuth Small Group Package, 12 pack						9780328736751	
	Decodable Practice Readers: Units 1, 2, and 3						9780328492206	
	Decodable Practice Readers: Units 4, 5, and 6						9780328492190	
	Decodable Readers Bookshelf Collection						9780328466146	
	Publisher	Title of Material	Author	Copyright	Grade Level		ISBN	R=Resource Correlation*

Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 3 (Continued)		2013	3		
	Decodable Readers Grade Level Package (2 volumes)				9780328466184	
	Decodable Practice Readers: Units 1, 2, and 3 (6 pack)				9780328615582	
	Decodable Practice Readers: Units 4, 5, and 6 (6 pack)				9780328615599	
	Leveled Reader Advanced Bookshelf Collection				9780328466221	
	Leveled Reader Advanced Grade Level Package				9780328488179	
	Leveled Reader On-Level Bookshelf Collection				9780328466573	
	Leveled Reader On-Level Grade Level Package				9780328466870	
	Leveled Reader Below-Level Bookshelf Collection				9780328466368	
	Leveled Reader Below-Level Grade Level Package				9780328466436	
	Leveled Reader Superkit				9780328467143	
	Concept Literacy Readers Bookshelf Collection				9780328525713	
	Concept Literacy Readers Grade Level Package				9780328525782	
	English Language Development Readers Bookshelf Collection				9780328477029	
	English Language Learner Readers Bookshelf Collection				9780328477067	
	English Language Learner Readers Grade Level Package				9780328476947	
	English Language Development Readers Grade Level Package				9780328476985	
	English Language Learner Posters				9780328485611	
	English Language Learner Handbook				9780328476411	
	Tested Vocabulary Cards				9780328477302	
	Envision It! Pictured Vocabulary Cards				9780328477135	
	Retelling Cards				9780328476848	
	Sound Spelling Cards				9780328477418	
	Routines Flipchart				9780328477203	
	Writing Rubrics & Anchor Papers				9780328476541	
	Fresh Reads for Fluency & Comprehension				9780328488957	
	Common Core State Standards Fresh Reads for Fluency & Comprehension Teacher Manual				9780328726370	
	Weekly Tests				9780328508792	
	Common Core State Standards Weekly Tests Teacher Manual				9780328681327	
	Benchmark Test 3.1 10-pack				9780328538393	
Benchmark Test 3.2 10-pack				9780328538409		
Benchmark Test 3.3 10-pack				9780328538416		
Benchmark Test 3.4 10-pack				9780328538423		
Benchmark Test 3.5 10-pack				9780328538430		
Benchmark Test 3.6 10-pack				9780328538447		
Benchmark Test 3 End-Of-Year 10-pack				9780328538454		
Common Core State Standards Unit & End-Of-Year Benchmark Tests Teacher Manual				9780328683932		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 3 (Continued)		2013	3		
	Common Core State Standards Assessment Handbook				9780328726332	
	Baseline Group Test 10 pack				9780328487462	
	Baseline Group Test Teacher Manual				9780328484737	
	Common Core State Standards Weekly Connection Posters				9780328681242	

	Common Core State Standards Family Talk				9780328686384		
	Common Core State Standards Writing & Research Guide				9780328686315		
	RTI (Response to Intervention) Kit				9780328477098		
	Practice Stations Kit				9780328485680		
	Guide on the Side				9780328476480		
	Envision It! Handbook				9780328580866		
	Teacher Resource DVD-ROM				9780328736348		
	Audio Text CD				9780328736690		
	Background Building Audio CD				9780328481590		
	ExamView Assessment Suite CD-ROM				9780328480821		
	Reading Street Readers DVD				9780328487219		
	Modeled Pronunciation Audio CD				9780328605392		
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 4	Peter Afflerbach, et al	2013	4 (K-5)		Highly Recommended 100% CCSS 98% Material Analysis	
	Notes: Highly recommended as a core ELA program.						
	Key Features:						
	Reading Street Common Core Key Features:						
	• Integrates Grammar, Spelling, Writing, Vocabulary, and Speaking and Listening instruction daily.						
	• Common Core State Standards embedded on Teacher Edition and Student Edition pages.						
	• Common Core professional development included throughout the program in the form of "Bridges to Common Core" in the Teacher's Edition and the separate component, Common Core 101.						
	• Interactive games, videos, and practice activities available online. eText materials are available for mobile devices as well.						
	• Small Group and RTI resources such as 6 weekly leveled readers and RTI Kits provide extra support for struggling readers.						
	• The Reading Street Sleuth encourages students to read like a detective through close reads and to use textual evidence as clues to make their case and prove it through performance tasks.						
	Common Core Student Edition, Volume 1				9780328724536		
	Common Core Student Edition, Volume 2				9780328724543		
	Common Core State Standards Teacher's Edition Package				9780328735709		
	Reader's & Writer's Notebook,				9780328476732		
	CCSS Reader's & Writer's Notebook Teacher's Manual				9780328484782		
	Common Core Reading Street Sleuth				9780328730575		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 4 (Continued)		2013	4			
	Reading Street Sleuth Small Group Package 6 pack				9780328736027		
	Reading Street Sleuth Small Group Package 12 pack				9780328736768		
	Leveled Reader Advanced Bookshelf Collection				9780328466238		
	Leveled Reader Advanced Grade Level Package				9780328488186		
	Leveled Reader On-Level Bookshelf Collection				9780328466580		
	Leveled Reader On-Level Grade Level Package				9780328466887		
	Leveled Reader Below-Level Bookshelf Collection				9780328466375		
	Leveled Reader Below-Level Grade Level Package				9780328466443		
	Leveled Reader Superkit				9780328467150		

	Concept Literacy Readers Bookshelf Collection				9780328525720	
	Concept Literacy Readers Grade Level Package				9780328525799	
	English Language Development Readers Bookshelf Collection				9780328477036	
	English Language Learner Readers Bookshelf Collection				9780328477074	
	English Language Learner Readers Grade Level Package				9780328476954	
	English Language Development Readers Grade Level Package				9780328476992	
	English Language Learner Posters				9780328485628	
	English Language Learner Handbook				9780328476428	
	Tested Vocabulary Cards				9780328477319	
	Envision It! Pictured Vocabulary Cards				9780328477142	
	Retelling Cards				9780328476855	
	Routines Flipchart Grades				9780328477210	
	Writing Rubrics & Anchor Papers				9780328476558	
	Fresh Reads for Fluency & Comprehension				9780328488964	
	Common Core State Standards Fresh Reads for Fluency & Comprehension Teacher Manual				9780328726387	
	Weekly Tests				9780328508808	
	Common Core State Standards Weekly Tests Teacher Manual				9780328681334	
	Benchmark Test 4.1 10-pack				9780328538461	
	Benchmark Test 4.2 10-pack				9780328538478	
	Benchmark Test 4.3 10-pack				9780328538485	
	Benchmark Test 4.4 10-pack				9780328538492	
	Benchmark Test 4.5 10-pack				9780328538508	
	Benchmark Test GR 4.6 10-pack				9780328538515	
	Benchmark Test End-Of-Year 10 pack				9780328538522	
	Common Core State Standards Unit & End-Of-Year Benchmark Tests Teacher Manual				9780328683949	
	Common Core State Standards Assessment Handbook				9780328726349	
	Baseline Group Test 10 pack				9780328487479	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 4 (Continued)		2013	4		
	Baseline Group Test Teacher Manual				9780328488728	
	Common Core State Standards Weekly Connection Posters				9780328681259	
	Common Core State Standards Family Talk				9780328686391	
	Common Core State Standards Writing & Research Guide				9780328686322	
	RTI (Response to Intervention) Kit				9780328477098	
	Practice Stations Kit				9780328485697	
	Guide on the Side				9780328476497	
	Envision It! Handbook				9780328580873	
	Teacher Resource DVD-ROM				9780328736355	
	Audio Text CD				9780328736706	
	Background Building Audio CD				9780328481606	
	ExamView Assessment Suite CD-ROM				9780328480838	
	Reading Street Readers CD-ROM				9780328487226	
	Modeled Pronunciation Audio CD				9780328605392	
	Digital Path Assets DVD-ROM				9780328531332	
	Digital Courseware Classroom Access Pack				9780328736423	

	Digital Courseware 1-Year License				9780328736492		
	Digital Courseware 6-Year License				9780328736560		
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 5	Peter Afflerbach, et al	2013	5 (K-5)		Highly Recommended 98% CCSS 98% Material Analysis	
	Notes: Highly recommended as a core ELA program. . Key Features: Reading Street Common Core Key Features: • Integrates Grammar, Spelling, Writing, Vocabulary, and Speaking and Listening instruction daily. • Common Core State Standards embedded on Teacher Edition and Student Edition pages. • Common Core professional development included throughout the program in the form of "Bridges to Common Core" in the Teacher's Edition and the separate component, Common Core 101. • Interactive games, videos, and practice activities available online. eText materials are available for mobile devices as well. • Small Group and RTI resources such as 6 weekly leveled readers and RTI Kits provide extra support for struggling readers. • The Reading Street Sleuth encourages students to read like a detective through close reads and to use textual evidence as clues to make their case and prove it through performance tasks.						
	Common Core Student Edition, Volume 1				9780328724550		
	Common Core Student Edition, Volume 2				9780328724567		
	Common Core State Standards Teacher's Edition Package				9780328735716		
	Reader's & Writer's Notebook,				9780328476756		
	CCSS Reader's & Writer's Notebook Teacher's Manual				9780328484799		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 5 (Continued)		2013	5			
	Common Core Reading Street Sleuth				9780328730582		
	Reading Street Sleuth Small Group Package 6 pack				9780328736034		
	Reading Street Sleuth Small Group Package 12 pack				9780328736775		
	Leveled Reader Advanced Bookshelf Collection				9780328466245		
	Leveled Reader Advanced Grade Level Package				9780328488193		
	Leveled Reader On-Level Bookshelf Collection				9780328466597		
	Leveled Reader On-Level Grade Level Package				9780328466894		
	Leveled Reader Below-Level Bookshelf Collection				9780328466382		
	Leveled Reader Below-Level Grade Level Package				9780328466450		
	Leveled Reader Superkit				9780328467167		
	Concept Literacy Readers Bookshelf Collection				9780328525737		
	Concept Literacy Readers Grade Level Package				9780328525805		
	English Language Development Readers Bookshelf Collection				9780328489008		
	English Language Learner Readers Bookshelf Collection				9780328489022		
	English Language Learner Readers Grade Level Package				9780328579716		
	English Language Development Readers Grade Level Package				9780328599257		
	English Language Learner Posters				9780328485635		
	English Language Learner Handbook				9780328476435		
	Tested Vocabulary Cards				9780328477326		
Envision It! Pictured Vocabulary Cards				9780328477159			
Retelling Cards				9780328476862			

	Writing Rubrics & Anchor Papers				9780328476565	
	Fresh Reads for Fluency & Comprehension				9780328488971	
	Common Core State Standards Fresh Reads for Fluency & Comprehension Teacher Manual				9780328726394	
	Weekly Tests				9780328508815	
	Common Core State Standards Weekly Tests Teacher Manual				9780328681341	
	Benchmark Test 5.1 10-pack				9780328538539	
	Benchmark Test 5.2 10-pack				9780328538546	
	Benchmark Test 5.3 10-pack				9780328538553	
	Benchmark Test 5.4 10-pack				9780328538560	
	Benchmark Test 5.5 10-pack				9780328538577	
	Benchmark Test 5.6 10-pack				9780328538584	
	Benchmark Test End-Of-Year 10-pack				9780328538591	
	Common Core State Standards Unit & End-Of-Year Benchmark Tests Teacher Manual				9780328683956	
	Common Core State Standards Assessment Handbook				9780328726349	
	Baseline Group Test 10 pack				9780328487486	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Scott Foresman Reading Street Common Core: Grade 5 (Continued)		2013	5		
	Baseline Group Test Teacher Manual Gr.4/6				9780328488728	
	Common Core State Standards Weekly Connection Posters				9780328681266	
	Common Core State Standards Family Talk				9780328686407	
	Common Core State Standards Writing & Research Guide				9780328686339	
	RTI (Response to Intervention) Kit				9780328477098	
	Practice Stations Kit				9780328485703	
	Guide on the Side				9780328476503	
	Envision It! Handbook				9780328580880	
	Teacher Resource DVD-ROM				9780328736362	
	Audio Text CD				9780328736713	
	Background Building Audio CD				9780328481613	
	ExamView Assessment Suite CD-ROM				9780328480845	
	Reading Street Readers CD-ROM				9780328487233	
	Modeled Pronunciation Audio CD				9780328605392	
	Digital Path Assets DVD-ROM				9780328531349	
	Digital Courseware Classroom Access Pack				9780328736430	
Digital Courseware 1-Year License				9780328736508		
Digital Courseware 6-Year License				9780328736577		
Houghton Mifflin Harcourt School Publishers	Great Source Write Source Grade 3 ©2012	Patrick Sebranek, Verne Meyer, Dave Kemper	2012	3 (K-5)		R

	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 90% alignment to the writing and language CCSS only.</p> <p>Key Features: The only print and fully personalized digital language arts program with complete and comprehensive coverage of the Common Core Writing, Language, Listening, and Speaking Standards. This highly engaging program is designed to help students use cutting-edge technology tools and 21st Century skills to master College and Career Readiness skills for key writing forms, writing process, and grammar, usage, and mechanics skills. Contains instructional depth and breadth to meet the rigor set forth by the Common Core State Standards. Students will engage in all aspects of writing and language literacy, from writing for different purposes to responding to sets of information and literary texts; and from conducting meaningful research (both in print and online), to understanding the conventions of the language. Meets Common Core Writing Standard 6 in ways that traditional reading and language arts programs don't. Social learning, collaboration tools, and immediate online publishing opportunities in a secure environment are key features of the program.</p>					
	Great Source Write Source State Adoption Student Bundle Grade 3 (Includes Online Student Subscription 6-year, Student Edition Hardcover, and SkillsBook Student Edition)				9780547819174	
	Great Source Write Source Online Student Subscription 6-year Grade 3				9780547508528	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Great Source Write Source Grade 3 ©2012		2012	3		
	Great Source Write Source Student Edition Hardcover Grade 3				9780547484983	
	Great Source Write Source SkillsBook Student Edition Grade 3				9780547484433	
	Great Source Write Source Teacher Bundle 6-Year Grade 3 (includes Teacher's Edition, Assessment Book Teacher's Edition, SkillsBook, SkillsBook Teacher's Edition with Annos Layer, Daily Language Workouts, and Online Teacher Subscription 6-Year)				9780547716503	
	Great Source Write Source Teacher's Edition Grade 3				9780547484372	
	Great Source Write Source Assessment Book Teacher's Edition Grade 3				9780547484938	
	Great Source Write Source SkillsBook Student Edition Grade 3				9780547484433	
	Great Source Write Source SkillsBook Teacher's Edition Grade 3				9780547484419	
	Great Source Write Source Daily Language Workouts Grade 3				9780547485133	
	Great Source Write Source Online Teacher Subscription 6-Year Grade 3				9780547508627	
	Great Source Write Source Student Edition eTextbook ePub Grade 3				9780547782959	
Houghton Mifflin Harcourt School Publishers	Great Source Write Source Grade 4 ©2012		Patrick Sebranek, Verne Meyer, Dave Kemper	2012	4 (K-5)	R
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 100% alignment to the writing and language CCSS only.</p> <p>Key Features: The only print and fully personalized digital language arts program with complete and comprehensive coverage of the Common Core Writing, Language, Listening, and Speaking Standards. This highly engaging program is designed to help students use cutting-edge technology tools and 21st Century skills to master College and Career Readiness skills for key writing forms, writing process, and grammar, usage, and mechanics skills. Contains instructional depth and breadth to meet the rigor set forth by the Common Core State Standards. Students will engage in all aspects of writing and language literacy, from writing for different purposes to responding to sets of information and literary texts; and from conducting meaningful research (both in print and online), to understanding the conventions of the language. Meets Common Core Writing Standard 6 in ways that traditional reading and language arts programs don't. Social learning, collaboration tools, and immediate online publishing opportunities in a secure environment are key features of the program.</p>					
	Great Source Write Source State Adoption Student Bundle Grade 4 (Includes Online Student Subscription 6-year, Student Edition Hardcover, and SkillsBook Student Edition)				9780547819181	
	Great Source Write Source Online Student Subscription 6-year Grade 4				9780547508467	

	Great Source Write Source Student Edition Hardcover Grade 4				9780547484990	
	Great Source Write Source SkillsBook Student Edition Grade 4				9780547484518	
	Great Source Write Source Teacher Bundle 6-Year Grade 4 (includes Teacher's Edition, Assessment Book Teacher's Edition, SkillsBook, SkillsBook Teacher's Edition with Annos Layer, Daily Language Workouts, and Online Teacher Subscription 6-Year)				9780547720234	
	Great Source Write Source Teacher's Edition Grade 4				9780547484389	
	Great Source Write Source Assessment Book Teacher's Edition Grade 4				9780547484945	
	Great Source Write Source SkillsBook Student Edition Grade 4				9780547484518	
	Great Source Write Source SkillsBook Teacher's Edition Grade 4				9780547484402	
	Great Source Write Source Daily Language Workouts Grade 4				9780547485157	
	Great Source Write Source Online Teacher Subscription 6-Year Grade 4				9780547508740	
	Great Source Write Source Student Edition eTextbook ePub Grade 4				9780547782966	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Great Source Write Source Grade 5 ©2012	Patrick Sebranek, Verne Meyer, Dave Kemper	2012	5 (K-5)		R
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 97% alignment to the writing and language CCSS only.</p> <p>Key Features: The only print and fully personalized digital language arts program with complete and comprehensive coverage of the Common Core Writing, Language, Listening, and Speaking Standards. This highly engaging program is designed to help students use cutting-edge technology tools and 21st Century skills to master College and Career Readiness skills for key writing forms, writing process, and grammar, usage, and mechanics skills. Contains instructional depth and breadth to meet the rigor set forth by the Common Core State Standards. Students will engage in all aspects of writing and language literacy, from writing for different purposes to responding to sets of information and literary texts; and from conducting meaningful research (both in print and online), to understanding the conventions of the language. Meets Common Core Writing Standard 6 in ways that traditional reading and language arts programs don't. Social learning, collaboration tools, and immediate online publishing opportunities in a secure environment are key features of the program.</p>					
	Great Source Write Source State Adoption Student Bundle Grade 5 (Includes Online Student Subscription 6-year, Student Edition Hardcover, and SkillsBook Student Edition)				9780547819198	
	Great Source Write Source Online Student Subscription 6-year Grade 5				9780547508597	
	Great Source Write Source Student Edition Hardcover Grade 5				9780547485003	
	Great Source Write Source SkillsBook Student Edition Grade 5				9780547484563	
	Great Source Write Source Teacher Bundle 6-Year Grade 5 (includes Teacher's Edition, Assessment Book Teacher's Edition, SkillsBook, SkillsBook Teacher's Edition with Annos Layer, Daily Language Workouts, and Online Teacher Subscription 6-Year)				9780547715575	
	Great Source Write Source Teacher's Edition Grade 5				9780547484396	
	Great Source Write Source Assessment Book Teacher's Edition Grade 5				9780547484921	
	Great Source Write Source SkillsBook Student Edition Grade 5				9780547484563	
	Great Source Write Source SkillsBook Teacher's Edition Grade 5				9780547484532	
	Great Source Write Source Daily Language Workouts Grade 5				9780547485164	
	Great Source Write Source Online Teacher Subscription 6-Year Grade 5				9780547508825	
	Great Source Write Source Student Edition eTextbook ePub Grade 5				9780547782973	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Mondo Publishing	Bookshop Reading Classroom Program, Grade K	Carmel Crevola; Mark Vineis	2013	K	9781602017368	R	
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 91% alignment to the reading, speaking, and listening CCSS only and 72% overall alignment to the CCSS. The listed copyright dates are 2013 but the materials that were received had copyrights of 2007 and 2008.</p> <p>Key Features: The Bookshop Core Reading Program is taught during a daily 2 ½ hour Literacy Block. Whole group strategies include shared reading and read aloud. Small group strategies may include oral language, shared reading, and guided reading. Phonics is taught in both small and whole-group situations. Scope & sequence/pacing charts delineate the lesson sequences and focuses for each instructional strategy. This enables teachers to set out individual instructional pathways based on students' assessed readiness needs. Teachers have ample high-quality resources for teaching at students' appropriate instructional levels, which allows students to take immediate ownership of their learning. <i>Bookshop</i> includes a full battery of correlated assessments. Data from these assessments clarify instructional starting points for each student, and allow for ongoing progress monitoring to inform differentiated instruction. A range of leveled fiction and nonfiction materials in a range of sizes, shapes, and formats is provided for each grade level. Fiction/nonfiction split is approximately 50/50 in each grade. Titles represent over 20 text types.</p>						
	Guided Reading Library (420 Student Bks 6 Copies Of 70 Titles; Lesson Plans)						9781617363245
	Phonics Program: Teacher Chart, Alphabet Boards, Card Kit, Teacher's Guide, Partner Practice Book						9781602011274
	Let's Talk About It! Oral Language Reading & Writing Program; Chart, Text Cards, Guidebook, Lesson Plans						9781590345900
	Let's Sing About It! Songs & Rhymes: Chart, Cd, Cassette, Lesson Plans						9781593361075
	Big Book Library (20 Titles Plus Lesson Plans)						9781602017238
	Read Along Cds (20 Titles)						9781602019157
	Teacher Guide, Grade K						9781602015739
	Assessment Kit, K-2						9781602015753
My Picture Dictionary (6 Copies)					9781879531567		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Mondo Publishing	Bookshop Reading Classroom Program, Grade 1	Carmel Crevola; Mark Vineis	2013	1	9781617363252	R	
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 91% alignment to the reading, speaking, and listening CCSS only and 74% overall alignment to the CCSS. The listed copyright dates are 2013 but the materials that were received had copyrights of 2007 and 2008.</p> <p>Key Features: The Bookshop Core Reading Program is taught during a daily 2 ½ hour Literacy Block. Whole group strategies include shared reading and read aloud. Small group strategies may include oral language, shared reading, and guided reading. Phonics is taught in both small and whole-group situations. Scope & sequence/pacing charts delineate the lesson sequences and focuses for each instructional strategy. This enables teachers to set out individual instructional pathways based on students' assessed readiness needs. Teachers have ample high-quality resources for teaching at students' appropriate instructional levels, which allows students to take immediate ownership of their learning. <i>Bookshop</i> includes a full battery of correlated assessments. Data from these assessments clarify instructional starting points for each student, and allow for ongoing progress monitoring to inform differentiated instruction. A range of leveled fiction and nonfiction materials in a range of sizes, shapes, and formats is provided for each grade level. Fiction/nonfiction split is approximately 50/50 in each grade. Titles represent over 20 text types.</p>						
	Guided Reading Library (438 Student Bks 6 Copies Of 73 Titles; Lesson Plans)						9781593360351
	Phonics Program: Teacher Chart, Alphabet Boards, Card Kit, Teachers Guide, Partner Practice Book						9781602011281
	Let's Talk About It! Oral Language Reading & Writing Program; Chart, Text Cards, Guidebook, Lesson Plans						9781590345917
	Let's Sing About It! Songs & Rhymes: Chart, Cd, Cassette, Lesson Plans						9781593361082
	Big Book Library (19 Titles Plus Lesson Plans)						9781602017245
	Big Book Read Along Cds (19 Titles)						9781602019171
	Teacher Guide, Grade 1						9781602012264
	Assessment Kit, K-2						9781602015753
Infopairs: Paired Nonfiction Articles For Cross-Text Reading, Lesson Plans					9781593369477		
My Word Book (10 Copies)					9781602015708		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Mondo Publishing	Bookshop Reading Classroom Program, Grade 2	Carmel Crevola; Mark Vineis	2013	2		R
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 87% alignment to the reading, speaking, and listening CCSS only and 71% overall alignment to the CCSS. The listed copyright dates are 2013 but the materials that were received had copyrights of 2007 and 2008.</p> <p>Key Features: The Bookshop Core Reading Program is taught during a daily 2 ½ hour Literacy Block. Whole group strategies include shared reading and read aloud. Small group strategies may include oral language, shared reading, and guided reading. Phonics is taught in both small and whole-group situations. Scope & sequence/pacing charts delineate the lesson sequences and focuses for each instructional strategy. This enables teachers to set out individual instructional pathways based on students' assessed readiness needs. Teachers have ample high-quality resources for teaching at students' appropriate instructional levels, which allows students to take immediate ownership of their learning. <i>Bookshop</i> includes a full battery of correlated assessments. Data from these assessments clarify instructional starting points for each student, and allow for ongoing progress monitoring to inform differentiated instruction. A range of leveled fiction and nonfiction materials in a range of sizes, shapes, and formats is provided for each grade level. Fiction/nonfiction split is approximately 50/50 in each grade. Titles represent over 20 text types.</p>					
	Guided Reading Library (420 Student Bks 6 Copies Of 70 Titles; Lesson Plans)					9781593360368
	Phonics Program: Teacher Chart, Alphabet Boards, Card Kit, Teachers Guide, Partner Practice Book					9781601754097
	Let's Talk About It! Oral Language Reading & Writing Program; Chart, Text Cards, Guidebook, Lesson Plans					9781593366735
	Let's Sing About It! Songs & Rhymes: Chart, Cd, Cassette, Lesson Plans					9781593361099
	Big Book Library (17 Titles Plus Lesson Plans)					9781602017252
	Big Book Read Along Cds (17 Titles)					9781602019195
	Teacher Guide, Grade 2					9781602012271
	Assessment Kit, K-2					9781602015753
Infopairs: Paired Nonfiction Articles For Cross-Text Reading, Lesson Plans					9781593369484	
Writer's Word Book (10 Pack)					9781602015715	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Mondo Publishing	Bookshop Reading Classroom Program, Grade 3	Carmel Crevola; Mark Vineis	2013	3	9781617363276	R	
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 87% alignment to the reading, speaking, and listening CCSS only and 74% overall alignment to the CCSS. The listed copyright dates are 2013 but the materials that were received had copyrights of 2007 and 2008.</p> <p>Key Features: The Bookshop Core Reading Program is taught during a daily 2 ½ hour Literacy Block. Whole group strategies include shared reading and read aloud. Small group strategies may include oral language, shared reading, and guided reading. Scope & sequence/pacing charts delineate the lesson sequences and focuses for each instructional strategy. This enables teachers to set out individual instructional pathways based on students' assessed readiness needs. Teachers have ample high-quality resources for teaching at students' appropriate instructional levels, which allows students to take immediate ownership of their learning. <i>Bookshop</i> includes a full battery of correlated assessments. Data from these assessments clarify instructional starting points for each student, and allow for ongoing progress monitoring to inform differentiated instruction. A range of leveled fiction and nonfiction materials in a range of sizes, shapes, and formats is provided for each grade level. Fiction/nonfiction split is approximately 50/50 in each grade. Titles represent over 20 text types.</p>						
	Guided Reading Library (420 Student Bks 6 Copies Of 70 Titles; Lesson Plans)						9781593360375
	Let's Talk About It! Oral Language Reading & Writing Program; Chart, Text Cards, Guidebook, Lesson Plans						9781593366742
	Let's Sing About It! Songs & Rhymes: Chart, Cd, Cassette, Lesson Plans						9781593361105
	Big Book Library (8 Titles Plus Lesson Plans)						9781586531669
	Big Book Read Along Cds (8 Titles)						9781572558526
	Teacher Guide, Grade 3						9781602012288
	Assessment Kit, 3-5						9781602015760
	Infopairs: Paired Nonfiction Articles For Cross-Text Reading, Lesson Plans						9781593369491
	Shared Reading Transparency Binder: 12 Selections, Over 115 Transparencies, Lesson Plans						9781602012257
	Writer's Thesaurus (10 Copies)						9781602015722
Read Aloud Book					9781602017085		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Mondo Publishing	Bookshop Reading Classroom Program, Grade 4	Carmel Crevola; Mark Vineis	2013	4	9781617363283	R	
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 77% alignment to the reading, speaking, and listening CCSS only and 50% overall alignment to the CCSS. The listed copyright dates are 2013 but the materials that were received had copyrights of 2007 and 2008.</p> <p>Key Features: The Bookshop Core Reading Program is taught during a daily 2 ½ hour Literacy Block. Whole group strategies include shared reading and read aloud. Small group strategies may include, shared reading, and guided reading. Scope & sequence/pacing charts delineate the lesson sequences and focuses for each instructional strategy. This enables teachers to set out individual instructional pathways based on students' assessed readiness needs. Teachers have ample high-quality resources for teaching at students' appropriate instructional levels, which allows students to take immediate ownership of their learning. <i>Bookshop</i> includes a full battery of correlated assessments. Data from these assessments clarify instructional starting points for each student, and allow for ongoing progress monitoring to inform differentiated instruction. A range of leveled fiction and nonfiction materials in a range of sizes, shapes, and formats is provided for each grade level. Fiction/nonfiction split is approximately 50/50 in each grade. Titles represent over 20 text types</p>						
	Guided Reading Library (420 Student Bks 6 Copies Of 70 Titles; Lesson Plans)						9781601754196
	Dreams By Day Big Book						9781602011588
	How Grandmother Stole The Sun MUSICAL SCRIPT 6 PACK/CD						9781602019270
	Teacher Guide, Grade 4						9781602012295
	Assessment Kit, 3-5						9781602015760
	Infopairs: Paired Nonfiction Articles For Cross-Text Reading, Lesson Plans						9781593369507
	Shared Reading Transparency Binder: 25 Selections, Over 200 Transparencies, Lesson Plans, Grade 4						9781602011601
	Writer's Style Guide (5 Copies)						9781602011182
	Student Thesaurus (5 Copies)						9781602011533
Read Aloud Book					9781602011625		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Mondo Publishing	Bookshop Reading Classroom Program, Grade 5	Carmel Crevola; Mark Vineis	2013	5	9781617363290	R	
	<p>Notes: Highly recommend as a <u>resource only</u> for writing and language. 81% alignment to the reading, speaking, and listening CCSS only and 70% overall alignment to the CCSS. The listed copyright dates are 2013 but the materials that were received had copyrights of 2007 and 2008.</p> <p>Key Features: The Bookshop Core Reading Program is taught during a daily 2 ½ hour Literacy Block. Whole group strategies include shared reading and read aloud. Small group strategies may include shared reading, and guided reading. Scope & sequence/pacing charts delineate the lesson sequences and focuses for each instructional strategy. This enables teachers to set out individual instructional pathways based on students' assessed readiness needs. Teachers have ample high-quality resources for teaching at students' appropriate instructional levels, which allows students to take immediate ownership of their learning. <i>Bookshop</i> includes a full battery of correlated assessments. Data from these assessments clarify instructional starting points for each student, and allow for ongoing progress monitoring to inform differentiated instruction. A range of leveled fiction and nonfiction materials in a range of sizes, shapes, and formats is provided for each grade level. Fiction/nonfiction split is approximately 50/50 in each grade. Titles represent over 20 text types.</p>						
	Guided Reading Library (420 Student Bks 6 Copies Of 70 Titles; Lesson Plans)						9781601754226
	Spring, Summer, Autumn, Winter Big Book						9781602011595
	Apollo And Daphne Musical Script 6 Pack/Cd						9781602019287
	Teacher Guide, Grade 5						9781602015746
	Assessment Kit, 3-5						9781602015760
	Infopairs: Paired Nonfiction Articles For Cross-Text Reading, Lesson Plans						9781593369514
	Shared Reading Transparency Binder: 25 Selections, Over 200 Transparencies, Lesson Plans, Grade 5						9781602011618
	Writer's Style Guide (5 Copies)						9781602011182
	Student Thesaurus (5 Copies)						9781602011533
	Read Aloud Book						9781602011632
	E-Book Library Subscription, Gk-5						9781617365324
Narda Pitkethly	Reading English the Nardagani Way Kit (Includes: Sound Map and Guide, Flash Cards Beginner & Advanced)	Narda Pitkethly	2005	K-5	9780977639106	R	
<p>Notes: Recommended as a <u>resource only</u> for writing and language. This program is for specific learners who have phonemic awareness skills and basic letter sound knowledge, but has problems breaking phonic code. Needs to be a visual learner with good memory skills to master the memory code.</p> <p>Key Features: Nardagani teaches the sounds of each letter A-Z. Whenever a letter makes more than one sound it gets a symbol. With 12 symbols it is clear what sound each letter is making. After learning the symbols, then practicing with the Nardagani Practice Book, reading becomes fluid. Readers will make a simple shift to reading English without the symbols.</p>							
Nardagani Bingo					In process		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*					
Zaner-Bloser, Inc.	Grammar, Usage and Mechanics	Zaner-Bloser	2013	2, 3 (2-5)		R					
					Notes: Highly recommend as a <u>resource only</u> for language. Second grade had a 70% alignment to the language CCSS and third grade had a 90% alignment to the language CCSS. As a grammar program, it is an excellent program. Key Features: <i>G.U.M.</i> provides a fresh approach to teach student the grammar, usage, and mechanics skills important for successful writing through self-directed instruction and practice. Each concise, easy-to-follow lesson focuses on one skill that students learn, practice, and apply. Includes diagnostic, formative, and summative assessment options to guide teaching and evaluate student achievement.						
					Student Edition Grade 2		9780736792769				
					Student Edition Grade 3		9780736757379				
					Teacher Edition Grade 2		9780736792776				
Teacher Edition Grade 3	9780736757430										
Zaner-Bloser, Inc.	Grammar, Usage and Mechanics	Zaner-Bloser	2013	4, 5 (2-5)		R					
					Notes: Recommend as a <u>resource only</u> for language. Fourth and fifth grade had a 50% alignment to the language CCSS. As a grammar program, it is an excellent program. Key Features: <i>G.U.M.</i> provides a fresh approach to teach student the grammar, usage, and mechanics skills important for successful writing through self-directed instruction and practice. Each concise, easy-to-follow lesson focuses on one skill that students learn, practice, and apply. Includes diagnostic, formative, and summative assessment options to guide teaching and evaluate student achievement.						
					Student Edition Grade 4		9780736757386				
					Student Edition Grade 5		9780736757393				
					Teacher Edition Grade 4		9780736757447				
Teacher Edition Grade 5	9780736757454										
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*					
Zaner-Bloser, Inc.	Handwriting	Zaner-Bloser	2012	K-5		R					
					Notes: Recommend as a <u>resource only</u> . Key Features: Supports early reading and writing development through print awareness and improved letter recognition. Uses academic language and modeling to teach handwriting, a foundational literacy skill. Encourages ongoing literacy growth to improve written communications through quick, fluent, and legible letter formation.						
					Zaner-Bloser Handwriting 2012-Pupil Edition Grade K		9780736768351				
					Zaner-Bloser Handwriting 2012-Pupil Edition Grade 1		9780736768368				
					Zaner-Bloser Handwriting 2012-Pupil Edition Grade 2M		9780736768375				
					Zaner-Bloser Handwriting 2012-Pupil Edition Grade 2C		9780736768382				
Zaner-Bloser Handwriting 2012-Pupil Edition Grade 3	9780736768399										

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Zaner-Bloser, Inc.	Handwriting (Continued)		2012	K-5		
	Zaner-Bloser Handwriting 2012-Pupil Edition Grade 4				9780736768405	
	Zaner-Bloser Handwriting 2012-Pupil Edition Grade 5				9780736768412	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade K				9780736768474	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade 1				9780736768481	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade 2M				9780736768498	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade 2C				9780736768504	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade 3				9780736768511	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade 4				9780736768528	
	Zaner-Bloser Handwriting 2012-Teacher Edition Grade 5				9780736768535	
Zaner-Bloser, Inc.	Read for Real	Zaner-Bloser	2011	3-5		R
	<p>Notes: Recommend as a <u>resource only</u> for informational text only. Third grade had a 55% alignment to the informational text CCSS, fourth grade had an 85% alignment to the informational text CCSS, and fifth grade had a 40% alignment to the informational text CCSS.</p> <p>Key Features: Help students to transfer reading strategies across the curriculum. High interest science and social studies selections appeal to readers struggling with informational text. Demonstrate comprehension skills by learning strategies for use before, during and after reading. Unlock the meanings of new and unfamiliar words. Gain independence in accessing information and improving test scores by applying strategies and skills to assessments and standardized tests.</p>					
	Student Edition – Level C/Grade 3				9780736773362	
	Student Edition – Level D/Grade 4				9780736773379	
	Student Edition – Level E/Grade 5				9780736773386	
	Teacher Edition – Level C/Grade 3				9780736773300	
	Teacher Edition – Level D/Grade 4				9780736773317	
	Teacher Edition – Level E/Grade 5				9780736773324	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Zaner-Bloser, Inc.	Spelling Connections 2012	Richard Gentry & Zaner-Bloser	2012	K-5		R	
	<p>Notes: Recommend as a <u>resource only</u> for language. Kindergarten had a 20% alignment to the language CCSS, first grade had a 30% alignment to the language CCSS, second grade had a 43% alignment to the language CCSS, third grade had an 8% alignment to the language CCSS, fourth grade had a 50% alignment to the language CCSS, and fifth grade had a 60% alignment to the language CCSS. This is a spelling program. There are very few strands in 3rd grade, which is why the score is low. There is no specific spelling strands. Reviewers were really impressed with it as a spelling program.</p> <p>Key Features: Proficient spelling is a key foundational skill for future academic and vocational success. <i>Spelling Connections</i> provides daily, explicit instruction in spelling patterns and rules. Research-based differentiated word lists are the core of each unit and provide targeted instruction for all students. Meaningful instruction links spelling to higher level thinking skills through word sorts, and connects spelling to phonics/vocabulary, reading, and writing. Includes diagnostic, formative, and summative assessments to monitor progress. Technology tools offer engaging and relevant spelling instruction and practice.</p>						
	Spelling Connections 2012- Pupil Edition , softcover-Grade K						9780736774741
	Spelling Connections 2012- Pupil Edition, softcover-Grade 1						9780736768559
	Spelling Connections 2012- Pupil Edition, hardcover-Grade 2						9780736768610
	Spelling Connections 2012- Pupil Edition, hardcover-Grade 3						9780736768627
	Spelling Connections 2012- Pupil Edition, hardcover-Grade 4						9780736768634
	Spelling Connections 2012- Pupil Edition, hardcover-Grade 5						9780736768641
	Spelling Connections 2012-Teacher Edition-Grade K						9780736774758
	Spelling Connections 2012-Teacher Edition-Grade 1						9780736768726
	Spelling Connections 2012-Teacher Edition-Grade 2						9780736768733
	Spelling Connections 2012-Teacher Edition-Grade 3						9780736768740
	Spelling Connections 2012-Teacher Edition-Grade 4						9780736768757
	Spelling Connections 2012-Teacher Edition-Grade 5						9780736768764
Zaner-Bloser, Inc.	Strategies for Writers 2013	Zaner-Bloser	2013	2-5		R	
	<p>Notes: Highly recommend as a <u>resource only</u> for writing. Second grade had a 100% alignment to the writing CCSS, third grade had a 100% alignment to the writing CCSS, fourth grade had a 90% alignment to the writing CCSS, and fifth grade had an 80% alignment to the writing CCSS.</p> <p>Key Features: <i>Strategies for Writers</i> is a complete writing and grammar program that prepares students to be confident, proficient, and effective 21st century writers, ready for college and/or career. A consistent, straightforward lesson structure begins with genre-specific rubrics and student writing partners who complement teacher instruction and guide students through the writing process. Through six-trait, rubric-based instruction within a writing process approach, students write Narratives, Informative/Explanatory pieces, and Opinions or Arguments. The blend of integrated print and online resources allows teachers to customize lessons and differentiate instruction to meet student needs. Easy-to-use technology tools and games encourage student engagement in writing and grammar.</p>						
Pupil Edition, hardcover-Grade 2					9780736772778		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Zaner-Bloser, Inc.	Strategies for Writers 2013 (Continued)		2013	2-5			
	Pupil Edition, hardcover-Grade 3				9780736772785		
	Pupil Edition, hardcover-Grade 4				9780736772792		
	Pupil Edition, hardcover-Grade 5				9780736772808		
	Teacher Edition-Grade 2				9780736772709		
	Teacher Edition-Grade 3				9780736772716		
	Teacher Edition-Grade 4				9780736772723		
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade K	Dr. Dr. Edward J. Kame'enui, et al.	2008	K (K-5)		Intervention 83% Foundational Skills 96% Material Analysis	
	Notes: Recommended as an intervention program for reading.						
	Key Features:						
	<i>My Sidewalks Early Reading Intervention</i> Key Features include:						
	<ul style="list-style-type: none"> • A focus on the priority skills that are critical for student success • Teacher's Guides that feature explicit, consistent, easy-to-follow lessons • More teacher modeling and feedback, more opportunities for practice, more scaffolding, and more time on task • Progress that is monitored daily, weekly, and at the unit level • Assessments that inform instruction • An acceleration plan that prioritizes skills • Four selections each week, providing an abundance of student reading material • An emphasis on oral language, vocabulary, and concept development • A focus on word-reading strategies • Integrated instruction that meets the needs of English Language Learners • Alignment with <i>Scott Foresman Reading Street</i> or can be used with any other core reading program • 30 weeks of reading intervention, 30 – 45 minutes per day • Small groups of 2 to 5 students • Weekly objectives that focus on the five critical elements of early reading 						
	Early Reading Intervention Program Package (contains the components below with +)						9780328260485
	Student Activity Book, Part 1 +						9780328260508
	Student Activity Book, Part 2 +						9780328260515
	Student Activity Book, Part 3 +						9780328260522
	Student Activity Book, Part 4 +						9780328260539
	Student Activity Book, D'Nealian; Part 1 +						9780328260546
	Student Activity Book, D'Nealian; Part 2 +						9780328260553
	Student Activity Book, D'Nealian; Part 3						9780328260560
	Student Activity Book, D'Nealian; Part 4 +						9780328260577
Teacher's Guide, Part 1 +					9780328260584		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade K (Continued)		2008	K (K-5)		
	Teacher's Guide, Part 2 +				9780328260591	
	Teacher's Guide, Part 3 +				9780328260607	
	Teacher's Guide, Part 4 +				9780328260614	
	Teacher's Resource Package, Volume 1 +				9780328050611	
	Teacher's Resource Package, Volume 2 +				9780328050628	
	Teacher's Resource Package, Volume 3 +				9780328050635	
	Teacher's Resource Package, Volume 4 +				9780328050642	
	Assessment Handbook +				9780328047932	
	Diz Student Storybooks (packages of 6) (01) Diz +				9780328056187	
	Diz Student Storybooks (packages of 6) (02) Can Diz Hit It? +				9780328056194	
	Diz Student Storybooks (packages of 6) (03) Stu It Was Hot! +				9780328056200	
	Diz Student Storybooks (packages of 6) (04) Tim? +				9780328056217	
	Diz Student Storybooks (packages of 6) (05) Bud the Pup +				9780328056224	
	Diz Student Storybooks (packages of 6) (06) A Nut in a Cup +				9780328056231	
	Diz Student Storybooks (packages of 6) (07) Tag is Fun +				9780328056248	
	Diz Student Storybooks (packages of 6) (08) Ham with Jam +				9780328056255	
	Diz Student Storybooks (packages of 6) (09) A Net Cup and Bug +				9780328056262	
	Diz Student Storybooks (packages of 6)(10) The Pup and Bug +				9780328056279	
	Diz Take-Home Storybooks +				9780328048045	
	Game Boards and 2-3 Square Strips (1 set) +				9780328050468	
	Alphabet Cards Package (1 set. Contains Alphabet Cards, D'Nealian Tracing Cards, Ball and Stick Tracing Cards) +				9780328050475	
	Letter and Word Cards Package (1 set) +				9780328050482	
	Picture/Word Cards (1 set) +				9780328050499	
	Write-On/Wipe-Off Cards (package of 6) +				9780328050505	
	Lowercase Letter Tiles (Eng/SP) +				9780328056958	
	Diz the Dinosaur Puppet +				9780328056309	
	My Sidewalks Early Reading Intervention Professional Development DVD +				9780328304066	
Fidelity Measure for Teachers (package of 6) +				9780328273904		
Student Replacement Package (1 each of Student Activity Books 1-4 and Diz Take-Home Storybooks)				9780328261277		
Ball and Stick Replacement Package				9780328355242		
D'Nealian Replacement Package				9780328355259		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 1	Dr. Dr. Edward J. Kame'enui, et al.	2008	1 (K-5)		Intervention 100% Foundational Skills 96% Material Analysis	
	Notes: Highly recommended as an intervention program for reading. Key Features: <ul style="list-style-type: none"> • A focus on the priority skills that are critical for student success • Teacher's Guides that feature explicit, consistent, easy-to-follow lessons • More teacher modeling and feedback, more opportunities for practice, more scaffolding, and more time on task • Progress that is monitored daily, weekly, and at the unit level • Assessments that inform instruction • An acceleration plan that prioritizes skills • Four selections each week, providing an abundance of student reading material • An emphasis on oral language, vocabulary, and concept development • A focus on word-reading strategies • Integrated instruction that meets the needs of English Language Learners • Alignment with <i>Scott Foresman Reading Street</i> or can be used with any other core reading program • 30 weeks of reading intervention, 30 – 45 minutes per day • Small groups of 2 to 5 students • Weekly objectives that focus on the five critical elements of early reading 						
	My Sidewalks Scott Foresman School Package, Grades 1-5, Levels A-E						9780328492817
	Grade 1, Level A Package - Also includes Online Assessment & Student Reader eText (+ indicates part of grade level package)						9780328598908
	Student Reader Volume 1.1 +						9780328452699
	Student Reader Volume 1.2 +						9780328452705
	Student Reader Volume 1.3 +						9780328452712
	Student Reader Volume 1.4 +						9780328452729
	Student Reader Volume 1.5 +						9780328452736
	Teacher's Guide Volume 1.1 +						9780328453399
	Teacher's Guide Volume 1.2 +						9780328453405
	Practice Book +						9780328453634
	Practice Book Teacher's Manual +						9780328453726
	Benchmark Reader Volume 1 +						9780328213979
	Benchmark Reader Volume 2 +						9780328213986
	Benchmark Reader Volume 3 +						9780328213993
	Benchmark Reader Volume 4 +						9780328214006
Benchmark Reader Volume 5 +					9780328214013		
Assessment Book +					9780328213924		
Sound-Spelling Wall Chart +					9780328270811		
Sound-Spelling Cards +					9780328145942		
Tested Vocabulary Cards +					9780328271924		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 1 (Continued)		2008	1		
	Alphabet Cards +				9780328146987	
	Tactile Cards +				9780328212149	
	Lowercase Letter Tiles (Eng/SP) +				9780328056958	
	Write-On/Wipe-Off Cards (package of 6) +				9780328050505	
	Sing with Me Big Book +				9780328476589	
	Sing with Me Audio CDs +				9780328462209	
Student Reader DVD-ROM +				9780328453993		
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 2	Dr. Dr. Edward J. Kame'enui, et al.	2008	2 (K-5)		Intervention 100% Foundational Skills 96% Material Analysis
	Notes: Highly recommended as an intervention program for reading					
	Key Features:					
	<i>My Sidewalks</i> Key Features include:					
	<ul style="list-style-type: none"> • A focus on the priority skills that are critical for student success • Teacher's Guides that feature explicit, consistent, easy-to-follow lessons • More teacher modeling and feedback, more opportunities for practice, more scaffolding, and more time on task • Progress that is monitored daily, weekly, and at the unit level • Assessments that inform instruction • An acceleration plan that prioritizes skills • Four selections each week, providing an abundance of student reading material • An emphasis on oral language, vocabulary, and concept development • A focus on word-reading strategies • Integrated instruction that meets the needs of English Language Learners • Alignment with <i>Scott Foresman Reading Street</i> or can be used with any other core reading program • 30 weeks of reading intervention, 30 – 45 minutes per day • Small groups of 2 to 5 students • Weekly objectives that focus on the five critical elements of early reading 					
	Grade 2, Level B Package - Also includes Online Assessment & Student Reader eText (+ indicates part of grade level package)					
	Student Reader Volume 2.1 +					
	Student Reader Volume 2.2 +					
	Student Reader Volume 2.3 +					
	Student Reader Volume 2.4 +					
	Student Reader Volume 2.5 +					
	Student Reader Volume 2.6 +					
	Teacher's Guide Volume 2.1 +					
	Teacher's Guide Volume 2.2 +					
Practice Book +						
Practice Book Teacher's Manual +						
					9780328598915	
					9780328452743	
					9780328452750	
					9780328452767	
					9780328452774	
					9780328452781	
					9780328452798	
					9780328453412	
					9780328453429	
					9780328453641	
					9780328453733	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*

Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 2 (Continued)	2008	2		
	Benchmark Reader Level A, Volume 1 +			9780328213979	
	Benchmark Reader Level A, Volume 2 +			9780328213986	
	Benchmark Reader Level A, Volume 3 +			9780328213993	
	Benchmark Reader Level A, Volume 4 +			9780328214006	
	Benchmark Reader Level A, Volume 5 +			9780328214013	
	Benchmark Reader Level B, Volume 1 +			9780328214020	
	Benchmark Reader Level B, Volume 2 +			9780328214037	
	Benchmark Reader Level B, Volume 3 +			9780328214044	
	Benchmark Reader Level B, Volume 4 +			9780328214051	
	Benchmark Reader Level B, Volume 5 +			9780328214068	
	Benchmark Reader Level B, Volume 6 +			9780328214075	
	Assessment Book +			9780328213931	
	Sound-Spelling Wall Chart +			9780328270811	
	Sound-Spelling Cards +			9780328145942	
	Tested Vocabulary Cards +			9780328271931	
	Lowercase Letter Tiles (Eng/SP) +			9780328056958	
	Write-On/Wipe-Off Cards (package of 6) +			9780328050505	
	Sing with Me Big Book +			9780328476596	
	Sing with Me Audio CDs +			9780328462216	
Student Reader DVD-ROM +			9780328454006		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 3	Dr. Dr. Edward J. Kame'enui, et al.	2008	3 (K-5)		Intervention 100% Foundational Skills 96% Material Analysis	
	<p>Notes: Highly recommended as an intervention program for reading</p> <p>Key Features:</p> <p><i>My Sidewalks</i> Key Features include:</p> <ul style="list-style-type: none"> • A focus on the priority skills that are critical for student success • Teacher's Guides that feature explicit, consistent, easy-to-follow lessons • More teacher modeling and feedback, more opportunities for practice, more scaffolding, and more time on task • Progress that is monitored daily, weekly, and at the unit level • Assessments that inform instruction • An acceleration plan that prioritizes skills • Four selections each week, providing an abundance of student reading material • An emphasis on oral language, vocabulary, and concept development • A focus on word-reading strategies • Integrated instruction that meets the needs of English Language Learners • Alignment with <i>Scott Foresman Reading Street</i> or can be used with any other core reading program • 30 weeks of reading intervention, 30 – 45 minutes per day • Small groups of 2 to 5 students • Weekly objectives that focus on the five critical elements of early reading 						
	Grade 3, Level C Package - Also includes Online Assessment & Student Reader eText (+ indicates part of grade level package)						9780328598922
	Student Reader Volume 3.1 +						9780328452804
	Student Reader Volume 3.2 +						9780328452811
	Student Reader Volume 3.3 +						9780328452828
	Student Reader Volume 3.4 +						9780328452835
	Student Reader Volume 3.5 +						9780328452842
	Student Reader Volume 3.6 +						9780328452859
	Teacher's Guide Volume 3.1 +						9780328453436
	Teacher's Guide Volume 3.2 +						9780328453443
	Practice Book+						9780328453658
	Practice Book Teacher's Manual +						9780328453740
	Benchmark Reader Level B, Volume 1 +						9780328214020
	Benchmark Reader Level B, Volume 2 +						9780328214037
	Benchmark Reader Level B, Volume 3 +						9780328214044
	Benchmark Reader Level B, Volume 4 +						9780328214051
	Benchmark Reader Level B, Volume 5 +						9780328214068
	Benchmark Reader Level B, Volume 6 +						9780328214075
	Benchmark Reader Level C, Volume 1 +						9780328214082
Benchmark Reader Level C, Volume 2 +					9780328214099		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	

Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 3 (Continued)		2008	3			
	Benchmark Reader Level C, Volume 3+				9780328214105		
	Benchmark Reader Level C, Volume 4+				9780328214112		
	Benchmark Reader Level C, Volume 5+				9780328214129		
	Benchmark Reader Level C, Volume 6 +				9780328214136		
	Assessment Book +				9780328213948		
	Sound-Spelling Wall Chart +				9780328270811		
	Sound-Spelling Cards +				9780328145942		
	Tested Vocabulary Cards +				9780328462452		
	Write-On/Wipe-Off Cards (package of 6) +				9780328271917		
Student Reader DVD-ROM +				9780328454013			
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 4	Dr. Dr. Edward J. Kame'enui, et al.	2008	4 (K-5)		Intervention 100% Foundational Skills 96% Material Analysis	
	Notes: Highly recommended as an intervention program for reading						
	Key Features:						
	<i>My Sidewalks</i> Key Features include:						
	<ul style="list-style-type: none"> • A focus on the priority skills that are critical for student success • Teacher's Guides that feature explicit, consistent, easy-to-follow lessons • More teacher modeling and feedback, more opportunities for practice, more scaffolding, and more time on task • Progress that is monitored daily, weekly, and at the unit level • Assessments that inform instruction • An acceleration plan that prioritizes skills • Four selections each week, providing an abundance of student reading material • An emphasis on oral language, vocabulary, and concept development • A focus on word-reading strategies • Integrated instruction that meets the needs of English Language Learners • Alignment with <i>Scott Foresman Reading Street</i> or can be used with any other core reading program • 30 weeks of reading intervention, 30 – 45 minutes per day • Small groups of 2 to 5 students • Weekly objectives that focus on the five critical elements of early reading 						
	Grade 4, Level D Package - Also includes Online Assessment & Student Reader eText (+ indicates part of grade level package)						9780328598939
	Student Reader, Volume 4.1 +						9780328452866
	Student Reader, Volume 4.2 +						9780328452873
	Student Reader, Volume 4.3 +						9780328452880
	Student Reader, Volume 4.4 +						9780328452897
Student Reader, Volume 4.5 +					9780328452903		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 4 (Continued)		2008	4		
	Student Reader, Volume 4.6 +				9780328452910	
	Teacher's Guide, Volume 4.1 +				9780328453450	
	Teacher's Guide, Volume 4.2 +				9780328453467	
	Practice Book +				9780328453665	
	Practice Book Teacher's Manual +				9780328453757	
	Benchmark Reader Level C, Volume 1 +				9780328214082	
	Benchmark Reader Level C, Volume 2 +				9780328214099	
	Benchmark Reader Level C, Volume 3+				9780328214105	
	Benchmark Reader Level C, Volume 4+				9780328214112	
	Benchmark Reader Level C, Volume 5+				9780328214129	
	Benchmark Reader Level C, Volume 6 +				9780328214136	
	Benchmark Reader Level D, Volume 1 +				9780328214143	
	Benchmark Reader Level D, Volume 2 +				9780328214150	
	Benchmark Reader Level D, Volume 3 +				9780328214167	
	Benchmark Reader Level D, Volume 4 +				9780328214174	
	Benchmark Reader Level D, Volume 5 +				9780328214181	
	Benchmark Reader Level D, Volume 6 +				9780328214198	
	Assessment Book +				9780328213955	
	Tested Vocabulary Cards				9780328462469	
Write-On/Wipe-Off Cards (package of 6) +				9780328271917		
Student Reader DVD-ROM +				9780328454020		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 5	Dr. Dr. Edward J. Kame'enui, et al.	2008	5 (K-5)		Intervention 100% Foundational Skills 96% Material Analysis	
	Notes: Highly recommended as an intervention program for reading Key Features: <i>My Sidewalks</i> Key Features include: <ul style="list-style-type: none"> • A focus on the priority skills that are critical for student success • Teacher's Guides that feature explicit, consistent, easy-to-follow lessons • More teacher modeling and feedback, more opportunities for practice, more scaffolding, and more time on task • Progress that is monitored daily, weekly, and at the unit level • Assessments that inform instruction • An acceleration plan that prioritizes skills • Four selections each week, providing an abundance of student reading material • An emphasis on oral language, vocabulary, and concept development • A focus on word-reading strategies • Integrated instruction that meets the needs of English Language Learners • Alignment with <i>Scott Foresman Reading Street</i> or can be used with any other core reading program • 30 weeks of reading intervention, 30 – 45 minutes per day • Small groups of 2 to 5 students • Weekly objectives that focus on the five critical elements of early reading 						
	Grade 5, Level E Package - Also includes Online Assessment & Student Reader eText (+ indicates part of grade level package)						9780328598946
	Student Reader, Volume 5.1 +						9780328452927
	Student Reader, Volume 5.2 +						9780328452934
	Student Reader, Volume 5.3 +						9780328452941
	Student Reader, Volume 5.4 +						9780328452958
	Student Reader, Volume 5.5 +						9780328452965
	Student Reader, Volume 5.6 +						9780328452972
	Teacher's Guide, Volume 5.1 +						9780328453474
	Teacher's Guide, Volume 5.2 +						9780328453481
	Practice Book +						9780328453672
	Practice Book Teacher's Manual +						9780328453764
	Benchmark Reader Level D, Volume 1 +						9780328214143
	Benchmark Reader Level D, Volume 2 +						9780328214150
	Benchmark Reader Level D, Volume 3 +						9780328214167
	Benchmark Reader Level D, Volume 4 +						9780328214174
	Benchmark Reader Level D, Volume 5 +						9780328214181
	Benchmark Reader Level D, Volume 6 +						9780328214198
	Benchmark Reader Level E, Volume 1 +						9780328214204
Benchmark Reader Level E, Volume 2 +					9780328214211		
Benchmark Reader Level E, Volume 3 +					9780328214228		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	

Pearson Education, Inc., publishing as Scott Foresman	My Sidewalks Early Reading Intervention-Grade 5 (Continued)		2008	5			
	Benchmark Reader Level E, Volume 4 +					9780328214235	
	Benchmark Reader Level E, Volume 5 +					9780328214242	
	Benchmark Reader Level E, Volume 6 +					9780328214259	
	Assessment Book +					9780328213962	
	Tested Vocabulary Cards +					9780328462476	
	Write-On/Wipe-Off Cards (package of 6) +					9780328271917	
	Student Reader DVD-ROM +					9780328454037	
Scholastic Inc.	Scholastic READ 180 Next Generation Stage A	Hasselbring et al	2012	4-5		Intervention 100% Reading	
	Notes: Highly recommended as an intervention program for reading.						
	Key Features:						
	<i>READ 180 Next Generation</i> is a comprehensive system of curriculum, assessment, human capital development, and family engagement tools that empower everyone to contribute to reading success. Designed to meet the needs of students, in Grades 3-6, whose reading achievement is below the proficient level, the system provides individualized and personalized instruction through adaptive instructional software, high-interest literature, whole- and small-group direct instruction in reading and writing skills, and algorithmic grouping support for data-driven differentiation. The core components of the system have been designed to address literacy and language problem areas for intensive, accelerated, and extensive reading instruction.						
	Scholastic READ 180 Next Generation Stage A with 60 Perpetual Student Licenses						978-0-545-36009-8
Scholastic READ 180 Next Generation Stage A with 30 Perpetual Student Licenses					978-0-545-36586-4		
READ 180 NG Stage A rBook (consumable)					978-0-545-31830-3		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Soar to Success Level K Kit©2008	Dr. David Cooper, Dr. David Chard	2008	K (K-5)	9780618946778	Intervention 65% Reading 100% Reading Foundations	
	<p>Notes: Recommended as an intervention program for reading.</p> <p>Key Features: <i>Soar to Success</i> is the research proven solution for students who struggle with reading. Built on solid efficacy studies and on research in best practices, <i>Soar's</i> small group, intensive instruction is powerful, transforming struggling students into strong readers. Instruction is designed to be used with small groups of struggling readers in addition to their core reading program. It is the added dose of intensive support in the five pillars of reading plus writing, that brings struggling students up to grade level. For schools focused on improving student outcomes, <i>Soar to Success</i> motivates even the most reluctant readers with the high-quality, authentic fiction and nonfiction that teachers love to teach and students love to read. The authentic fiction and nonfiction in <i>Soar to Success</i> offers an excellent solution for districts focused on meeting the text complexity requirements of the Common Core Reading Standards, especially when delivered with the scaffolded support built into each day's instruction. These books are also leveled, with reading levels beginning about one year below grade level at the beginning of the program, and progressing to on-level reading. It is this progression, coupled with research-proven instruction that systematically raises expectations on struggling readers to read proficiently at grade level by the end of the program. Throughout the program, strong teaching routines that include intensive scaffolding and gradual release of responsibility, reciprocal teaching, and student reflection through discussion and writing prevails. In this way, student success is built into every lesson. With <i>Soar to Success</i>, built-in assessments enable teachers to understand student instructional needs, to monitor progress, and to make decisions about when to release students.</p>						
	Houghton Mifflin Soar To Success Student Guide Level K						9780618940806
	Houghton Mifflin Soar To Success Teacher's Manual Set of 2 Level K (Includes Volume 1 & 2)						9780618949021
Houghton Mifflin Soar To Success Student Books Level K (30 titles, 1 copy each)					9780618956951		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Soar to Success Level 1 Kit ©2008	Dr. David Cooper, Dr. David Chard	2008	1 (K-5)	9780618946785	Intervention 61% Reading 100% Reading Foundations	
	<p>Notes: Recommended as an intervention program for reading</p> <p>Key Features: <i>Soar to Success</i> is the research proven solution for students who struggle with reading. Built on solid efficacy studies and on research in best practices, <i>Soar's</i> small group, intensive instruction is powerful, transforming struggling students into strong readers. Instruction is designed to be used with small groups of struggling readers in addition to their core reading program. It is the added dose of intensive support in the five pillars of reading plus writing, that brings struggling students up to grade level. For schools focused on improving student outcomes, <i>Soar to Success</i> motivates even the most reluctant readers with the high-quality, authentic fiction and nonfiction that teachers love to teach and students love to read. The authentic fiction and nonfiction in <i>Soar to Success</i> offers an excellent solution for districts focused on meeting the text complexity requirements of the Common Core Reading Standards, especially when delivered with the scaffolded support built into each day's instruction. These books are also leveled, with reading levels beginning about one year below grade level at the beginning of the program, and progressing to on-level reading. It is this progression, coupled with research-proven instruction that systematically raises expectations on struggling readers to read proficiently at grade level by the end of the program. Throughout the program, strong teaching routines that include intensive scaffolding and gradual release of responsibility, reciprocal teaching, and student reflection through discussion and writing prevails. In this way, student success is built into every lesson. With <i>Soar to Success</i>, built-in assessments enable teachers to understand student instructional needs, to monitor progress, and to make decisions about when to release students.</p>						
	Houghton Mifflin Soar To Success Student Guide Level 1						9780618940813
	Houghton Mifflin Soar To Success Teacher's Manual Set of 2 Level 1 (Includes Volume 1 & 2)						9780618949014
Houghton Mifflin Soar To Success Student Book Level 1 (30 titles, 1 copy each)					9780618956968		

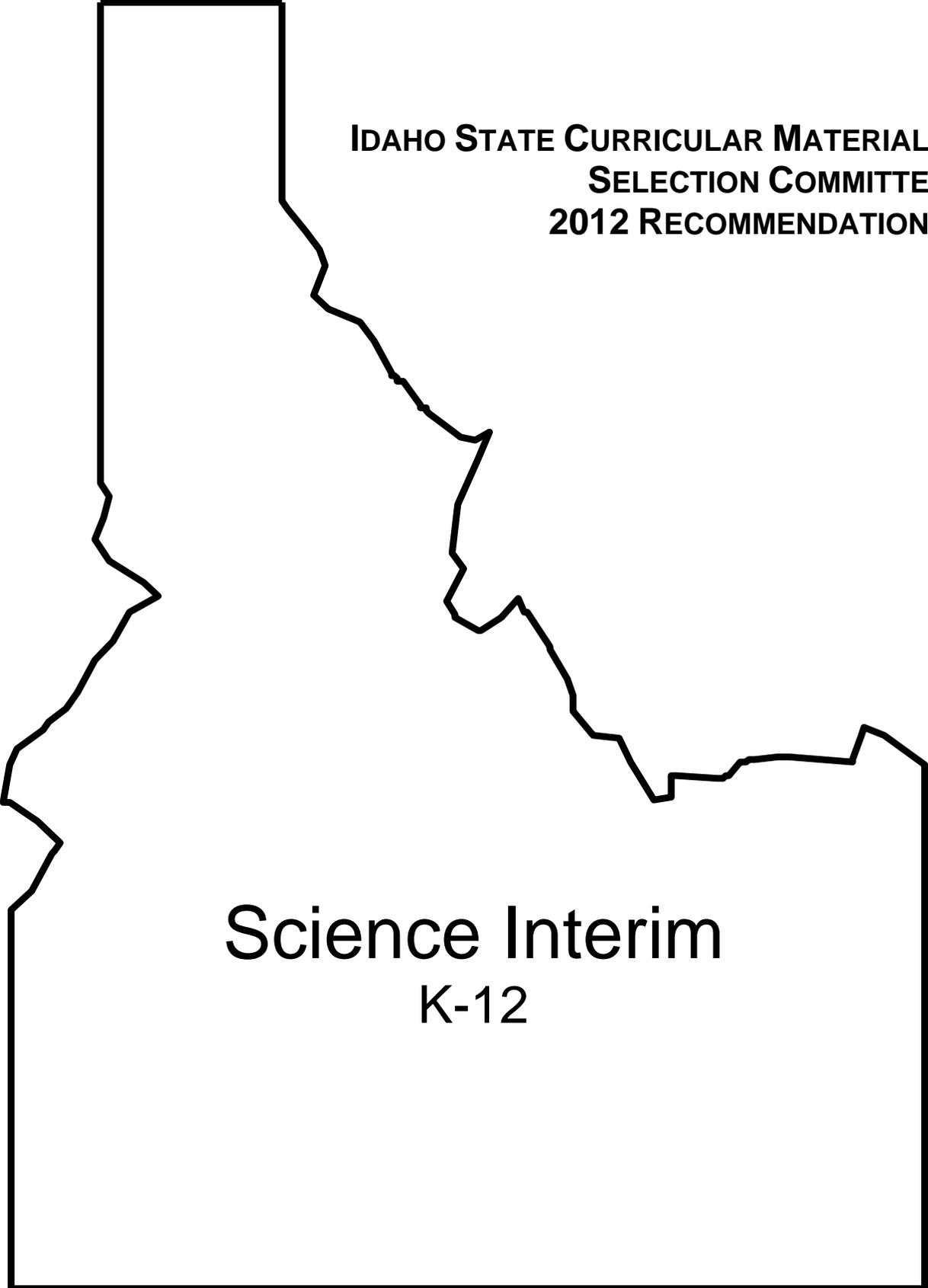
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Soar to Success Level 2 Kit ©2008	Dr. David Cooper, Dr. David Chard	2008	2 (K-5)	9780618946761	Intervention 36% Reading 50% Reading Foundations	
	Notes: Recommended as an intervention program for reading Key Features: <i>Soar to Success</i> is the research proven solution for students who struggle with reading. Built on solid efficacy studies and on research in best practices, <i>Soar's</i> small group, intensive instruction is powerful, transforming struggling students into strong readers. Instruction is designed to be used with small groups of struggling readers in addition to their core reading program. It is the added dose of intensive support in the five pillars of reading plus writing, that brings struggling students up to grade level. For schools focused on improving student outcomes, <i>Soar to Success</i> motivates even the most reluctant readers with the high-quality, authentic fiction and nonfiction that teachers love to teach and students love to read. The authentic fiction and nonfiction in <i>Soar to Success</i> offers an excellent solution for districts focused on meeting the text complexity requirements of the Common Core Reading Standards, especially when delivered with the scaffolded support built into each day's instruction. These books are also leveled, with reading levels beginning about one year below grade level at the beginning of the program, and progressing to on-level reading. It is this progression, coupled with research-proven instruction that systematically raises expectations on struggling readers to read proficiently at grade level by the end of the program.						
	Houghton Mifflin Soar To Success Student Guide Level 2						9780618940837
	Houghton Mifflin Soar To Success Teacher's Manual Set of 2 Level 2 (Includes Volume 1 & 2)						9780618949045
Houghton Mifflin Soar To Success Student Book Level 2 (30 titles, 1 copy each)					9780618956975		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Soar to Success Level 3 Kit ©2008	Dr. David Cooper, Dr. David Chard	2008	3 (K-5)	9780618946792	Intervention 43% Reading 75% Reading Foundations	
	<p>Notes: Recommended as an intervention program for reading</p> <p>Key Features: <i>Soar to Success</i> is the research proven solution for students who struggle with reading. Built on solid efficacy studies and on research in best practices, <i>Soar's</i> small group, intensive instruction is powerful, transforming struggling students into strong readers. Instruction is designed to be used with small groups of struggling readers in addition to their core reading program. It is the added dose of intensive support in the five pillars of reading plus writing, that brings struggling students up to grade level. For schools focused on improving student outcomes, <i>Soar to Success</i> motivates even the most reluctant readers with the high-quality, authentic fiction and nonfiction that teachers love to teach and students love to read.</p> <p>The authentic fiction and nonfiction in <i>Soar to Success</i> offers an excellent solution for districts focused on meeting the text complexity requirements of the Common Core Reading Standards, especially when delivered with the scaffolded support built into each day's instruction. These books are also leveled, with reading levels beginning about one year below grade level at the beginning of the program, and progressing to on-level reading. It is this progression, coupled with research-proven instruction that systematically raises expectations on struggling readers to read proficiently at grade level by the end of the program.</p>						
	Houghton Mifflin Soar To Success Student Guide Level 3						9780618940820
	Houghton Mifflin Soar To Success Teacher's Manual Set of 2 Level 3 (Includes Volume 1 & 2)						9780618949076
Houghton Mifflin Soar To Success Student Book Level 3 (28 titles, 1 copy each)					9780618956999		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Soar to Success Level 4 Kit ©2008	Dr. David Cooper, Dr. David Chard	2008	4 (K-5)	9780618946815	Intervention 66% Reading 100% Reading Foundations	
	Notes: Recommended as an intervention program for reading Key Features: <i>Soar to Success</i> is the research proven solution for students who struggle with reading. Built on solid efficacy studies and on research in best practices, <i>Soar's</i> small group, intensive instruction is powerful, transforming struggling students into strong readers. Instruction is designed to be used with small groups of struggling readers in addition to their core reading program. It is the added dose of intensive support in the five pillars of reading plus writing, that brings struggling students up to grade level. For schools focused on improving student outcomes, <i>Soar to Success</i> motivates even the most reluctant readers with the high-quality, authentic fiction and nonfiction that teachers love to teach and students love to read. The authentic fiction and nonfiction in <i>Soar to Success</i> offers an excellent solution for districts focused on meeting the text complexity requirements of the Common Core Reading Standards, especially when delivered with the scaffolded support built into each day's instruction. These books are also leveled, with reading levels beginning about one year below grade level at the beginning of the program, and progressing to on-level reading. It is this progression, coupled with research-proven instruction that systematically raises expectations on struggling readers to read proficiently at grade level by the end of the program.						
	Houghton Mifflin Soar To Success Student Guide Level 4						9780618940844
	Houghton Mifflin Soar To Success Teacher's Manual Set of 2 Level 4 (Includes Volume 1 & 2)						9780618949069
Houghton Mifflin Soar To Success Student Book Level 4 (28 titles, 1 copy each)					9780618957002		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Soar to Success Level 5 Kit ©2008	Dr. David Cooper, Dr. David Chard	2008	5 (K-5)	9780618946839	Intervention 19% Reading 50% Reading Foundations	
	Notes: Recommended as an intervention program for reading Key Features: <i>Soar to Success</i> is the research proven solution for students who struggle with reading. Built on solid efficacy studies and on research in best practices, <i>Soar's</i> small group, intensive instruction is powerful, transforming struggling students into strong readers. Instruction is designed to be used with small groups of struggling readers in addition to their core reading program. It is the added dose of intensive support in the five pillars of reading plus writing, that brings struggling students up to grade level. For schools focused on improving student outcomes, <i>Soar to Success</i> motivates even the most reluctant readers with the high-quality, authentic fiction and nonfiction that teachers love to teach and students love to read. The authentic fiction and nonfiction in <i>Soar to Success</i> offers an excellent solution for districts focused on meeting the text complexity requirements of the Common Core Reading Standards, especially when delivered with the scaffolded support built into each day's instruction. These books are also leveled, with reading levels beginning about one year below grade level at the beginning of the program, and progressing to on-level reading. It is this progression, coupled with research-proven instruction that systematically raises expectations on struggling readers to read proficiently at grade level by the end of the program.						
	Houghton Mifflin Soar To Success Student Guide Level 5						9780618940851
	Houghton Mifflin Soar To Success Teacher's Manual Set of 2 Level 5 (Includes Volume 1 & 2)						9780618949090
	Houghton Mifflin Soar To Success Student Book Level 5 (28 titles, 1 copy each)						9780618957033
Zaner-Bloser, Inc.	Reaching All Readers Intervention Kits	Zaner-Bloser	2010	K-4		Intervention	
	Notes: Highly recommended as an intervention program for reading foundations. K=58% CCSS Reading Foundations, 1 st =52% CCSS Reading Foundations, 2 nd =45% CCSS Reading Foundations, 3 rd =50% CCSS Reading Foundations, and 4 th =50% CCSS Reading Foundations Key Features: A reading intervention program to support struggling readers. Designed to strategically accelerate students through a simple 3-step process: <ol style="list-style-type: none"> 1. Identify – students needing additional intervention with Zaner-Bloser Benchmark Assessment materials. 2. Accelerate – learning with carefully leveled Intervention Readers. For each Guided Reading Level, there are 10 readers to provide ample practice at each level. 3. Exit – students based on their response to intervention when compared to district benchmarks and/or the instructional expectations of the core reading program. Reaching All Readers includes research-based instruction routines in phonemic awareness, phonics, fluency, vocabulary and comprehension.						
	Reaching All Readers Square Kit-Grade K						9780736768849
	Reaching All Readers Circle Kit-Grade 1						9780736768856
	Reaching All Readers Triangle Kit-Grade 2						9780736768863
	Reaching All Readers Diamond Kit-Grade 3						9780736768870
	Reaching All Readers Pentagon Kit-Grade 4						9780736794671

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Zaner-Bloser, Inc.	Voices Literature and Writing	Zaner-Bloser, et al	2013	K-5		R
	Notes: Recommended as a <u>resource for Character Education only</u> .					
	Key Features:					
	Voices Literature & Writing utilizes Teacher Read-Alouds to enrich literacy instruction and improve academic achievement. This curriculum:					
	<ul style="list-style-type: none"> • Provides equal access to the content of appealing, relevant and culturally diverse literature to all students through Teacher Read-Alouds. 					
	<ul style="list-style-type: none"> • Invites active participation in focused listening, speaking, thinking, and writing activities that strengthen oral language, expand vocabulary, and deepen comprehension. 					
	<ul style="list-style-type: none"> • Improves student writing through minilessons that use models from the literature and build to a culminating process-based writing project. • Within the six Program Themes, a Central Question organizes the read-aloud books and guides writing instruction. The Central Question engages students and facilitates a personal connection to the literature, sparking interest, debate and active participation. 					
Voices Literature and Writing: Complete Set (6 theme packages), Gr K					9780736798716	
Voices Literature and Writing: Complete Set (6 theme packages), Gr 1					9780736798808	
Voices Literature and Writing: Complete Set (6 theme packages), Gr 2					9780736798877	
Voices Literature and Writing: Complete Set (6 theme packages), Gr 3					9780736798945	
Voices Literature and Writing: Complete Set (6 theme packages), Gr 4					9780736799010	
Voices Literature and Writing: Complete Set (6 theme packages), Gr 5					9780736799089	



**IDAHO STATE CURRICULAR MATERIALS
SELECTION COMMITTEE
2012 RECOMMENDATIONS**

**Science Interim
K-12**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Science K-5						
<p>Houghton Mifflin Harcourt School Publishers, a division of Houghton Mifflin Harcourt Publishing Company</p>	<p>Houghton Mifflin Harcourt ScienceFusion Grade K ©2012</p>	<p>Michael Heithaus, Michael DiSpezio, Marjorie Frank</p>	<p>2012</p>	<p>K (K-5)</p>		<p>R</p>
<p>Notes: Recommend as a <u>resource only</u>. 83% ICS, 56% CCSS</p> <p>Key Features: ScienceFusion is a new kind of science program created to meet the needs of today's students and teachers. It is designed to provide students multiple ways to learn and apply a concept or a skill using inquiry. The program helps students develop inquiry skills through curricula created specifically for digital, print, and hands-on environments. Because of the unique, point-of-use interactive nature of the program, critical thinking and conceptual understanding is not limited to a few questions found in a lesson review, but instead, fused into the fabric of the entire program. Students are applying inquiry and problem-solving skills based on their knowledge of the lesson before in their interactive write-in edition, online when completing the unique digital lessons, or in the classroom when involved in hands-on labs and activities. <u>The Interactive Write-In Student Edition</u></p> <ul style="list-style-type: none"> • Teaches students how to relate to content in a personal and meaningful way. • Helps students to be attentive, energetic readers who reach an enduring understanding for science. • Promotes problem solving through self-directed inquiry. • Challenges students to ask questions, think critically, and make informed decisions. • Creates a sense of ownership aiding in the enduring understanding of science. • Becomes a personal record of knowledge and a study guide for end-of-year exams. <p><u>The Teacher Edition</u> Each lesson has a wealth of teaching support including activities, probing questions, misconception alerts, differentiated instruction, and vocabulary support.</p> <ul style="list-style-type: none"> • The Lesson Overview gives you prerequisite knowledge, along with detailed learning goals and supporting concepts for each key topic. • A 5E lesson format walks you through the steps of Engage, Explore, Explain, Extend, and Evaluate. • Classroom organization information and estimated times for each activity help you plan your lessons effectively. <p>The ScienceFusion Interactive Digital Curriculum offers a complete curriculum, separate from the lessons found in the Student Edition, which fully supports inquiry, content knowledge, active learning, and differentiated instruction. It also provides point-of-use printable and editable worksheets to extend, re-teach, and organize information. A complete hands-on activity program with correlated material kits adds an additional level of inquiry and process skills reinforcement.</p>						

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt ScienceFusion Grade K ©2012 (Continued)		2012	K			
	Houghton Mifflin Harcourt ScienceFusion 7-Year Student Edition Print/Online Bundle Grade K (Includes Online Student Interactive Digital Curriculum 7-Year and Student Edition Interactive Worktext)					9780547596211	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 7-Year Grade K					9780547596235	
	Houghton Mifflin Harcourt ScienceFusion 1-Year Student Edition Print/Online Bundle Grade K (Includes Online Student Interactive Digital Curriculum 1-Year and Student Edition Interactive Worktext)					9780547596228	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 1-Year Grade K					9780547596242	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 7-Year Grade K					9780547596259	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 1-Year Grade K					9780547596426	
	Houghton Mifflin Harcourt ScienceFusion Teaching Resource DVD Grade K					9780547594866	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 7-year Grade K (Includes Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart, Teaching Resource DVD, Teacher's Edition, Big Book of Songs and Rhymes, Big Book of Vocabulary, Picture Sorting Cards, Leveled Reader Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547644646	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 1-year Grade K (Includes Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart, Teaching Resource DVD, Teacher's Edition, Big Book of Songs and Rhymes, Big Book of Vocabulary, Picture Sorting Cards, Leveled Reader Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547812670	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 7-Year Grade K (Includes Student Edition Interactive Worktext, Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart, Teaching Resource DVD, Teacher's Edition, Big Book of Songs and Rhymes, Big Book of Vocabulary, Picture Sorting Cards, Leveled Reader Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547644707	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 1-Year Grade K (Includes Student Edition Interactive Worktext, Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart, Teaching Resource DVD, Teacher's Edition, Big Book of Songs and Rhymes, Big Book of Vocabulary, Picture Sorting Cards, Leveled Reader Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547808154	
	Houghton Mifflin Harcourt ScienceFusion Student Edition eTextbook ePub Grade K					9780547776323	
	Houghton Mifflin Harcourt ScienceFusion Inquiry Tool Kit Grades K-5					9780547808000	
	Leveled Reader Deluxe Box (6 Pack) Grade K					9780547834481	
	Songs and Rhymes CD					9780153257704	
	Vocabulary Cards Grade K					9780153610493	
	Inquiry Flipchart Grade K					9780547367965	
	Teacher's Edition Grade K					9780547367958	
	Picture Sorting Cards Grade K					9780547367972	
Big Book of Songs and Rhymes Grade K					9780153432972		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
<p>Houghton Mifflin Harcourt School Publishers, a division of Houghton Mifflin Harcourt Publishing Company</p>	<p>Houghton Mifflin Harcourt ScienceFusion Grade 1 ©2012</p>	<p>Michael Heithaus, Michael DiSpezio, Marjorie Frank</p>	<p>2012</p>	<p>1 (K-5)</p>		<p>R</p>
	<p>Notes: Recommend as a <u>resource only</u>. 85% ICS, 65% CCSS</p> <p>Key Features: ScienceFusion is a new kind of science program created to meet the needs of today's students and teachers. It is designed to provide students multiple ways to learn and apply a concept or a skill using inquiry. The program helps students develop inquiry skills through curricula created specifically for digital, print, and hands-on environments. Because of the unique, point-of-use interactive nature of the program, critical thinking and conceptual understanding is not limited to a few questions found in a lesson review, but instead, fused into the fabric of the entire program. Students are applying inquiry and problem-solving skills based on their knowledge of the lesson before in their interactive write-in edition, online when completing the unique digital lessons, or in the classroom when involved in hands-on labs and activities.</p> <p><u>The Interactive Write-In Student Edition</u></p> <ul style="list-style-type: none"> • Teaches students how to relate to content in a personal and meaningful way. • Helps students to be attentive, energetic readers who reach an enduring understanding for science. • Promotes problem solving through self-directed inquiry. • Challenges students to ask questions, think critically, and make informed decisions. • Creates a sense of ownership aiding in the enduring understanding of science. • Becomes a personal record of knowledge and a study guide for end-of-year exams. <p><u>The Teacher Edition</u> Each lesson has a wealth of teaching support including activities, probing questions, misconception alerts, differentiated instruction, and vocabulary support.</p> <ul style="list-style-type: none"> • The Lesson Overview gives you prerequisite knowledge, along with detailed learning goals and supporting concepts for each key topic. • A 5E lesson format walks you through the steps of Engage, Explore, Explain, Extend, and Evaluate. • Classroom organization information and estimated times for each activity help you plan your lessons effectively. <p>The ScienceFusion Interactive Digital Curriculum offers a complete curriculum, separate from the lessons found in the Student Edition, which fully supports inquiry, content knowledge, active learning, and differentiated instruction. It also provides point-of-use printable and editable worksheets to extend, re-teach, and organize information.</p> <p>A complete hands-on activity program with correlated material kits adds an additional level of inquiry and process skills reinforcement.</p>					<p>Houghton Mifflin Harcourt ScienceFusion 7-Year Student Edition Print/Online Bundle Grade 1 (Includes Online Student Interactive Digital Curriculum 7-Year and Student Edition Interactive Worktext)</p>

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt ScienceFusion Grade 1		2012	1			
	©2012 (Continued)						
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 7-Year Grade 1					9780547596600	
	Houghton Mifflin Harcourt ScienceFusion 1-Year Student Edition Print/Online Bundle Grade 1 (Includes Online Student Interactive Digital Curriculum 1-Year and Student Edition Interactive Worktext)					9780547644608	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 1-Year Grade 1					9780547596587	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 7-Year Grade 1					9780547596310	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 1-Year Grade 1					9780547596358	
	Houghton Mifflin Harcourt ScienceFusion Teaching Resource DVD Grade 1					9780547594859	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 7-Year Grade 1 (Includes Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547645872	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 1-Year Grade 1 (Includes Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547809021	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 7-Year Grade 1 (Includes Online Student Interactive Digital Curriculum 7-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547644622	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 1-Year Grade 1 (Includes Online Student Interactive Digital Curriculum 1-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547808307	
	Houghton Mifflin Harcourt ScienceFusion Student Edition eTextbook ePub Grade 1					9780547783819	
	Houghton Mifflin Harcourt ScienceFusion Inquiry Tool Kit Grades K-5					9780547808000	
	Leveled Readers Deluxe Box (6 Pack) Grade 1					9780547834498	
	Teacher Edition Collection Grade 1					9780547593340	
Inquiry Flipchart 6-Pack Grade 1					9780547592534		
Assessment Guide Grade 1					9780547593111		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
<p>Houghton Mifflin Harcourt School Publishers, a division of Houghton Mifflin Harcourt Publishing Company</p>	<p>Houghton Mifflin Harcourt ScienceFusion Grade 2 ©2012</p>	<p>Michael Heithaus, Michael DiSpezio, Marjorie Frank</p>	<p>2012</p>	<p>2 (K-5)</p>		<p>R</p>
<p>Notes: Recommend as a <u>resource only</u>. 97% ICS, 66% CCSS</p> <p>Key Features: ScienceFusion is a new kind of science program created to meet the needs of today's students and teachers. It is designed to provide students multiple ways to learn and apply a concept or a skill using inquiry. The program helps students develop inquiry skills through curricula created specifically for digital, print, and hands-on environments. Because of the unique, point-of-use interactive nature of the program, critical thinking and conceptual understanding is not limited to a few questions found in a lesson review, but instead, fused into the fabric of the entire program. Students are applying inquiry and problem-solving skills based on their knowledge of the lesson before in their interactive write-in edition, online when completing the unique digital lessons, or in the classroom when involved in hands-on labs and activities.</p> <p><u>The Interactive Write-In Student Edition</u></p> <ul style="list-style-type: none"> • Teaches students how to relate to content in a personal and meaningful way. • Helps students to be attentive, energetic readers who reach an enduring understanding for science. • Promotes problem solving through self-directed inquiry. • Challenges students to ask questions, think critically, and make informed decisions. • Creates a sense of ownership aiding in the enduring understanding of science. • Becomes a personal record of knowledge and a study guide for end-of-year exams. <p><u>The Teacher Edition</u> Each lesson has a wealth of teaching support including activities, probing questions, misconception alerts, differentiated instruction, and vocabulary support.</p> <ul style="list-style-type: none"> • The Lesson Overview gives you prerequisite knowledge, along with detailed learning goals and supporting concepts for each key topic. • A 5E lesson format walks you through the steps of Engage, Explore, Explain, Extend, and Evaluate. • Classroom organization information and estimated times for each activity help you plan your lessons effectively. <p>The ScienceFusion Interactive Digital Curriculum offers a complete curriculum, separate from the lessons found in the Student Edition, which fully supports inquiry, content knowledge, active learning, and differentiated instruction. It also provides point-of-use printable and editable worksheets to extend, re-teach, and organize information.</p> <p>A complete hands-on activity program with correlated material kits adds an additional level of inquiry and process skills reinforcement.</p>						
<p>Houghton Mifflin Harcourt ScienceFusion 7-Year Student Edition Print/Online Bundle Grade 2 (Includes Online Student Interactive Digital Curriculum 7-Year and Student Edition Interactive Worktext)</p>					<p>9780547644769</p>	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt ScienceFusion Grade 2		2012	2		
	©2012 (Continued)					
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 7-Year Grade 2				9780547644264	
	Houghton Mifflin Harcourt ScienceFusion 1-Year Student Edition Print/Online Bundle Grade 2 (Includes Online Student Interactive Digital Curriculum 1-Year and Student Edition Interactive Worktext)				9780547644639	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 1-Year Grade 2				9780547643052	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 7-Year Grade 2				9780547644325	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 1-Year Grade 2				9780547644417	
	Houghton Mifflin Harcourt ScienceFusion Teaching Resource DVD Grade 2				9780547594965	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 7-Year Grade 2 (Includes Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547645889	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 1-Year Grade 2 (Includes Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547808932	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 7-Year Grade 2 (Includes Online Student Interactive Digital Curriculum 7-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547644615	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 1-Year Grade 2 (Includes Online Student Interactive Digital Curriculum 1-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547808314	
	Houghton Mifflin Harcourt ScienceFusion Student Edition eTextbook ePub Grade 2				9780547783826	
	Houghton Mifflin Harcourt ScienceFusion Inquiry Tool Kit Grades K-5				9780547808000	
	Leveled Readers Deluxe Box (6 Pack) Grade 2				9780547834504	
Teacher Edition Collection Grade 2		9780547593272				
Inquiry Flipchart 6-Pack Grade 2		9780547592626				
Assessment Guide Grade 2		9780547593128				

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
<p>Houghton Mifflin Harcourt School Publishers, a division of Houghton Mifflin Harcourt Publishing Company</p>	<p>Houghton Mifflin Harcourt ScienceFusion Grade 3 ©2012</p>	<p>Michael Heithaus, Michael DiSpezio, Marjorie Frank</p>	<p>2012</p>	<p>3 (K-5)</p>		<p>R</p>
<p>Notes: Recommend as a <u>resource only</u>. 85% ICS, 58% CCSS</p> <p>Key Features: ScienceFusion is a new kind of science program created to meet the needs of today's students and teachers. It is designed to provide students multiple ways to learn and apply a concept or a skill using inquiry. The program helps students develop inquiry skills through curricula created specifically for digital, print, and hands-on environments. Because of the unique, point-of-use interactive nature of the program, critical thinking and conceptual understanding is not limited to a few questions found in a lesson review, but instead, fused into the fabric of the entire program. Students are applying inquiry and problem-solving skills based on their knowledge of the lesson before in their interactive write-in edition, online when completing the unique digital lessons, or in the classroom when involved in hands-on labs and activities.</p> <p><u>The Interactive Write-In Student Edition</u></p> <ul style="list-style-type: none"> • Teaches students how to relate to content in a personal and meaningful way. • Helps students to be attentive, energetic readers who reach an enduring understanding for science. • Promotes problem solving through self-directed inquiry. • Challenges students to ask questions, think critically, and make informed decisions. • Creates a sense of ownership aiding in the enduring understanding of science. • Becomes a personal record of knowledge and a study guide for end-of-year exams. <p><u>The Teacher Edition</u> Each lesson has a wealth of teaching support including activities, probing questions, misconception alerts, differentiated instruction, and vocabulary support.</p> <ul style="list-style-type: none"> • The Lesson Overview gives you prerequisite knowledge, along with detailed learning goals and supporting concepts for each key topic. • A 5E lesson format walks you through the steps of Engage, Explore, Explain, Extend, and Evaluate. • Classroom organization information and estimated times for each activity help you plan your lessons effectively. <p>The ScienceFusion Interactive Digital Curriculum offers a complete curriculum, separate from the lessons found in the Student Edition, which fully supports inquiry, content knowledge, active learning, and differentiated instruction. It also provides point-of-use printable and editable worksheets to extend, re-teach, and organize information.</p> <p>A complete hands-on activity program with correlated material kits adds an additional level of inquiry and process skills reinforcement.</p>						
<p>Houghton Mifflin Harcourt ScienceFusion 7-Year Student Edition Print/Online Bundle Grade 3 (Includes Online Student Interactive Digital Curriculum 7-Year and Student Edition Interactive Worktext)</p>					<p>9780547644554</p>	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt ScienceFusion Grade 3 ©2012 (Continued)		2012	3			
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 7-Year Grade 3					9780547644288	
	Houghton Mifflin Harcourt ScienceFusion 1-Year Student Edition Print/Online Bundle Grade 3 (Includes Online Student Interactive Digital Curriculum 1-Year and Student Edition Interactive Worktext)					9780547644660	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 1-Year Grade 3					9780547644226	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 7-Year Grade 3					9780547644332	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 1-Year Grade 3					9780547644424	
	Houghton Mifflin Harcourt ScienceFusion Teaching Resource DVD Grade 3					9780547594941	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 7-Year Grade 3 (Includes Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547645896	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 1-Year Grade 3 (Includes Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547808543	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 7-Year Grade 3 (Includes Online Student Interactive Digital Curriculum 7-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547644578	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 1-Year Grade 3 (Includes Online Student Interactive Digital Curriculum 1-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)					9780547808253	
	Houghton Mifflin Harcourt ScienceFusion Student Edition eTextbook ePub Grade 3					9780547783833	
	Houghton Mifflin Harcourt ScienceFusion Inquiry Tool Kit Grades K-5					9780547808000	
	Leveled Readers Deluxe Box (6 Pack) Grade 3					9780547834511	
	Teacher Edition Collection Grade 3					9780547593203	
	Inquiry Flipchart 6-Pack Grade 3					9780547592657	
Assessment Guide Grade 3					9780547593159		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers, a division of Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt ScienceFusion Grade 4 ©2012	Michael Heithaus, Michael DiSpezio, Marjorie Frank	2012	4 (K-5)		R
	<p>Notes: Recommend as a <u>resource only</u>. 76% ICS, 68% CCSS</p> <p>Key Features: ScienceFusion is a new kind of science program created to meet the needs of today's students and teachers. It is designed to provide students multiple ways to learn and apply a concept or a skill using inquiry. The program helps students develop inquiry skills through curricula created specifically for digital, print, and hands-on environments. Because of the unique, point-of-use interactive nature of the program, critical thinking and conceptual understanding is not limited to a few questions found in a lesson review, but instead, fused into the fabric of the entire program. Students are applying inquiry and problem-solving skills based on their knowledge of the lesson before in their interactive write-in edition, online when completing the unique digital lessons, or in the classroom when involved in hands-on labs and activities.</p> <p><u>The Interactive Write-In Student Edition</u></p> <ul style="list-style-type: none"> • Teaches students how to relate to content in a personal and meaningful way. • Helps students to be attentive, energetic readers who reach an enduring understanding for science. • Promotes problem solving through self-directed inquiry. • Challenges students to ask questions, think critically, and make informed decisions. • Creates a sense of ownership aiding in the enduring understanding of science. • Becomes a personal record of knowledge and a study guide for end-of-year exams. <p><u>The Teacher Edition</u> Each lesson has a wealth of teaching support including activities, probing questions, misconception alerts, differentiated instruction, and vocabulary support.</p> <ul style="list-style-type: none"> • The Lesson Overview gives you prerequisite knowledge, along with detailed learning goals and supporting concepts for each key topic. • A 5E lesson format walks you through the steps of Engage, Explore, Explain, Extend, and Evaluate. • Classroom organization information and estimated times for each activity help you plan your lessons effectively. <p>The ScienceFusion Interactive Digital Curriculum offers a complete curriculum, separate from the lessons found in the Student Edition, which fully supports inquiry, content knowledge, active learning, and differentiated instruction. It also provides point-of-use printable and editable worksheets to extend, re-teach, and organize information.</p> <p>A complete hands-on activity program with correlated material kits adds an additional level of inquiry and process skills reinforcement.</p>					Houghton Mifflin Harcourt ScienceFusion 7-Year Student Edition Print/Online Bundle Grade 4 (Includes Online Student Interactive Digital Curriculum 7-Year and Student Edition Interactive Worktext)

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers	Houghton Mifflin Harcourt ScienceFusion Grade 4 ©2012 (Continued)		2012	4		
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 7-Year Grade 4				9780547644295	
	Houghton Mifflin Harcourt ScienceFusion 1-Year Student Edition Print/Online Bundle Grade 4 (Includes Online Student Interactive Digital Curriculum 1-Year and Student Edition Interactive Worktext)				9780547644691	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 1-Year Grade 4				9780547644233	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 7-Year Grade 4				9780547644349	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 1-Year Grade 4				9780547644431	
	Houghton Mifflin Harcourt ScienceFusion Teaching Resource DVD Grade 4				9780547594989	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 7-Year Grade 4 (Includes Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547645919	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 1-Year Grade 4 (Includes Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547808734	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 7-year Grade 4 (Includes Online Student Interactive Digital Curriculum 7-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547644585	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 1-Year Grade 4 (Includes Online Student Interactive Digital Curriculum 1-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547808178	
	Houghton Mifflin Harcourt ScienceFusion Student Edition eTextbook ePub Grade 4				9780547783840	
	Houghton Mifflin Harcourt ScienceFusion Inquiry Tool Kit Grades K-5				9780547808000	
	Leveled Readers Deluxe Box (6 Pack) Grade 4				9780547834528	
	Teacher Edition Collection Grade 4				9780547593234	
Inquiry Flipchart 6-Pack Grade 4				9780547592688		
Assessment Guide Grade 4				9780547593104		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
<p>Houghton Mifflin Harcourt School Publishers, a division of Houghton Mifflin Harcourt Publishing Company</p>	<p>Houghton Mifflin Harcourt ScienceFusion Grade 5 ©2012</p>	<p>Michael Heithaus, Michael DiSpezio, Marjorie Frank</p>	<p>2012</p>	<p>5 (K-5)</p>		<p>R</p>
<p>Notes: Recommend as a <u>resource only</u>. 100% ICS, 69% CCSS</p> <p>Key Features: ScienceFusion is a new kind of science program created to meet the needs of today's students and teachers. It is designed to provide students multiple ways to learn and apply a concept or a skill using inquiry. The program helps students develop inquiry skills through curricula created specifically for digital, print, and hands-on environments. Because of the unique, point-of-use interactive nature of the program, critical thinking and conceptual understanding is not limited to a few questions found in a lesson review, but instead, fused into the fabric of the entire program. Students are applying inquiry and problem-solving skills based on their knowledge of the lesson before in their interactive write-in edition, online when completing the unique digital lessons, or in the classroom when involved in hands-on labs and activities.</p> <p><u>The Interactive Write-In Student Edition</u></p> <ul style="list-style-type: none"> • Teaches students how to relate to content in a personal and meaningful way. • Helps students to be attentive, energetic readers who reach an enduring understanding for science. • Promotes problem solving through self-directed inquiry. • Challenges students to ask questions, think critically, and make informed decisions. • Creates a sense of ownership aiding in the enduring understanding of science. • Becomes a personal record of knowledge and a study guide for end-of-year exams. <p><u>The Teacher Edition</u> Each lesson has a wealth of teaching support including activities, probing questions, misconception alerts, differentiated instruction, and vocabulary support.</p> <ul style="list-style-type: none"> • The Lesson Overview gives you prerequisite knowledge, along with detailed learning goals and supporting concepts for each key topic. • A 5E lesson format walks you through the steps of Engage, Explore, Explain, Extend, and Evaluate. • Classroom organization information and estimated times for each activity help you plan your lessons effectively. <p>The ScienceFusion Interactive Digital Curriculum offers a complete curriculum, separate from the lessons found in the Student Edition, which fully supports inquiry, content knowledge, active learning, and differentiated instruction. It also provides point-of-use printable and editable worksheets to extend, re-teach, and organize information.</p> <p>A complete hands-on activity program with correlated material kits adds an additional level of inquiry and process skills reinforcement.</p>						
<p>Houghton Mifflin Harcourt ScienceFusion 7-Year Student Edition Print/Online Bundle Grade 5 (Includes Online Student Interactive Digital Curriculum 7-Year and Student Edition Interactive Worktext)</p>					<p>9780547644714</p>	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Houghton Mifflin Harcourt School Publishers,	Houghton Mifflin Harcourt ScienceFusion Grade 5 ©2012 (Continued)		2012	5		
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 7-Year Grade 5				9780547644318	
	Houghton Mifflin Harcourt ScienceFusion 1-Year Student Edition Print/Online Bundle Grade 5 (Includes Online Student Interactive Digital Curriculum 1-Year and Student Edition Interactive Worktext)				9780547644684	
	Houghton Mifflin Harcourt ScienceFusion Online Student Interactive Digital Curriculum 1-Year Grade 5				9780547644257	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 7-Year Grade 5				9780547644387	
	Houghton Mifflin Harcourt ScienceFusion Online Teacher Digital Management Center 1-Year Grade 5				9780547644455	
	Houghton Mifflin Harcourt ScienceFusion Teaching Resource DVD Grade 5				9780547594996	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 7-Year Grade 5 (Includes Online Student Interactive Digital Curriculum 7-Year, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547645926	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution - Digital Curriculum + Hands-On 1-Year Grade 5 (Includes Online Student Interactive Digital Curriculum 1-Year, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547808635	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 7-Year Grade 5 (Includes Online Student Interactive Digital Curriculum 7-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 7-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547644592	
	Houghton Mifflin Harcourt ScienceFusion Classroom Solution with Student Edition 1-Year Grade 5 (Includes Online Student Interactive Digital Curriculum 1-Year, Student Edition Interactive Worktext, Online Teacher Digital Management Center 1-Year, Inquiry Flipchart 6-Pack, Assessment Guide, Teaching Resource DVD, Teacher Edition Collection, Leveled Readers Deluxe Box (6-Pack), Grade Level Equipment Kit)				9780547808239	
	Houghton Mifflin Harcourt ScienceFusion Student Edition eTextbook ePub Grade 5				9780547783857	
	Houghton Mifflin Harcourt ScienceFusion Inquiry Tool Kit Grades K-5				9780547808000	
	Leveled Readers Deluxe Box (6 Pack) Grade 5				9780547834535	
	Teacher Edition Collection Grade 5				9780547593364	
Inquiry Flipchart 6-Pack Grade 5				9780547592701		
Assessment Guide Grade 5				9780547593296		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Science 6-12						
Achieve3000, Inc	eScience3000™ Grades 6-8 (6-Year Subscription/Contract Price)	Achieve3000, Inc	2012	6-8		R
	Notes: Recommend as a <u>resource only</u> . 6 th Grade: 35% ICS, 70% CCSS; 7 th Grade: 85% ICS, 70% CCSS; 8-9 Earth 80% ICS, 64% CCSS; 8-9 Physical: 80% ICS, 70% CCSS. The program needs a search bar. Key Features: eScience3000™ is a core science solution that uniquely combines the expertise of Achieve3000®, the leader in differentiated instruction, and National Geographic Learning, the industry-leading provider of science content. It is an engaging, experiential, differentiated program that changes the game when it comes to science instruction. By making science accessible to all learners, eScience is designed to help meet STEM objectives to move U.S. students from the middle to the top in science achievement over the next decade. eScience is also designed to fulfill all district requirements for core science programs that meet 21st-century educational needs. eScience3000™ is a 100% on-line program designed for individual, unsupervised use.					
	eScience3000™ (6-Year Subscription/Contract Price)-Grade 6					9781938916090
	eScience3000™ (6-Year Subscription/Contract Price)-Grade 7					9781938916106
	eScience3000™ (6-Year Subscription/Contract Price)-Grade 8					9781938916113
	eScience3000™ Teacher Edition (6-Year Subscription/Contract Price)-Grades 6-8					9781938916151
	LevelSet™ Online Assessment Tool (6-Year Subscription/Contract Price)- Grades 6-8					9781938916175
	eScience3000™ (1-Year Pilot Subscription/Annual Renewal Price)-Grade 6					9781938916120
	eScience3000™ (1-Year Pilot Subscription/Annual Renewal Price)-Grade 7					9781938916137
	eScience3000™ (1-Year Pilot Subscription/Annual Renewal Price)-Grade 8					9781938916144
	eScience3000™ Teacher Edition (1-Year Pilot Subscription/Annual Renewal Price)-Grades 6-8					9781938916168
	LevelSet™ Online Assessment Tool (1-Year Pilot Subscription/Annual Renewal Price)-Grades 6-8					9781938916182

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Adaptive Curriculum (Note. Sebit, LLC dba Adaptive Curriculum)	Adaptive Curriculum Science	Adaptive Curriculum	2012	6-12		R
	<p>Notes: Recommend as a <u>resource only</u>. 6th Grade: 82% ICS, 25% CCSS; 7th Grade: 69% ICS, 24% CCSS; 8-9 Earth 60% ICS, 85% CCSS; 8-9 Physical: 67% ICS, 27% CCSS, 9-10 Biology: 83% ICS, 38% CCSS; 11-12 Chemistry 65% ICS, 13% CCSS. The program is a good supplemental resource but not as a main curriculum.</p> <p>Key Features: Adaptive Curriculum Science offers teachers and students access to all released science Activity Objects and Animations. Activity Objects range from 20-45 minutes in length and offer interactive learning experiences and accompanying Activity Sheets and Assessments. Animations range from 1 to 3 minutes and offer a video clip focused on a science concept and an accompanying Question – Answer Sheet. Teachers are provided with access to a student management system, Teacher Guides, English Language Learner Guides, Quick Start Guides, and Video Tutorials. Most instructional content is also available in Spanish.</p>					
	Adaptive Curriculum Science 1-year license (Grade 6 Science)					9781938917073
	Adaptive Curriculum Science 1-year license (Grade 7 Science)					9781938917080
	Adaptive Curriculum Science 1-year license (8th & 9th Grade Earth Science)					9781938917097
	Adaptive Curriculum Science 1-year license (8th & 9th Grade Physical Science)					9781938917103
	Adaptive Curriculum Science 1-year license (9th & 10th Grade Biology)					9781938917110
	Adaptive Curriculum Science 1-year license (11th & 12th Grade Chemistry)					9781938917127

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 6 ©2012	Michael Heithaus, Michael DiSpezio, Marjorie Frank	2012	6 (6-8)		Highly Recommend 99% ICS 100% CCSS 93% Materials Analysis
	<p>Notes: Highly recommended.</p> <p>Key Features: Science Fusion is a K-8 program designed to allow students and teachers complete access to investigation, engineering and design opportunities through three key elements: 1. An interactive write-in student edition, 2. A comprehensive, robust digital curriculum, and 3. A comprehensive hands-on inquiry-based lab program. Science Fusion inquiry expands on the notion that learning objectives and goals are met through only hands-on experiences. Students understand and apply the process and skills of scientific investigation through applications using multiple modalities within the Science Fusion program. Engineering and inquiry skills are applied daily as students interact with concepts presented in the write-in student edition which becomes a record of their predictions, observations, conclusions, and thoughts about the concepts being introduced. Students bolster their inquiry skills by exploring the virtual labs, digital lessons, and video-based projects. These key tools of inquiry are easily accessed through Science Fusion's digital curriculum. In grades 6-8, inquiry lab activities are located in the Lab Manual, (available in print, DVD, and online. DVD and online versions allow easy editing and print options.) This Lab Manual, for each module, contains labs at all 3 levels of inquiry as well as differentiated lab datasheets for each chapter lab. The Lab Manual contains 2 inquiry experiences for every lesson, STEM labs, and as many as three labs at the conclusion of each module. Virtual Labs are an integral component of Science Fusion's digital curriculum. Each Virtual Lab reviews important concepts developed in the previous lessons while providing students with the virtual equipment and investigative procedural structure. Students are encouraged to use the provided print datasheets or they can save/print the Lab Report "captured" while completing the Virtual Lab. A minimum of two virtual labs are available for every unit of grades 6-8.</p>					
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module A: Cells and Heredity Grades 6-8					9780547647791
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module A: Cells and Heredity Grades 6-8					9780547647685
	Holt McDougal ScienceFusion Teacher Edition Module A: Cells and Heredity Grades 6-8					9780547593838
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module A: Cells and Heredity Grades 6-8					9780547595108
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module A: Cells and Heredity Grades 6-8					9780547646206
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module A: Cells and Heredity Grades 6-8					9780547646329
	Holt McDougal ScienceFusion Lab Manual Module A: Cells and Heredity Grades 6-8					9780547592541
	Holt McDougal ScienceFusion Assessment Guide Module A: Cells and Heredity Grades 6-8					9780547593326
Holt McDougal ScienceFusion Student Edition eTextbook ePub Module A Module A: Cells and Heredity Grades 6-8					9780547776330	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 6 ©2012 (Continued)		2012	6		
	Holt McDougal ScienceFusion Consumable Equipment Kit Module A: Cells and Heredity Grades 6-8				9780547594750	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module A: Cells and Heredity Grades 6-8				9780547594903	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module B: The Diversity of Living Things Grades 6-8				9780547647807	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module B: The Diversity of Living Things Grades 6-8				9780547647692	
	Holt McDougal ScienceFusion Teacher Edition Module B: The Diversity of Living Things Grades 6-8				9780547593814	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module B: The Diversity of Living Things Grades 6-8				9780547595061	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module B: The Diversity of Living Things Grades 6-8				9780547646213	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module B: The Diversity of Living Things Grades 6-8				9780547646336	
	Holt McDougal ScienceFusion Lab Manual Module B: The Diversity of Living Things Grades 6-8				9780547592602	
	Holt McDougal ScienceFusion Assessment Guide Module B: The Diversity of Living Things Grades 6-8				9780547593142	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module B Module B: The Diversity of Living Things Grades 6-8				9780547783581	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module B: The Diversity of Living Things Grades 6-8				9780547594095	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module B: The Diversity of Living Things Grades 6-8				9780547594781	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module C: The Human Body Grades 6-8				9780547647814	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module C: The Human Body Grades 6-8				9780547647708	
	Holt McDougal ScienceFusion Teacher Edition Module C: The Human Body Grades 6-8				9780547593852	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module C: The Human Body Grades 6-8				9780547595078	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module C: The Human Body Grades 6-8				9780547646220	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module C: The Human Body Grades 6-8				9780547646343	
	Holt McDougal ScienceFusion Lab Manual Module C: The Human Body Grades 6-8				9780547592633	
	Holt McDougal ScienceFusion Assessment Guide Module C: The Human Body Grades 6-8				9780547593227	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module C Module C: The Human Body Grades 6-8				9780547783598	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module C: The Human Body Grades 6-8				9780547594583	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module C: The Human Body Grades 6-8				9780547594798	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module D: Ecology and the Environment Grades 6-8				9780547647821	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module D: Ecology and the Environment Grades 6-8				9780547647715	
	Holt McDougal ScienceFusion Teacher Edition Module D: Ecology and The Environment Grades 6-8				9780547593807	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module D: Ecology and The Environment Grades 6-8				9780547595139	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module D: Ecology and the Environment Grades 6-8				9780547646237	
Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module D: Ecology and the Environment Grades 6-8				9780547646350		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 6 ©2012 (Continued)		2012	6		
	Holt McDougal ScienceFusion Lab Manual Module D: Ecology and The Environment Grades 6-8				9780547592664	
	Holt McDougal ScienceFusion Assessment Guide Module D: Ecology and The Environment Grades 6-8				9780547593241	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module D Module D: Ecology and The Environment Grades 6-8				9780547844381	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module D: Ecology and The Environment Grades 6-8				9780547594606	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module D: Ecology and The Environment Grades 6-8				9780547594804	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module E: The Dynamic Earth Grades 6-8				9780547647838	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module E: The Dynamic Earth Grades 6-8				9780547647722	
	Holt McDougal ScienceFusion Teacher Edition Module E: The Dynamic Earth Grades 6-8				9780547593876	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module E: The Dynamic Earth Grades 6-8				9780547595054	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module E: The Dynamic Earth Grades 6-8				9780547646251	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module E: The Dynamic Earth Grades 6-8				9780547646367	
	Holt McDougal ScienceFusion Lab Manual Module E: The Dynamic Earth Grades 6-8				9780547593265	
	Holt McDougal ScienceFusion Assessment Guide Module E: The Dynamic Earth Grades 6-8				9780547593173	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module E Module E: The Dynamic Earth Grades 6-8				9780547844398	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module E: The Dynamic Earth Grades 6-8				9780547594613	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module E: The Dynamic Earth Grades 6-8				9780547594811	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module F: Earth's Water and Atmosphere Grades 6-8				9780547647852	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module F: Earth's Water and Atmosphere Grades 6-8				9780547647739	
	Holt McDougal ScienceFusion Teacher Edition Module F: Earth's Water and Atmosphere Grades 6-8				9780547593883	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module F: Earth's Water and Atmosphere Grades 6-8				9780547595153	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module F: Earth's Water and Atmosphere Grades 6-8				9780547646268	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module F: Earth's Water and Atmosphere Grades 6-8				9780547646374	
	Holt McDougal ScienceFusion Lab Manual Module F: Earth's Water and Atmosphere Grades 6-8				9780547592596	
	Holt McDougal ScienceFusion Assessment Guide Module F: Earth's Water and Atmosphere Grades 6-8				9780547593401	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module F Module F: Earth's Water and Atmosphere Grades 6-8				9780547844428	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module F: Earth's Water and Atmosphere Grades 6-8				9780547594637	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module F: Earth's Water and Atmosphere Grades 6-8				9780547594828	
Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module G: Space Science Grades 6-8				9780547647869		
Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module G: Space Science Grades 6-8				9780547647746		
Holt McDougal ScienceFusion Teacher Edition Module G: Space Science Grades 6-8				9780547593777		
Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module G: Space Science Grades 6-8				9780547614212		
Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module G: Space Science Grades 6-8				9780547646275		
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing	Holt McDougal ScienceFusion Grade 6 ©2012 (Continued)		2012	6		
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module G: Space Science Grades 6-8				9780547646381	
	Holt McDougal ScienceFusion Lab Manual Module G: Space Science Grades 6-8				9780547593197	
	Holt McDougal ScienceFusion Assessment Guide Module G: Space Science Grades 6-8				9780547593289	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module G Module G: Space Science Grades 6-8				9780547844435	
Holt McDougal ScienceFusion Consumable Equipment Kit Module G: Space Science Grades 6-8				9780547594644		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Company	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module G: Space Science Grades 6-8				9780547594835		
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module H: Matter and Energy Grades 6-8				9780547647876		
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module H: Matter and Energy Grades 6-8				9780547647753		
	Holt McDougal ScienceFusion Teacher Edition Module H: Matter and Energy Grades 6-8				9780547593821		
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module H: Matter and Energy Grades 6-8				9780547595184		
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module H: Matter and Energy Grades 6-8				9780547646282		
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module H: Matter and Energy Grades 6-8				9780547646398		
	Holt McDougal ScienceFusion Lab Manual Module H: Matter and Energy Grades 6-8				9780547593258		
	Holt McDougal ScienceFusion Assessment Guide Module H: Matter and Energy Grades 6-8				9780547593432		
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module H Module H: Matter and Energy Grades 6-8				9780547844442		
	Holt McDougal ScienceFusion Consumable Equipment Kit Module H: Matter and Energy Grades 6-8				9780547594668		
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module H: Matter and Energy Grades 6-8				9780547594842		
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module I: Motion, Forces, and Energy Grades 6-8				9780547647883		
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module I: Motion, Forces, and Energy Grades 6-8				9780547647760		
	Holt McDougal ScienceFusion Teacher Edition Module I: Motion, Forces, and Energy Grades 6-8				9780547593937		
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module I: Motion, Forces, and Energy Grades 6-8				9780547595283		
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module I: Motion, Forces, and Energy Grades 6-8				9780547646299		
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module I: Motion, Forces, and Energy Grades 6-8				9780547646404		
	Holt McDougal ScienceFusion Lab Manual Module I: Motion, Forces, and Energy Grades 6-8				9780547592619		
	Holt McDougal ScienceFusion Assessment Guide Module I: Motion, Forces, and Energy Grades 6-8				9780547593395		
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module I Module I: Motion, Forces, and Energy Grades 6-8				9780547844459		
	Holt McDougal ScienceFusion Consumable Equipment Kit Module I: Motion, Forces, and Energy Grades 6-8				9780547594675		
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module I: Motion, Forces, and Energy Grades 6-8				9780547594873		
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module J: Sound and Light Grades 6-8				9780547647890		
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module J: Sound and Light Grades 6-8				9780547647777		
	Holt McDougal ScienceFusion Teacher Edition Module J: Sound and Light Grades 6-8				9780547593906		
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module J: Sound and Light Grades 6-8				9780547595269		
	Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 6 ©2012 (Continued)		2012	6		
		Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module J: Sound and Light Grades 6-8				9780547646305	
		Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module J: Sound and Light Grades 6-8				9780547646411	
		Holt McDougal ScienceFusion Lab Manual Module J: Sound and Light Grades 6-8				9780547593210	
		Holt McDougal ScienceFusion Assessment Guide Module J: Sound and Light Grades 6-8				9780547593494	
		Holt McDougal ScienceFusion Student Edition eTextbook ePub Module J Module J: Sound and Light Grades 6-8				9780547844473	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module J: Sound and Light Grades 6-8				9780547594712		
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module J: Sound and Light Grades 6-8				9780547594880		
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module K: Introduction to Science and Technology Grades 6-8				9780547647906		
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module K: Introduction to Science and Technology Grades 6-8				9780547647784		
	Holt McDougal ScienceFusion Teacher Edition Module K: Introduction to Science and Technology Grades 6-8				9780547593944		
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module K: Introduction to Science and Technology Grades 6-8				9780547595313		
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module K: Introduction to Science and Technology Grades 6-8				9780547646312		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module K: Introduction to Science and Technology Grades 6-8				9780547646428	
	Holt McDougal ScienceFusion Lab Manual Module K: Introduction to Science and Technology Grades 6-8				9780547592671	
	Holt McDougal ScienceFusion Assessment Guide Module K: Introduction to Science and Technology Grades 6-8				9780547593500	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module K Module K: Introduction to Science and Technology Grades 6-8				9780547844480	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module K: Introduction to Science and Technology Grades 6-8				9780547594743	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module K: Introduction to Science and Technology Grades 6-8				9780547594897	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 7 ©2012	Michael Heithaus, Michael DiSpezio, Marjorie Frank	2012	7 (6-8)		Highly Recommend 100% ICS 100% CCSS 93% Materials Analysis	
	<p>Notes: Highly recommended.</p> <p>Key Features: Science Fusion is a K-8 program designed to allow students and teachers complete access to investigation, engineering and design opportunities through three key elements: 1. An interactive write-in student edition, 2. A comprehensive, robust digital curriculum, and 3. A comprehensive hands-on inquiry-based lab program. Science Fusion inquiry expands on the notion that learning objectives and goals are met through only hands-on experiences. Students understand and apply the process and skills of scientific investigation through applications using multiple modalities within the Science Fusion program. Engineering and inquiry skills are applied daily as students interact with concepts presented in the write-in student edition which becomes a record of their predictions, observations, conclusions, and thoughts about the concepts being introduced. Students bolster their inquiry skills by exploring the virtual labs, digital lessons, and video-based projects. These key tools of inquiry are easily accessed through Science Fusion’s digital curriculum. In grades 6-8, inquiry lab activities are located in the Lab Manual, (available in print, DVD, and online. DVD and online versions allow easy editing and print options.) This Lab Manual, for each module, contains labs at all 3 levels of inquiry as well as differentiated lab datasheets for each chapter lab. The Lab Manual contains 2 inquiry experiences for every lesson, STEM labs, and as many as three labs at the conclusion of each module. Virtual Labs are an integral component of Science Fusion’s digital curriculum. Each Virtual Lab reviews important concepts developed in the previous lessons while providing students with the virtual equipment and investigative procedural structure. Students are encouraged to use the provided print datasheets or they can save/print the Lab Report “captured” while completing the Virtual Lab. A minimum of two virtual labs are available for every unit of grades 6-8.</p>						
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module A: Cells and Heredity Grades 6-8						9780547647791
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module A: Cells and Heredity Grades 6-8						9780547647685
	Holt McDougal ScienceFusion Teacher Edition Module A: Cells and Heredity Grades 6-8						9780547593838
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module A: Cells and Heredity Grades 6-8						9780547595108
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module A: Cells and Heredity Grades 6-8						9780547646206
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module A: Cells and Heredity Grades 6-8						9780547646329
	Holt McDougal ScienceFusion Lab Manual Module A: Cells and Heredity Grades 6-8						9780547592541
	Holt McDougal ScienceFusion Assessment Guide Module A: Cells and Heredity Grades 6-8						9780547593326
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module A Module A: Cells and Heredity Grades 6-8						9780547776330
	Holt McDougal ScienceFusion Consumable Equipment Kit Module A: Cells and Heredity Grades 6-8						9780547594750
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module A: Cells and Heredity Grades 6-8						9780547594903
	Holt McDougal, a division of Houghton Mifflin Harcourt	Holt McDougal ScienceFusion Grade 7 ©2012 (Continued)		2012	7		
Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module B: The Diversity of Living Things Grades 6-8					9780547647807		
Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module B: The Diversity of Living Things Grades 6-8					9780547647692		
Holt McDougal ScienceFusion Teacher Edition Module B: The Diversity of Living Things Grades 6-8					9780547593814		
Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module B: The Diversity of Living Things Grades 6-8					9780547595061		

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	Holt McDougal ScienceFusion Lab Manual Module K: Introduction to Science and Technology Grades 6-8	9780547592671				
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Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 8 ©2012	Michael Heithaus, Michael DiSpezio, Marjorie Frank	2012	8 (6-8)		Highly Recommend Earth Science: 98% ICS 100% CCSS 93% Materials Analysis Physical Science: 98% ICS 100% CCSS 93% Materials Analysis
	Notes: Highly recommended. Key Features: Science Fusion is a K-8 program designed to allow students and teachers complete access to investigation, engineering and design opportunities through three key elements: 1. An interactive write-in student edition, 2. A comprehensive, robust digital curriculum, and 3. A comprehensive hands-on inquiry-based lab program. Science Fusion inquiry expands on the notion that learning objectives and goals are met through only hands-on experiences. Students understand and apply the process and skills of scientific investigation through applications using multiple modalities within the Science Fusion program. Engineering and inquiry skills are applied daily as students interact with concepts presented in the write-in student edition which becomes a record of their predictions, observations, conclusions, and thoughts about the concepts being introduced. Students bolster their inquiry skills by exploring the virtual labs, digital lessons, and video-based projects. These key tools of inquiry are easily accessed through Science Fusion's digital curriculum. In grades 6-8, inquiry lab activities are located in the Lab Manual, (available in print, DVD, and online. DVD and online versions allow easy editing and print options.) This Lab Manual, for each module, contains labs at all 3 levels of inquiry as well as differentiated lab datasheets for each chapter lab. The Lab Manual contains 2 inquiry experiences for every lesson, STEM labs, and as many as three labs at the conclusion of each module. Virtual Labs are an integral component of Science Fusion's digital curriculum. Each Virtual Lab reviews important concepts developed in the previous lessons while providing students with the virtual equipment and investigative procedural structure. Students are encouraged to use the provided print datasheets or they can save/print the Lab Report "captured" while completing the Virtual Lab. A minimum of two virtual labs are available for every unit of grades 6-8.					
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	Holt McDougal ScienceFusion Lab Manual Module H: Matter and Energy Grades 6-8					9780547593258	
	Holt McDougal ScienceFusion Assessment Guide Module H: Matter and Energy Grades 6-8					9780547593432	

	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module H Module H: Matter and Energy Grades 6-8				9780547844442	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module H: Matter and Energy Grades 6-8				9780547594668	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module H: Matter and Energy Grades 6-8				9780547594842	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module I: Motion, Forces, and Energy Grades 6-8				9780547647883	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module I: Motion, Forces, and Energy Grades 6-8				9780547647760	
	Holt McDougal ScienceFusion Teacher Edition Module I: Motion, Forces, and Energy Grades 6-8				9780547593937	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module I: Motion, Forces, and Energy Grades 6-8				9780547595283	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module I: Motion, Forces, and Energy Grades 6-8				9780547646299	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module I: Motion, Forces, and Energy Grades 6-8				9780547646404	
	Holt McDougal ScienceFusion Lab Manual Module I: Motion, Forces, and Energy Grades 6-8				9780547592619	
	Holt McDougal ScienceFusion Assessment Guide Module I: Motion, Forces, and Energy Grades 6-8				9780547593395	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module I Module I: Motion, Forces, and Energy Grades 6-8				9780547844459	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module I: Motion, Forces, and Energy Grades 6-8				9780547594675	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module I: Motion, Forces, and Energy Grades 6-8				9780547594873	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module J: Sound and Light Grades 6-8				9780547647890	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module J: Sound and Light Grades 6-8				9780547647777	
	Holt McDougal ScienceFusion Teacher Edition Module J: Sound and Light Grades 6-8				9780547593906	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module J: Sound and Light Grades 6-8				9780547595269	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module J: Sound and Light Grades 6-8				9780547646305	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module J: Sound and Light Grades 6-8				9780547646411	
	Holt McDougal ScienceFusion Lab Manual Module J: Sound and Light Grades 6-8				9780547593210	
	Holt McDougal ScienceFusion Assessment Guide Module J: Sound and Light Grades 6-8				9780547593494	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal ScienceFusion Grade 8 ©2012 (Continued)		2012	8		
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module J Module J: Sound and Light Grades 6-8				9780547844473	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module J: Sound and Light Grades 6-8				9780547594712	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module J: Sound and Light Grades 6-8				9780547594880	
	Holt McDougal ScienceFusion 7-Year Student Edition Print/Online Bundle Module K: Introduction to Science and Technology Grades 6-8				9780547647906	
	Holt McDougal ScienceFusion 1-Year Student Edition Print/Online Bundle Module K: Introduction to Science and Technology Grades 6-8				9780547647784	
	Holt McDougal ScienceFusion Teacher Edition Module K: Introduction to Science and Technology Grades 6-8				9780547593944	
	Holt McDougal ScienceFusion Teaching Resources DVD-ROM Module K: Introduction to Science and Technology Grades 6-8				9780547595313	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 7-Year Module K: Introduction to Science and Technology Grades 6-8				9780547646312	
	Holt McDougal ScienceFusion Online Teacher Digital Management Center 1-Year Module K: Introduction to Science and Technology Grades 6-8				9780547646428	
	Holt McDougal ScienceFusion Lab Manual Module K: Introduction to Science and Technology Grades 6-8				9780547592671	
	Holt McDougal ScienceFusion Assessment Guide Module K: Introduction to Science and Technology Grades 6-8				9780547593500	
	Holt McDougal ScienceFusion Student Edition eTextbook ePub Module K Module K: Introduction to Science and Technology Grades 6-8				9780547844480	
	Holt McDougal ScienceFusion Consumable Equipment Kit Module K: Introduction to Science and Technology Grades 6-8				9780547594743	
	Holt McDougal ScienceFusion Non-Consumable Equipment Kit Module K: Introduction to Science and Technology Grades 6-8				9780547594897	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Chemistry							
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Zumdahl, <i>World of Chemistry</i> , 3rd Edition ©2013	Zumdahl, Zumdahl, & DeCoste	2013	9-12		Highly Recommend 93% ICS 83% CCSS 93% Material Analysis	
	<p>Notes: Highly recommended.</p> <p>Key Features: <i>World of Chemistry 3/e</i> develops students' understanding of chemical concepts by using a very accessible format that emphasizes active learning and a strong focus on problem solving. An 'atoms first' approach encourages students to see the relationship between the micro and macro worlds. Students are taught to think at the molecular level and apply their thinking to the real world. This is accomplished by frequently relating chemistry topics to concrete examples in the real world. This style to teaching and learning chemistry is known as the "Zumdahl Approach" defined by: (1) An active learning approach helps students develop an understanding of chemical concepts that can be applied to problem-solving exercises. Learning chemistry is a participatory activity. By engaging students in thinking and solving problems creatively, they can understand the basic concepts of chemistry. (2) Accessible content makes chemistry engaging. Quantitative problems can be solved using first-year algebra skills and scientific calculators. Furthermore, it is important for science texts to be highly readable. Visual-verbal formats engage students and are suited for many different types of learners. (3) Real-world connections emphasize current chemistry applications and help students relate concepts to their lives. <i>World of Chemistry</i> makes science more relevant and applicable to the lives of students and provides connections to current issues concerning our environment.</p> <p><i>World of Chemistry 3/e</i> presents the right balance of concepts and applications with the following NEW features:</p> <ul style="list-style-type: none"> • NEW! Fresh, clean layout streamlines the text with fewer interruptions, less clutter, and includes integration of essential features in the margins. • NEW! Art program refreshed to include updated photos, scientifically accurate and modern illustrations, and new images that enhance understanding of chemical equations. • NEW! Chemistry in Your World boxed features discuss new real-world applications of chemistry to a variety of fields, including science and technology, consumer issues, and history. • NEW! Revised problem-solving support for students includes examples in the text paired with worked-out solutions that demonstrate the reasoning used to solve the problem. • NEW! Revised end-of-chapter questions and problems include more than 30 new visual problems. These questions will help students practice their problem-solving skills even more. • NEW! Complete Labs included at the end of each chapter. 						
	Zumdahl, <i>World of Chemistry</i> , 3rd Edition Student Edition						9781133109655
	Zumdahl, <i>World of Chemistry</i> , 3rd Edition OWL Chemistry Resource Website with E-Book (6-year subscription)						9781133488705
Holt McDougal, a division of Houghton Mifflin	Zumdahl, <i>World of Chemistry</i> , 3rd Edition ©2013 (Continued)		2013	9-12			
	Zumdahl, <i>World of Chemistry</i> , 3rd Edition Teacher's Edition					9781133111757	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Harcourt Publishing Company	Zumda hl, World of Chemistry, 3rd Edition Laboratory Worksheets				9781133110323	
	Zumda hl, World of Chemistry, 3rd Edition Laboratory Experiments				9781133110460	
	Zumda hl, World of Chemistry, 3rd Edition Teacher's Guide for Laboratory Manual				9781133110361	
	Zumda hl, World of Chemistry, 3rd Edition Teacher's Resource DVD				9781133110668	
	Zumda hl, World of Chemistry, 3rd Edition Teacher's Solutions Guide				9781133110453	
	Zumda hl, World of Chemistry, 3rd Edition Chapter Tests				9781133110354	
	Zumda hl, World of Chemistry, 3rd Edition Meeting Individual Needs Toolkit				9781133110170	
	Zumda hl, World of Chemistry, 3rd Edition Spanish Language Audio CD's				9781133110446	
	Zumda hl, World of Chemistry, 3rd Edition English/Spanish Chapter Summaries				9781133110194	
	Zumda hl, World of Chemistry, 3rd Edition Standardized Test Practice with Print Test Bank				9781133112693	
	Zumda hl, World of Chemistry, 3rd Edition Student Activities Worksheets				9781133110200	
	Zumda hl, World of Chemistry, 3rd Edition Transparencies				9781133110477	

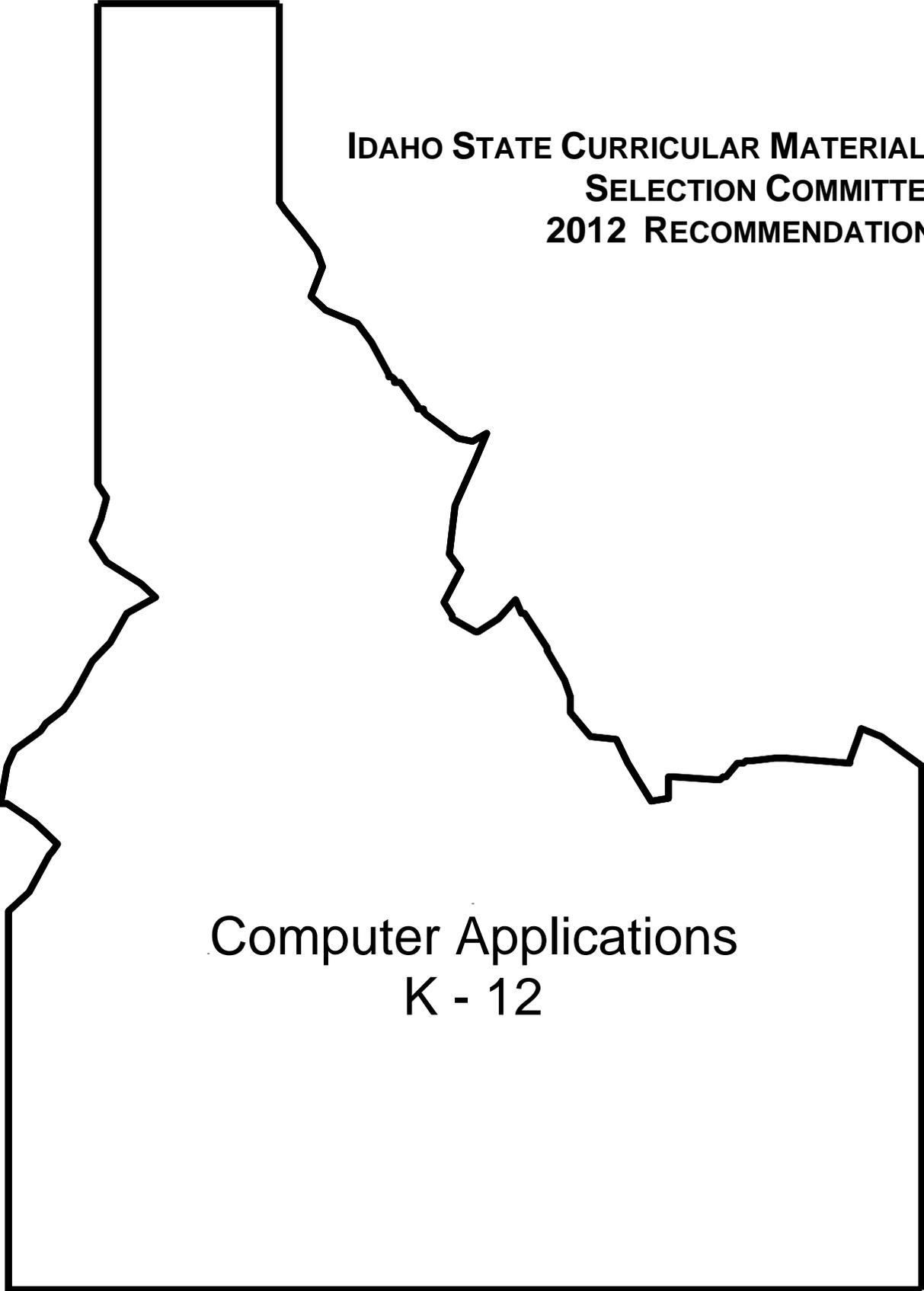
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Modern Chemistry © 2012	Raymond E. Davis, Regina Frey, Mickey Sarquis, Jerry L. Sarquis	2012	9-12		Highly Recommended 99% ICS 90% CCSS 77% Materials Analysis	
	Notes: Highly recommended. Key Features: Holt McDougal's <i>Modern Chemistry</i> ©2012 is a comprehensive, student-friendly secondary-level chemistry program that emphasizes the fundamentals of chemistry and problem-solving, while covering traditional chemistry topics as well as newly emerging topics. The program reflects the philosophy of teaching a smaller number of science concepts with a greater depth of understanding, while addressing the challenges of teachers and students: <ul style="list-style-type: none"> • Accessible Student Edition that facilitates both conceptual and analytical skill development with consistent support for reading and problem solving • Differentiated Instruction Tools that reach a wide range of student abilities and learning styles with Differentiated Instruction strategies in every lesson of the Teacher Edition and the print Interactive Reader for struggling students • Superior problem-solving support to help students master the fundamentals of chemistry problem solving—ongoing support in the Student Edition, Teacher Edition, and online student tools • Highly effective technology tools to engage, motivate, and connect to today's students—hundreds of animations and simulations, virtual labs and investigations, Why It Matters Videos, a variety of vocabulary and concept review games, Solution Tutor, and hand-selected Web links to bring the best of the Internet into the classroom A comprehensive, editable lab program—including STEM and Open-Inquiry labs—offer the flexibility needed to meet your classroom needs.						
	Modern Chemistry Student Edition						9780547586632
	Modern Chemistry Teacher Edition						9780547636344
	Modern Chemistry Interactive Reader						9780547704821
	Modern Chemistry Interactive Reader, Spanish						9780547704838
	Modern Chemistry Student One Stop (DVD)						9780547705033
	Modern Chemistry Basic Interactive Online Edition (1-year subscription)						9780547704807
	Modern Chemistry Basic Interactive Online Edition (7-year subscription)						9780547699004
	Modern Chemistry Basic-to-Premium Upgrade (1-year subscription)						9780547708096
	Modern Chemistry Premium Interactive Online Edition (1-year subscription)						9780547708119
	Modern Chemistry Premium Interactive Online Edition (7-year subscription)						9780547708089
	Modern Chemistry Interactive Reader Answer Key						9780547720593
Modern Chemistry Interactive Reader Answer Key, Spanish					9780547687834		

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Modern Chemistry © 2012		2012	9-12			
	Modern Chemistry Teacher One Stop (DVD)				9780547705040		
	Modern Chemistry Problem-Solving Support (DVD)				9780547704876		
	Modern Chemistry Media Gallery (DVD)				9780547705019		
	Modern Chemistry Why It Matters (Videos; DVD)				9780547705026		
	Modern Chemistry Lab Generator with Virtual Labs (CD)				9780547704845		
Modern Chemistry Student Edition eTextbook ePub				9780547776040			
Forensic Science							
Cengage Learning	Forensic Science: Fundamentals and Investigations 2012 Update	Bertino	2012	9-12	9780538731553	Highly Recommend	
	Notes: Highly recommended. 92% to CCSS but need the IRCD to meet Common Core.						
	Key Features: FORENSIC SCIENCE: FUNDAMENTALS AND INVESTIGATIONS, 2012 UPDATE combines topics from math, chemistry, biology, physics, psychology, and earth science, showing you how all of these topics relate to the success of forensic science. You will investigate the history of real-life crimes, while case studies challenge your thought process. An emphasis on career opportunities teaches you how to prepare for and what to expect with regard to some of today's hottest forensic science careers. FORENSIC SCIENCE: FUNDAMENTALS AND INVESTIGATIONS, 2012 UPDATE sets the standard in the study of forensic science . . . case closed. Introduce popular forensic science with this experiential approach that engages students in active learning with a balance of solid scientific concepts, hands-on lab activities, case studies, and access to the exclusive Gale Forensic Science eCollection™ database.						
	Wraparound Teacher's Edition				9780538494038		
	Instructor's Resource CD				9780538497435		
	ExamView				9780538497442		
eBook, PAC Bundle				9781111874230			
Cengage Learning	Forensic Science: Advanced Investigations	Brown/Davenport	2012	9-12	9780538450898	Highly Recommend	
	Notes: Highly recommended. 92% to CCSS but need the IRCD to meet Common Core. Key Features: FORENSIC SCIENCE: ADVANCED INVESTIGATIONS is part of a comprehensive course offering as a second-level high school course in forensic science, a course area in which students have the opportunity to expand their knowledge of chemistry, biology, physics, earth science, math, and psychology, as well as associate this knowledge with real-life applications. This text builds on concepts introduced in FORENSIC SCIENCE: FUNDAMENTALS & INVESTIGATIONS, as well as introduces additional topics, such as arson and explosions. The Capstone Crime Scene project gives students the opportunity to apply key topics learned throughout the course.						

Cengage Learning	Forensic Science: Advanced Investigations (Continued)		2012	9-12			
	ExamView				9780538450928		
	Instructor's Resource CD				9780538450911		
	Wraparound Teacher's Edition				9780538450904		
eBook, PAC Bundle				9781111746858			
Biology							
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Holt McDougal Biology ©2012	Dr. Stephen Nowicki	2012	9-12		Recommended	
	<p>Notes: Key Features: <i>Holt McDougal Biology</i> ©2012 is a comprehensive high school biology program designed for a general biology class with a wide range of student abilities. The program reflects the philosophy of teaching a smaller number of science concepts with a greater depth of understanding, while addressing the challenges of teachers and students with consistent support for reading and vocabulary, real world relevance, scientific inquiry, and preparation for high-stakes testing. The program emphasizes readability with strong vocabulary and reading support; differentiation to reach the widest range of students; the building of data analysis skills through the flexible lab program; and through exciting online presentation materials for the teacher and student multimedia resources that help bring biology to life. A few of these online resources include hundreds of animations and simulations, Media Gallery multimedia tool for teachers, hundreds of video clips, over 35 virtual labs and investigations, That's Amazing! Video-Based Inquiry Activities designed to engage students while providing scientific method and data analysis practice, a variety of vocabulary and concept review games, and hand-selected Web links to bring the best of the Internet into the classroom. The wealth of materials in the online <i>Interactive Student Edition</i>, which are unique from the textbook, provide a multimodal approach—an alternative path or experience to learning the concepts and vocabulary in each chapter.</p>						
	Holt McDougal Biology Student Edition				9780547586663		
	Holt McDougal Biology Teacher Edition				9780547636337		
	Holt McDougal Biology Student Edition, Spanish				9780547689814		
	Holt McDougal Biology Interactive Reader				9780547687797		
	Holt McDougal Biology Student One Stop (DVD)				9780547687681		
	Holt McDougal Biology Basic Interactive Online Edition (1-year subscription)				9780547727776		
	Holt McDougal Biology Basic Interactive Online Edition (7-year subscription)				9780547727721		
	Holt McDougal Biology Basic-to-Premium Upgrade (1-year subscription)				9780547707921		
	Holt McDougal Biology Premium Interactive Online Edition (1-year subscription)				9780547688466		
	Holt McDougal Biology Premium Interactive Online Edition (7-year subscription)				9780547688442		
	Holt McDougal Biology Interactive Reader Answer Key				9780547687728		
	Holt McDougal Biology Teacher One Stop (DVD)				9780547601236		
	Holt McDougal Biology Media Gallery (DVD)				9780547687827		
	Holt McDougal Biology Lab Generator with Virtual and Video Labs (DVD)				9780547687766		
	Holt McDougal Biology That's Amazing! Video-Based Inquiry (DVD)				9780547687643		
	Holt McDougal Biology Biology Video Clips (DVD)				9780547687780		
	Holt McDougal Biology Dissection Labs (CD-ROM)				9780030932427		
	Holt McDougal Biology Student Edition eTextbook ePub				9780547776033		
Holt McDougal Biology Student Edition eTextbook ePub, Spanish				9780547812649			
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	

Physics						
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Physics © 2012	Raymond A. Serway, Jerry S. Faughn	2012	9-12		Recommended
	<p>Notes: Key Features: Holt McDougal's <i>Physics</i> ©2012 is a comprehensive, student-friendly secondary-level physics program that emphasizes the fundamentals of physics and problem-solving, while covering traditional physics topics as well as newly emerging topics. The program reflects the philosophy of the authors—the importance of the melding together of conceptual physics with problem solving instead of treating them separately to aid student comprehension— while addressing the challenges of teachers and students:</p> <ul style="list-style-type: none"> • Accessible Student Edition that facilitates both conceptual and analytical skill development with consistent support for reading and problem solving • A depth of problem-solving support in the Student Edition, Teacher Edition, and online that reinforces and strengthens the skills necessary to master the fundamentals of physics • Differentiated Instruction tools that reach a wide range of student abilities and learning styles including Differentiated Instruction strategies in every lesson of the Teacher Edition, hundreds of interactive demonstrations that visually illustrate key physics concepts, and Interactive Whiteboard Resources that provide key teaching visuals from each chapter • Highly effective technology tools to engage, motivate, and connect to today's students—hundreds of animations and simulations, virtual labs, Solution Tutor interactive problem-solving support, and hand-selected Web links to bring the best of the Internet into the classroom <p>A comprehensive, editable lab program—including STEM and Open-Inquiry labs—offer the flexibility needed to meet your classroom needs</p>					
	Physics Student Edition					9780547586694
	Physics Teacher Edition					9780547636320
	Physics Basic Interactive Online Edition (1-year subscription)					9780547710594
	Physics Basic Interactive Online Edition (7-year subscription)					9780547713755
	Physics Premium Interactive Online Edition (1-year subscription)					9780547710112
	Physics Premium Interactive Online Edition (7-year subscription)					9780547711133
	Physics Basic-to-Premium Upgrade (1-year subscription)					9780547708270
	Physics Lab Generator (CD)					9780547698434
	Physics Teacher One Stop (DVD)					9780547698793
	Physics Student One Stop (DVD)					9780547698816
	Physics Virtual Investigations (CD-ROM)					9780030998164
	Physics Student Edition eTextbook ePub					9780547776057

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
AP Biology							
Holt McDougal, a division of Houghton Mifflin Harcourt Publishing Company	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition ©2013	Starr, Taggart, Evers, & Starr	2013	9-12		Highly Recommended	
	<p>Notes: Key Features: <i>Biology: The Unity and Diversity of Life</i> meets the new course standards for AP* Biology featuring complete coverage of the “4 big ideas” of the AP* course and developing essential critical thinking, data analysis, and problem-solving skills. Newly integrated AP* content that aligns to the AP* Biology Course redesign includes:</p> <ul style="list-style-type: none"> • Preparing for the AP* Exam breaks down the AP* Biology Exam listing the types of questions with examples and the best strategies for answering them. • AP* Biology Correlation to the AP* Biology Exam lists the topics students are required to know and the page numbers in the text where they are covered. • AP* end-of-chapter multiple-choice questions and AP* end-of-text free-response questions allows students to test their understanding of the material, while practicing for AP* style questioning. <p>The text uses an issues-oriented approach to capture student interest with real-life topics that hit home and encourage students to think critically about hot-button issues. Textbook features include:</p> <ul style="list-style-type: none"> • Clear writing style engages students and makes the material accessible without glossing over the science—even with the most formidable topics. • Real-world Relevance is reflected in the first section of each chapter with an issues-based essay about biological, environmental, or health application of that chapter’s theme. The final section revisits this topic as a reminder of the chapter’s relevance to the real world. • Dynamic art with callouts provides visual overviews of a difficult process or mechanism, illustrated step-by-step in a simple way, and serves as one of the texts most effective means of helping students comprehend concepts. • Data Analysis Exercises get students using real data to solve a problem. This feature helps students read and interpret data while helping them build critical thinking skills. <p>AP* Program support helps teachers and students prepare for the rigor of a college-level course and the new AP* exam.</p>						
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Student Edition (HS AP Edition)						9781111580971
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition CourseMate Premium Website with E-Book						9781133488149
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Instructor’s Resource Manual						9781111579111
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Fast Track to a 5 AP test-prep workbook						9781111581343
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Laboratory Manual (college version)						9780534380250
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Student Interactive Workbook						9781111987008
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition AP Teacher’s Resource Guide						9781111581350
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition PowerLecture DVD-ROM with ExamView Testing						9781111579272
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Instructor’s Manual for the Lab Manual						9780324598360
	Starr/Taggart, Biology: The Unity and Diversity of Life, 13th Edition Test Bank						9781111579128



**IDAHO STATE CURRICULAR MATERIALS
SELECTION COMMITTEE
2012 RECOMMENDATIONS**

Computer Applications
K - 12

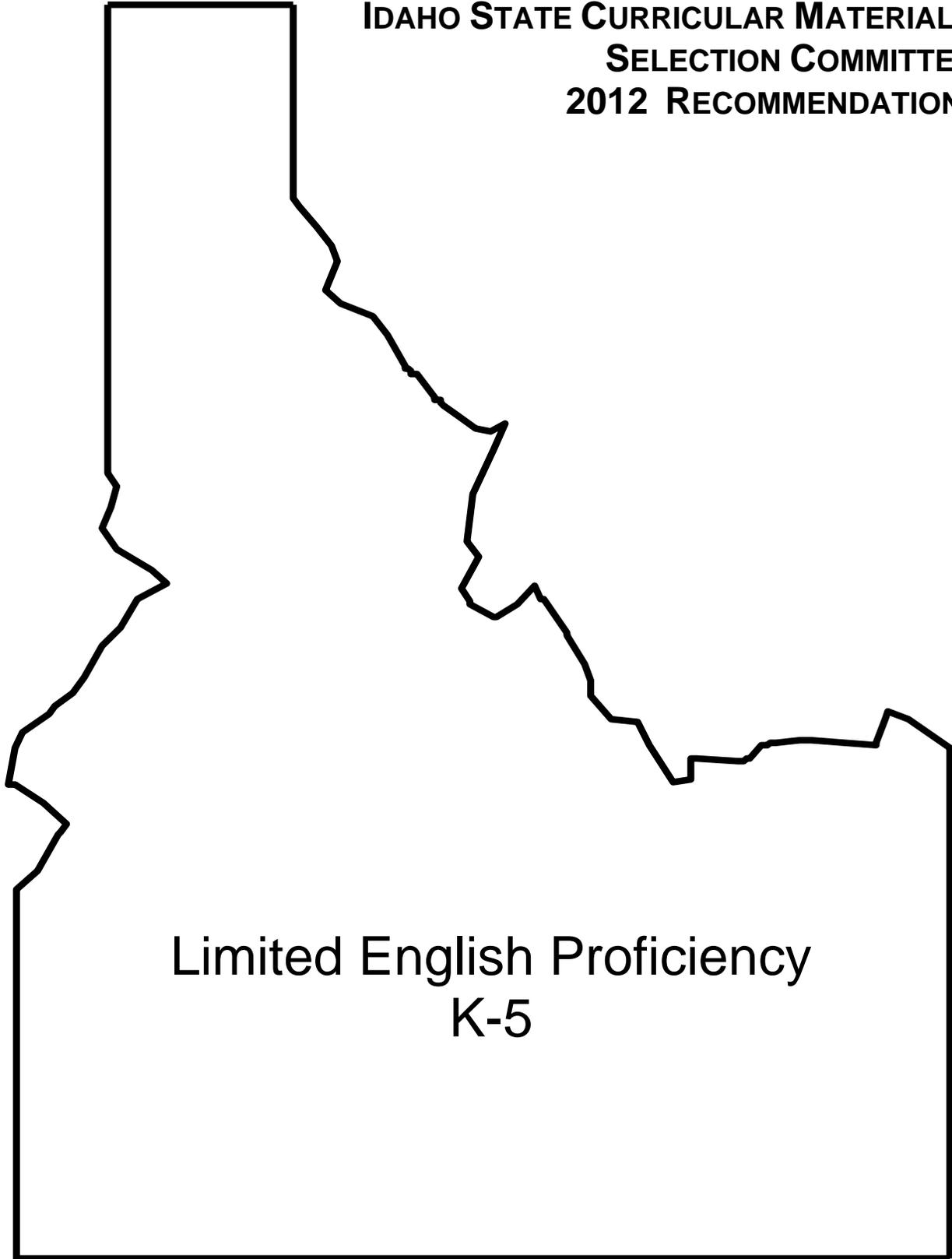
**Computer Applications
K-12**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Cengage Learning	Learning With Computers I	Napier/ Rivers/ Hoggatt	2012	6-8	9780538450706	R	
	Notes: Recommended as a <u>resource only</u> . Key Features: In the new second edition LEARNING WITH COMPUTERS I (Level Green, Grade 7), users are introduced to the Explorer's Club where four young members of the club – Luis, Ray, Julie, and Lin – guide readers on Microsoft Office explorations. Along the way, each person keeps a personal journal about their explorations. The book offers multiple opportunities to reinforce and maintain basic keyboarding, word processing, spreadsheet, presentation, database, graphics, and Internet skills. Users are also introduced to new grade-level appropriate computer skills based on the National Educational Technology Standards (NETS). Additionally, the book emphasizes research, reading, and writing activities relevant to social studies, science, math, and language arts curriculum.						
	eBook, PAC Bundle						9781111667108
	Wraparound Teacher's Edition						9780538450720
	Instructor's Resource CD						9780538450737
ExamView					9780538450959		
Cengage Learning	Learning with Computers II	Napier/ Rivers/ Hoggatt	2012	6-8	9780538450713	R	
	Notes: Recommended as a <u>resource only</u> . Key Features: In the new second edition LEARNING WITH COMPUTERS II, (Level Orange, Grade 8), users are introduced to the Explorer's Club where four young members of the club – Luis, Ray, Julie, and Lin – guide readers on virtual explorations. Along the way, each person keeps a personal journal about their explorations. The book offers multiple opportunities to reinforce and maintain basic keyboarding, word processing, spreadsheet, presentation, database, graphics, and Internet skills. Users are also introduced to new grade-level appropriate computer skills based on the National Educational Technology Standards (NETS). Additionally, the book emphasizes research, reading, and writing activities relevant to social studies, science, math, and language arts curricula.						
	eBook, PAC Bundle						9781111667092
	Wraparound Teacher's Edition						9780538450805
	Instructor's Resource CD						9780538450812
ExamView					9780538450942		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Cengage Learning	Adobe	Keller	2012	9-12	9781111533588	R	
	Notes: Recommended as a <u>resource only</u> . Key Features: Adobe® Creative Suite 5 ACA Certification Preparation: Featuring Dreamweaver, Flash, and Photoshop, part of the Origins Series, provides complete coverage of the Adobe Certified Associate (ACA) standards for the CS5 certification exams for Dreamweaver, Flash, and Photoshop and is also appropriate for use in a course where all three applications are covered. The skills-based, step-by-step approach of this text provides students with the base of knowledge they need to be successful with the software and end-of-lesson activities reinforce the skills and provide hands-on practice within each application. Fully maps to the Adobe Certified Associate (ACA) certification exams for Dreamweaver CS5, Flash CS5, and Photoshop CS5.						
	Instructor Resources						9781111822484

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Cengage Learning	Digital Media	Lake/ May	2013	9-12	9780538741309	R	
	Notes: Key Features: DIGITAL MEDIA, CONCEPTS AND APPLICATIONS, 3E prepares students for the workplace by teaching them to use business-standard software applications to complete projects and solve problems. The non-software-specific approach gives students a strong foundation in the concepts and practices of digital multimedia and allows the text to focus on the more creative end of business technology. All activities cover both Microsoft Office 2010 and Adobe CS 5.5 for Windows 7 (as well as other software). 21st Century Skills feature assists students in developing key soft skills needed for success in the workplace.						
	eBook on CD						9781111426880
	ExamView						9780538494007
	Instructor Resources						9780538497886
Pearson Education Inc., publishing as Prentice Hall	Introduction to Computers and Information Technology Student Edition & CourseSmart Bundle Six One Year Access Codes	Emergent Learning	2011	6-12	9781256362098	Highly Recommended	
	Notes: Key Features: <i>Introduction to Computers and Information Technology</i> teaches essential computer technology concepts and skills. This text helps students build a concrete understanding of how computers work, how various devices and accessories enhance computing and how to use productivity software effectively. The book consists of three principle sections: Computing Fundamentals explores hardware and software basics, input and output devices, storage and operating systems. Applications teaches introductory skills in word processing, spreadsheets, database, presentation programs and multimedia. Communications and Networks covers the latest in communication devices including smart phones and personal digital assistants as well as the network technology they run on. Other features include: <ul style="list-style-type: none"> • Keyboarding Essentials • Step-by-step procedures for Microsoft Office 2010 • End-of-chapter exercises and review • Student CD-ROM includes bonus activities, data files, cross curricular group projects and step-by-step procedures for older versions of Microsoft Office and Google Docs. • A Careers Skills appendix to reinforce employability skills. A 21 st Century Skills appendix that builds critical thinking and communication skills.						

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Pearson Education Inc., publishing as Prentice Hall	Introduction to Computers and Information Technology Student Edition & CourseSmart Bundle Six One Year Access Codes (Continued)		2011	6-12			
	Introduction to Computers and Information Technology Student Edition				9781256050247		
	Introduction to Computers and Information Technology CourseSmart eText Six One Year Access Codes				9781256324201		
Pearson Education Inc., publishing as Prentice Hall	Introduction to Computers and Information Technology Student Workbook	Emergent Learning	2011	6-12	9781256320340	Highly Recommend	
	<p>Notes: Key Features: <i>Introduction to Computers and Information Technology</i> teaches essential computer technology concepts and skills. This text helps students build a concrete understanding of how computers work, how various devices and accessories enhance computing and how to use productivity software effectively. The book consists of three principle sections: Computing Fundamentals explores hardware and software basics, input and output devices, storage and operating systems. Applications teaches introductory skills in word processing, spreadsheets, database, presentation programs and multimedia. Communications and Networks covers the latest in communication devices including smart phones and personal digital assistants as well as the network technology they run on. Other features include:</p> <ul style="list-style-type: none"> • Keyboarding Essentials • Step-by-step procedures for Microsoft Office 2010 • End-of-chapter exercises and review • Student CD-ROM includes bonus activities, data files, cross curricular group projects and step-by-step procedures for older versions of Microsoft Office and Google Docs. • A Careers Skills appendix to reinforce employability skills. <p>A 21st Century Skills appendix that builds critical thinking and communication skills.</p>						
	Introduction to Computers and Information Technology Teacher's Manual with CD-ROM				9781256320357		
	Introduction to Computers and Information Technology ExamView				9781256312734		

**IDAHO STATE CURRICULAR MATERIALS
SELECTION COMMITTEE
2012 RECOMMENDATIONS**



Limited English Proficiency
K-5

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Pearson Education, Inc., publishing as Scott Foresman	Words Their Way™: Word Study in Action with English Learners	Dr. Donald R. Bear, Lori Helman, Marcia Invernizzi, Dr. Shane Templeton and Francine Johnston	2009	K-3		R
	Notes: Recommended as a <u>resource only</u> . Grades 1 and 3 could be used at intervention.					
	Key Features:					
	<i>Words Their Way™: Word Study in Action with English Learners:</i>					
	<ul style="list-style-type: none"> ▪ Builds students' vocabulary, spelling, and word-recognition skills ▪ Provides hands-on learning experience by sorting words and pictures into specific categories such as concepts, letters, syllables, spelling patterns, and sounds ▪ Offers opportunities for individual, small-group, and whole-class instruction ▪ Includes instruction for English learners in regular, bilingual and dual-language programs ▪ Monitors progress and guides instruction with weekly assessments Administer in 15-minute daily lessons					
Classroom Package and Resource Book-Grade K					9781428416727	
Classroom Package and Resource Book-Grade 1					9781428416734	
Classroom Package and Resource Book-Grade 2					9781428416741	
Classroom Package and Resource Book-Grade 3					9781428416758	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade K ©2010	Freeman, Freeman, Gottlieb, et al	2010	K (K-5)	9780547283258	Highly Recommended 87% ICS 93% Material Analysis
	Notes: Highly recommended as an LEP program. Some pieces in the kit have an earlier copyright date, but all pieces are listed in the 2010 package.					
	Key Features:					
	<i>On Our Way to English</i> is a comprehensive program for English language learners designed to improve both language and literacy skills. <i>On Our Way to English</i> is organized around daily instructional routines in oral language, reading, and writing. These predictable routines foster confidence and growth in all language domains. The instructional path leads students through thematic instruction that develops oral language, reading skills, and writing skills, plus differentiated reading instruction that arms students with reading strategies and comprehension skills so they can read independently at their level. <i>On Our Way to English</i> features:					
	<ul style="list-style-type: none"> • A focus on academic language and vocabulary development • Marzano's six-step process for vocabulary acquisition • Thematic, content-based instruction • Differentiated instruction for language and literacy • Daily instructional routine in oral language, reading, and writing • Formative and summative assessment 					
	Because <i>On Our Way to English</i> was designed as a program for English language learners, differentiation for ELs at various stages of proficiency is built in. The Thematic Teacher's Guide includes point-of-use instructions for differentiation during whole group instruction. The Leveled Reading Teacher's Guide and Leveled Readers are specifically written for ELs and include pinpointed leveling to allow teachers to reach students where they are comfortable so they improve at a faster rate.					
On Our Way to English includes an array of print products that provide the visual support that English language learners need as well as a robust digital offering flexibility and ease of use. Digital eBooks (online and on CD-ROM) and the Online Leveled Reader Library include sound and highlighting. The Online Leveled Reader Library allows students at any grade level access to the readers at the appropriate reading level. Additionally, a teacher lesson plan accompanies each reader online.						
Interactive Whiteboard Activities include manipulative interactive posters bring that reinforce language learning and interactive flashcards with matching and multiple choice activities for each set of vocabulary cards.						
The Teacher Resource CD-Rom and the Online Lesson Planner make planning more efficient.						
On Our Way to English Thematic Teacher's Guide Grade K					9781418953775	
On Our Way to English The First Day Of School Big Book Grade K					9781418984885	
On Our Way to English Getting Ready Big Book Grade K					9781418984878	
On Our Way to English Can You Help Me Find My Puppy? Big Book Grade K					9781418984861	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade K ©2010 (Continued)		2010	K		
	On Our Way to English Rice All Day Big Book Grade K				9781418984854	
	On Our Way to English My Rooster Speaks Korean Big Book Grade K				9781418984847	
	On Our Way to English What Are The Seasons Like? Big Book Grade K				9781418984830	
	On Our Way to English When I Grow Up Big Book Grade K				9781418984823	
	On Our Way to English From Here To There Big Book Grade K				9781418984816	
	On Our Way to English The First Day Of School Small Big Book 6pk				9780547282886	
	On Our Way to English Getting Ready Small Big Book 6pk				9780547282893	
	On Our Way to English Can You Help Me Find My Puppy? Small Big Book 6pk				9780547282909	
	On Our Way to English Rice All Day Small Big Book 6pk				9780547282916	
	On Our Way to English My Rooster Speaks Korean Small Big Book 6pk				9780547282923	
	On Our Way to English What Are The Seasons Like? Small Big Book 6pk				9780547282930	
	On Our Way to English When I Grow Up Small Big Book 6pk				9780547282947	
	On Our Way to English From Here To There Small Big Book 6pk				9780547282954	
	On Our Way to English In School Newcomer Book 6pk				9780547286983	
	On Our Way to English In The Park Newcomer Book 6pk				9780547287096	
	On Our Way to English My Body Newcomer Book 6pk				9780547287133	
	On Our Way to English My Clothes Newcomer Book 6pk				9780547287164	
	On Our Way to English Everyone Is Coming Newcomer Book 6pk				9780547287218	
	On Our Way to English Let's Go! Newcomer Book 6pk				9780547287270	
	On Our Way to English My Lunch Newcomer Book 6pk				9780547287294	
	On Our Way to English Dinner Time Newcomer Book 6pk				9780547287317	
	On Our Way to English Babies Newcomer Book 6pk				9780547287379	
	On Our Way to English The Pumpkin Grows Newcomer Book 6pk				9780547287409	
	On Our Way to English Sometimes Newcomer Book 6pk				9780547287430	
	On Our Way to English Riding Newcomer Book 6pk				9780547287461	
	On Our Way to English On A Log Newcomer Book 6pk				9780547287485	
	On Our Way to English On The Farm Newcomer Book 6pk				9780547287669	
	On Our Way to English Weather Newcomer Book 6pk				9780547287690	
	On Our Way to English From Day To Night Newcomer Book 6pk				9780547287720	
	On Our Way to English Academic Language Builders Grade K				9780547282428	
	On Our Way to English Chant Poster Kit Grade K				9780547285474	
	On Our Way to English Comprehension Organizer Posters Grade K				9780547258003	
	On Our Way to English Phonics Song Charts Grade K				9781418985172	
	On Our Way to English Phonics Practice Kit Grade K				9780547273396	
	On Our Way to English Vocabulary Cards Grade K				9781418986476	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade K				9781418985059	
	On Our Way to English Standardized Test Practice Masters Grade K				9781418985233	
	On Our Way to English Unit Progress Tests Grade K				9781418985301	
On Our Way to English Writing Resource Guide Grade K				9781418985417		
On Our Way to English Big Books Audio CD Grade K				9781418984649		
On Our Way to English Oral Language Audio CD Grade K				9781418984632		
On Our Way to English Phonics Audio CD Grade K				9781418984656		
On Our Way to English Big Book eBooks CD-ROM Grade K				9781418981648		
On Our Way to English Big Book eBooks Online Grade K				9780547278919		
On Our Way to English Interactive Language and Phonics CD-ROM Grade K				9781418981778		
On Our Way to English Teacher's Resource CD-ROM Grade K				9780547289748		
On Our Way to English Online Lesson Planner Grade K				9780547287089		
Specialized	On Our Way to English Grade K ©2010 (Continued)		2010	K		
	On Our Way to English Leveled Reading Teacher's Guide Grade K				9781418985110	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Where Is The Cat? Leveled Reader 6pk				9780547280578	
	On Our Way to English My Car Leveled Reader 6pk				9780547280479	
	On Our Way to English Go, Go, Go! Leveled Reader 6pk				9780547280493	
	On Our Way to English My New School Leveled Reader 6pk				9780547280677	
	On Our Way to English Circles Everywhere Leveled Reader 6pk				9780547280721	
	On Our Way to English Can You See The Wagon? Leveled Reader 6pk				9780547280745	
	On Our Way to English The Monkey Leveled Reader 6pk				9780547280486	
	On Our Way to English The Forest Leveled Reader 6pk				9780547280622	
	On Our Way to English The Red Balloons Leveled Reader 6pk				9780547280820	
	On Our Way to English Here It Is! Leveled Reader 6pk				9780547280684	
	On Our Way to English My Home Leveled Reader 6pk				9780547280783	
	On Our Way to English Bananas On My Table Leveled Reader 6pk				9780547280905	
	On Our Way to English How Many Hats? Leveled Reader 6pk				9780547280929	
	On Our Way to English What Do You See? Leveled Reader 6pk				9780547280851	
	On Our Way to English I Push, I Pull Leveled Reader 6pk				9780547280899	
	On Our Way to English All Kinds Of Babies Leveled Reader 6pk				9780547280776	
	On Our Way to English Time To Go Leveled Reader 6pk				9780547281001	
	On Our Way to English Chico Leveled Reader 6pk				9780547281063	
	On Our Way to English What Is It Like Today? Leveled Reader 6pk				9780547281049	
	On Our Way to English Kids Can Be Safe! Leveled Reader 6pk				9780547280998	
	On Our Way to English Fun Days! Leveled Reader 6pk				9780547281025	
	On Our Way to English 2,4,6,8, Legs Leveled Reader 6pk				9780547280943	
	On Our Way to English I Have Five Senses Leveled Reader 6pk				9780547280967	
	On Our Way to English Animals Go Home Leveled Reader 6pk				9780547281032	
	On Our Way to English Reading Strategy Cards Grade K				9781418986414	
	On Our Way to English ELL Assessment Kit: Primary Grade K-2				9781418923723	
	On Our Way to English Thematic Units Strand Grade K (Includes Thematic Teacher's Guide, Newcomer Books, Vocabulary Cards, Academic Language Builders, Chant Posters, Concept Posters, Academic Discussion Strategy Poster, Comprehension Organizer Posters, Shared Writing Cards, Phonics Song Charts, Big Books, Student Anthology, Phonics Audio CD, Big Books Audio CD, Oral Language Audio CD, Skills Masters, Writing Resource Guide, Unit Progress Tests, Standardized Test Practice Masters) <i>All titles in this Strand are included in Complete Package.</i>				9780547285641	
	On Our Way to English Thematic Teacher's Guide Grade K				9781418953775	
	On Our Way to English The First Day Of School Big Book Grade K				9781418984885	
	On Our Way to English Getting Ready Big Book Grade K				9781418984878	
	On Our Way to English Can You Help Me Find My Puppy? Big Book Grade K				9781418984861	
	On Our Way to English Rice All Day Big Book Grade K				9781418984854	
	On Our Way to English My Rooster Speaks Korean Big Book Grade K				9781418984847	
On Our Way to English What Are The Seasons Like? Big Book Grade K				9781418984830		
On Our Way to English When I Grow Up Big Book Grade K				9781418984823		
On Our Way to English From Here To There Big Book Grade K				9781418984816		
On Our Way to English The First Day Of School Small Big Book 6pk				9780547282886		
On Our Way to English Getting Ready Small Big Book 6pk				9780547282893		
On Our Way to English Can You Help Me Find My Puppy? Small Big Book 6pk				9780547282909		
On Our Way to English Rice All Day Small Big Book 6pk				9780547282916		
On Our Way to English My Rooster Speaks Korean Small Big Book 6pk				9780547282923		
On Our Way to English What Are The Seasons Like? Small Big Book 6pk				9780547282930		
Specialized Curriculum Group, a division	On Our Way to English Grade K ©2010 (Continued)		2010	K		
	On Our Way to English When I Grow Up Small Big Book 6pk				9780547282947	
	On Our Way to English From Here To There Small Big Book 6pk				9780547282954	
	On Our Way to English In School Newcomer Book 6pk				9780547286983	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
of Houghton Mifflin Harcourt Publishing Company	On Our Way to English In The Park Newcomer Book 6pk				9780547287096	
	On Our Way to English My Body Newcomer Book 6pk				9780547287133	
	On Our Way to English My Clothes Newcomer Book 6pk				9780547287164	
	On Our Way to English Everyone Is Coming Newcomer Book 6pk				9780547287218	
	On Our Way to English Let's Go! Newcomer Book 6pk				9780547287270	
	On Our Way to English My Lunch Newcomer Book 6pk				9780547287294	
	On Our Way to English Dinner Time Newcomer Book 6pk				9780547287317	
	On Our Way to English Babies Newcomer Book 6pk				9780547287379	
	On Our Way to English The Pumpkin Grows Newcomer Book 6pk				9780547287409	
	On Our Way to English Sometimes Newcomer Book 6pk				9780547287430	
	On Our Way to English Riding Newcomer Book 6pk				9780547287461	
	On Our Way to English On A Log Newcomer Book 6pk				9780547287485	
	On Our Way to English On The Farm Newcomer Book 6pk				9780547287669	
	On Our Way to English Weather Newcomer Book 6pk				9780547287690	
	On Our Way to English From Day To Night Newcomer Book 6pk				9780547287720	
	On Our Way to English Academic Language Builders Grade K				9780547282428	
	On Our Way to English Chant Poster Kit Grade K				9780547285474	
	On Our Way to English Comprehension Organizer Posters Grade K				9780547258003	
	On Our Way to English Phonics Song Charts Grade K				9781418985172	
	On Our Way to English Phonics Practice Kit Grade K				9780547273396	
	On Our Way to English Vocabulary Cards Grade K				9781418986476	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade K				9781418985059	
	On Our Way to English Standardized Test Practice Masters Grade K				9781418985233	
	On Our Way to English Unit Progress Tests Grade K				9781418985301	
	On Our Way to English Writing Resource Guide Grade K				9781418985417	
	On Our Way to English Big Books Audio CD Grade K				9781418984649	
	On Our Way to English Oral Language Audio CD Grade K				9781418984632	
	On Our Way to English Phonics Audio CD Grade K				9781418984656	
	On Our Way to English Big Book eBooks CD-ROM Grade K				9781418981648	
	On Our Way to English Big Book eBooks Online Grade K				9780547278919	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade K				9781418981778	
	On Our Way to English Teacher's Resource CD-ROM Grade K				9780547289748	
	On Our Way to English Online Lesson Planner Grade K				9780547287089	
	On Our Way to English Oral Language Development Strand Grade K (Includes Thematic Teacher's Guide, Newcomer Books, Vocabulary Cards, Academic Language Builders, Chant Posters, Concept Posters, Academic Discussion Strategy Poster, Oral Language Audio CD, Skills Masters, Assessment Handbook) <i>All titles in this Strand are included in Complete Package.</i>				9780547283593	
	On Our Way to English Thematic Teacher's Guide Grade K				9781418953775	
	On Our Way to English In School Newcomer Book 6pk				9780547286983	
	On Our Way to English In The Park Newcomer Book 6pk				9780547287096	
	On Our Way to English My Body Newcomer Book 6pk				9780547287133	
	On Our Way to English My Clothes Newcomer Book 6pk				9780547287164	
On Our Way to English Everyone Is Coming Newcomer Book 6pk				9780547287218		
On Our Way to English Let's Go! Newcomer Book 6pk				9780547287270		
On Our Way to English My Lunch Newcomer Book 6pk				9780547287294		
Specialized Curriculum Group, a division of Houghton	On Our Way to English Grade K ©2010 (Continued)		2010	K		
	On Our Way to English Dinner Time Newcomer Book 6pk				9780547287317	
	On Our Way to English Babies Newcomer Book 6pk				9780547287379	
	On Our Way to English The Pumpkin Grows Newcomer Book 6pk				9780547287409	
	On Our Way to English Sometimes Newcomer Book 6pk				9780547287430	
	On Our Way to English Riding Newcomer Book 6pk				9780547287461	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Mifflin Harcourt Publishing Company	On Our Way to English On A Log Newcomer Book 6pk				9780547287485	
	On Our Way to English On The Farm Newcomer Book 6pk				9780547287669	
	On Our Way to English Weather Newcomer Book 6pk				9780547287690	
	On Our Way to English From Day To Night Newcomer Book 6pk				9780547287720	
	On Our Way to English Academic Language Builders Grade K				9780547282428	
	On Our Way to English Chant Poster Kit Grade K				9780547285474	
	On Our Way to English Vocabulary Cards Grade K				9781418986476	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade K				9781418985059	
	On Our Way to English Oral Language Audio CD Grade K				9781418984632	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade K				9781418981778	
	On Our Way to English Differentiated Reading Instruction Strand Grade K (Includes Leveled Reading Teacher's Guide, Leveled Readers, Reading Strategy Cards, ELL Assessment Kit: Elementary) <i>All titles in this Strand are included in Complete Package.</i>				9780547283456	
	On Our Way to English Leveled Reading Teacher's Guide Grade K				9781418985110	
	On Our Way to English Where Is The Cat? Leveled Reader 6pk				9780547280578	
	On Our Way to English My Car Leveled Reader 6pk				9780547280479	
	On Our Way to English Go, Go, Go! Leveled Reader 6pk				9780547280493	
	On Our Way to English My New School Leveled Reader 6pk				9780547280677	
	On Our Way to English Circles Everywhere Leveled Reader 6pk				9780547280721	
	On Our Way to English Can You See The Wagon? Leveled Reader 6pk				9780547280745	
	On Our Way to English The Monkey Leveled Reader 6pk				9780547280486	
	On Our Way to English The Forest Leveled Reader 6pk				9780547280622	
	On Our Way to English The Red Balloons Leveled Reader 6pk				9780547280820	
	On Our Way to English Here It Is! Leveled Reader 6pk				9780547280684	
	On Our Way to English My Home Leveled Reader 6pk				9780547280783	
	On Our Way to English Bananas On My Table Leveled Reader 6pk				9780547280905	
	On Our Way to English How Many Hats? Leveled Reader 6pk				9780547280929	
	On Our Way to English What Do You See? Leveled Reader 6pk				9780547280851	
	On Our Way to English I Push, I Pull Leveled Reader 6pk				9780547280899	
	On Our Way to English All Kinds Of Babies Leveled Reader 6pk				9780547280776	
	On Our Way to English Time To Go Leveled Reader 6pk				9780547281001	
	On Our Way to English Chico Leveled Reader 6pk				9780547281063	
	On Our Way to English What Is It Like Today? Leveled Reader 6pk				9780547281049	
	On Our Way to English Kids Can Be Safe! Leveled Reader 6pk				9780547280998	
	On Our Way to English Fun Days! Leveled Reader 6pk				9780547281025	
On Our Way to English 2,4,6,8, Legs Leveled Reader 6pk				9780547280943		
On Our Way to English I Have Five Senses Leveled Reader 6pk				9780547280967		
On Our Way to English Animals Go Home Leveled Reader 6pk				9780547281032		
On Our Way to English Reading Strategy Cards Grade K				9781418986414		
On Our Way to English ELL Assessment Kit: Primary Grade K-2				9781418923723		
On Our Way to English Shared Reading and Writing Strand (Includes Thematic Teacher's Guide, Comprehension Organizer Posters, Shared Writing Cars, Phonics Song Chart, Big Books, Student Anthology, Writing Resource Guide, Phonics Audio CD, Skills Masters, Assessment Handbook) <i>All titles in this Strand are included in Complete Package.</i>				9780547285535		
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing	On Our Way to English Grade K ©2010		2010	K		
	On Our Way to English Thematic Teacher's Guide Grade K				9781418953775	
	On Our Way to English The First Day Of School Big Book Grade K				9781418984885	
	On Our Way to English Getting Ready Big Book Grade K				9781418984878	
	On Our Way to English Can You Help Me Find My Puppy? Big Book Grade K				9781418984861	
	On Our Way to English Rice All Day Big Book Grade K				9781418984854	
	On Our Way to English My Rooster Speaks Korean Big Book Grade K				9781418984847	
	On Our Way to English What Are The Seasons Like? Big Book Grade K				9781418984830	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Company	On Our Way to English When I Grow Up Big Book Grade K				9781418984823	
	On Our Way to English From Here To There Big Book Grade K				9781418984816	
	On Our Way to English The First Day Of School Small Big Book 6pk				9780547282886	
	On Our Way to English Getting Ready Small Big Book 6pk				9780547282893	
	On Our Way to English Can You Help Me Find My Puppy? Small Big Book 6pk				9780547282909	
	On Our Way to English Rice All Day Small Big Book 6pk				9780547282916	
	On Our Way to English My Rooster Speaks Korean Small Big Book 6pk				9780547282923	
	On Our Way to English What Are The Seasons Like? Small Big Book 6pk				9780547282930	
	On Our Way to English When I Grow Up Small Big Book 6pk				9780547282947	
	On Our Way to English From Here To There Small Big Book 6pk				9780547282954	
	On Our Way to English Comprehension Organizer Posters Grade K				9780547258003	
	On Our Way to English Phonics Song Charts Grade K				9781418985172	
	On Our Way to English Phonics Practice Kit Grade K				9780547273396	
	On Our Way to English Writing Resource Guide Grade K				9781418985417	
	On Our Way to English Big Books Audio CD Grade K				9781418984649	
	On Our Way to English Phonics Audio CD Grade K				9781418984656	
	On Our Way to English Big Book eBooks CD-ROM Grade K				9781418981648	
	On Our Way to English Big Book eBooks Online Grade K				9780547278919	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade K				9781418985059	
On Our Way to English Interactive Language and Phonics CD-ROM Grade K				9781418981778		
On Our Way to English Online Leveled Readers, 6-Year Subscription Grades K-5				9780547497327		
On Our Way to English Online Interactive Academic Language Builders Poster, 6-Year Subscription Grade K				9780547558233		
On Our Way to English Online Interactive Vocabulary Cards, 6-Year Subscription Grade K				9780547558141		

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*																																								
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 1 ©2010	Freeman, Freeman, Gottlieb, et al	2010	1 (K-5)	9780547283302	Highly Recommended 87% ICS 96% Material Analysis																																								
	<p>Notes: Highly recommended as an LEP program. Some pieces in the kit have an earlier copyright date, but all pieces are listed in the 2010 package.</p> <p>Key Features: <i>On Our Way to English</i> is a comprehensive program for English language learners designed to improve both language and literacy skills. <i>On Our Way to English</i> is organized around daily instructional routines in oral language, reading, and writing. These predictable routines foster confidence and growth in all language domains. The instructional path leads students through thematic instruction that develops oral language, reading skills, and writing skills, plus differentiated reading instruction that arms students with reading strategies and comprehension skills so they can read independently at their level. <i>On Our Way to English</i> features:</p> <ul style="list-style-type: none"> • A focus on academic language and vocabulary development • Marzano's six-step process for vocabulary acquisition • Thematic, content-based instruction • Differentiated instruction for language and literacy • Daily instructional routine in oral language, reading, and writing • Formative and summative assessment <p>Because <i>On Our Way to English</i> was designed as a program for English language learners, differentiation for ELs at various stages of proficiency is built in. The Thematic Teacher's Guide includes point-of-use instructions for differentiation during whole group instruction. The Leveled Reading Teacher's Guide and Leveled Readers are specifically written for ELs and include pinpointed leveling to allow teachers to reach students where they are comfortable so they improve at a faster rate.</p> <p><i>On Our Way to English</i> includes an array of print products that provide the visual support that English language learners need as well as a robust digital offering flexibility and ease of use. Digital eBooks (online and on CD-ROM) and the Online Leveled Reader Library include sound and highlighting. The Online Leveled Reader Library allows students at any grade level access to the readers at the appropriate reading level. Additionally, a teacher lesson plan accompanies each reader online.</p> <p>Interactive Whiteboard Activities include manipulative interactive posters bring that reinforce language learning and interactive flashcards with matching and multiple choice activities for each set of vocabulary cards.</p> <p>The Teacher Resource CD-Rom and the Online Lesson Planner make planning more efficient.</p> <table border="1" data-bbox="365 967 1703 1416"> <tr><td>On Our Way to English Thematic Teacher's Guide Grade 1</td><td>9780547272856</td></tr> <tr><td>On Our Way to English Look Out The Window Big Book Grade 1</td><td>9781418984960</td></tr> <tr><td>On Our Way to English My Grandmother's Hands Big Book Grade 1</td><td>9781418984953</td></tr> <tr><td>On Our Way to English Good News Big Book Grade 1</td><td>9781418984946</td></tr> <tr><td>On Our Way to English What Is The Weather Outside? 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On Our Way to English Online Interactive Vocabulary Cards, 6-Year Subscription Grade 1				9780547558158		

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AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 2 ©2010	Freeman, Freeman, Gottlieb, et al	2010	2 (K-5)	9780547283333	Highly Recommended 87% ICS 96% Material Analysis	
	<p>Notes: Highly recommended as an LEP program. Some pieces in the kit have an earlier copyright date, but all pieces are listed in the 2010 package.</p> <p>Key Features: <i>On Our Way to English</i> is a comprehensive program for English language learners designed to improve both language and literacy skills. <i>On Our Way to English</i> is organized around daily instructional routines in oral language, reading, and writing. These predictable routines foster confidence and growth in all language domains. The instructional path leads students through thematic instruction that develops oral language, reading skills, and writing skills, plus differentiated reading instruction that arms students with reading strategies and comprehension skills so they can read independently at their level. <i>On Our Way to English</i> features:</p> <ul style="list-style-type: none"> • A focus on academic language and vocabulary development • Marzano's six-step process for vocabulary acquisition • Thematic, content-based instruction • Differentiated instruction for language and literacy • Daily instructional routine in oral language, reading, and writing • Formative and summative assessment <p>Because <i>On Our Way to English</i> was designed as a program for English language learners, differentiation for ELs at various stages of proficiency is built in. The Thematic Teacher's Guide includes point-of-use instructions for differentiation during whole group instruction. The Leveled Reading Teacher's Guide and Leveled Readers are specifically written for ELs and include pinpointed leveling to allow teachers to reach students where they are comfortable so they improve at a faster rate.</p> <p><i>On Our Way to English</i> includes an array of print products that provide the visual support that English language learners need as well as a robust digital offering flexibility and ease of use. Digital eBooks (online and on CD-ROM) and the Online Leveled Reader Library include sound and highlighting. The Online Leveled Reader Library allows students at any grade level access to the readers at the appropriate reading level. Additionally, a teacher lesson plan accompanies each reader online.</p> <p>Interactive Whiteboard Activities include manipulative interactive posters that reinforce language learning and interactive flashcards with matching and multiple choice activities for each set of vocabulary cards.</p> <p>The Teacher Resource CD-Rom and the Online Lesson Planner make planning more efficient.</p>						
	On Our Way to English Thematic Teacher's Guide Grade 2					9780547272863	
	On Our Way to English Hello! I'm Paty Big Book Grade 2					9781418985042	
	On Our Way to English Are We There Yet? Big Book Grade 2					9781418985035	
	On Our Way to English Pocketful Of Opossums Big Book Grade 2					9781418985028	
	On Our Way to English What Fine Gardeners Big Book Grade 2					9781418985011	
	On Our Way to English Water Detective Big Book Grade 2					9781418985004	
	On Our Way to English Barge Cat Big Book Grade 2					9781418984991	
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	On Our Way to English Hello! I'm Paty Small Big Book 6pk					9780547285184	
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	On Our Way to English Playing With My Family Newcomer Book 6pk					9780547288079	
	On Our Way to English We Come From Everywhere Newcomer Book 6pk					9780547288109	
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Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 2 ©2010 (Continued)		2010	2		
	On Our Way to English Water Is Everywhere Newcomer Book 6pk				9780547288154	
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	On Our Way to English Building A House Newcomer Book 6pk				9780547288192	
	On Our Way to English I Have Some Money Newcomer Book 6pk				9780547288222	
	On Our Way to English Academic Language Builders Grade 2				9780547282466	
	On Our Way to English Academic Discussion Strategy Poster Grades 1-3				9780547256580	
	On Our Way to English Chant Poster Kit Grade 2				9780547284170	
	On Our Way to English Concept Poster Kit Grade 2				9780547284347	
	On Our Way to English Comprehension Organizer Posters Grade 2				9780547258218	
	On Our Way to English Shared Writing Card Kit Grade 2				9780547284507	
	On Our Way to English Phonics Song Charts Grade 2				9781418985196	
	On Our Way to English Vocabulary Cards Grade 2				9781418986490	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
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	On Our Way to English Standardized Test Practice Masters Grade 2				9781418985257	
	On Our Way to English Unit Progress Tests Grade 2				9781418985325	
	On Our Way to English Writing Resource Guide Grade 2				9781418985431	
	On Our Way to English Big Books Audio CD Grade 2				9781418984700	
	On Our Way to English Oral Language Audio CD Grade 2				9781418984694	
	On Our Way to English Phonics Audio CD Grade 2				9781418984717	
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Specialized	On Our Way to English Grade 2 ©2010 (Continued)		2010	2		
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	On Our Way to English The Mighty Mississippi Leveled Reader 6pk				9780547282503	
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	On Our Way to English Corn Bread For Everyone! Leveled Reader 6pk				9780547282534	
	On Our Way to English Plants We Use Leveled Reader 6pk				9780547282541	
	On Our Way to English A New Year Called Tet Leveled Reader 6pk				9780547282558	
	On Our Way to English The New Class Pet Leveled Reader 6pk				9780547282565	
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	On Our Way to English But I Want It! Leveled Reader 6pk				9780547282602	
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	On Our Way to English Grasshopper Learns A Lesson Leveled Reader 6pk				9780547282626	
	On Our Way to English Our Garden Leveled Reader 6pk				9780547282633	
	On Our Way to English The Wonderful Water Cycle Leveled Reader 6pk				9780547282640	
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	On Our Way to English Thematic Units Strand Grade 2 (Includes Thematic Teacher's Guide, Newcomer Books, Vocabulary Cards, Academic Language Builders, Chant Posters, Concept Posters, Academic Discussion Strategy Poster, Comprehension Organizer Posters, Shared Writing Cards, Phonics Song Charts, Big Books, Student Anthology, Phonics Audio CD, Big Books Audio CD, Oral Language Audio CD, Skills Masters, Writing Resource Guide, Unit Progress Tests, Standardized Test Practice Masters) <i>All titles in this Strand are included in Complete Package.</i>				9780547285672	
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	On Our Way to English Leveled Reading Teacher's Guide Grade 2				9781418985134	

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	On Our Way to English A Kitten For Kate Leveled Reader 6pk				9780547284545	
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	On Our Way to English Chile Peppers Leveled Reader 6pk				9780547284583	
	On Our Way to English Diego's Moving Day Leveled Reader 6pk				9780547284712	
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	On Our Way to English Worms Eat Our Garbage Leveled Reader 6pk				9780547284941	
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	On Our Way to English Chopsticks Leveled Reader 6pk				9780547280653	
	On Our Way to English Nora's Money Leveled Reader 6pk				9780547280707	
	On Our Way to English Fox's Hungry Day Leveled Reader 6pk				9780547280752	
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On Our Way to English Our Garden Leveled Reader 6pk				9780547282633		
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On Our Way to English Hello! I'm Paty Big Book Grade 2					9781418985042	
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	On Our Way to English Feet Newcomer Book 6pk					9780547288307	
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	On Our Way to English Using Technology Newcomer Book 6pk					9780547288369	
	On Our Way to English In Our Solar System Newcomer Book 6pk					9780547288383	
	On Our Way to English What Does The Earth Have? Newcomer Book 6pk					9780547288420	
	On Our Way to English Good Citizens Newcomer Book 6pk					9780547288468	
	On Our Way to English The Lemonade Stand Newcomer Book 6pk					9780547288505	
	On Our Way to English Academic Language Builders Grade 3					9780547282855	
On Our Way to English Academic Discussion Strategy Poster Grades 1-3					9780547256580		
On Our Way to English Chant Poster Kit Grade 3					9780547284217		

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 3 ©2010 (Continued)		2010	3		
	On Our Way to English Concept Poster Kit Grade 3				9780547284392	
	On Our Way to English Comprehension Organizer Posters Grade 3				9780547258232	
	On Our Way to English Shared Writing Card Kit Grade 3				9780547284521	
	On Our Way to English Phonics Song Charts Grade 3				9781418985202	
	On Our Way to English Vocabulary Cards Grade 3				9781418986506	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade 3				9781418985080	
	On Our Way to English Standardized Test Practice Masters Grade 3				9781418985264	
	On Our Way to English Unit Progress Tests Grade 3				9781418985332	
	On Our Way to English Writing Resource Guide Grade 3				9781418985448	
	On Our Way to English Big Books Audio CD Grade 3				9781418984731	
	On Our Way to English Oral Language Audio CD Grade 3				9781418984724	
	On Our Way to English Phonics Audio CD Grade 3				9781418984748	
	On Our Way to English Big Books eBooks CD-ROM Grade 3				9781418981679	
	On Our Way to English Big Book eBooks Online Grade 3				9780547278988	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 3				9781418981808	
	On Our Way to English Teacher's Resource CD-ROM Grade 3				9780547287683	
	On Our Way to English Online Lesson Planner Grade 3				9780547287300	
	On Our Way to English Leveled Reading Teacher's Guide Grade 3				9781418985141	
	On Our Way to English The New Girl Leveled Reader 6pk				9780547282664	
	On Our Way to English So Much To Do Leveled Reader 6pk				9780547282671	
	On Our Way to English The King's Big Foot Leveled Reader 6pk				9780547282688	
	On Our Way to English The Living Desert Leveled Reader 6pk				9780547282695	
	On Our Way to English Painting History Leveled Reader 6pk				9780547282701	
	On Our Way to English Rodeo Under The Sea Leveled Reader 6pk				9780547282718	
	On Our Way to English A Great Idea Leveled Reader 6pk				9780547282725	
	On Our Way to English A World Of Patterns Leveled Reader 6pk				9780547282732	
	On Our Way to English Forest Fire! Leveled Reader 6pk				9780547282749	
	On Our Way to English The Story Of Money Leveled Reader 6pk				9780547282756	
	On Our Way to English Lucky Socks Leveled Reader 6pk				9780547282763	
	On Our Way to English A Big Mess Leveled Reader 6pk				9780547282770	
	On Our Way to English Feeding The Otters Leveled Reader 6pk				9780547282787	
	On Our Way to English What Is Gravity? Leveled Reader 6pk				9780547282794	
	On Our Way to English A Day In The Life Of A Computer Leveled Reader 6pk				9780547282800	
	On Our Way to English Noises In The Night Leveled Reader 6pk				9780547282817	
	On Our Way to English Teamwork Saves The Day Leveled Reader 6pk				9780547282824	
	On Our Way to English How To Make Paper Leveled Reader 6pk				9780547282831	
	On Our Way to English The Power Of The Wind Leveled Reader 6pk				9780547282848	
	On Our Way to English From Texas To California Leveled Reader 6pk				9780547280530	
	On Our Way to English Practice Makes Perfect Leveled Reader 6pk				9780547280547	
On Our Way to English A Ship Is Coming! Leveled Reader 6pk				9780547280585		
On Our Way to English Hoops! Leveled Reader 6pk				9780547280608		
On Our Way to English A Dream Comes True Leveled Reader 6pk				9780547280660		
On Our Way to English The Statue Of Liberty Leveled Reader 6pk				9780547280691		
On Our Way to English The New Pen Leveled Reader 6pk				9780547280738		
On Our Way to English A Job For A Day Leveled Reader 6pk				9780547281568		
On Our Way to English Shapes Around The World Leveled Reader 6pk				9780547281629		
On Our Way to English An Encyclopedia Of Fossils Leveled Reader 6pk				9780547281650		
Specialized	On Our Way to English Grade 3 ©2010 (Continued)		2010	3		
	On Our Way to English Growing Up Abenaki Leveled Reader 6pk				9780547281957	

**CONSENT AGENDA
AUGUST 16, 2012**

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Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Rosa's Rebozo Leveled Reader 6pk				9780547281964	
	On Our Way to English Finding Talent Leveled Reader 6pk				9780547282039	
	On Our Way to English Save The Birds Leveled Reader 6pk				9780547282077	
	On Our Way to English My Frog Log Leveled Reader 6pk				9780547283111	
	On Our Way to English Ben Franklin Leveled Reader 6pk				9780547283340	
	On Our Way to English Grandma's Project Leveled Reader 6pk				9780547283364	
	On Our Way to English The Rainy Day Adventure Leveled Reader 6pk				9780547283388	
	On Our Way to English As Time Goes By Leveled Reader 6pk				9780547283401	
	On Our Way to English Where Are The Prairie Dogs? Leveled Reader 6pk				9780547283432	
	On Our Way to English San Antonio: The River City Leveled Reader 6pk				9780547283449	
	On Our Way to English Reading Strategy Cards Grade 3				9781418986445	
	On Our Way to English ELL Assessment Kit: Elementary Grades K-5				9781418923716	
	On Our Way to English Thematic Units Strand Grade 3 (Includes Thematic Teacher's Guide, Newcomer Books, Vocabulary Cards, Academic Language Builders, Chant Posters, Concept Posters, Academic Discussion Strategy Poster, Comprehension Organizer Posters, Shared Writing Cards, Phonics Song Charts, Big Books, Student Anthology, Phonics Audio CD, Big Books Audio CD, Oral Language Audio CD, Skills Masters, Writing Resource Guide, Unit Progress Tests, Standardized Test Practice Masters) <i>All titles in this Strand are included in Complete Package.</i>				9780547285689	
	On Our Way to English Thematic Teacher's Guide Grade 3				9780547272870	
	On Our Way to English Now We Live In The U.S.A.! Big Book Grade 3				9780547256658	
	On Our Way to English The Bird Who Ate Too Much Big Book Grade 3				9780547256719	
	On Our Way to English Transportation: Then And Now Big Book Grade 3				9780547256672	
	On Our Way to English Rosita's Robot Big Book Grade 3				9780547256726	
	On Our Way to English Future Space Explorers Big Book Grade 3				9780547256689	
	On Our Way to English Diego Saves The Planet! Big Book Grade 3				9780547256740	
	On Our Way to English Making A Difference Big Book Grade 3				9780547256696	
	On Our Way to English Moneybag: A Tale From Korea Big Book Grade 3				9780547256764	
	On Our Way to English Student Anthology 10pk Grade 3				9780547273365	
	On Our Way to English Look At The World! Newcomer Book 6pk				9780547288253	
	On Our Way to English Feet Newcomer Book 6pk				9780547288307	
	On Our Way to English Cars Newcomer Book 6pk				9780547288321	
	On Our Way to English Using Technology Newcomer Book 6pk				9780547288369	
	On Our Way to English In Our Solar System Newcomer Book 6pk				9780547288383	
	On Our Way to English What Does The Earth Have? Newcomer Book 6pk				9780547288420	
	On Our Way to English Good Citizens Newcomer Book 6pk				9780547288468	
	On Our Way to English The Lemonade Stand Newcomer Book 6pk				9780547288505	
	On Our Way to English Academic Language Builders Grade 3				9780547282855	
	On Our Way to English Academic Discussion Strategy Poster Grades 1-3				9780547256580	
	On Our Way to English Chant Poster Kit Grade 3				9780547284217	
	On Our Way to English Concept Poster Kit Grade 3				9780547284392	
	On Our Way to English Comprehension Organizer Posters Grade 3				9780547258232	
	On Our Way to English Shared Writing Card Kit Grade 3				9780547284521	
	On Our Way to English Phonics Song Charts Grade 3				9781418985202	
	On Our Way to English Vocabulary Cards Grade 3				9781418986506	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
On Our Way to English Skills Masters Grade 3				9781418985080		
On Our Way to English Standardized Test Practice Masters Grade 3				9781418985264		
On Our Way to English Unit Progress Tests Grade 3				9781418985332		
Specialized Curriculum Group, a division	On Our Way to English Grade 3 ©2010 (Continued)		2010	3		
	On Our Way to English Writing Resource Guide Grade 3				9781418985448	
	On Our Way to English Big Books Audio CD Grade 3				9781418984731	
	On Our Way to English Oral Language Audio CD Grade 3				9781418984724	

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AUGUST 16, 2012**

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of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Phonics Audio CD Grade 3				9781418984748	
	On Our Way to English Big Books eBooks CD-ROM Grade 3				9781418981679	
	On Our Way to English Big Book eBooks Online Grade 3				9780547278988	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 3				9781418981808	
	On Our Way to English Teacher's Resource CD-ROM Grade 3				9780547287683	
	On Our Way to English Online Lesson Planner Grade 3				9780547287300	
	On Our Way to English Oral Language Development Strand Grade 3 (Includes Thematic Teacher's Guide, Newcomer Books, Vocabulary Cards, Academic Language Builders, Chant Posters, Concept Posters, Academic Discussion Strategy Poster, Oral Language Audio CD, Skills Masters, Assessment Handbook) <i>All titles in this Strand are included in Complete Package.</i>				9780547286396	
	On Our Way to English Thematic Teacher's Guide Grade 3				9780547272870	
	On Our Way to English Look At The World! Newcomer Book 6pk				9780547288253	
	On Our Way to English Feet Newcomer Book 6pk				9780547288307	
	On Our Way to English Cars Newcomer Book 6pk				9780547288321	
	On Our Way to English Using Technology Newcomer Book 6pk				9780547288369	
	On Our Way to English In Our Solar System Newcomer Book 6pk				9780547288383	
	On Our Way to English What Does The Earth Have? Newcomer Book 6pk				9780547288420	
	On Our Way to English Good Citizens Newcomer Book 6pk				9780547288468	
	On Our Way to English The Lemonade Stand Newcomer Book 6pk				9780547288505	
	On Our Way to English Academic Language Builders Grade 3				9780547282855	
	On Our Way to English Academic Discussion Strategy Poster Grades 1-3				9780547256580	
	On Our Way to English Chant Poster Kit Grade 3				9780547284217	
	On Our Way to English Concept Poster Kit Grade 3				9780547284392	
	On Our Way to English Vocabulary Cards Grade 3				9781418986506	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade 3				9781418985080	
	On Our Way to English Oral Language Audio CD Grade 3				9781418984724	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 3				9781418981808	
	On Our Way to English Differentiated Reading Instruction Strand Grade 3 (Includes Leveled Reading Teacher's Guide, Leveled Readers, Reading Strategy Cards, ELL Assessment Kit: Elementary) <i>All titles in this Strand are included in Complete Package.</i>				9780547283524	
	On Our Way to English Leveled Reading Teacher's Guide Grade 3				9781418985141	
	On Our Way to English The New Girl Leveled Reader 6pk				9780547282664	
	On Our Way to English So Much To Do Leveled Reader 6pk				9780547282671	
	On Our Way to English The King's Big Foot Leveled Reader 6pk				9780547282688	
	On Our Way to English The Living Desert Leveled Reader 6pk				9780547282695	
	On Our Way to English Painting History Leveled Reader 6pk				9780547282701	
	On Our Way to English Rodeo Under The Sea Leveled Reader 6pk				9780547282718	
	On Our Way to English A Great Idea Leveled Reader 6pk				9780547282725	
	On Our Way to English A World Of Patterns Leveled Reader 6pk				9780547282732	
	On Our Way to English Forest Fire! Leveled Reader 6pk				9780547282749	
	On Our Way to English The Story Of Money Leveled Reader 6pk				9780547282756	
	On Our Way to English Lucky Socks Leveled Reader 6pk				9780547282763	
	On Our Way to English A Big Mess Leveled Reader 6pk				9780547282770	
	On Our Way to English Feeding The Otters Leveled Reader 6pk				9780547282787	
On Our Way to English What Is Gravity? Leveled Reader 6pk				9780547282794		
On Our Way to English A Day In The Life Of A Computer Leveled Reader 6pk				9780547282800		
Specialized Curriculum Group, a division of Houghton	On Our Way to English Grade 3 ©2010 (Continued)		2010	3		
	On Our Way to English Noises In The Night Leveled Reader 6pk				9780547282817	
	On Our Way to English Teamwork Saves The Day Leveled Reader 6pk				9780547282824	
	On Our Way to English How To Make Paper Leveled Reader 6pk				9780547282831	
	On Our Way to English The Power Of The Wind Leveled Reader 6pk				9780547282848	
	On Our Way to English From Texas To California Leveled Reader 6pk				9780547280530	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Mifflin Harcourt Publishing Company	On Our Way to English Practice Makes Perfect Leveled Reader 6pk				9780547280547	
	On Our Way to English A Ship Is Coming! Leveled Reader 6pk				9780547280585	
	On Our Way to English Hoops! Leveled Reader 6pk				9780547280608	
	On Our Way to English A Dream Comes True Leveled Reader 6pk				9780547280660	
	On Our Way to English The Statue Of Liberty Leveled Reader 6pk				9780547280691	
	On Our Way to English The New Pen Leveled Reader 6pk				9780547280738	
	On Our Way to English A Job For A Day Leveled Reader 6pk				9780547281568	
	On Our Way to English Shapes Around The World Leveled Reader 6pk				9780547281629	
	On Our Way to English An Encyclopedia Of Fossils Leveled Reader 6pk				9780547281650	
	On Our Way to English Growing Up Abenaki Leveled Reader 6pk				9780547281957	
	On Our Way to English Rosa's Rebozo Leveled Reader 6pk				9780547281964	
	On Our Way to English Finding Talent Leveled Reader 6pk				9780547282039	
	On Our Way to English Save The Birds Leveled Reader 6pk				9780547282077	
	On Our Way to English My Frog Log Leveled Reader 6pk				9780547283111	
	On Our Way to English Ben Franklin Leveled Reader 6pk				9780547283340	
	On Our Way to English Grandma's Project Leveled Reader 6pk				9780547283364	
	On Our Way to English The Rainy Day Adventure Leveled Reader 6pk				9780547283388	
	On Our Way to English As Time Goes By Leveled Reader 6pk				9780547283401	
	On Our Way to English Where Are The Prairie Dogs? Leveled Reader 6pk				9780547283432	
	On Our Way to English San Antonio: The River City Leveled Reader 6pk				9780547283449	
	On Our Way to English Reading Strategy Cards Grade 3				9781418986445	
	On Our Way to English ELL Assessment Kit: Elementary Grades K-5				9781418923716	
	On Our Way to English Shared Reading and Writing Strand Grade 3 (Includes Thematic Teacher's Guide, Comprehension Organizer Posters, Shared Writing Cars, Phonics Song Chart, Big Books, Student Anthology, Writing Resource Guide, Phonics Audio CD, Skills Masters, Assessment Handbook) <i>All titles in this Strand are included in Complete Package.</i>				9780547285603	
	On Our Way to English Thematic Teacher's Guide Grade 3				9780547272870	
	On Our Way to English Now We Live In The U.S.A.! Big Book Grade 3				9780547256658	
	On Our Way to English The Bird Who Ate Too Much Big Book Grade 3				9780547256719	
	On Our Way to English Transportation: Then And Now Big Book Grade 3				9780547256672	
	On Our Way to English Rosita's Robot Big Book Grade 3				9780547256726	
	On Our Way to English Future Space Explorers Big Book Grade 3				9780547256689	
	On Our Way to English Diego Saves The Planet! Big Book Grade 3				9780547256740	
	On Our Way to English Making A Difference Big Book Grade 3				9780547256696	
	On Our Way to English Moneybag: A Tale From Korea Big Book Grade 3				9780547256764	
	On Our Way to English Student Anthology 10pk Grade 3				9780547273365	
	On Our Way to English Comprehension Organizer Posters Grade 3				9780547258232	
On Our Way to English Shared Writing Card Kit Grade 3				9780547284521		
On Our Way to English Phonics Song Charts Grade 3				9781418985202		
On Our Way to English Assessment Handbook Grades K-5				9781418981167		
On Our Way to English Skills Masters Grade 3				9781418985080		
On Our Way to English Writing Resource Guide Grade 3				9781418985448		
On Our Way to English Big Books Audio CD Grade 3				9781418984731		
On Our Way to English Phonics Audio CD Grade 3				9781418984748		
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt	On Our Way to English Grade 3 ©2010 (Continued)		2010		3	
	On Our Way to English Big Books eBooks CD-ROM Grade 3				9781418981679	
	On Our Way to English Big Book eBooks Online Grade 3				9780547278988	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 3				9781418981808	
	On Our Way to English Online Leveled Readers, 6-Year Subscription Grades K-5				9780547497327	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Publishing Company	On Our Way to English Online Interactive Academic Language Builders Poster, 6-Year Subscription Grade 3				9780547558288		
	On Our Way to English Online Interactive Vocabulary Cards, 6-Year Subscription Grade 3				9780547558172		
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*	
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 4 ©2010	Freeman, Freeman, Gottlieb, et al	2010	4 (K-5)	9780547283395	Highly Recommended 90% ICS 100% Material Analysis	
	Notes: Highly recommended as an LEP program. Some pieces in the kit have an earlier copyright date, but all pieces are listed in the 2010 package.						
	Key Features: <i>On Our Way to English</i> is a comprehensive program for English language learners designed to improve both language and literacy skills. <i>On Our Way to English</i> is organized around daily instructional routines in oral language, reading, and writing. These predictable routines foster confidence and growth in all language domains. The instructional path leads students through thematic instruction that develops oral language, reading skills, and writing skills, plus differentiated reading instruction that arms students with reading strategies and comprehension skills so they can read independently at their level. <i>On Our Way to English</i> features:						
	<ul style="list-style-type: none"> • A focus on academic language and vocabulary development • Marzano's six-step process for vocabulary acquisition • Thematic, content-based instruction • Differentiated instruction for language and literacy • Daily instructional routine in oral language, reading, and writing • Formative and summative assessment 						
	Because <i>On Our Way to English</i> was designed as a program for English language learners, differentiation for ELs at various stages of proficiency is built in. The Thematic Teacher's Guide includes point-of-use instructions for differentiation during whole group instruction. The Leveled Reading Teacher's Guide and Leveled Readers are specifically written for ELs and include pinpointed leveling to allow teachers to reach students where they are comfortable so they improve at a faster rate.						
	On Our Way to English includes an array of print products that provide the visual support that English language learners need as well as a robust digital offering flexibility and ease of use. Digital eBooks (online and on CD-ROM) and the Online Leveled Reader Library include sound and highlighting. The Online Leveled Reader Library allows students at any grade level access to the readers at the appropriate reading level. Additionally, a teacher lesson plan accompanies each reader online.						
	Interactive Whiteboard Activities include manipulative interactive posters bring that reinforce language learning and interactive flashcards with matching and multiple choice activities for each set of vocabulary cards.						
	The Teacher Resource CD-Rom and the Online Lesson Planner make planning more efficient.						
	On Our Way to English Thematic Teacher's Guide with Transparencies Grade 4						9780547272917
	On Our Way to English Overhead Transparencies Grade 4 (included in Thematic Teacher's Guide with Transparencies)						9781418985394
On Our Way to English Student Anthology 10pk Grade 4					9780547273372		
On Our Way to English Why People Came Here Newcomer Book 6pk					9780547288543		
On Our Way to English Our Land Newcomer Book 6pk					9780547288581		
On Our Way to English What Can Change The Land? Newcomer Book 6pk					9780547288611		
On Our Way to English Animals Long Ago Newcomer Book 6pk					9780547288635		
On Our Way to English The Native Americans Newcomer Book 6pk					9780547288659		
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 4 ©2010 (Continued)		2010	4			
	On Our Way to English The Rain Forest Newcomer Book 6pk						9780547288673
	On Our Way to English You Can SELL Newcomer Book 6pk						9780547288697
	On Our Way to English Living Things Newcomer Book 6pk						9780547288703
	On Our Way to English Academic Language Builders Grade 4						9780547282862
	On Our Way to English Academic Discussion Strategy Poster Grades 4-5						9780547256634
	On Our Way to English Chant Poster Kit Grade 4						9780547284248
	On Our Way to English Concept Poster Kit Grade 4						9780547284408

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Company	On Our Way to English Shared Writing Card Kit Grade 4				9780547284552	
	On Our Way to English Word Study Song Charts Grade 4				9781418985219	
	On Our Way to English Vocabulary Cards Grade 4				9781418986513	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade 4				9781418985097	
	On Our Way to English Standardized Test Practice Masters Grade 4				9781418985271	
	On Our Way to English Unit Progress Tests Grade 4				9781418985349	
	On Our Way to English Writing Resource Guide Grade 4				9781418985455	
	On Our Way to English Student Anthology Audio CD Grade 4				9781418984762	
	On Our Way to English Oral Language Audio CD Grade 4				9781418984755	
	On Our Way to English Word Study Audio CD Grade 4				9781418984779	
	On Our Way to English Student Anthology eBook CD-ROM Grade 4				9781418981686	
	On Our Way to English Student Anthology eBook Online Grade 4				9780547278995	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 4				9781418981815	
	On Our Way to English Teacher's Resource CD-ROM Grade 4				9780547287744	
	On Our Way to English Online Lesson Planner Grade 4				9780547287331	
	On Our Way to English Leveled Reading Teacher's Guide Grade 4				9781418985158	
	On Our Way to English Hiking Together Leveled Reader 6pk				9780547283463	
	On Our Way to English Yun's Visit Leveled Reader 6pk				9780547283487	
	On Our Way to English Carlota's Cooking Class Leveled Reader 6pk				9780547283517	
	On Our Way to English Amazing Lasers Leveled Reader 6pk				9780547283531	
	On Our Way to English Biking Safely Leveled Reader 6pk				9780547283555	
	On Our Way to English Eva's Lost And Found Report Leveled Reader 6pk				9780547283579	
	On Our Way to English The Legend Of The Bluebonnet Leveled Reader 6pk				9780547283586	
	On Our Way to English The Craft Stick Project Leveled Reader 6pk				9780547283609	
	On Our Way to English From The Lake To Your Faucet Leveled Reader 6pk				9780547283630	
	On Our Way to English Traveling In America Leveled Reader 6pk				9780547283678	
	On Our Way to English Away From Home Leveled Reader 6pk				9780547283692	
	On Our Way to English A Change In Plans Leveled Reader 6pk				9780547283708	
	On Our Way to English Building A Doghouse Leveled Reader 6pk				9780547283715	
	On Our Way to English An Encyclopedia Of Animals Leveled Reader 6pk				9780547283777	
	On Our Way to English Benita's Plan Leveled Reader 6pk				9780547283807	
On Our Way to English Did You Hear? Leveled Reader 6pk				9780547283821		
On Our Way to English Getting To Know Your Neighbors Leveled Reader 6pk				9780547283852		
On Our Way to English Roberto Clemente Leveled Reader 6pk				9780547283876		
On Our Way to English Celia's Gift Leveled Reader 6pk				9780547283890		
On Our Way to English The History Of Guitars Leveled Reader 6pk				9780547283920		
On Our Way to English The First Rainbow: Zapotec Myth Leveled Reader 6pk				9780547283968		
On Our Way to English Mr. Kean's Garden Leveled Reader 6pk				9780547283982		
On Our Way to English Pandas Are Coming! Leveled Reader 6pk				9780547284002		
On Our Way to English Volcano Man Leveled Reader 6pk				9780547285757		
Specialized Curriculum Group, a division of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Grade 4 ©2010 (Continued)		2010	4		
	On Our Way to English Ask The Veterinarians Leveled Reader 6pk				9780547285764	
	On Our Way to English Trouble On The Trail Leveled Reader 6pk				9780547285771	
	On Our Way to English The Math Master Leveled Reader 6pk				9780547285955	
	On Our Way to English The Summer Party Leveled Reader 6pk				9780547286174	
	On Our Way to English Ouch! Leveled Reader 6pk				9780547286204	
	On Our Way to English Our Journey Leveled Reader 6pk				9780547286228	
	On Our Way to English Robot Trouble Leveled Reader 6pk				9780547286297	
	On Our Way to English The Bake Sale Battle Leveled Reader 6pk				9780547286310	
On Our Way to English Heads Or Tails? Leveled Reader 6pk				9780547286358		

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AUGUST 16, 2012**

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	<p>Notes: Highly recommended as an LEP program. Some pieces in the kit have an earlier copyright date, but all pieces are listed in the 2010 package.</p> <p>Key Features: <i>On Our Way to English</i> is a comprehensive program for English language learners designed to improve both language and literacy skills. <i>On Our Way to English</i> is organized around daily instructional routines in oral language, reading, and writing. These predictable routines foster confidence and growth in all language domains. The instructional path leads students through thematic instruction that develops oral language, reading skills, and writing skills, plus differentiated reading instruction that arms students with reading strategies and comprehension skills so they can read independently at their level. <i>On Our Way to English</i> features:</p> <ul style="list-style-type: none"> • A focus on academic language and vocabulary development • Marzano's six-step process for vocabulary acquisition • Thematic, content-based instruction • Differentiated instruction for language and literacy • Daily instructional routine in oral language, reading, and writing • Formative and summative assessment <p>Because <i>On Our Way to English</i> was designed as a program for English language learners, differentiation for ELs at various stages of proficiency is built in. The Thematic Teacher's Guide includes point-of-use instructions for differentiation during whole group instruction. The Leveled Reading Teacher's Guide and Leveled Readers are specifically written for ELs and include pinpointed leveling to allow teachers to reach students where they are comfortable so they improve at a faster rate.</p> <p><i>On Our Way to English</i> includes an array of print products that provide the visual support that English language learners need as well as a robust digital offering flexibility and ease of use. Digital eBooks (online and on CD-ROM) and the Online Leveled Reader Library include sound and highlighting. The Online Leveled Reader Library allows students at any grade level access to the readers at the appropriate reading level. Additionally, a teacher lesson plan accompanies each reader online.</p> <p>Interactive Whiteboard Activities include manipulative interactive posters bring that reinforce language learning and interactive flashcards with matching and multiple choice activities for each set of vocabulary cards.</p> <p>The Teacher Resource CD-Rom and the Online Lesson Planner make planning more efficient.</p> <table border="1" data-bbox="359 966 1703 1421"> <tr> <td>On Our Way to English Thematic Teacher's Guide with Transparencies Grade 5</td> <td>9780547272931</td> </tr> <tr> <td>On Our Way to English Overhead Transparencies Grade 5 (included in Thematic Teacher's Guide with Transparencies)</td> <td>9781418985400</td> </tr> <tr> <td>On Our Way to English Student Anthology 10pk Grade 5</td> <td>9780547273389</td> </tr> <tr> <td>On Our Way to English I Am Free Newcomer Book 6pk</td> <td>9780547288727</td> </tr> <tr> <td>On Our Way to English Our Government Newcomer Book 6pk</td> <td>9780547288734</td> </tr> <tr> <td>On Our Way to English Sounds All Around Newcomer Book 6pk</td> <td>9780547288758</td> </tr> <tr> <td>On Our Way to English In The Ocean Newcomer Book 6pk</td> <td>9780547288772</td> </tr> <tr> <td>On Our Way to English Going West Newcomer Book 6pk</td> <td>9780547288796</td> </tr> <tr> <td>On Our Way to English Technology Helps Me Newcomer Book 6pk</td> <td>9780547288826</td> </tr> <tr> <td>On Our Way to English Around The Sun Newcomer Book 6pk</td> <td>9780547288857</td> </tr> <tr> <td>On Our Way to English Inside Our Bodies Newcomer Book 6pk</td> <td>9780547288871</td> </tr> <tr> <td>On Our Way to English Academic Language Builders Grade 5</td> <td>9780547282879</td> </tr> <tr> <td>On Our Way to English Academic Discussion Strategy Poster Grades 4-5</td> <td>9780547256634</td> </tr> <tr> <td>On Our Way to English Chant Poster Kit Grade 5</td> <td>9780547284286</td> </tr> <tr> <td>On Our Way to English Concept Poster Kit Grade 5</td> <td>9780547284453</td> </tr> <tr> <td>On Our Way to English Shared Writing Card Kit Grade 5</td> <td>9780547284613</td> </tr> <tr> <td>On Our Way to English Word Study Song Charts Grade 5</td> <td>9781418985226</td> </tr> <tr> <td>On Our Way to English Vocabulary Cards Grade 5</td> <td>9781418986520</td> </tr> <tr> <td>On Our Way to English Assessment Handbook Grades K-5</td> <td>9781418981167</td> </tr> <tr> <td>On Our Way to English Skills Masters Grade 5</td> <td>9781418985103</td> </tr> </table>						On Our Way to English Thematic Teacher's Guide with Transparencies Grade 5	9780547272931	On Our Way to English Overhead Transparencies Grade 5 (included in Thematic Teacher's Guide with Transparencies)	9781418985400	On Our Way to English Student Anthology 10pk Grade 5	9780547273389	On Our Way to English I Am Free Newcomer Book 6pk	9780547288727	On Our Way to English Our Government Newcomer Book 6pk	9780547288734	On Our Way to English Sounds All Around Newcomer Book 6pk	9780547288758	On Our Way to English In The Ocean Newcomer Book 6pk	9780547288772	On Our Way to English Going West Newcomer Book 6pk	9780547288796	On Our Way to English Technology Helps Me Newcomer Book 6pk	9780547288826	On Our Way to English Around The Sun Newcomer Book 6pk	9780547288857	On Our Way to English Inside Our Bodies Newcomer Book 6pk	9780547288871	On Our Way to English Academic Language Builders Grade 5	9780547282879	On Our Way to English Academic Discussion Strategy Poster Grades 4-5	9780547256634	On Our Way to English Chant Poster Kit Grade 5	9780547284286	On Our Way to English Concept Poster Kit Grade 5	9780547284453	On Our Way to English Shared Writing Card Kit Grade 5	9780547284613	On Our Way to English Word Study Song Charts Grade 5	9781418985226	On Our Way to English Vocabulary Cards Grade 5	9781418986520	On Our Way to English Assessment Handbook Grades K-5	9781418981167	On Our Way to English Skills Masters Grade 5	9781418985103
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	On Our Way to English Vocabulary Cards Grade 5				9781418986520	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade 5				9781418985103	
	On Our Way to English Standardized Test Practice Masters Grade 5				9781418985288	
	On Our Way to English Unit Progress Tests Grade 5				9781418985356	
	On Our Way to English Writing Resource Guide Grade 5				9781418985462	
	On Our Way to English Student Anthology Audio CD Grade 5				9781418984793	
	On Our Way to English Oral Language Audio CD Grade 5				9781418984786	
	On Our Way to English Word Study Audio CD Grade 5				9781418984809	
	On Our Way to English Student Anthology eBook CD-ROM Grade 5				9781418981693	
	On Our Way to English Student Anthology eBook Online Grade 5				9780547279008	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 5				9781418981822	
	On Our Way to English Teacher's Resource CD-ROM Grade 5				9780547287775	
	On Our Way to English Online Lesson Planner Grade 5				9780547287386	
	On Our Way to English Oral Language Development Strand Grade 5 (Includes Thematic Teacher's Guide, Newcomer Books, Vocabulary Cards, Academic Language Builders, Chant Posters, Concept Posters, Academic Discussion Strategy Poster, Oral Language Audio CD, Skills Masters, Assessment Handbook) <i>All titles in this Strand are included in Complete Package.</i>				9780547285504	
	On Our Way to English Thematic Teacher's Guide with Transparencies Grade 5				9780547272931	
	On Our Way to English Overhead Transparencies Grade 5 (included in Thematic Teacher's Guide with Transparencies)				9781418985400	
On Our Way to English I Am Free Newcomer Book 6pk				9780547288727		
Specialized Curriculum Group, a division	On Our Way to English Grade 5 ©2010 (Continued)		2010	5		
	On Our Way to English Our Government Newcomer Book 6pk				9780547288734	
	On Our Way to English Sounds All Around Newcomer Book 6pk				9780547288758	
	On Our Way to English In The Ocean Newcomer Book 6pk				9780547288772	

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
of Houghton Mifflin Harcourt Publishing Company	On Our Way to English Going West Newcomer Book 6pk				9780547288796	
	On Our Way to English Technology Helps Me Newcomer Book 6pk				9780547288826	
	On Our Way to English Around The Sun Newcomer Book 6pk				9780547288857	
	On Our Way to English Inside Our Bodies Newcomer Book 6pk				9780547288871	
	On Our Way to English Academic Language Builders Grade 5				9780547282879	
	On Our Way to English Academic Discussion Strategy Poster Grades 4-5				9780547256634	
	On Our Way to English Chant Poster Kit Grade 5				9780547284286	
	On Our Way to English Concept Poster Kit Grade 5				9780547284453	
	On Our Way to English Vocabulary Cards Grade 5				9781418986520	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade 5				9781418985103	
	On Our Way to English Oral Language Audio CD Grade 5				9781418984786	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 5				9781418981822	
	On Our Way to English Differentiated Reading Instruction Strand Grade 5 (Includes Leveled Reading Teacher's Guide, Leveled Readers, Reading Strategy Cards, ELL Assessment Kit: Elementary) <i>All titles in this Strand are included in Complete Package.</i>				9780547283562	
	On Our Way to English Leveled Reading Teacher's Guide Grade 5				9781418985165	
	On Our Way to English Fun For Everyone Leveled Reader 6pk				9780547286679	
	On Our Way to English The Key Leveled Reader 6pk				9780547286716	
	On Our Way to English Too Many Tickets Leveled Reader 6pk				9780547286754	
	On Our Way to English Our Changing Earth Leveled Reader 6pk				9780547286792	
	On Our Way to English Exploring The World Leveled Reader 6pk				9780547299686	
	On Our Way to English Quiz Show Leveled Reader 6pk				9780547286815	
	On Our Way to English Dora's Decision Leveled Reader 6pk				9780547286822	
	On Our Way to English Billions Of Bugs Leveled Reader 6pk				9780547286846	
	On Our Way to English My Science Project Leveled Reader 6pk				9780547286907	
	On Our Way to English Midnight Ride Sybil Ludington Leveled Reader 6pk				9780547286921	
	On Our Way to English The Mystery Of The Missing Book Leveled Reader 6pk				9780547286952	
	On Our Way to English Goat And Rock: Tale From Tibet Leveled Reader 6pk				9780547286969	
	On Our Way to English The Dreamer Behind The Dome Leveled Reader 6pk				9780547299983	
	On Our Way to English Gabrielle Lyon And Fossil Hunt Leveled Reader 6pk				9780547287119	
	On Our Way to English Dorothea Lange Leveled Reader 6pk				9780547287232	
	On Our Way to English Boundaries Washed Away Leveled Reader 6pk				9780547287256	
	On Our Way to English Why The Moon Is Ivory Leveled Reader 6pk				9780547287287	
	On Our Way to English The Skateboarders' Club Leveled Reader 6pk				9780547287362	
	On Our Way to English Water All Around The Earth Leveled Reader 6pk				9780547287393	
	On Our Way to English Working For The Government Leveled Reader 6pk				9780547287416	
	On Our Way to English All Charged Up! Leveled Reader 6pk				9780547287454	
On Our Way to English How Did They Do That? Leveled Reader 6pk				9780547287478		
On Our Way to English Graciela Finds The Fair Leveled Reader 6pk				9780547287515		
On Our Way to English Dora's Time To Shine Leveled Reader 6pk				9780547287577		
On Our Way to English The Weather Box Leveled Reader 6pk				9780547287591		
On Our Way to English Big Bend Treasure Hunt Leveled Reader 6pk				9780547287638		
On Our Way to English I.M. Pei: Life In Architecture Leveled Reader 6pk				9780547287652		
On Our Way to English All Aboard! Trains And Texas Leveled Reader 6pk				9780547287706		
On Our Way to English There Are Things I Don't Know Leveled Reader 6pk				9780547287713		
Specialized Curriculum Group, a division of Houghton	On Our Way to English Grade 5 ©2010 (Continued)		2010	5		
	On Our Way to English Keeping Up With Claire Leveled Reader 6pk				9780547287751	
	On Our Way to English Space Mail Leveled Reader 6pk				9780547287782	
	On Our Way to English That's About Right: Estimating Leveled Reader 6pk				9780547287829	
	On Our Way to English Dreamers And Doers Leveled Reader 6pk				9780547287843	
On Our Way to English No Fair! Leveled Reader 6pk				9780547287898		

**CONSENT AGENDA
AUGUST 16, 2012**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	R=Resource Correlation*
Mifflin Harcourt Publishing Company	On Our Way to English Read All About It! Leveled Reader 6pk				9780547287928	
	On Our Way to English Bugs, Beware! Leveled Reader 6pk				9780547287966	
	On Our Way to English How's The Weather? Leveled Reader 6pk				9780547288024	
	On Our Way to English To Trade Or Not To Trade Leveled Reader 6pk				9780547288031	
	On Our Way to English The Long Trail Home Leveled Reader 6pk				9780547288086	
	On Our Way to English Lost In A Cave Leveled Reader 6pk				9780547288116	
	On Our Way to English Reading Strategy Cards Grade 5				9781418986469	
	On Our Way to English ELL Assessment Kit: Elementary Grades K-5				9781418923716	
	On Our Way to English Shared Reading and Writing Strand Grade 5 (Includes Thematic Teacher's Guide, Comprehension Organizer Posters, Shared Writing Cars, Phonics Song Chart, Big Books, Student Anthology, Writing Resource Guide, Phonics Audio CD, Skills Masters, Assessment Handbook) <i>All titles in this Strand are included in Complete Package.</i>				9780547285634	
	On Our Way to English Thematic Teacher's Guide with Transparencies Grade 5				9780547272931	
	On Our Way to English Overhead Transparencies Grade 5 (included in Thematic Teacher's Guide with Transparencies)				9781418985400	
	On Our Way to English Student Anthology 10pk Grade 5				9780547273389	
	On Our Way to English Shared Writing Card Kit Grade 5				9780547284613	
	On Our Way to English Word Study Song Charts Grade 5				9781418985226	
	On Our Way to English Assessment Handbook Grades K-5				9781418981167	
	On Our Way to English Skills Masters Grade 5				9781418985103	
	On Our Way to English Writing Resource Guide Grade 5				9781418985462	
	On Our Way to English Student Anthology Audio CD Grade 5				9781418984793	
	On Our Way to English Word Study Audio CD Grade 5				9781418984809	
	On Our Way to English Student Anthology eBook CD-ROM Grade 5				9781418981693	
	On Our Way to English Student Anthology eBook Online Grade 5				9780547279008	
	On Our Way to English Interactive Language and Phonics CD-ROM Grade 5				9781418981822	
	On Our Way to English Online Leveled Readers, 6-Year Subscription Grades K-5				9780547497327	
	On Our Way to English Online Interactive Academic Language Builders Poster, 6-Year Subscription Grade 5				9780547558271	
On Our Way to English Online Interactive Vocabulary Cards, 6-Year Subscription Grade 5				9780547558196		

**CONSENT AGENDA
AUGUST 16, 2012**

SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Idaho Statute Section 33-1252 Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members, one (1) from the State Department of Education, and one (1) from the Division of Professional Technical Education to be appointed by the State Board of Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of the private colleges of the state, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions of Department of Education and Private Higher Education from the State Department of Education and the Idaho Association of Colleges for Teacher Education, respectively. Resumes from interested individuals are attached.

ATTACHMENTS

Attachment 1 – Resume for Nick Smith	Page 3
Attachment 2 – Resume for Paula Kellerer	Page 7
Attachment 3 – Current Membership	Page 10

BOARD ACTION

I move to approve Nick Smith as a member of the Professional Standards Commission for a term of three years representing the Department of Education, effective August 16, 2012.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Paula Kellerer as a member of the Professional Standards Commission for a term of three years representing Private Higher Education, effective August 16, 2012.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
AUGUST 16, 2012**

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**CONSENT AGENDA
AUGUST 16, 2012**

3697 E. Timbersaw Dr. • Boise, ID • 83716
Phone (208) 921-2671 • E-mail NWSmith@sde.idaho.gov

NICHOLAS W. SMITH

EDUCATION

- 2006 University of Idaho
Masters Educational Leadership
- 2002 University of Idaho
Bachelor of Science Education
Secondary Education Social Science Major, Health Minor

PROFESSIONAL EXPERIENCE

- 2012 – Present **Idaho State Department of Education**
Deputy Superintendent of Federal Programs
- Overseeing all federal programs including, ESEA/NCLB Programs, Special Education, School Improvement/Statewide System of Support and Child Nutrition Programs as well as Teacher Certification and Professional Standards
 - Work directly with School Accreditation
- 2011 – 2012 **Idaho Digital Learning Academy**
Director of Educational Programs
- Supervised program areas of Professional Development and Differentiated Online Instructional Models including Blended Learning
 - Worked directly with Marketing, Outreach and State Partnerships
- 2007 – 2011 **Idaho State Department of Education**
Deputy Superintendent of School Support Services
- Supervised program areas of Teacher Certification and Professional Standards, Coordinated School Health, Driver Education, Indian Education and GEAR Up
 - Worked directly with Rural Schools, Alternative Schools, School Accreditation
- 2006 *Civic Education Coordinator*
- Supported Idaho’s Civic Mission of Schools in K-12 education
 - Provided resources and training to support Idaho’s districts in their mission to infuse Civic Education, Character Education and Service Learning into their schools

**CONSENT AGENDA
AUGUST 16, 2012**

- Established partnerships working with Adult Basic Education and Idaho Digital Learning Academy in relation to curriculum development, marketing and promotion of courses

Bliss School District

2003 – 2006

Dean of Students/ Social Studies and Health Teacher

- Duties of Jr. High and High School principal
- Director of Gifted and Talented program (K-12)
- Administrator of school wide Professional Technical Education programs
- Advisor for local National Honor Society
- Teacher: American Government, Idaho History, Health

2002 – 2003

Social Studies / Health Teacher

- World Geography
- Idaho History
- U.S. History
- World History
- Health

CERTIFICATIONS

Administration Certification

Standard Secondary

- Social Studies 6 – 12
- History 6 – 12
- Health 6 – 12

Idaho Technology Test

- Passed Spring 2002

Mathematics for Instructional Thinking Course

- Passed Summer 2009

HONORS AND DISTINCTIONS

2005 – 2006	North Side Conference Boys Track and Field Coach of the Year
2004 – 2005	North Side Conference Boys Track and Field Coach of the Year
2003 – 2004	Idaho 4 th District Boys Track and Field Coach of the Year
2003 – 2004	North Side Conference Boys Track and Field Coach of the Year

ADDITIONAL PROFESSIONAL ACTIVITIES

**CONSENT AGENDA
AUGUST 16, 2012**

Grant Writing and Management

- 2007 – 2011 *Rural Education Achievement Program (REAP) Grant and Program Manager*
- Managed the Rural and Low Income School Program and the Small Rural School Achievement Program Federal grants which provide funding to rural schools to address their unique needs
- 2006 *English Language Civics Grant*
- Joint project with the Idaho Digital Learning Academy and Adult Basic Education
 - A grant that funded the creation of an online Citizenship Education program to educate immigrants in civics and the English language
- 2006 *Learn and Serve Idaho*
- Managed Idaho’s Service Learning Grant
 - Reviewed Learn and Serve school/district grant applications
 - Filed grant progress and closeout reports
- 2006 *Character Education Sustainability Grant*
- Infuse and sustain Character Education into the Bliss School District’s curriculum and overall school vision and mission

Committees and Commissions

- 2008 – 2011 *Idaho High School Activities Association*
- Served as a board member of the Idaho High School Activities Association representing the State Department
- 2008 *Teacher Evaluation Task Force*
- Served as facilitator of the Teacher Evaluation Task Force
 - Worked to develop statewide minimum standards for teacher evaluation in Idaho
- 2007 – 2012 *Idaho State Accreditation Committee*
- Served as a Commissioner of the Idaho State Accreditation Committee for Northwest Association of Accredited Schools (NAAS)
 - Represented the State Department of Education in the Accreditation process
- 2007 – 2011 *Professional Standards Commission*
- Served as liaison between the PSC and the State Department of Education
 - Served on the Standards Sub-committee
- 2007 – 2011 *State Department of Education Representative to the Idaho Association of Secondary School Principals*
- Served as liaison between IASSP and the State Department of Education

**CONSENT AGENDA
AUGUST 16, 2012**

- 2007 – 2009 *Rural Education Task Force*
- Served as Chairman of the Rural Education Task Force
 - Worked to identify solutions to the issues facing Rural Schools
- 2006 *Social Studies Roundtable*
- A group of social studies educators brought together to:
 - Increase collaboration between social studies organizations
 - Increase participation, professional development and the profile of Social Studies throughout the State of Idaho
- 2006 *Abraham Lincoln Bicentennial Commission*
- Idaho State Department of Education representative on the Commission established by Governor Dirk Kempthorne to plan for a statewide recognition and celebration of the 200th Anniversary of Lincoln's birth on February 12, 2009
 - Specific task of planning the role that schools will play in the Bicentennial celebration
- 2003 – 2006 *International Education Taskforce*
- Lesson developer
 - Education missions to:
 - Germany
 - Basque Country, Spain
 - China
 - Jordan
- Other Activities**
- 2002 – 2006 *Center for Civic Education Project Citizen Idaho District Coordinator*
- National Trainer for Project Citizen
 - Mentoring teachers on the use of Project Citizen in their classrooms at Project Citizen Regional Institutes
 - Promoting Project Citizen in Idaho
 - Supporting teachers who use Project Citizen in the classroom
- 2002 – 2006 *Coaching*
- Head Boys Track Coach: 2003, 2004, 2005, 2006
 - Varsity Boys Basketball Coach: 2003-04, 2004-05, 2005-06
 - J.V. Boys Basketball Coach: 2002-03, 2003-04, 2005-06

**CONSENT AGENDA
AUGUST 16, 2012**

**Paula D. Kellerer, Ph.D.
263 Mikyl Ridge Loop, Nampa, ID 83686
Phone 208-467-8729 (O) 208-468-9941 (H)
Email pkellerer@nnu.edu**

I. EDUCATION

2006	Ph.D. in Education Administration	University of Idaho	Moscow, ID
2004	Ed.S. in Education Administration	University of Idaho	Moscow, ID
1986	M.A. in Curriculum and Instructions	Boise State University	Boise, ID
1985	B.A. in Mathematics Education	Northwest Nazarene Univ.	Nampa, ID

EMPLOYMENT

2010-Present Associate Faculty, Northwest Nazarene University, Nampa, ID

- Dean, School of Education, Social Work and Counseling (June, 2012 – present)
- Education Department Chair (2011 – present)
- Program Director, Educational Specialist Program
- Program Director, Doctorate in Education Program
- Member, Graduate Faculty (Educational Leadership)
- Member, Graduate and Continuing Studies Council
- Member, Academic Restructure Committee
- Vice Chair, Graduate Education Admissions Council
- Chair, Education Advisory Council

2005-2010 Chief Academic Officer, Nampa School District #131, Nampa, ID

Worked as the Chief Academic Officer for a suburban district of 15,000 students.

- Curriculum
- Assessment
- Instruction Technology
- Patron Concerns
- Discipline
- Safety and Crisis Planning
- Staffing and Evaluation
- Federal
- Special Education – Supervised district special education programs.
- Supervision
- Professional

2004-2005 Chief Educational Officer (Principal), Centennial Elementary, Nampa, ID

- Instructional leader for Centennial Elementary school
- Elementary cluster instructional leader for Nampa High School cluster
- Supervised certified staff of 35.
- Supported and coached 4 other elementary principals in the Nampa High School Cluster
- Coordinated K-12 cluster (1 high school, 1 middle school and 5 elementary schools) efforts for student achievement.

**CONSENT AGENDA
AUGUST 16, 2012**

- 2002-2004 Chief Educational Officer, Parkridge, Owyhee, Central, Nampa, ID**
- Coordinated Instructional program for intermediate grades at Owyhee, Park Ridge and Central Elementary.
 - Coordinated district-wide intermediate instructional program with 2 other partner CEOs.
 - Supervised and evaluated 55 certified staff members
- 1998-2002 Building Administrator, Greenhurst Elementary, Nampa, ID**
- Served as assistant principal at Greenhurst Elementary, Idaho's largest year – round elementary school.
 - Supervised 10 certified staff members
 - Developed and implemented Title I reading program
- 1992-1997 Missionary, International Church of the Nazarene, Thailand**
Bangkok and Chiang Mai, Thailand
- Sponsorship coordinator at Mae Taeng Tribal Children's Home.
 - ELL Language Teacher at Mae Taeng Tribal Children's Home
 - Curriculum Development and Coordinator for Thai and Lahu Language.
 - Field Coordinator for Budgets
 - Project writer
 - Guest Teacher at Mae Taeng Public High School

II. PUBLICATIONS AND PRESENTATIONS

Thailand: Land of the White Elephant, NPH, Kansas City, MO, 1997 (Co-authored chapters 7 and 8)

Classroom Instruction the Works (2003). Multiple presentations and workshops presented at Park Ridge, Central, and Owyhee Elementary.

Achievement Comparisons in Idaho Charter Schools and their most closely matched demographic school (2006). Dissertation by Paula Kellerer.

What Works in Schools (2009) Presented to the Nampa School District Leadership Team (administrators, district office staff and teacher leaders).

Grading and Assessment (2009) Presented to the Nampa School District Leadership Team (administrators, district office staff and teacher leaders).

Balanced Leadership Framework (June 2008, multiple times throughout 2009 and 2010) Presented to the Nampa School District Leadership Team (administrators, district office staff and teacher leaders).

District Leadership the Works (2009) Presented to the Nampa School District Central Office Leadership team.

Professional Learning Communities (2009) Presented to the Nampa School District Leadership Team (administrators, district office staff and teacher leaders).

**CONSENT AGENDA
AUGUST 16, 2012**

Classroom Instruction the Works (2010). Multiple presentations and workshops presented at Idaho Digital Virtual Academy Middle School (virtual presentations)

Implementation of the RTI Process: A District's Journey. Presented at the State of Idaho Response to Intervention Conference (April, 2010).

Faculty Sharing Mission (November, 2011). Chapel Speaker. Northwest Nazarene University.

COMMUNITY AND VOLUNTEER SERVICE

- Wednesday Night Children's Bible Buddies Teacher Assistant (12 years)
- Nursery Volunteer – College Church
- Children's Ministries Council - Led a review process and search for new Children's pastor at College Church.
- Counter – Participates in a team that counts offerings and records donations for College Church
- Adult Sunday School Leader – Connections Class, College Church
- Youth Mission Trip Sponsor to Taiwan
- Missions Director, Bonner Springs Church of the Nazarene
- University District – member and Executive Committee Member (2006-2010)
- Healthy Families Nampa – member and Executive Board Member (2009-2011)
- Nampa Schools Foundation – member and Executive Board Member (2010 – present)
- Kids Zone Child Care – Member of Governing Board (2010 – present)
- Neighborhood Hope and Winter's Hope Volunteer (Community Service projects sponsored by the College Church of the Nazarene)

**CONSENT AGENDA
AUGUST 16, 2012**

Professional Standards Commission Members – 2012-2013

Kathy Aiken
Public Higher Education (Letters and Sciences)
Moscow, Idaho

Laural Nelson
School Superintendent
Hazelton, Idaho

Clara Allred
Special Education Administrator
Twin Falls, Idaho

Mikki Nuckols
Secondary Classroom Teacher
Idaho Falls, Idaho

Cathy Bierne
Elementary Classroom Teacher
Rathdrum, Idaho

Glenn Orthel
Professional-Technical Education
Boise, Idaho

Diane Boothe
Public Higher Education
Boise, Idaho

Daylene Petersen
Secondary Classroom Teacher
Nampa, Idaho

Esther Henry
Secondary Classroom Teacher
Rigby, Idaho

Taylor Raney
Elementary School Principal
Meridian, Idaho

Position Open
Private Higher Education

Anne Ritter
School Board Member
Eagle, Idaho

Kelly Leighton
Exceptional Child Education
Coeur d'Alene, Idaho

Shelly Rose
School Counselor
Mountain Home, Idaho

Cori Mantle-Bromley
Public Higher Education
Moscow, Idaho

Dan Sakota
Secondary Classroom Teacher
Rigby, Idaho

Becky Meyer
Secondary School Principal
Sandpoint, Idaho

Position Open
Deputy Superintendent

CONSENT
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Board approval of University of Idaho operating agreement with University of Idaho Foundation

REFERENCE

August 2009 Board approval of University of Idaho operating agreement with UI Foundation

July 2012 Audit Committee reviewed and recommended Board approval of the revised operating agreement

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E.

IMPACT

There were no revisions to the operating agreement.

ATTACHMENTS

Attachment 1 – UI Foundation Operating Agreement	Page 3
Attachment 2 – Loaned Employee Agreement	Page 19

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the Operating Agreement between the University of Idaho Foundation, Inc. and University of Idaho, including the Agreement for Loaned Employee, as presented.

Motion by _____ Seconded by _____ Carried Yes ___ No ___

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**OPERATING AGREEMENT
THE UNIVERSITY OF IDAHO AND
THE UNIVERSITY OF IDAHO FOUNDATION, INC.**

This agreement ("Operating Agreement") is entered into effective the 31 day of August 2009 by and between the University of Idaho ("University") and the University of Idaho Foundation, Inc. ("Foundation"). The University and the Foundation are sometimes collectively referred to herein separately as a "Party" and collectively as the "Parties."

WHEREAS, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Foundation's mission includes the management and distribution of private support to enhance the growth and development of the University;

WHEREAS, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;

WHEREAS, the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively the "State Board") have promulgated Policies and Procedures to be effective as of July of 2008 ("State Board's Policies and Procedures") which are attached hereto as Exhibit "A";

WHEREAS, Section V.E.2.c. of the State Board's Policies and Procedures requires the University to enter into a written operating agreement with the Foundation that sets forth their operating relationship; and

WHEREAS, the Foundation and the University intend for this agreement to be the written operating agreement required by Section V.E.2.c. of the State Board's Policies and Procedures.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, the University and the Foundation hereby agree as follows:

ARTICLE I

FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-Laws, and the State Board's Policies and Procedures, the Foundation shall: (1) assist in the solicitation of, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable polices of the State Board; or (3) the role and mission of the University.

ARTICLE II

FOUNDATION'S ORGANIZATIONAL DOCUMENTS

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University. All amendments of such documents shall also be provided to the University. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

ARTICLE III

UNIVERSITY RESOURCES AND SERVICES

A. *University Employees.*

1. *Liaison:* The University's Vice President for University Advancement shall serve as the University's liaison to the Foundation (the "Liaison"). The duties and responsibilities of the Liaison are as follows:

a. The Liaison shall be responsible for communicating with the Foundation regarding the University's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

b. The Liaison or the Liaison's designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's fundraising efforts. The Liaison may also report other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.

2. *Executive Director:* The Executive Director of the Foundation is an employee of the University who is loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:

a. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.

b. The Executive Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.

c. The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Executive Director.

d. In the event the Executive Director resigns, is terminated according to the terms of the Loaned Employee Agreement, or otherwise leaves the employ of the University, hiring of the subsequent Executive Director shall be done in accordance with Foundation procedures, University procedures (including University equal employment procedures), and applicable law (including laws applicable to the University). The Foundation shall have the ability to terminate the Loaned Employee Agreement upon notice to the University as further set forth in the Loaned Employee Agreement. The Foundation must provide the University with prior approval to hire any employee that the Foundation and University intend to be a loaned employee before the University employs such individual.

e. The University and the Foundation may elect to enter into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "B." The additional loaned employees shall report to either the Foundation Board or

the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees shall have no function at the University other than to act in their capacity as employees loaned to the Foundation.

f. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director's contract with the University, if any.

3. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Foundation shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

B. *Support Staff Services.* The University shall provide administrative support in financial, accounting, investment and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement"). Except as specifically provided otherwise herein, all University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. *University Facilities and Equipment.* The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement.

D. *No Foundation Payments to University Employees.* Notwithstanding any contrary provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article.

ARTICLE IV

MANAGEMENT AND OPERATION OF FOUNDATION

A. *Gift Solicitation.*

1. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for

the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

2. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

B. *Acceptance of Gifts.*

1. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

2. *Acceptance of Gifts of Real Property.* The Foundation shall conduct due diligence on all gifts of real property that it receives. All gifts of real property that are intended solely by the donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board before such gifts are accepted by either the University or the Foundation. The University shall be responsible for obtaining this approval by the State Board. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

3. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated Gift Administration Office (a unit of the University's Trust and Investment Office) in accordance with the Service Agreement.

C. *Fund Transfers.* The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors. All transfers and expenditures noted in this Section must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Foundation's sole mission to support the University.

1. *Restricted Gift Transfers.* The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of

such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.

2. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. The Foundation may make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in such Board's sole discretion.

D. *Foundation Expenditures and Financial Transactions.*

1. *Signature Authority.* The Foundation designates the Foundation Chairman and Treasurer as the individuals with signature authority for the Foundation in all financial transactions. The Foundation's Treasurer may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Foundation employee, an employee loaned to the Foundation, or a Foundation Board member who is not a University employee. In no event may the person with Foundation signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Foundation.

2. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

E. *University Report on Distributed Funds.* On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

F. *Transfer of University Assets to the Foundation.* No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

1. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such gift shall be deposited in a University account and, except for transfers described in subsections 2 and 4 of this Section, State Board approval will be required prior to the University's transfer of such funds to the Foundation.

2. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (i) the gift is less than \$10,000, and (ii) the gift will be invested by the Foundation for scholarship or other general University support purposes. This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

G. *Separation of Funds.* All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts and shall be kept in a secured database that is protected by separate password-only access. For convenience, however, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

H. *Insurance.* To the extent that the Foundation is not covered by the State of Idaho Retained Risk Program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

I. *Investment Policies.* All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "D"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "D".

J. *Organization Structure of the Foundation.* The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "E" and the Foundation's By-Laws dated January 30, 2009, which are attached at Exhibit "F." The Foundation agrees to provide copies of such Articles and By-Laws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "E" and Exhibit "F", respectively.

K. *Conflicts of Interest.* The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."

ARTICLE V

FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. *Access to Records.* The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, Foundation policies, and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this agreement or the applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access shall not include donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation.

B. *Records Management.*

1. The University acknowledges that in most cases the University is the primary recipient and depository of confidential donor information. The Parties recognize, however, that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

2. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, By-Laws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

3. The Foundation's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Foundation is not a public agency or a governing body as defined in the

Idaho Code and the Idaho Open Meeting Law and Access to Public Records Statutes. Nothing in this Operating Agreement shall be construed as a waiver of the Foundation's right to assert exemption from these statutes.

C. *Name and Marks.* Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "The University of Idaho" and "The University of Idaho Foundation" and "The University of Idaho Foundation, Inc." in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

D. *Identification of Source.* The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

E. *Establishing the Foundation's Annual Budget.* The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing by the President of the University to the Foundation's Treasurer by April 1 of each year.

F. *Attendance of the University's President at Foundation's Board of Director Meetings.* The Foundation may invite the University's President to attend meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

G. *Supplemental Compensation of University Employees.* No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must be paid by the Foundation to the University and the University shall then pay or reimburse the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

A. *Fiscal Year.* The Foundation and the University shall have the same fiscal year.

B. *Annual Audit.* The Foundation shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards

Board principles as appropriate. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board of Directors. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

C. *Separate Audit Rights.* The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, A above.

D. *Annual Reports to University President.* Upon request, the Foundation shall provide a written report to the University President setting forth the following items:

1. the annual financial audit report;
2. an annual report of Foundation transfers made to the University, summarized by University department;
3. an annual report of unrestricted funds received by the Foundation;
4. an annual report of unrestricted funds available for use during the current fiscal year;
5. a list of all of the Foundation's officers, directors, and employees;
6. a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
7. a list of all state and federal contracts and grants managed by the Foundation;
8. an annual report of the Foundation's major activities;
9. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
10. an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such

year, and identification of any potential or threatened litigation involving the Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy.

ARTICLE VII

CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

A. *Conflicts of Interest Policy Statement.* The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."

B. *Dual Representation.* Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both Parties in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.

C. *Contractual Obligation of University.* The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

D. *Acquisition or Development of Real Estate.* The Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification by the University to the State Board required pursuant to this Section may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

ARTICLE VIII

GENERAL TERMS

A. *Effective Date.* This Agreement shall be effective on the date set forth above.

B. *Right to Terminate.* This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written

notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the Dispute Resolution mechanism described below (through reference to the Foundation's Chairman and the State Board) to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

C. *Dispute Resolution.* The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the University's President. If the Foundation's Chairman and University's President cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Foundation shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

D. *Dissolution of Foundation.* Upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "no member, director, officer, or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose."

E. *Board Approval of Operating Agreement.* Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

F. *Modification.* Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

G. *Providing Document to and Obtaining Approval from the University.* Unless otherwise indicated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

H. *Providing Documents to and Obtaining Approval from the Foundation.* Unless otherwise indicated herein, whenever documents are to be provided to the Foundation or whenever the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

I. *Notices.* Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President of the University of Idaho
University of Idaho
P.O. Box 443151
Administration Building Room 105
Moscow, Idaho 83844-3151

To the Foundation:

Executive Director
University of Idaho Foundation, Inc.
714 W. State Street, Suite 240
Boise, Idaho 83702

J. *No Joint Venture.* At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

K. *Liability.* The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

L. *Indemnification.* The University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

M. *Assignment.* This Agreement is not assignable by either Party, in whole or in part.

N. *Governing Law.* This Agreement shall be governed by the laws of the State of Idaho.

O. *Articles, Sections, Subsections and Subparagraphs.* This Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I), Sections that are identified by an uppercase letter followed by a period (for example A.), subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subsections (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).

P. *Severability.* If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Q. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

University of Idaho

By: 
Its: President

University of Idaho Foundation, Inc.

By: 
Its: Chairman

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**AGREEMENT FOR LOANED EMPLOYEE
UNIVERSITY OF IDAHO/UNIVERSITY OF IDAHO FOUNDATION, INC.**

THIS AGREEMENT is entered into by and between the UNIVERSITY OF IDAHO, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and THE UNIVERSITY OF IDAHO FOUNDATION, INC. a nonprofit corporation (“UIF”) and is effective the _____ day of _____, 2008.

BACKGROUND

A. UIF has asked University to make certain staff members available to fulfill various staffing requirements for UIF’s day-to-day operations.

B. University has agreed to loan its employee, ***** (“Loaned Employee”), to UIF to act in the capacity of ***** for UIF pursuant to the terms of this Agreement.

AGREEMENT

The parties agree as follows:

1. Relationship between Loaned Employee and University.

a. Status. At all times under this Agreement, Loaned Employee shall be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Regents and the University. UIF shall have control over all aspects of Loaned Employee’s day to day work, and Loaned Employee shall devote 100% of his or her working time to performing services for UIF. Only University may terminate the employment of Loaned Employee. Notwithstanding the foregoing, UIF may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with UIF policies and procedures and applicable law. The parties acknowledge that University and Loaned Employee have agreed and acknowledged that Loaned Employee’s contract with the University is contingent upon continuation of this Agreement and in the event this agreement is terminated Loaned Employee’s contract with the University will also terminate. Loaned Employee will be considered a loaned employee under the worker’s compensation law of the State of Idaho.

SUB-COMMITTEE DISCUSSION DRAFT

b. Compensation. University shall pay Loaned Employee a fiscal year salary rate of \$****, payable on the regular bi-weekly paydays of the University, and subject to adjustment in accordance with the University's regular policies and procedures. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. UIF shall pay University for this cost as provided in Section 3 below.

c. Travel Expenses. University shall reimburse directly to Loaned Employee costs incurred for UIF travel that is approved in advance by the UIF or the University. UIF shall pay University for this cost as provided in Section 3 below.

d. No Prohibition on Leasing Employee to UIF. University represents and warrants to UIF that there is no agreement with Loaned Employee nor any University policy or procedure (including, without limitation, any agreement, policy, or rule of the Idaho State Board of Education, the Regents or the University) that prohibits the University from leasing Loaned Employee to UIF pursuant to the terms of this Agreement. University further represents and warrants that Loaned Employee is eligible for benefits as a full-time leased employee under the term of all applicable University benefit plans. University shall indemnify, defend, and hold UIF harmless from any breach of the foregoing representations.

2. Relationship between UIF and Loaned Employee.

a. Supervision. Loaned Employee will work full time under the supervision and direction of the UIF Board of Directors. Loaned Employee will report directly to UIF President or her/his designee, who shall determine her/his duties to perform work for UIF.

b. Performance Evaluations. UIF will evaluate the performance of Loaned Employee on an annual basis at a time consistent with the annual reviews of exempt employees at the University. UIF will provide University with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.

3. Relationship between UIF and University.

a. Lease of Loaned Employee. During the term of this Agreement, so long as Loaned Employee is employed by University, University shall make available to UIF the full time services of Loaned Employee, subject to University's continued employment of Loaned Employee. The furnishing of Loaned Employee shall not be considered a professional service of the University to UIF, nor shall University be considered a contractor of UIF.

b. University to Provide Salary and Benefits. As indicated above, University

SUB-COMMITTEE DISCUSSION DRAFT

shall provide Loaned Employee with a fiscal year salary rate of \$**** and other University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including, without limitation, withholding and payment of payroll taxes, unemployment compensation, worker's compensation coverage, social security, and providing any fringe and welfare benefit programs for Loaned Employee. University shall indemnify, defend, and hold UIF harmless for the payment of all items set forth in this Section 3(b) and any claims or losses resulting from the administration of any employee benefits pursuant to any applicable law, including without limitation the Fair Labor Standards Act, the Employee Retirement Income Security Act, and the Internal Revenue Code.

c. Reimbursement of Salary and Benefits by UIF. UIF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits and any reimbursable costs such as travel expenses. Such costs will be billed annually and paid to the University in one annual installment. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, UIF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of five (5) years following the termination of this Agreement.

d. Review of Loaned Employee's Status/Discipline/Termination for Cause. Loaned Employee shall at all times remain an employee of University. Accordingly, University shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between University and Employee. As provided above, UIF will conduct an annual review of Loaned Employee. UIF will provide a copy of any documents related to its evaluation to the University no later than fourteen (14) days after the evaluation is completed. Based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance, UIF may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with UIF policies and procedures and applicable law. If UIF makes such a determination, UIF shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason UIF is discontinuing the services of Loaned Employee.

e. Indemnification by UIF for Acts of Loaned Employee. University shall have no liability to UIF for loss or damage directly resulting from the fault, negligence, misconduct, or other acts of the Loaned Employee while Loaned Employee is performing

SUB-COMMITTEE DISCUSSION DRAFT

activities on behalf of or at the direction of UIF. UIF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, for injuries (including death) to persons and for damages to property (including damage to property of UIF or others) arising out of or in connection with the activities of the Loaned Employee performed on behalf of or at the direction of UIF. Notwithstanding the foregoing, both parties may maintain any liability insurance coverage as it shall deem appropriate with respect to liabilities arising out of the acts or omissions of Loaned Employee.

f. Compliance With Employment Discrimination Laws.

- 1) UIF agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee as if Loaned Employee were an employee of UIF. UIF shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. UIF shall indemnify, defend, and hold University harmless from any claims or losses resulting from UIF's failure to comply with any applicable employment discrimination laws.
- 2) University agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee. University shall notify UIF within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. University shall indemnify, defend, and hold UIF harmless from any claims or losses resulting from University's failure to comply with any applicable employment discrimination laws.

4. General Terms

a. Term, Termination. The term that University shall lease Loaned Employee to UIF shall extend to *********, which is the term of employment specified in Loaned Employee's contract as an exempt employee of the University, unless it is terminated earlier upon the occurrence of any of the following:

SUB-COMMITTEE DISCUSSION DRAFT

- 1) Notice to University Due to Loaned Employee Performance Problems. Pursuant to Section 3(d) above, UIF may discipline Loaned Employee by taking action up to and including termination of this Agreement for cause based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance. If UIF makes such a determination, UIF shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason UIF is discontinuing the services of Loaned Employee.
- 2) Termination in the Event of Default. Either party may terminate the lease of Loaned Employee by University to UIF upon the material default of the other's performance provided that the non-defaulting party first provides the other with at least ten (10) day's notice of the default and an opportunity to cure such default within the notice period.
- 3) Discontinued Employment of Loaned Employee by University. The lease of Loaned Employee to UIF shall automatically terminate if Loaned Employee is no longer an employee of University for any reason.

The parties may extend the term of this Agreement at any time upon mutual agreement for a new term that is equal to the term of the Loaned Employee's renewed contract with the University. The UIF is under no obligation to extend the term of this Agreement for a new term, however, (in order to be consistent with University policies which call for at least 60 days notice if the University will not renew the Loaned Employee's employment agreement) in the event the UIF determines that it will not agree to an extension of the term of this Agreement the UIF will give University notice of its intention not to extend the term of this agreement at least 60 days prior to the expiration of the term of this Agreement. Failure to give the notice required hereunder shall NOT effect a renewal of the term of this agreement, rather it will only extend the term of this agreement long enough for 60 days notice to be given.

b. No Third Party Beneficiaries. The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable Regents and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline.

SUB-COMMITTEE DISCUSSION DRAFT

c. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Latah County.

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

To UIF:

University of Idaho Foundation, Inc. Phone: (208) 364-4065
Chairman Fax: (208) 364-4037
714 W. State Street, Suite 240
Boise, ID 83702

To the University:

University of Idaho Phone: (208) 885-6155
Vice President for Advancement Fax: (208) 885-4999
1106 Blake Avenue
Moscow, ID 83844-3150

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

e. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

f. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

g. Assignment. Neither party shall assign this Agreement without the prior written consent of the other.

SUB-COMMITTEE DISCUSSION DRAFT

h. Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.

i. Acknowledgment by Employee. This Agreement shall not be effective until it is executed by University and UIF and acknowledged by Loaned Employee pursuant to the signature blocks below.

Signature page follows.

SUB-COMMITTEE DISCUSSION DRAFT

The parties have executed this Agreement effective as of the date set forth above.

UNIVERSITY OF IDAHO
FOUNDATION,

UNIVERSITY OF IDAHO
INC.

Lloyd Mues, Vice President
Finance and Administration

_____, Chairman

Christopher Murray, Vice President
University Advancement

_____, _____

Acknowledgment by Loaned Employee:

Loaned Employee, by his or her signature below, acknowledges the terms of this Agreement between University and UIF and agrees that he or she is an employee of the University that is loaned to UIF pursuant to the terms of this Agreement. Loaned Employee further acknowledges that he or she is a 'loaned employee' pursuant to all state workman's compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by workman's compensation insurance held for the benefit of Loaned Employee by University, Loaned Employee will be precluded from recovering damages from UIF for such injury in accordance with applicable state workman's compensation laws.

Name: _____

CONSENT
AUGUST 16, 2012

LEWIS-CLARK STATE COLLEGE

SUBJECT

Board approval of Lewis-Clark State College operating agreement with Lewis-Clark State College Foundation

REFERENCE

October 2009 Board approval of Lewis-Clark State College operating agreement with LCSC Foundation

July 2012 Audit Committee reviewed and recommended Board approval of the revised operating agreement

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E.

IMPACT

Approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

ATTACHMENTS

Attachment 1 – LCSC Foundation Operating Agreement

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Lewis-Clark State College (LCSC) worked with the LCSC Foundation to revise the existing operating agreement which was approved by the Board in October 2009. The revisions included immaterial changes. The Audit Committee reviewed and recommended approval of the revised operating agreement. Staff recommends approval.

CONSENT
AUGUST 16, 2012

BOARD ACTION

I move to approve the revisions to the Operating Agreement between the Lewis-Clark State College Foundation, Inc. and Lewis-Clark State College as presented.

Motion by _____ Seconded by _____ Carried Yes ___ No ___

FOUNDATION OPERATING AGREEMENT

THIS OPERATING AGREEMENT, made and entered into this _____ day of _____ 200912, by and between LEWIS-CLARK STATE COLLEGE, hereinafter referred to as "College", and LEWIS-CLARK STATE COLLEGE FOUNDATION, INC., hereinafter referred to as "Foundation",

WHEREAS, the Foundation is a non-profit corporation incorporated on April 4, 1984 pursuant to the Idaho Nonprofit Corporation Act for the purpose of supporting Lewis-Clark State College, its students, staff, faculty and programs;

WHEREAS, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the parties hereby acknowledge that they will at all times conform to, and abide by, the Idaho State Board of Education's ("State Board") Governing Policy and Procedures, Gifts and Affiliated Foundations policy, Section V.E.; and

WHEREAS, the parties enter into this Agreement to establish the operating agreement between the parties, all as is required under Section V.E.2.c, of the State Board 's Policies and Procedures.

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

ARTICLE I Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the College. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall:

1. solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the College from the general public (including individuals, corporations, other entities and other sources);
2. manage and invest the money and property it receives for the benefit of the College; and
3. support and assist the College in fundraising and donor relations. In carrying out its purposes the Foundation shall not engage in activities that conflict with:
 - a. federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations);
 - b. applicable polices of the State Board; or

- c. the role and mission of the College.

ARTICLE II Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the College. All amendments of such documents shall also be provided to the College and State Board. Furthermore, the Foundation shall, to the extent practicable, provide the College with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

Article III Institutional Resources and Services

- 1. Staff.** The Director of College Advancement, an employee of the College, shall serve as Executive Director of the Foundation and shall supervise the College Advancement Staff who are likewise employees of the College and who will provide administrative services to the Foundation. The College is responsible for the employment and compensation of College Advancement Staff providing services to the Foundation, including the Director of College Advancement in his or her capacity as Executive Director of the Foundation. The Budget Director of the College shall serve as Treasurer of the Foundation and shall provide and/or supervise the provision of financial and accounting services for the Foundation. While providing services to the Foundation, College employees are subject to the oversight and direction of the Board of Directors of the Foundation.
- 2. Other Services.** The College shall provide the following additional services to the Foundation:
 - a. Access to the College's financial system to receive, disburse and account for funds of the Foundation. Except for funds transferred into Foundation's brokerage accounts, all funds received by the Foundation shall be deposited with the College and credited to one or more agency accounts established in the name of the Foundation within the College's financial system. In using the College's financial services, the Foundation shall comply with the College's financial and administrative policies and procedures.
 - b. Accounting services, to include cash receipts and disbursements, accounts receivable and payable, bank reconciliation, reporting and analysis, and internal auditing.
 - c. Investment, insurance, and similar services.
 - d. Development services, including research, information systems, donor records, communications and special events.
- 3. Facilities, Furnishings and Office Equipment.** The business office of the Foundation shall be located in the College Advancement Office at 500 8th Avenue, Lewiston, Idaho. The College will provide office space to the Foundation including

providing all maintenance and utilities, and local and long-distance telephone service for use in the business of the Foundation. The furnishings, computers, copiers and other items of office equipment used in the Foundation's office are owned by the College but shall be made available for use in the business of the Foundation. The cost of repairing, maintaining and replacing such furnishings and equipment shall be paid by the College.

- 4. Reimbursement.** Except as otherwise provided in this Agreement, the Foundation shall have no obligation to reimburse the College for costs incurred by the College for personnel, use of facilities or equipment or for other services provided to the Foundation by the College. No payments shall be made directly from the Foundation to College employees in connection with resources or services provided to the Foundation under this Agreement.

Article IV Management and Operation of Foundation

1. Gift Solicitation.

- a. Form of Solicitation.** Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the College; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides with the Foundation's Board of Directors.
- b. The Foundation is Primary Donee.** Absent unique circumstances, donors shall be requested to make gifts directly to the Foundation rather than to the College.
- c. Real Property.** No gifts, grants or transfers of real or personal property will be accepted by the Foundation which do not comply with state law, State Board and College policy.
- d.** The Foundation shall not accept gifts or grants containing a condition committing the College financially or contractually without prior written approval of the College President or VP for Finance and Administration.

2. Receiving, Depositing, Disbursing and Accounting for Funds.

- a. General.** College Advancement staff on behalf of the Foundation shall receive, accept and administer gifts in accordance with the Foundation's Gift Acceptance Policy and Policy for Accounting of Gift Revenue, copies of which are attached hereto as Exhibits A and B. The College's financial systems and administrative policies and procedures will be utilized in receiving, depositing, disbursing and accounting for funds of the Foundation.
- b. Institutional Funds Transferred to the Foundation.** In compliance with the policies of the State Board, the College shall not transfer institutional funds, assets, or liabilities directly or indirectly to the Foundation without the prior approval of the State Board and the Foundation Board of Directors. Segregation of duties among College employees who provide accounting and

reporting support to the Foundation will be maintained to prevent unauthorized access to or transfer of funds to or from the College and Foundation.

c. Funds Transferred to College. Funds, including gifts designated by the donor to a specific College department or program, will not be transferred from the Foundation to the College except as approved by the Foundation Board of Directors. The College official responsible for that department or program will be notified of the transfer and the purpose of the gift by the College Advancement Staff. The College official into whose department or program Foundation funds have been transferred shall be responsible to account for those funds in accordance with College policies and procedures, to use those funds for their designated purposes, and shall notify the Foundation of the use of those funds on a timely basis. Once funds have been transferred to the College, the transferred funds shall be the property of the College.

3. Signature Authority. Foundation expenditures, transfer of funds and financial transactions must be authorized and approved by the Board of Directors or officers designated by the Board. Signature authority on behalf of the Board shall be exercised only by the President and Vice President. No College employee (including, but not limited to, a College Vice-President) shall have the authority to sign on any transaction on behalf of the Foundation.

4. Investment Policies. Gifts will be invested in accordance with the guidelines set out in the "Investment Policy Statement," a copy of which is attached hereto as Exhibit C. The responsibility for investment of gifted funds resides with the Foundation's Board of Directors who act upon the recommendations promulgated by the Foundation's Finance and Investment Committee. College employees may provide technical information and reports to the Committee but have no voting rights and are not part of the policy approval process.

5. Insurance. To the extent that the Foundation is not covered by the State of Idaho Risk Management insurance, the Foundation shall maintain insurance to cover the operations and activities of its Board of Directors and Officers, attached as Exhibit D.

6. Separation of Foundation and College Funds. Foundation and College funds will not be co-mingled. Foundation funds will be deposited in the College's financial system and credited to the appropriate agency account in the Foundation name. It shall be the responsibility of the Foundation Treasurer to reconcile the Foundation's agency accounts on a monthly basis. The Foundation Treasurer shall make a monthly written financial report to the Foundation Board in accordance with generally accepted accounting principles.

7. Description of Organizational Structure of Foundation.

- a. **Foundation Board of Directors.** The Foundation is a non-profit corporation organized under the laws of the State of Idaho. It is governed by a board of not more than thirty ~~one (31) (30)~~ directors. ~~One of these directors is the President of the LCSC Alumni Association Board of Directors who serves on the Foundation Board during the term of his/her Alumni Association office.~~ The directors are elected by the Foundation Board members. Foundation Directors serve staggered terms of up to three (3) years. The President, the Provost and Vice President for Academic Affairs, the Vice President for Finance and Administration, the Budget Director of the College, ~~and~~ the Faculty Senate Chair-Elect ~~and the LCSC Alumni Association Board Representative~~ are Designated Members of the Foundation who are entitled to attend meetings of the Foundation Board of Directors but are not entitled to vote. Other College officials may serve as advisors to Foundation's Board and may be invited to attend meetings of the Foundation Board on a case-by-case basis.
- b. **Board Committees.** The standing committees of the Foundation Board of Directors shall be the Executive Committee, the Scholarship Committee, and the Finance and Investment Committee. The composition, duties and authority of each of those committees is set out on Exhibit E.
- c. **Executive Director.** The chief operating officer of the Foundation is its Executive Director who is employed by the College as Director of College Advancement. In the performance of his or her duties with the Foundation, the Executive Director shall report to and be subject to the direction of the Foundation Board of Directors. The Executive Committee of the Foundation Board may prepare and provide to the College President an annual written job performance evaluation of the Executive Director.
- d. **Officers.** The Chief Executive Officer of the Foundation is the President who is elected by the Board of Directors. The Foundation Board of Directors also elects a Vice President and Secretary. The Treasurer of the Foundation is the College Budget Officer. In the performance of his or her duties with the Foundation, the Treasurer shall report to and be subject to the direction of the Foundation Board of Directors.

Article V

Relationship between the Foundation and the College

1. Access to Foundation Books and Records.

- a. The financial records of the Foundation shall be available to the College, its officers and representatives in accordance with the policies and procedures of

the College. Other financial records of the Foundation shall be made available to the College at reasonable times upon written request of the College President or his or her designee.

- b.** Donor records containing information with respect to gifts to the Foundation are the property of the Foundation and shall be maintained and secured by the College. The Foundation and the College shall take the steps necessary to monitor and control access to donor records and to protect the security of the donor database. The College shall not access such information except in compliance with the Foundation's donor confidentiality policies. The College shall enforce policies that support the Foundation's ability to respect the privacy and preserve the confidentiality of donor records. The Foundation will provide information contained in donor records to College officials upon request in accordance with applicable laws, Foundation policies and guidelines. Such information may also be provided to Foundation officers and Foundation Board members.

2. Foundation Budget. The Finance and Investment Committee of the Foundation Board shall, in consultation with the College President or his or her designee, develop a proposed annual operating budget and capital expenditure plan. After a final review by College President, the budget and capital expenditure plan shall be presented to the full Foundation Board for approval.

3. Compensation to College Employees. It is not anticipated that Foundation will provide supplementary compensation to College employees. The Foundation Board of Directors may provide funds to the College annually for Faculty and Staff Achievement Awards. The College identifies the faculty and staff members who will be recipients of those awards and disburses the funds to the recipients.

Article VI Audit and Reporting Requirements

1. Fiscal Year. The Foundation and the College shall have the same fiscal year.

2. Independent Audit. The business and affairs of the Foundation shall be audited annually as a component unit of the College by the independent certified public accountants who are the auditors for the College. Those accountants shall not be officers or directors of the Foundation. The audit shall be a full scope audit, performed in accordance with generally accepted auditing standards [and prepared in accordance with Government Accounting Standards Board \(GASB\) principles or Financial Accounting Standards Board \(FASB\) principles, as appropriate](#). The cost of the audit shall be paid by the College. A written report of the audit shall be provided to the Idaho State Board of Education.

3. Foundation Reports to the College President. The Foundation shall provide the following reports to the President of the College. Except for the audit report prepared by College's independent auditor, these reports will be prepared by or under the

direction of the Executive Director. Copies of each report shall be provided to the Foundation Board. The reports and their frequency are as follows:

- a. Annual financial audit report;
- b. Annual report of transfers made to the College, summarized by departments;
- c. Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
- d. A list of Foundation officers and directors shall be provided annually and the President shall be promptly notified of any changes in that list;
- e. A list of any College employees for whom the Foundation made payments to College for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment
- f. A list of all state and federal contracts and grants managed by the Foundation;
- g. An annual report of the Foundation's major activities;
- h. An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the College; and
- i. An annual report of any actual litigation involving the Foundation during its fiscal year, as well as legal counsel used by the Foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the Foundation.

Article VII Conflicts of Interest and Code of Ethics

1. Conflicts of Interest Policy Statements. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached as Exhibit F.

2. Dual Representation. Under no circumstances may a College employee represent both the College and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the College and the Foundation. This shall not prohibit College employees from drafting transactional documents that are subsequently provided the Foundation for its independent review, approval and use.

3. Contractual Obligation of College. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the College without first obtaining the prior written approval of the College. College approval of any such contract shall comply with policies of the State Board with respect to approval of College contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the College's use without first

obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the College shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the College's use shall be a coordinated effort of the College and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

Article VIII General Terms

- 1. Effective Date.** This Agreement shall be effective on the date set forth above.
- 2. Right to Terminate.** This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default.

Should the College choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the College to pay, within 180 days of written notice, all debt incurred by the Foundation on the College's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives.

Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the College that is not cured within the time frame set forth above, the College may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner.

The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

- 3. Board Approval of Operating Agreement.** Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once

every ~~two (2)~~ three (3) years or more frequently if otherwise requested by the State Board.

4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

5. Providing Document to and Obtaining Approval from the College. Unless otherwise indicated herein, any time documents are to be provided to the College or any time the College's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the College's President or an individual to whom such authority has been properly delegated by the College's President.

6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the College:

President
Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501

To the Foundation:

President
Lewis-Clark State College Foundation, Inc.
500 8th Avenue
Lewiston, ID 83501

8. No Joint Venture. At all times and for all purposes of this Operating Agreement, the College and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

9. Liability. The College and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

10. Indemnification. The College and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or

negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend to the College's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

- 11. Dispute Resolution.** The parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the President of the Foundation and the College President. If the Foundation and the College President cannot resolve the dispute, then the dispute will be referred to the Foundation President and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.
- 12. Dissolution of Foundation.** Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the College, to a reincorporated successor Foundation organized to benefit the College, or to the State of Idaho for public purposes, in accordance with Idaho law.
- 13. Assignment.** This Operating Agreement is not assignable by either party, in whole or in part.
- 14. Governing Law.** This Operating Agreement shall be governed by the laws of the State of Idaho.
- 15. Severability.** If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.
- 16. Entire Operating Agreement.** This Operating Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

17. List of Attachments

Exhibit A – Gift Acceptance Policy

- Exhibit B – Policy for Accounting for Gift Revenue
- Exhibit C – Investment Policy Statement
- Exhibit D – Directors and Officers Liability Insurance
- Exhibit E – Committee Descriptions
- Exhibit F – Policy on Conflict of Interest

IN WITNESS WHEREOF, the College and the Foundation have executed this agreement on the above specified date.

LEWIS-CLARK STATE COLLEGE

BY _____

COLLEGE

LEWIS-CLARK STATE COLLEGE
FOUNDATION, INC.

BY _____

FOUNDATION

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	IDAHO STATE UNIVERSITY ANNUAL REPORT	Information Item
2	PRESIDENTS' COUNCIL REPORT	Information Item
3	IDAHO PUBLIC TELEVISION ANNUAL REPORT	Information Item
4	PROPOSED RULE – IDAPA 08.01.10 – WORK STUDY PROGRAM	Motion to Approve
5	PROPOSED RULE – IDAPA 08.01.11 – PROPRIETARY SCHOOLS REGISTRATION	Motion to Approve
6	PROPOSED RULE – IDAPA 08.01.14 – IDAHO RURAL PHYSICIAN INCENTIVE FUND	Motion to Approve
7	PROPOSED RULE – IDAPA 08.02.02 – RULES GOVERNING UNIFORMITY (ALT CERT)	Motion to Approve
8	PROPOSED RULE – IDAPA 08.02.04 AND 08.03.01 – CHARTER SCHOOLS	Motion to Approve
9	PROPOSED RULE – IDAPA 47.01.01 - IDVR	Motion to Approve
10	PRESIDENT APPROVED ALCOHOL PERMITS	Information Item
11	STUDENTS COME FIRST INITIATIVES	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Idaho State University (ISU) Annual 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 Idaho State University 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.

President Art Vailas will provide a 15-minute overview of ISU's progress in carrying out the College's strategic plan.

IMPACT

Idaho State University's 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.

ATTACHMENT

Attachment 1 – Presentation Outline

Page 3

BOARD ACTION

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

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Idaho State University (ISU) Annual Progress Report:

Strategic Plan Implementation

- Alignment with SBOE Strategic Plan, 60% Goal and ISU Core Themes
- Integration with Financial Planning and Resource Allocations
- Assessment Plan
- Benchmarks
- Accomplishments

Budget

- ISU Staff Distribution by Employee FTE (Faculty, Managerial/Professional, and Classified)
- Operating and Non-operating Revenue Sources for 2012
- ISU Long-Term Debt, Yearly Payments, and Bond Rating Reviews
- ISU Tuition Increase History

Enrollment and Retention

- Headcount
- Full-time equivalency
- Residency status
- Credit hour production
- Online courses
- Early College
- Degrees Awarded
- Career Path Initiative/Internships
- Bridge Program
- Veterans' Sanctuary

Research and Economic Development

- Research Highlights
- Industry Partnerships and Technology Transfer
- Research facilities

Facilities

- Table on deferred maintenance
- Campus upgrades and beautification

Special/Health Programs

- Family Medicine Residency Program

College and Academic Highlights

- Initiatives and projects from colleges

Collaborations

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

- Idaho Museum of Natural History
- Idaho Science and Engineering Festival, a satellite event of the national USA Science and Engineering Festival, held in Washington DC
- Tribal entities
- Business and Industry
- Research
- Education

Capital Campaign

- Academic Enhancements
- Scholarship Endowment

Outreach

- Charlotte Fire Task Force
- Uganda, Nsumba Orphange
- Division of Health Sciences

PRESIDENTS' COUNCIL

SUBJECT

Presidents' Council Report

BACKGROUND/DISCUSSION

President Bert Glandon, College of Western Idaho President, and current chair of the Presidents' Council will give the report from the most recent Presidents' Council meeting and answer questions.

BOARD ACTION

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

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

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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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Proposed Rule IDAPA 08.01.10 – Idaho College Work Study Program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.01.10
Section 33-4401 through 33-4409, Idaho Code

BACKGROUND/DISCUSSION

The purpose of the Idaho Work Study Program is to expand employment opportunities for resident students. To be eligible for the program a person must be an Idaho resident student enrolled at a public accredited institution of higher education at least half-time.

The proposed changes to IDAPA 08.01.10 will amend the formula used to determine the allocation of funds, streamline the administrative processes, and eliminate redundant sections of rule that are already outlined in Idaho code.

IMPACT

Simplification of the formula used to determine the allocation of funds will make the program easier to manage with limited resources while still meeting the intended purpose of the program.

ATTACHMENTS

Attachment 1 – Proposed Rule IDAPA 08.01.10

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. Pending rules become effective at the end of the legislative session in which they are submitted.

As part of the Board scholarship program review process the Idaho Work Study program has been evaluated by staff, and while it is not a scholarship program it has been determined that changes should be made to Idaho code as well as rule that will make the program easier to manage. Amendments to Idaho code will be brought back to the Board for approval at the October Board meeting.

Staff recommends approval.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

BOARD ACTION

I move to approve the Proposed Rule changes to IDAPA 08.01.10 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

IDAPA 08
TITLE 01
CHAPTER 10

08.01.10 - IDAHO COLLEGE WORK STUDY PROGRAM
THE STATE BOARD OF EDUCATION

000. -- 099. (RESERVED)

100. PURPOSE OF THE IDAHO COLLEGE WORK STUDY PROGRAM.

The purpose of this program is to establish the administrative procedures necessary to implement a student financial and educational aid program as called for by Chapter 44, Title 33, Idaho Code. (7-1-93)

101. INSTITUTIONAL PARTICIPATION.

Eligible postsecondary institutions are defined by statute. In order to participate in the program during a specific fiscal year, eligible institutions shall: (7-1-93)

01. Annual Application. Submit to the Office of the State Board of Education an annual application on or before the November 1 preceding the beginning of the fiscal year. (7-1-93)

02. Enrollment Form. Submit to the Office of the State Board of Education a properly completed and accurate Student Enrollment Form (PSR-1) for the fall semester ~~preceding the prior to the previous~~ fiscal year. The required PSR-1 shall be submitted ~~on or before the November 1 preceding the beginning of the fiscal year each~~ February as directed by the Office of the State Board of Education. (7-1-93)

03. Educational Need. ~~Eligible postsecondary institutions participating in the educational need, work experience portion of the work study program shall submit to the Office of the State Board of Education, on or before August 1 preceding the beginning of the academic year, requirements for determining educational need, in accordance with Section 33-4405, Idaho Code, and Section 8 of this chapter.~~ (7-1-93)

102. ALLOCATION OF FUNDS.

Funds appropriated to the Office of the State Board of Education for the Idaho College Work Study Program shall be allocated to participating institutions based on enrollment data submitted by each institution on the Student Enrollment Form (PSR-1) for the fall semester ~~immediately preceding prior to the previous~~ fiscal year of participation. The allocation shall be based on the the appropriation for that fiscal year multiplied by an enrollment factor number of full time equivalent (FTE) students multiplied by a residency factor. The enrollment factor shall be calculated by dividing the headcount of resident degree-seeking students at the participating institutions by the total headcount of resident degree-seeking students for all participating institutions. The residency factor shall be calculated by dividing the headcount of full time resident students by the headcount of full time students. The adjusted number of FTE students for each institution divided by the adjusted total number of FTE students for all participating institutions shall determine the proportion of the appropriation for the Idaho College Work Study Program to be allocated to each institution. (7-1-93)

103. (RESERVED)

104. AUDIT.

Participating institutions shall agree in advance to submit to regular, periodic audits by the legislative auditor and the internal auditor of the Office of the State Board of Education to ensure compliance with the statutes, rules, and policies governing the Idaho College Work Study Program, including provision of accurate enrollment information. (7-1-93)

105. DISTRIBUTION OF FUNDS.

Funds allocated to participating institutions for a specific fiscal year by the Office of the State Board of Education

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

shall be distributed to the institution ~~no later than August 15 and January 15 of the fiscal year during the fall term for the academic year.~~ (7-1-93)

106. CARRYOVER FUNDS.

Participating institutions may carry over up to ten percent (10%) of the work study program funds received in one fiscal year to the next fiscal year, provided however, that any carryover funds shall be used exclusively in the work study program. Any unexpended funds in excess of the ten percent (10%) provided herein shall be ~~returned to the redistributed by the~~ Office of the State Board of Education ~~to be reallocated to the work study account.~~ (7-1-93)

~~107. Educational Need; Work Experience.~~

~~01. Purpose. The purpose of the educational need portion of the work study program is to enable students, without regard to financial need, to gain valuable work and career work experience related to their field of study. (7-1-93)~~

~~02. Determination of Educational Need. Requirements for determining educational need shall be formulated by each participating institution, subject to review by the State Board of Education. In reviewing such requirements, the State Board of Education will consider the following minimum guidelines: (7-1-93)~~

~~a. The requirement that the work experience be related to the student's "field of study" shall mean the student's declared major or minor or, if a vocational student, a specific vocational program for which the student is seeking a degree, certificate, or license. "Field of study" may also include a specific course or academic or vocational project which complements the student's major, minor, or vocational program, provided the student obtains a written statement from an advisor or the professor or instructor of the specific course or project that the work experience proposed is related to, and will complement the major, minor, or vocational programs which the student is pursuing. (7-1-93)~~

~~b. The financial resources of the student, including but not limited to individual or family income, may not be considered in determining eligibility. (7-1-93)~~

~~c. In addition to the above, participating institutions which are controlled by sectarian organizations are subject to the following constitutional and statutory restrictions: (7-1-93)~~

~~i. No student may participate whose course of study is sectarian in nature or who is pursuing an educational program leading to a baccalaureate or other degree in theology or divinity. (7-1-93)~~

~~ii. Students at such participating institutions may participate only in the off-campus work experience portion of the program. (7-1-93)~~

~~iii. Off-campus employment may not be located at, or be performed on behalf of, a church, sectarian or religious organization, religious denomination, sect, or society, whether incorporated or unincorporated. (7-1-93)~~

~~108. 999. (RESERVED)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Proposed Rule 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 change the reporting year for establishing the gross Idaho tuition revenue from the previous registration year to the previous tax reporting year and adds language requiring institutions to provide information to students regarding the availability and location of clinical and internship positions for those programs that require clinical or internships as part of the course or courses of study.

IMPACT

The proposed changes simplify the calculation of Idaho tuition revenue for the schools and institutions registering. The added disclosure to students will provide for greater consumer protection and transparency for those students who have entered a program only to find out the clinical or internship positions are out of the area.

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. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval.

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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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

**IDAPA 08
TITLE 01
CHAPTER 11**

**08.01.11 - REGISTRATION OF POST-SECONDARY EDUCATIONAL INSTITUTIONS
AND PROPRIETARY SCHOOLS**

000. LEGAL AUTHORITY.

The following rules are made under authority of Sections 33-105, 33-107, 33-2402, and 33-2403, Idaho Code, to implement the provisions of Chapter 24, Title 33, Idaho Code. (4-9-09)

001. TITLE AND SCOPE.

01. Title. This rule shall be cited as IDAPA 08.01.11, "Registration of Post-Secondary Educational Institutions and Proprietary Schools." (4-9-09)

02. Scope. This rule sets forth the registration requirements for post-secondary educational institutions that are required to register with the Idaho State Board of Education ("Board") under Section 33-2402, Idaho Code, and for proprietary schools required to register with the Board under Section 33-2403, Idaho Code. In addition, this rule describes the standards and criteria for Board recognition of accreditation organizations, for registration purposes. (4-9-09)

002. WRITTEN INTERPRETATIONS.

There are no written interpretations of this rule. (4-9-09)

003. ADMINISTRATIVE APPEALS.

The Administrative Procedures Act, Chapter 52, title 67, Idaho Code, applies to any denial of registration of any post-secondary educational institution or proprietary school. Hearings and appeals shall be governed according to the provisions of IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (4-9-09)

004. INCORPORATION BY REFERENCE.

There are no documents incorporated by reference. (4-9-09)

005. OFFICE INFORMATION.

01. Office Hours. The offices of the Board are open from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays. (4-9-09)

02. Mailing Address. The mailing address of the Board is P.O. Box 83720, Boise, Idaho 83720-0037. (4-9-09)

03. Street Address. The offices of the Board are located at 650 W. State Street, Boise, Idaho. (4-9-09)

04. Telephone. The telephone number of the Board is (208) 334-2270. (4-9-09)

05. Facsimile. The facsimile number of the Board is (208) 334-2632. (4-9-09)

06. Electronic Address. The electronic address of the Board of Education at www.boardofed.idaho.gov. (4-9-09)

(BREAK IN CONTINUITY OF SECTIONS)

200. REGISTRATION OF POST-SECONDARY EDUCATIONAL INSTITUTIONS.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

01. Delegation. Section 33-2403, Idaho Code, provides that a post-secondary educational institution must hold a valid certificate of registration issued by the Board. The Board delegates authority to its Executive Director and the Office of the State Board of Education to administer the registration of post-secondary educational institution, in accordance with Title 33, Chapter 24, Idaho Code, and this rule. (3-29-12)

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.(3-29-12)

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)

d. A new or start-up entity that desires to operate as a postsecondary educational institution in Idaho but which is not yet accredited by an accreditation organization recognized by the Board must register and operate as a proprietary school until accreditation is obtained. A new or start-up entity that is accredited and authorized to operate in another state, and which desires to operate as a postsecondary educational institution in Idaho offering degrees for which specialized program accreditation is required, may be granted approval to operate subject to the successful attainment of such program accreditation within the regular program accreditation cycle required by the accreditor. (3-29-12)

e. There is no inherent or private right to grant degrees in Idaho. That authority belongs only to institutions properly authorized to operate in Idaho under these rules. (3-29-12)

03. Idaho Presence. (3-29-12)

a. 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, for purposes of conducting, providing, offering or selling a course or courses of study or degrees. (3-29-12)

b. Idaho presence shall include medical/osteopathic education clinical instruction occurring in the state of Idaho as part of a course of study leading to a degree pursuant to a formal arrangement or agreement between such clinic and an institution providing medical/osteopathic education instruction. (3-29-12)

c. Idaho presence shall not include: (3-29-12)

i. Distance or online education delivered by an institution located outside of the state of Idaho to students in this state when the institution does not otherwise have physical presence in Idaho, as provided in Subsection 200.03.a. of this rule; (3-29-12)

ii. Medical education instruction occurring in the state of Idaho by an institution pursuant to a medical education program funded by the state of Idaho; (3-29-12)

iii. Internship or cooperative training programs occurring in the state of Idaho where students are employed by or provide services to a business or company in this state and receive course credit from an institution related to such activities; or (3-29-12)

iv. Activities limited to the recruiting or interviewing of applicants or potential students in the state of

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

Idaho, whether conducted by a compensated employee, agent, or representative of an institution, or by volunteer alumnus of an institution, even if such individual is physically located in this state. (3-29-12)

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, nonprofit, post-secondary educational institutions. A private, nonprofit, post-secondary educational institution that is already established and operational as of the date when this rule first went into effect (Brigham Young University - Idaho, College of Idaho, Northwest Nazarene University, New Saint Andrews College, Boise Bible College), 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. An institution exempt under this subsection may voluntarily register by following the procedure for registration provided herein. (3-29-12)

c. Idaho religious institutions. A religious institution located within the state of Idaho that is owned, controlled, operated, and maintained by a religious organization lawfully operating as a nonprofit religious corporation and that grants only religious degrees shall not be required to register. (3-29-12)

05. Institutions That Must Register. Unless exempt under Subsection 200.04 of this rule, any entity that desires to operate as a postsecondary educational institution in Idaho must register as provided herein. (3-29-12)

06. 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)

07. Registration Fees. The Board shall assess an annual registration fee for initial registration or renewal of registration of a post-secondary educational institution. The registration fee must accompany the application for registration, and shall be in the amount of one-half of one percent (.5%) of the gross Idaho tuition revenue of the institution during the previous ~~registration tax reporting year (Jan 1 – Dec 31)~~ 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 nonrefundable. (3-29-12)

08. Deadline for Registration. An initial application for registration may be submitted to the Board at anytime. An institution should expect the Board's review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to the Board on or before the first business day of May that precedes the registration year. The renewal will be processed within thirty (30) days. Institutions that do not adhere to this schedule and whose renewals are not processed by July 1st must cease all active operations until approval of registration is received. (3-29-12)

09. Information Required. (3-29-12)

a. An application must include all the information requested on the application form, as well as the following information: (3-29-12)

i. Copy of most recent accreditation letter showing the period of approval; (4-7-11)

ii. Current list of chief officers - e.g. president, board chair, chief academic officer, chief fiscal officer; (4-9-09)

iii. Enrollment data for current and past two (2) years; (4-9-09)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

iv. Copy of annual audited financial statement; (4-9-09)

v. Any additional information that the Board may request. (4-9-09)

vi. 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, and other relevant information to assist students in making an informed decision to enroll. Institutions offering courses or courses of study which require clinical, practicum or internship components must provide students in writing information regarding the number of clinical, practicum or internship positions available and the location of said positions. Institutions with courses or courses of study that have not been fully accredited must disclose to prospective students in these courses or courses of study the accreditation status of the program and anticipated date for full accreditation. ()

b. The Board may, in connection with a renewal of registration, request that an institution only submit information that documents changes from the previous year, provided that the institution certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 200.07 of this rule, shall remain applicable. (3-29-12)

(BREAK IN CONTINUITY OF SECTION)

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 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. (3-29-12)

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 issuance 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. (3-29-12)

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. (3-29-12)

a. 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, or 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, for purposes of conducting, providing, offering or selling a course or courses of study or degrees. (3-29-12)

b. Idaho presence shall not include: (3-29-12)

i. Distance or online education delivered by an institution located outside of the state of Idaho to students in this state when the institution does not otherwise have physical presence in Idaho, as provided in

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

Subsection 300.03.a. of this rule; (3-29-12)

ii. Internship or cooperative training programs occurring in the state of Idaho where students are employed by or provide services to a business or company in this state and receive course credit from an institution related to such activities; or (3-29-12)

iii. Activities limited to the recruiting or interviewing of applicants or potential students in the state of Idaho, whether conducted by a compensated employee, agent, or representative of an institution, or by volunteer alumnus of an institution, even if such individual is physically located in this state. (3-29-12)

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 avocational or recreational in nature, as determined by the Board. (3-29-12)

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 and offered no more than four (4) times per year. (3-29-12)

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 University. (3-29-12)

i. An individual or entity that offers flight instruction and that accepts payment for services for such training on a per-flight basis after the training occurs, or that accepts advance payment or a deposit for such training in a de minimus amount equal to or less than fifteen (15) percent of the total course or program cost. (3-29-12)

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 nonrefundable. (3-29-12)

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

business day of May that precedes the registration tax reporting year (Jan 1 – Dec 31) year. The renewal will be processed within thirty (30) days. Institutions that do not adhere to this schedule and whose renewals are not processed by July 1st must cease all active operations until approval of registration is received. (3-29-12)

08. Information Required. Such application must include all the information requested on the application form. In addition, a school must attest by signature of the primary official on the application form that it is in compliance with Standards I through V set forth in Section 301 of this rule and must provide verification of compliance with Standards I through V set forth in Section 301 of this rule upon request. 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. (3-29-12)

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. (4-7-11)

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, instructor and/or school official must be appropriately qualified by the trade board (as applicable) to ensure courses are of high quality and the rights of students are protected. (3-29-12)

d. Written policies must 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. (4-7-11)

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. Schools offering courses or courses of study which require clinical, practicum or internship components must provide students in writing information regarding the number of clinical, practicum or internship positions available and the location of said positions. 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. ~~(3-29-12)~~ ()

02. Standard II - Courses or Courses of Study. Instruction must be the primary focus of the school. All courses or courses of study must prepare students to enter employment upon completion of the program or prepare them for self-employment. (3-29-12)

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

follow applicable trade board training curriculum standards or 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. (3-29-12)

b. Written course descriptions must be developed for all courses or courses of study. Written course descriptions must be provided to instructors. Instructors are expected to follow course descriptions. A syllabus must be developed for each course and distributed to students at the beginning of the course. (3-29-12)

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, and the refund policy, must be given to students in writing. (3-29-12)

03. Standard III - Student Support Services. The school must have clearly defined written policies that are readily available to students. Policies must address students rights and responsibilities, grievance procedures, and define what services are available to support students. (3-29-12)

a. The admission of students must be determined through an orderly process established in a written policy using published criteria which must be uniformly applied. Admissions decisions must take into account the capacity of the student to grasp and complete the instructional training program and the ability of the school to handle the unique needs of the students it accepts. (3-29-12)

b. There must be a clearly defined policy to re-evaluate students dismissed from the school and, if appropriate, to readmit them. (3-29-12)

c. The school must establish and adhere to a clear and fair policy regarding due process in disciplinary matters for all students, given 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. (3-29-12)

d. Prior to enrollment, all prospective students must receive the following information in writing: (3-29-12)

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)

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)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

- 04. Standard IV - Faculty/Instructor Qualifications and Compensation.** (3-29-12)
- a.** Instructor qualifications (training and experience) must be recorded and available to students. (3-29-12)
- 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 classroom and training facilities, instructional materials, supplies and equipment, instructors, staff, library, and the physical and instructional technology infrastructure. (3-29-12)
- b.** The school must have sufficient instructional resource materials 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 for a comparable teach-out opportunity with another proprietary school or refund one hundred (100) percent of prepaid tuition. (3-29-12)
- c.** School financial/business records and reports must be kept 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. (3-29-12)
- 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)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Temporary Proposed Rule IDAPA 08.01.14 – Idaho Rural Physician Incentive Program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.01.14 – Idaho Rural Physician Incentive Program.

BACKGROUND/DISCUSSION

During the 2012 legislative session the Rural Physician Incentive Fund program was moved to the Department of Health and Welfare, Office of Rural Health. As part of this process, many of the procedures that the Board had outlined in rule were incorporated into the new legislation. Due to these changes, IDAPA 08.01.14 is no longer necessary and should be repealed.

IMPACT

The removal of IDAPA 08.01.14 will eliminate what is now an unnecessary section of administrative rule.

ATTACHMENTS

Attachment 1 – Proposed Rule IDAPA 08.02.02

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. Pending rules become effective at the end of the legislative session in which they are submitted. The Temporary portion of the rule will go into effect once approved by the Board.

Staff recommends approval.

BOARD ACTION

I move to approve the Temporary Proposed Rule change removing IDAPA 08.01.14 – Idaho Rural Physician Incentive Program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

IDAPA 08
TITLE 01
CHAPTER 14

08.01.14 – IDAHO RURAL PHYSICIAN INCENTIVE PROGRAM

000. — LEGAL AUTHORITY.

These rules are promulgated pursuant to the authority of the State Board of Education (the Board) under Section 33-105, and Sections 33-3723 through 33-3725, Idaho Code. (3-29-10)

001. — TITLE AND SCOPE.

01. — Title. These rules shall be known as IDAPA 08.01.14, “Idaho Rural Physician Incentive Program.” (3-29-10)

02. — Scope. These rules constitute the requirements for the Idaho Rural Physician Incentive Program. (3-29-10)

002. — WRITTEN INTERPRETATIONS.

In accordance with Section 67-5201(19)(b)(iv), Idaho Code any written interpretation of the rules of this chapter are available at the Board office. (3-29-10)

003. — ADMINISTRATIVE APPEAL.

Unless otherwise provided for in the rules of the Board or in the State Board of Education Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted as provided herein. (3-29-10)

004. — INCORPORATION BY REFERENCE.

There are no documents to incorporate by reference pursuant to, and in accordance with, Section 67-5229, Idaho Code. (3-29-10)

005. — OFFICE -- OFFICE HOURS -- MAILING ADDRESS AND STREET ADDRESS.

The principal place of business of the Board is in Boise, Idaho. (3-29-10)

01. — Mailing Address. The mailing address is PO Box 83720, Boise, ID 83720-0037. (3-29-10)

02. — Street Address. The Board's street address is 650 West State Street, Room 307, Boise, Idaho 83702. (3-29-10)

03. — Office Hours. The office hours are from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays. (3-29-10)

006. — PUBLIC RECORDS ACT COMPLIANCE.

This rule has been promulgated in accordance with the Administrative Procedure Act, Title 67, Chapter 52, Idaho Code, and is a public record. (3-29-10)

007. — COMMUNICATION WITH STATE OFFICIALS.

All inquiries concerning the Rural Physician Incentive Program will be directed to the Office of the Board. (3-29-10)

008. -- 009. — (RESERVED).

010. — DEFINITIONS.

These definitions are applicable to this chapter only. (3-29-10)

01. — Community Sponsoring Organization. A hospital, medical clinic or other medical organization which is located in an eligible area and that employs physicians for purposes of providing primary care medical services to patients. (3-29-10)

02. — Eligible Area. A medically underserved area of Idaho, further defined to mean an area designated

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

by the U.S. Secretary of Health and Human Services as a Health Professional Shortage area in the category of Primary Care or Mental Health. (6-24-11)

~~03. — **Oversight Committee.** The committee constituted pursuant to Section 33-3724, Idaho Code, composed of knowledgeable individuals or organizations to assist in the administration of the rural physician incentive program. (3-29-10)~~

~~04. — **Primary Care Medicine.** Family medicine, general internal medicine, and general pediatrics, but if there is a demonstrated high level of need in an eligible area, as determined by the oversight committee, may also include obstetrics and gynecology, general psychiatry, general surgery and emergency medicine. (3-29-10)~~

~~05. — **Qualified Medical Education Debt.** Debt with a financial aid program or financial institution incurred to meet the educational costs of attending a medical school. (3-29-10)~~

~~06. — **Rural Physician.** A licensed Idaho physician, MD or DO, who spends a minimum of twenty eight (28) hours per week, on average, providing primary care medicine services to patients in an eligible area. (3-29-10)~~

~~07. — **Rural Physician Incentive Fee.** The fee assessed by the State to students preparing to be physicians in the fields of medicine or osteopathic medicine who are supported by the state pursuant to an interstate compact for professional education in those fields, as those fields are defined by the compact. (3-29-10)~~

~~08. — **Rural Physician Incentive Fund.** The special revenue account in the state treasury created pursuant to Section 33-3724, Idaho Code, relating to the Rural Physician Incentive Program. (3-29-10)~~

~~**011. — OBJECTIVES OF THE RURAL PHYSICIAN INCENTIVE PROGRAM.**~~

~~This program is established as a tool to help recruit and retain rural physicians to serve in eligible areas. The granting of an award under this program requires the support of a community sponsoring organization in an eligible area that has experienced physician recruiting difficulties and that can demonstrate broad support for this program from the medical community and community leaders located in the eligible area. (3-29-10)~~

~~**012. — ADMINISTRATION.**~~

~~The Board, through the advice and recommendations of the oversight committee, is the administrative agent for the Rural Physician Incentive Program. The Board designates its executive director, or his designee, as its administrative officer for this program and delegates to its executive director, or his designee, and to the Office of the State Board of Education, such administrative responsibilities as are necessary to carry out and administer the Rural Physician Incentive Program in accordance with this rule. (3-29-10)~~

~~**013. — ASSESSMENT OF A RURAL PHYSICIAN INCENTIVE FEE.**~~

~~01. — **Assessment.** Pursuant to Section 33-3723, Idaho Code, the rural physician incentive fee assessed to, and required to be paid by, all state supported medical students who are preparing to be physicians in the fields of medicine or osteopathic medicine shall be equal to four percent (4%) of the average annual medical support fee paid by the State on behalf of each such student. (3-29-10)~~

~~02. — **Annual Collection.** The rural physician incentive fee assessed by the Board shall be collected by the Office of the State Board of Education annually from each state supported student during each year of undergraduate medical training and shall be deposited into the state treasury as required by Section 33-3723, Idaho Code. (3-29-10)~~

~~03. **Deposits.** Income and earnings from the rural physician incentive fund shall be returned to such fund. (3-29-10)~~

~~**014. — ELIGIBILITY FOR A RURAL PHYSICIAN INCENTIVE PROGRAM AWARD.**~~

~~01. — **Eligibility Requirements.** A physician who meets the following requirements is eligible to apply for a Rural Physician Incentive Program award: (3-29-10)~~

~~a. — During the period covered by the award, the physician must be a rural physician providing primary care medicine in an eligible area. A physician may provide patient care services in primary care medicine in more than one (1) eligible area; (3-29-10)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~b. — The physician must be a Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) and have completed an Accreditation Council of Graduate Medical Education or American Osteopathic Association residency; (3 29 10)~~

~~e. — The physician must be Idaho Medical Board certified/Board eligible, be eligible for an unrestricted Idaho medical license, and be able to meet the medical staffing requirements of the sponsoring organization when applicable; and (6 24 11)~~

~~d. — The physician must be eligible to care for Medicare and Medicaid patients within the scope of the physician's primary care medicine practice. (3 29 10)~~

~~02. — **Ineligibility.** Notwithstanding Subsection 014.01 of these rules, a physician shall not be entitled to receive an award under this program if the physician is receiving payments for purposes of repaying qualified medical education debt from another state or from a federal debt repayment program. (3 29 10)~~

~~015. — **APPLICATION PROCESS.**~~

~~01. — **Applications.** Applications for the Rural Physician Incentive Program must be on a form prescribed by the Office of the State Board of Education and must include a letter of support, along with supporting documentation establishing the criteria in Subsections 021.01 and 021.02 of these rules, from a sponsoring organization. Applications must be received by the Office of the State Board of Education not earlier than October 1st and not later than December 31st for consideration for the award period beginning July 1st of the next succeeding year. (3 29 10)~~

~~02. — **Announcement of Award.** Announcement of program awards shall be made not later than April 30th each year, with awards to be effective beginning July 1st of that year. Applicants must respond by the date specified in any communication from officials of the Rural Physician Incentive Fund Program. Failure to respond within the time period specified will result in cancellation of the application and forfeiture of the award unless extenuating circumstances can be shown by the applicant. (3 29 10)~~

~~016. — **SELECTION OF RURAL PHYSICIAN INCENTIVE FUND AWARD RECIPIENTS.**~~

~~01. — **Selection of Recipients.** The selection of recipients of Rural Physician Incentive Program awards shall be based on ranking and priority of applicants in accordance with the following criteria: (3 29 10)~~

~~a. — Priority selection for physicians who were Idaho resident students and were assessed the rural physician incentive fee and paid into the fund, followed by physicians who were Idaho residents prior to completing medical school out of the state and who did not contribute to the fund, followed by physicians from other states who were not Idaho residents; (3 29 10)~~

~~b. — Demonstrated physician shortage in the eligible area to be benefitted; (3 29 10) e.~~

~~Demonstrated physician recruiting difficulties in the eligible area to be benefitted; and (3 29 10) d. — Support of the medical community and community leaders in the eligible area. (3 29 10)~~

~~02. — **Relevant Factors.** In reviewing and weighing these criteria, all relevant factors shall be considered. (3 29 10)~~

~~03. — **Debt Payments Not Accepted.** If a physician selected for an award of debt payments does not accept the award in the manner provided in these rules, then the award shall be awarded to the next eligible applicant who has not received an award. (3 29 10)~~

~~017. — **MONETARY VALUE OF THE AWARD.**~~

~~01. — **Award Amounts.** A physician selected to receive a Rural Physician Incentive Program award shall be entitled to receive qualified medical education debt repayments for a period not to exceed five (5) years in such amount as is determined annually. The award shall not exceed the qualified medical education debt incurred by the recipient, and the maximum amount of educational debt repayments that a rural physician may receive shall be fifty thousand dollars (\$50,000) over such five (5) year period. Payments shall be limited to a maximum of ten thousand dollars (\$10,000) in a single year. (3 29 10)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~02. — **Establishing Award Amounts.** Award amounts shall be established annually based on recommendations of the oversight committee utilizing such factors as availability of funding, the number of new applicants, and the hours an award recipient will devote to providing primary care services in an eligible area. (3-29-10)~~

~~03. — **Repayment of Qualified Medical Education Debt.** All qualified medical education debt repayments shall be paid directly to the award recipient physician who shall direct payment of an equal amount to the financial institution holding such debt. An award recipient physician shall sign an affidavit provided by the Office of the State Board of Education affirming that payment will be made to the financial institution. (6-24-11)~~

~~04. — **Incentive Fund.** Pursuant to Section 33-3725, Idaho Code, the total of all awards from the rural physician incentive fund contractually committed in a year shall not exceed the annual amount deposited in the rural physician incentive fund that same year. (3-29-10)~~

~~05. — **Annual Adjustments.** An award payment to a recipient in a single year is not guaranteed or assured in subsequent years and may be increased or reduced. Annual award payments for new and existing award recipients will be announced no later than April 30th of each year. (3-29-10)~~

~~**018. — ANNUAL CONTRACT.**~~

~~01. — **Annual Contract.** An award recipient physician must enter into an annual contract to be eligible for qualified medical education debt repayments. (3-29-10)~~

~~02. — **Verification of Eligibility.** Prior to entering into a contract covering a new award year, an award recipient must verify that he has met and will continue to meet the award eligibility requirements specified in this rule. Annual verification of continued eligibility must be on a form provided by OSBE and submitted to OSBE no later than December 31st each year. (3-29-10)~~

~~03. — **Award Recipient Liability.** Pursuant to Section 33-3725, Idaho Code, the contract must provide that the award recipient is liable to the Board for the award payments made on his behalf should the recipient cease to practice in the eligible area during the contract period or fail to perform according to the terms of the contract. (3-29-10)~~

~~**019. — FRAUDULENT INFORMATION.**~~

~~Providing false information on any application or document submitted under this chapter is grounds for declaring the applicant ineligible. Any and all funds determined to have been acquired on the basis of fraudulent information must be returned to the rural physician incentive fund. This Section shall not limit other remedies which may be available for the filing of false or fraudulent applications. (3-29-10)~~

~~**020. — APPEAL PROCEDURE.**~~

~~01. — **Filing an Appeal.** Any Idaho Rural Physician Incentive Program award applicant or recipient adversely affected by a decision made under provisions of these rules may appeal such adverse decision as follows: (3-29-10)~~

~~a. — The Idaho Rural Physician Incentive Program applicant or recipient must appeal no later than thirty (30) days following notice of the decision. The written statement must include a statement of the reason the applicant or recipient believes the decision should be changed or overturned. (3-29-10)~~

~~b. — The appeal must be submitted to the President of the Board. The Board must acknowledge receipt of the appeal within seven (7) days. The President of the Board may or may not agree to review the appeal, or may appoint a subcommittee of three (3) persons to review the appeal. (3-29-10)~~

~~02. — **Transmittal to Subcommittee.** If the appeal is transmitted to the subcommittee, the subcommittee will review the appeal and submit a written recommendation to the President of the Board within fifteen (15) days from the time the subcommittee receives the appeal document. The applicant or recipient initiating the appeal will be notified by the chairperson of the subcommittee of the time and place when the subcommittee will consider the appeal and will be allowed to appear before the subcommittee to discuss the appeal. (3-29-10)~~

~~03. — **Subcommittee Recommendations.** Following the subcommittee's decision, the President of the Board will present the subcommittee's recommendation to the full Board at the next regularly scheduled meeting of the Board. The applicant or recipient initiating the appeal may, at the discretion of the President of the Board, be permitted to make a presentation to the Board. (3-29-10)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~04. — **Board Decision.** The decision of the Board is final, binding, and ends all administrative remedies, unless otherwise specifically provided by the Board. The Board will inform the applicant or recipient in writing of the decision of the Board. (3-29-10)~~

~~021. — 999. — (RESERVED).~~

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Proposed Rule IDAPA 08.02.02 – Rules Governing Uniformity (Alternate Route to Certification)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.02, Subsection 039. – 046. – Rules Governing Uniformity

BACKGROUND/DISCUSSION

The proposed changes to IDAPA 08.02.02 would repeal three sections of rule that expired July 1, 2006 (.039, 040, and 041.) and clarify the alternate route to certification process. The process surrounding the attainment of certification through an alternate route is confusing, especially in the area of para professionals to certification. It has proven to be very difficult for a para professional to attain certification within the allotted five (5) years, as specified under the preset definition. Additionally, as a result of increased accountability for federal reporting, it became clear that the Para to Teacher Route was not a true alternate route, but really an incentivized “grow your own” *program*. The new language will make a legitimate process available for para professionals and clarify the prerequisites, which are the same as those required for a content specialist.

There is also conflicting language in the rule regarding the Computer-Based Alternative Route to Certification. The proposed language will also clear up any question regarding the completion of a two year mentor program as part of the full certification process.

The following changes are proposed:

- 1) Amend Alternative Routes to Certification 08.02.02.042 *Under the Title II reporting requirements Idaho was required to either accept the federal definition of Alternate Route or adopt one of its own. Idaho, in essence, adopted the federal definition which closely aligned with practices in the state. (This change supports para to teacher route. See #4)*
- 2) Amend Content Specialist – Alternative Route 08.02.02.044 (*Amended to allow for increased flexibility in meeting district needs.*)
- 3) Change Computer – Based Alternative Route 08.02.02.045 (*Amended to clarify mentoring requirements and create consistency with other certification requirements.*)
- 4) Strike 08.02.02.046 (*The paraprofessional to certification route is now designed to work within Alternate Route-Content Specialist.*)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

IMPACT

The proposed changes to IDAPA 08.02.02 would repeal expired sections of administrative rule and bring the para to educator alternate route to certification into compliance with federal regulations.

ATTACHMENTS

Attachment 1 – Proposed Rule IDAPA 08.02.02

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. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval.

BOARD ACTION

I move to approve the Proposed Rule changes to IDAPA 08.02.02 – Rules Governing Uniformity, clarify the alternate route to certification process as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

IDAPA 08
TITLE 02
CHAPTER 02

08.02.02 - RULES GOVERNING UNIFORMITY

000. LEGAL AUTHORITY.

All rules in IDAPA 08.02.02, "Rules Governing Uniformity," are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under Sections 33-105, 33-107, 33-116, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (7-1-02)

(Break in Continuity of Sections)

037. -- ~~03841.~~ (RESERVED)

~~**039. LIMITED APPROVAL ALTERNATIVES (EXPIRES JULY 1, 2006).**~~

~~**01. Consultant Specialist Certificate.** At the request of a school district, the State Department of Education may issue a Consultant Specialist certificate to highly and uniquely qualified persons. The use of the certificate is limited to the applicant's district and is valid for one (1) year. It is intended that use of the Consultant Specialist provision be exceptional and occasional and not used as a regular hiring practice. (3-20-04)~~

~~**02. Letters of Authorization (LOA).** Letters of Authorization allow Idaho school districts to request emergency certification when a professional position cannot be filled with someone who has the correct certificate. Individuals considered for an LOA must have at least a baccalaureate degree and must enroll in a program to achieve full certification in the area of authorization. A request for a Letter of Authorization shall be sent to the State Department of Education. The request and supporting information will be reviewed by the Professional Standards Commission, with the final recommendation of the Commission submitted by the State Superintendent of Public Instruction for State Board of Education approval. An LOA is valid for one (1) year and may renewed annually upon completion of nine (9) semester credit hours applicable to the standards for full certification in the area of authorization. (3-20-04)~~

~~**03. Limited Transitional Letter of Approval.** This non-renewable letter of approval is valid for one (1) year only. The purpose of the letter of approval is to allow a teacher with secondary certification (grades 6-12) to teach at the elementary levels (K-8) without additional student teaching, or vice-versa. Other than student teaching, all other requirements for the desired certificate must be met. Upon successful completion of one (1) year of teaching while holding the Limited Transitional Letter of Approval, the educator will be eligible to hold the appropriate elementary or secondary certificate. To be eligible for a Limited Transitional Letter of Approval, the following requirements must be met: (3-20-04)~~

~~**a.** Must hold a valid Idaho Elementary or Secondary Teaching Certificate. (3-20-04)~~

~~**b.** Must provide verification of four (4) years of successful classroom teaching while holding the proper state certificate. (3-20-04)~~

~~**c.** Must have completed all of the requirements for the Standard Elementary Certificate, except student teaching, if the applicant currently holds a Standard Secondary Certificate. If the applicant currently holds a Standard Elementary Certificate, all of the requirements for a Standard Secondary Certificate must have been completed, except student teaching. (3-20-04)~~

~~**d.** Must provide the State Department of Education with written verification that a mentor teacher holding the same certificate as the one (1) the applicant is seeking will be provided for the applicant by the employing district; or be enrolled in a one (1) year supervised internship experience under the supervision of~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~personnel from a college or university with an approved teacher preparation program. (3-20-04)~~

~~**04. Postsecondary Specialist.** A Postsecondary Specialist Letter of Approval may be granted to teaching faculty of Idaho public postsecondary institutions, who are not otherwise certificated, upon recommendation by the postsecondary institution (dean level or above) to be eligible to teach in the public schools. It is intended that the letter of approval will be used primarily for distance education and "virtual university" programs. The Postsecondary Specialist Letter of Approval is valid for five (5) years and is renewable. (3-20-04)~~

~~**040. MISASSIGNMENTS – GRANDFATHERING (EXPIRES JULY 1, 2006).**~~

~~**01. Certificate.** A person employed by a school district in a position requiring a certificate must hold a valid certificate for the service being rendered. In any situation in which a person not holding a specific endorsement is to provide educational services in a specific area, the employing district must apply to the State Department of Education for misassigned status to place the individual in that assignment for the school year. The district must demonstrate in a written report that it has made a good faith effort to employ properly certificated educators for those duties and that a conscientious effort is being made to remedy each specific problem. Criteria for acceptance of the report includes the following: (3-20-04)~~

~~**a.** The duties may comprise no more than one half (1/2) of the teacher's full time assignment; (4-1-97)~~

~~**b.** Teachers who are misassigned must have a minimum of six (6) semester hours of college credit in each subject area in which service is rendered; and (4-1-97)~~

~~**c.** Teachers who are misassigned must comprise no more than five percent (5%) of the total number of the district's certificated, full time teachers, or five (5) teachers, whichever is greater. Districts which have secondary schools located more than fifteen (15) miles from another secondary school may misassign up to an additional five (5) teachers upon approval of the State Department of Education. However, in no circumstance will more than five (5) teachers be misassigned in any one building. (3-20-04)~~

~~**02. Effect of Accreditation.** All misassignments will be noted on the accreditation report. Any misassignments not meeting the above criteria may effect accreditation. Funds will be withheld for that portion of the misassigned person's time which exceeds the criteria included in this rule if a waiver has not been approved by the State Board of Education. (4-1-97)~~

~~**041. ALTERNATIVE CERTIFICATION (EXPIRES JULY 1, 2006).**~~

~~The purpose of this program is to provide an alternative for individuals to become certificated secondary teachers in Idaho without following a standard teacher education program. The purpose of this certification is to provide an alternative for individuals with strong subject matter background but limited experience with educational methodology. Qualified applicants will begin contracted teaching earlier and will be admitted to the program using criteria that are different from existing programs but more appropriate for the circumstances. This certification is valid for three (3) years and is non renewable. To be eligible for alternative certification, the following requirements must be satisfied: (3-20-04)~~

~~**01. Initial Qualifications.** Prior to application: The prospective candidate must possess a baccalaureate (or higher) degree from an accredited college or university with a minimum grade point average of 2.0 on a four point zero (4.0) scale completed at least five (5) years earlier. Additionally, an applicant must hold academic credits equivalent to current major and minor requirements for secondary endorsements; be assured of full time employment in an Idaho school district; and meet all non academic requirements of the state of Idaho. (3-20-04)~~

~~**02. Teacher Trainee Program.** Alternative certification is valid for two (2) years of teaching. The teacher trainee program must be completed within three (3) calendar years from the date of admission to the program. It authorizes the teacher trainee to teach only the subject(s) listed on the letter of approval and only at the secondary level. (3-20-04)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~a. A teacher trainee will work toward completion of the teacher trainee program through participating colleges and universities, the State Department of Education, and the employing school district. A teacher must attend, participate in, and successfully complete an individualized two year teacher trainee program as one of the conditions to receive recommendation for the Standard Secondary Teaching Certificate. A formal teacher trainee plan will be developed by a consortium composed of the mentor teacher, a representative from the school district, a representative of the State Department of Education, and a representative of the participating higher education institution with an approved secondary education program. Any deviation from the formal trainee plan must be approved by the consortium. The consortium will be responsible for the program design, supervision, and evaluation of the training. The teacher trainee program shall include: (3-20-04)~~

~~i. Prior to entering the classroom, completion of nine (9) semester credit hours of pre-service training from an institution of higher education in educational course work pertinent to the education profession. (3-20-04)~~

~~ii. Prior to completion of the Alternate Route Program, at least one (1) course in each of the following areas must be completed: Philosophical Foundations of Education; Psychological Foundations of Education; Methodology; Reading in the Content Area. (3-20-04)~~

~~iii. Completion of a thirty (30) hour, pre-service orientation presented by the school district prior to a classroom assignment. This orientation shall include district policies, procedures, curriculum, instructional model, community characteristics, and resources. (3-20-04)~~

~~iv. Completion of a four semester college/university internship. The trainee shall be enrolled in three (3) semester credit hours of internship each semester. (3-20-04)~~

~~v. Completion of a six to nine (6-9) semester credit hour program during the second summer from an institution of higher learning. The pre-service and second summer program of fifteen to eighteen (15-18) semester credit hours in total shall include: philosophical, psychological, and methodological foundations of the profession, and reading in the content area. The consortium will determine the content required for the trainee, which may include both pedagogical and subject area course work. When designing the content necessary for the individual teacher trainee to complete the program, the consortium shall consider previous college credit as documented in official transcripts. Efforts will be directed to provide observation and clinical experiences during the time prior to being assigned to the classroom. (3-20-04)~~

~~b. Assistance by Mentor Teachers: Each teacher trainee must be assisted by and guided throughout the two year training period by a certificated employee of the district who has been designated as a mentor teacher. Principals must ensure that teacher trainees are provided with direct assistance, which should include close clinical supervision, especially at the beginning of the internship. (3-20-04)~~

~~c. Performance Evaluations: In order to receive a consortium recommendation for the Standard Secondary Teaching Certificate, the teacher trainee must complete at least two (2) years of successful performance as a teacher under the teacher trainee program. Principals are to provide assistance to teacher trainees regarding the purpose, expectations, and procedures involved in the evaluation process and with whatever guidance may be needed. The principal shall formally evaluate the teacher trainee at least once each semester of the school year. For purposes of suspension or dismissal, teacher trainees are to be treated as non continuing contract employees. The district may suspend or dismiss teacher trainees in accordance with the procedures as provided in Idaho Code. The Teacher Trainee Letter of Approval may be suspended or revoked if there is failure to satisfactorily and successfully complete the stages of the individualized plan within the specified time frames as established by the consortium; or failure to obtain at least a two point five (2.5) grade point average on a four point zero (4.0) scale in the college credit portion of the program. Also, no individual grade can be lower than a "C"; or any other causes for suspension or revocation as found in Section 33-1208, Idaho Code. (3-20-04)~~

~~d. The teacher trainee, upon successful completion of the teacher trainee program as verified by the consortium, will be eligible to apply for a Standard Secondary Teaching Certificate. The two (2) years of experience as a teacher trainee shall be counted toward continuing contract status as authorized in Section 33-515, Idaho Code. (3-20-04)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

042. ALTERNATE ROUTES TO CERTIFICATION ~~(EFFECTIVE JULY 1, 2006).~~

The purpose of this program is to provide an alternative for individuals to become certificated teachers in Idaho without following a standard teacher education program. Alternative Routes to Certification shall allow individuals to serve as the teacher of record prior to having earned full certification status. The teacher of record is defined as the person who is primarily responsible for planning instruction, delivering instruction, assessing students formatively and summatively, and designating the final grade. Individuals who are currently employed as Para-Educators, individuals who are currently certificated to teach but who are in need of emergency certification in another area, and individuals with strong subject matter background but limited experience with educational methodology shall follow the alternate certification requirements provided herein. (3-20-04)

043. ALTERNATIVE AUTHORIZATION – TEACHER TO NEW CERTIFICATION ~~(EFFECTIVE JULY 1, 2006).~~

The purpose of this alternative authorization is to allow Idaho school districts to request endorsement/certification when a professional position cannot be filled with someone who has the correct endorsement/certification. Alternative authorization in this area is valid for up to three (3) years and is nonrenewable. (5-8-09)

01. Initial Qualifications. Prior to application, a candidate must hold a Bachelor's degree, and a valid Idaho teacher certificate without full endorsement in content area of need. The school district must provide supportive information attesting to the ability of the candidate to fill the position. (5-8-09)

02. Alternative Route Preparation Program. (3-20-04)

a. Option I - Teacher to New Certification/Endorsement. (5-8-09)

i. Candidate will work toward completion of the alternative route preparation program through a participating college/university, and the employing school district. Candidate must complete a minimum of nine (9) semester credits annually to be eligible for extension of up to a total of three (3) years. (3-20-04)

ii. The participating college/university shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. (3-20-04)

iii. Candidate shall meet all requirements for the endorsement/certificate as provided herein. (3-20-04)

b. Option II - National Board (endorsement only). By earning National Board certification in content specific areas teachers may gain endorsement in a corresponding subject area. (5-8-09)

c. Option III - Master's degree or higher (endorsement only). By earning a graduate degree in a content specific area, candidates may add an endorsement in that same content area to a valid certificate. (5-8-09)

d. Option IV - Testing and/or Assessment (endorsement only). Two (2) pathways are available to some teachers, depending upon endorsement(s) already held. (5-8-09)

i. Pathway 1 - Endorsements may be added through state-approved testing and a mentoring component. The appropriate test must be successfully completed within the first year of authorization in an area closely compatible with an endorsement for which the candidate already qualifies and is experienced. Additionally requires the successful completion of a one (1)-year state-approved mentoring component. (5-8-09)

ii. Pathway 2 - Endorsements may be added through state-approved testing in an area less closely compatible with an endorsement for which the candidate already qualifies and is experienced. The appropriate test must be successfully completed within the first year of the authorization. Additionally requires the successful completion of a one (1)-year state-approved mentoring component and passing a final pedagogy assessment. (5-8-09)

044. ALTERNATIVE AUTHORIZATION -- CONTENT SPECIALIST ~~(EFFECTIVE JULY 1, 2006).~~

The purpose of this alternative authorization is to offer an expedited route to certification for individuals who are highly and uniquely qualified in a subject area to teach in a district with an identified need for teachers in that area.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

Alternative authorization in this area is valid for three (3) years and is not renewable. (3-20-04)

01. Initial Qualifications. (3-20-04)

a. Prior to application, a candidate must hold a Bachelor's degree or credit equivalent per review by the State Department of Education. (3-20-04)

b. The candidate shall meet enrollment qualifications of the alternative route preparation program. (3-20-04)

02. Alternative Route Preparation Program -- College/University Preparation. (3-20-04)

a. A consortium comprised of a designee from the college/university to be attended, and a representative from the school district, and the candidate shall determine preparation needed to meet the Idaho Standards for Initial Certification of Professional School Personnel. This preparation must include mentoring and a minimum of one (1) classroom observation per month until certified. (3-20-04)

b. Prior to entering the classroom, the candidate completes eight (8) to sixteen (16) weeks of accelerated study in education pedagogy. (3-20-04)

c. Candidate will work toward completion of the alternative route preparation program through a participating college/university, and the employing school district. A teacher must attend, participate in, and successfully complete an individualized alternative route preparation program as one (1) of the conditions to receive a recommendation for full certification. (3-20-04)

d. The participating college/university shall provide procedures to assess and credit equivalent knowledge, dispositions and relevant life/work experiences. (3-20-04)

e. Prior to entering the classroom, the candidate shall meet or exceed the state qualifying score on appropriate state-approved content, pedagogy, or performance assessment. (3-20-04)

045. COMPUTER-BASED ALTERNATIVE ROUTE TO TEACHER CERTIFICATION.

An individual may acquire interim certification as found in Section 015 of these rules through a computer based alternative route certification program. (4-6-05)

01. Approval of the Program. The State Board of Education must approve any computer-based alternative route to teacher certification. The program must include, at a minimum, the following components: (4-6-05)

a. Preassessment of teaching and content knowledge; (4-6-05)

b. An academic advisor with knowledge of the prescribed instruction area; and (4-6-05)

c. Exams of pedagogy and content knowledge. (4-6-05)

02. Eligibility. Individuals who possess a bachelor's degree or higher from an institution of higher education may utilize this alternative route to an interim Idaho Teacher Certification. (4-6-05)

03. Requirements for Completion. To complete this alternative route, the individual must: (4-6-05)

a. Complete a Board approved program; (4-6-05)

b. Pass the Board approved pedagogy and content knowledge exams; and (4-6-05)

c. Complete the Idaho Department of Education Criminal History Check. (4-6-05)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

04. Interim Certificate. Upon completion of the computer based certification process described herein, the individual will be awarded an interim certificate from the State Department of Education's Bureau of Certification and Professional Standards. The term of the interim certification shall be three (3) years. During the term of the interim certificate, teaching by the individual must be done in conjunction with a two (2) year a teacher mentoring program approved by the Board. The individual must ~~start complete~~ the mentoring program during the term of the interim certificate unless extenuating circumstances apply as determined by the State Department of Educaiton and it may be completed after standard certification is granted. All laws and rules governing the fully certificated teachers with respect to conduct, discipline and professional standards shall apply to individuals teaching under an interim certificate. (4-6-05)

05. Interim Certificate Not Renewable. Interim certification hereunder is only available on a one (1) time basis per individual. It will be the responsibility of the individual to obtain full Idaho Teacher Certification during the three (3) year interim certification term. (4-6-05)

06. Types of Certificates and Endorsements. The computer based alternative route may be used for initial certification, subsequent certificates, and additional endorsements. (4-11-06)

~~**046. — PARA-EDUCATOR TO TEACHER (EFFECTIVE JULY 1, 2006).**~~

~~The purpose of this alternative route to certification is to encourage qualified para educators employed in Idaho classrooms to become certificated teachers. The alternative route preparation program must be completed within five (5) calendar years from the date of admission to the program. (3-20-04)~~

~~**01. Initial Qualifications.** Prior to application: the candidate must hold an AA or AS degree or equivalent, meet state para-educator standards, and be employed as a para-educator. Districts shall identify potential candidate with appropriate dispositions for teaching, and continue to employ candidate as para-educators. District/school provides orientation for candidate as deemed appropriate. (4-2-08)~~

~~**02. Alternative Route Preparation Program—College University Preparation.** (3-20-04)~~

~~**a.** Candidate will work toward completion of the alternative route preparation program through a participating college/university, and the employing school district. A candidate must attend, participate in, and successfully complete an individualized alternative route preparation program as one (1) of the conditions to receive a recommendation for full certification. (3-20-04)~~

~~**b.** The participating college/university shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. (3-20-04)~~

~~**c.** Candidate shall complete all requirements for certification as provided herein. (3-20-04)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Temporary Proposed Rules IDAPA 08.02.04 – Rules Governing Public Charter Schools and IDAPA 08.03.01 – Rules Governing The Public Charter School Commission

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.04 and IDAPA 08.03.01
Section 33-5201 to 5216, Idaho Code

BACKGROUND/DISCUSSION

The proposed changes update the petition and revision submission requirement to reflect updated technology, amend rule to coincide with the 2012 statutory changes and improve administrative efficiency for both schools and authorizers.

IMPACT

The proposed changes will bring both rules into compliance with changes made during the 2012 legislative session and provide for administrative efficiencies.

ATTACHMENTS

Attachment 1 – Temporary Proposed Rule Changes to IDAPA 08.02.04 Page 3
Attachment 2 – Temporary Proposed Rule Changes to IDAPA 08.03.01 Page 21

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. Pending rules become effective at the end of the legislative session in which they are submitted.

The Public Charter School Commission and Board staff recommend approval.

BOARD ACTION

I move to approve the Temporary Proposed Rule changes to IDAPA 08.02.04 and IDAPA 08.03.01 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

**IDAPA 08
TITLE 02
CHAPTER 04**

08.02.04 - RULES GOVERNING PUBLIC CHARTER SCHOOLS

000. LEGAL AUTHORITY.

In accordance with Sections 33-105, 33-5203, and 33-5210(4)(e), Idaho Code, the Board shall promulgate rules implementing the provisions of Title 33, Chapter 52, Idaho Code. (4-11-06)

001. TITLE AND SCOPE.

01. Title. These rules shall be cited as IDAPA 08.02.04, "Rules Governing Public Charter Schools." (4-11-06)

02. Scope. These rules establish a consistent application and review process for the approval and maintenance of public charter schools in Idaho. (4-11-06)

002. WRITTEN INTERPRETATIONS.

In accordance with Section 67-5201(19)(b)(iv), Idaho Code, written interpretations, if any, of the rules of this chapter are available at the offices of the Board. (4-11-06)

003. ADMINISTRATIVE APPEALS.

The provisions found in Sections 400 through 404, of these rules, shall govern administrative appeals of public charter schools. (4-11-06)

004. INCORPORATION BY REFERENCE.

There are no documents that have been incorporated by reference into these rules. (4-11-06)

005. OFFICE INFORMATION.

01. Office Hours. The offices of the Board are open from 8 a.m. to 5 p.m., except Saturday, Sunday, and legal holidays. (4-11-06)

02. Street Address. The offices of the Board are located at 650 W. State Street, Boise, Idaho. (4-11-06)

03. Mailing Address. The mailing address of the Board is P.O. Box 83720, Boise, Idaho 83720-0037. (4-11-06)

04. Telephone Number. The telephone number of the Board is (208) 334-2270. (4-11-06)

05. Facsimile. The facsimile number of the Board is (208) 334-2632. (4-11-06)

06. Electronic Address. The electronic address of the State Board of Education website is www.boardofed.idaho.gov. (4-11-06)

006. PUBLIC RECORDS ACT COMPLIANCE.

These rules are subject to the provisions of the Idaho Public Records Act, Title 9, Chapter 3, Idaho Code. (4-11-06)

007. -- 009. (RESERVED)

010. DEFINITIONS.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

- 01. Authorized Chartering Entity.** Is defined in Section 33-5202A(1), Idaho Code, and means either the local board of trustees of a school district in this state, or the Idaho Public Charter School Commission. (4-11-06)
- 02. Board.** Means the Idaho State Board of Education. (4-11-06)
- 03. Charter.** Is defined in Section 33-5202A(2), Idaho Code, and means the grant of authority approved by the authorized chartering entity to the board of directors of the charter school. (4-11-06)
- 04. Commission.** Means the Idaho Public Charter School Commission, as provided by Section 33-5213, Idaho Code. (4-11-06)
- 05. Department.** Means the Idaho Department of Education. (4-11-06)
- 06. Founder.** Is defined in Section 33-5202A(3), Idaho Code, and means a person, including employees or staff of a public charter school, who makes a material contribution toward the establishment of a public charter school in accordance with criteria determined by the board of directors of the public charter school, and who is designated as such at the time the board of directors acknowledges and accepts such contribution. The criteria for determining when a person is a founder shall not discriminate against any person on any basis prohibited by the federal or state constitutions or any federal, state, or local law. The designation of a person as a founder, and the admission preferences available to the children of a founder, shall not constitute pecuniary benefits. (4-11-06)
- 07. Petition.** Is defined in Section 33-5202A(4), Idaho Code, and means the document submitted by a person or persons to the authorized chartering entity to request the creation of a public charter school. (4-11-06)
- 08. Petitioners.** Means the group of persons who submit a petition to establish a new public charter school, or to convert an existing traditional public school to a public charter school, as provided by Section 33-5205, Idaho Code, and the procedures described in Sections 200 through 205 of these rules. (4-11-06)
- 09. Public Charter School.** Is defined in Section 33-5202A(5), Idaho Code, and means a school that is authorized under the Public Charter Schools Act, Title 33, Chapter 52, Idaho Code, to deliver public education in Idaho. (4-11-06)
- 10. Public Virtual School.** Is defined in Section 33-5202A(68), Idaho Code, and means a ~~public charter school that may serve students in more than one (1) school district and through which the primary method for the delivery of instruction to all of its pupils is through virtual distance learning or online technologies.~~ (4-11-06) school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the internet in a distributed environment. Schools classified as virtual must have an online component to their school with online lessons and tools for student and data management.
- 11. School Year.** Means the period beginning on July 1 and ending the next succeeding June 30 of each year. (4-11-06)
- 011. -- 099. (RESERVED)**

100. LIMITATIONS ON NEW PUBLIC CHARTER SCHOOLS.

~~**01. Number of New Public Charter Schools Approved for a School Year.** Section 33-5203(2), Idaho Code, limits the number of new public charter schools that may be approved to begin instruction for a school year to not more than six (6), and further limits the number of new public charter schools that may be approved for a single school district for a school year to not more than one (1). The Board shall use the procedure described in Section 100 of these rules for implementing this limitation on the approval of new public charter schools. (4-11-06)~~

~~**021. Responsibilities of Petitioners on Approval of Charter.** Upon the approval of a new public charter school by an authorized chartering entity, the petitioners shall be responsible for providing the Board with written notice of such approval, and shall promptly submit a copy of the final approved petition to the Board, as required by Section 33-5206(6), Idaho Code. In addition, in the event the charter is revised at any time, as permitted~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~by Section 33-5209(1), Idaho Code, and pursuant to the procedures described in Section 302 of these rules, the governing board of the public charter school shall also be responsible for submitting copies of any such charter revisions to the Board. The authorized chartering entity of the public charter school shall provide the Board with copies of the charter and any charter revisions upon request.~~ (4-11-06)

~~**03. Chronological Numbering System.** The Board, in accordance with Section 33-5206(6), Idaho Code, shall record the date and the time that it receives each final approved petition for a new public charter school. In addition, the Board shall assign a number to each final approved petition that it receives on a chronological basis, beginning with the numeral "1," and continuing sequentially thereafter. The Board shall maintain a chronological list of approved charters for the purpose of determining which public charter schools shall be authorized to begin educational instruction during a given school year.~~ (4-11-06)

04.03 Authorization to Begin Educational Instruction. ~~The six (6) public charter schools that will be authorized to begin educational instruction during a given school year shall be those public charter schools that have been assigned the lowest chronological number by the Board, and which are eligible to begin educational instruction at some time during such school year. A public charter school will be considered "eligible" in accordance with the preceding sentence if the public charter school has have received approval from its their authorized chartering entity entities to begin educational instruction at some time during such school year. In addition, a public charter school will be considered "eligible" only if no other public charter school located within the same school district has been assigned a lower chronological number, and has been approved to begin educational instruction during such school year. A public charter school that is not authorized to begin educational instruction because it is not "eligible," as described herein, shall maintain its position on the Board's chronological list of approved charters, and shall be under consideration for authorization to begin educational instruction during the next succeeding school year. A public charter school that is approved by an authorized chartering entity, but which does not begin educational instruction because it is not "eligible," as described herein, must confirm with the Board, on or before March 1 preceding the next succeeding school year, that it is able to begin educational instruction during such school year.~~ (4-11-06)

05.04 Notification. The Board shall, as soon as reasonably practicable after determining that a public charter school will be authorized to begin educational instruction during a given school year, provide written notification to the petitioners. The Board shall also send a copy of such notification to the authorized chartering entity that approved the charter. (4-11-06)

101. -- 199. (RESERVED)

200. PROCEDURE FOR FORMATION OF A NEW PUBLIC CHARTER SCHOOL.

01. Assistance With Petitions. The Department shall, in accordance with Section 33-5211, Idaho Code, provide technical assistance to public charter school petitioners. The Department shall undertake this statutory responsibility by conducting public charter school workshops, as discussed in Subsection 200.02 of this rule. (4-11-06)

02. Public Charter School Workshops. The purpose of the public charter school workshops shall be to provide public charter school petitioners with a brief overview of a variety of educational and operational issues relating to public charter schools, as well as to answer questions and to provide technical assistance, as may be necessary, to aid petitioners in the preparation of public charter school petitions. (4-11-06)

03. Petition Sufficiency Reviews. Prior to submitting a petition to an authorized chartering entity, petitioners shall submit ~~six (6) copies~~ one (1) copy of the proposed draft petition to the Department, which will review the proposed draft petition to determine whether it complies with statutory requirements. (4-11-06)

201. POLICIES AND PROCEDURES ADOPTED BY AN AUTHORIZED CHARTERING ENTITY.

01. Charter School Policies and Procedures. An authorized chartering entity may adopt its own charter school policies and procedures describing the charter school petition process and the procedures that petitioners must comply with in order to form a new public charter school, including a public virtual school.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

Petitioners must comply with the charter school policies and procedures adopted by the authorized chartering entity with which a petition is submitted. Such charter school policies and procedures must comply with Title 33, Chapter 52, Idaho Code, and the rules promulgated by the Board. If there is any conflict between the charter school policies and procedures adopted by an authorized chartering entity and rules promulgated by the Board, then the Board rules shall govern. (4-11-06)

02. Application Deadline. Petitioners must submit a new petition to an authorized chartering entity by September 1 in order to be eligible to begin educational instruction for the following school year as required by Section 33-5203, Idaho Code. A petition filed after such date ~~may not be rejected by an authorized chartering entity as untimely, but if the petition is approved and the charter is granted, the proposed public charter school will not be that is approved and the charter granted shall not be eligible to begin operations until the next succeeding school year at the earliest, and only if authorized to begin operations during such school year in accordance with the approval procedure described in Subsection 100.04 of these rules.~~ (4-11-06)

202. PETITION REQUIREMENTS.

A petition to form a new or conversion public charter school shall be submitted in accordance with instructions, and in such format, as may be required by the Board. Notwithstanding, the petition must include, at a minimum, the information described in Section 33-5205, Idaho Code. (4-11-06)

203. ADMISSION PROCEDURES.

01. Model Admission Procedures. In accordance with Section 33-5205(3)(i), Idaho Code, a petition to establish a new public charter school must describe the admission procedures to be utilized by the public charter school. In order to ensure that public charter schools utilize a fair and equitable selection process for initial admission to and enrollment in a public charter school, as well as admission to and enrollment in a public charter school during subsequent school years, the Board has approved model admission procedures that may be utilized and adopted by petitioners. The approved model admission procedures are described in Subsections 203.03 through 203.12 of these rules. Petitioners are not required to adopt the Board's model admission procedures, but must demonstrate a reason for varying from the Board's approved procedures. (4-11-06)

02. Enrollment Opportunities. Section 33-5205(3)(s), Idaho Code, requires petitioners to describe the process by which the citizens in the area of attendance shall be made aware of the enrollment opportunities of the public charter school. Petitioners shall ensure that such process includes the dissemination of enrollment information, taking into consideration the language demographics of the attendance area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year, to be posted in highly visible and prominent locations within the area of attendance of the public charter school. In addition, petitioners shall ensure that such process includes the dissemination of press release or public service announcements, to media outlets that broadcast within, or disseminate printed publications within, the area of attendance of the public charter school; petitioners must ensure that such announcements are broadcast or published by such media outlets on not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year. Finally, such enrollment information shall advise that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs. (4-11-06)

03. Enrollment Deadline. Each year a public charter school shall establish an enrollment admissions deadline, which shall be the date by which all written requests for admission to attend the public charter school for the next school year must be received. The enrollment deadline cannot be changed once the enrollment information is disseminated as required by Subsection 203.02. (4-11-06)

04. Requests for Admission. A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a child in this state, may make a request in writing for such child to attend a public charter school. In the case of a family with more than one (1) child seeking to attend a public charter school, a single written request for admission must be submitted on behalf of all siblings. The written request for admission must be submitted to, and received by, the public charter school at which admission is sought on or before the enrollment deadline established by the public charter school. The written request for admission shall contain the name, grade level, address, and telephone number of each prospective student in a family. If the initial

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

capacity of the public charter school is insufficient to enroll all prospective students, then an equitable selection process, such as a lottery or other random method, shall be utilized to determine which prospective students will be admitted to the public charter school, as described in Subsection 203.09 of this rule. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established by the public charter school shall be permitted in the equitable selection process. Only written requests for admission shall be considered by the public charter school. Written requests for admission received after the established enrollment deadline will be added to the bottom of the waiting list for the appropriate grade. If there is an opening in one grade, a sibling, if any, from a late submitted application must go to the bottom of the sibling list. (4-11-06)

05. Admission Preferences. A public charter school shall establish an admission preference for students residing in the attendance area of the public charter school, as provided in Section 33-5206, Idaho Code. In addition, a public charter school may establish admission preferences, as authorized by Section 33-5205(3)(i), Idaho Code, for students returning to the public charter school, for children of founders, and for siblings of students already selected to attend the public charter school. Such admission preferences must be approved by the authorized chartering entity and described in the final approved petition. (4-11-06)

06. Priority of Preferences for Initial Enrollment. If a public charter school determines to establish admission preferences for initial enrollment of students in a public charter school, then the selection hierarchy with respect to such preferences shall be as follows: (4-11-06)

a. First, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the initial capacity of the public charter school. If so stated in its petition, a new public charter school may include within this priority group the children of full-time employees, subject to the provisions of Section 33-5205(3)(k), Idaho Code. (4-11-06)

b. Second, to siblings of pupils already selected by the lottery or other random method. (4-11-06)

c. Third, to prospective students residing in the attendance area of the public charter school. (4-11-06)

d. Fourth, an equitable selection process, such as by lottery or other random method. (4-11-06)

07. Priority of Preferences for Subsequent Enrollment Periods. If a public charter school determines to establish admission preferences for enrollment of students in a public charter school in subsequent school years, then the selection hierarchy with respect to such preferences shall be as follows: (4-11-06)

a. First, to pupils returning to the public charter school in the second or any subsequent year of operation. Returning students are automatically enrolled in the appropriate grade and do not need to be selected by a random selection method. (4-11-06)

b. Second, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school. If so stated in its petition, a public charter school may include within this priority group the children of full-time employees and/or children withdrawn from the public charter school within the previous three (3) years as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment, subject to the provisions of Section 33-5205(3)(k)(i-ii), Idaho Code. (4-11-06)

c. Third, to siblings of pupils already enrolled in the public charter school. (4-11-06)

d. Fourth, to prospective students residing in the attendance area of the public charter school. (4-11-06)

e. Fifth, an equitable selection process, such as by lottery or other random method. (4-11-06)

08. Proposed Attendance List for Lottery. Each year the public charter school shall create an

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

attendance list containing the names of all prospective students on whose behalf a written request for admission was timely received by the public charter school, separated by grade level. In addition, the proposed attendance list shall contain columns next to the name of each student, in which the public charter school will designate admission preferences applicable to each prospective student. The columns shall be designated “A” for returning student preference; “B” for founders preference; “C” for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and “D” for attendance area preference. (4-11-06)

09. Equitable Selection Process. If the initial capacity of a public charter school is insufficient to enroll all prospective students, or if capacity is insufficient to enroll all prospective students in subsequent school years, then the public charter school shall determine the students who will be offered admission to the public charter school by conducting a fair and equitable selection process. The selection procedure shall be conducted as follows: (4-11-06)

a. The name of each prospective student on the proposed attendance list shall be individually affixed to or written on a three by five (3 x 5) inch index card. The index cards shall be separated by grade. The selection procedure shall be conducted one (1) grade level at a time, with the order for each grade level selected randomly. The index cards containing the names of the prospective students for the grade level being selected shall be placed into a single container. (4-11-06)

b. A neutral, third party shall draw the grade level to be completed first and then draw each index card from the container for that grade level, and such person shall write the selection number on each index card as drawn, beginning with the numeral “1” and continuing sequentially thereafter. In addition, after selecting each index card, the name of the person selected will be compared to the proposed attendance list to determine whether any preferences are applicable to such person. (4-11-06)

c. If the name of the person selected is a returning student, then the letter “A” shall be written on such index card. If the name of the person selected is the child of a founder, the letter “B” shall be written on such index card. If the name of the person selected is the sibling of another student that has already been selected for admission to the public charter school, then the letter “C” shall be written on such index card. If the name of the person selected resides in the attendance area of the public charter school, then the letter “D” shall be written on such index card. (4-11-06)

d. With regard to the sibling preference, if the name of the person selected has a sibling ~~in a higher grade~~ who has already been selected, but the person previously selected did not have the letter “C” written on his or her index card (because a sibling had not been selected for admission prior to the selection of the index card of that person), then the letter “C” shall now be written on that person’s index card at this time. (4-11-06)

e. With regard to the founder’s preference, a running tally shall be kept during the course of the selection procedure of the number of index cards, in the aggregate, that have been marked with the letter “B.” When the number of index cards marked with the letter “B” equals ten percent (10%) of the proposed capacity of the public charter school for the school year at issue, then no additional index cards shall be marked with the letter “B,” even if such person selected would otherwise be eligible for the founders preference. (4-11-06)

f. After all index cards have been selected for each grade, then the index cards shall be sorted for each grade level in accordance with the following procedure. All index cards with the letter “A” shall be sorted first, based on the chronological order of the selection number written on each index card; followed by all index cards with the letter “B,” based on the chronological order of the selection number written on each index card; followed by all index cards with the letter “C,” based on the chronological order of the selection number written on each index card; followed by all index cards with the letter “D,” based on the chronological order of the selection number written on each index card; followed, finally, by all index cards containing no letters, based on the chronological order of the selection number written on each index card. (4-11-06)

g. After the index cards have been drawn and sorted for all grade levels, the names shall be transferred by grade level, and in such order as preferences apply, to the final selection list. (4-11-06)

10. Final Selection List. The names of the persons in highest order on the final selection list shall

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

have the highest priority for admission to the public charter school in that grade, and shall be offered admission to the public charter school in such grade until all seats for that grade are filled. (4-11-06)

11. Notification and Acceptance Process. (4-11-06)

a. With respect to students selected for admission to the public charter school, within seven (7) days after conducting the selection process, the public charter school shall send an offer letter to the parent, guardian, or other person who submitted a written request for admission on behalf of a student, advising such person that the student has been selected for admission to the public charter school. The offer letter must be signed by such student's parent, or guardian, and returned to the public charter school by the date designated in such offer letter by the public charter school. (4-11-06)

b. With respect to a prospective student not eligible for admission to the public charter school, within seven (7) days after conducting the selection process, the public charter school shall send a letter to the parent, guardian, or other person who submitted a request for admission on behalf of such student, advising such person that the prospective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available. (4-11-06)

c. If a parent, guardian, or other person receives an offer letter on behalf of a student and declines admission, or fails to timely sign and return such offer by the date designated in such offer letter by the public charter school, then the name of such student will be stricken from the final selection list, and the seat that opens in that grade will be made available to the next eligible student on the final selection list. (4-11-06)

d. If a student withdraws from the public charter school during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list. (4-11-06)

12. Subsequent School Years. The final selection list for a given school year shall not roll over to the next subsequent school year. If the capacity of the public charter school is insufficient to enroll all prospective students during the next subsequent school year, then a new equitable selection process shall be conducted by the public charter school for such school year. (4-11-06)

13. Admission Procedures for Approved Charter Schools. All public charter schools must have an admission procedure approved by their authorized chartering entity, which complies with Section 203 of this rule. (4-11-06)

204. SUBMISSION OF PETITION.

01. New Public Charter School. To institute the approval process for the formation of a new public charter school, the petitioners must submit the petition to the local board of trustees of the school district in which the proposed new public charter school will be located, as required by Section 33-5205(1)(a), Idaho Code. (4-11-06)

02. New Public Virtual School. The petitioners for a new public virtual school must submit the petition for approval with the Commission, as required by Section 33-5205(1)(b), Idaho Code. (4-11-06)

03. Notification to the Board. Petitioners shall promptly notify the Board that a petition has been submitted to an authorized chartering entity. (4-11-06)

205. REVIEW OF PETITIONS.

01. Initial Review of Petition. Prior to submitting a petition with an authorized chartering entity, petitioners shall submit ~~six (6) copies~~ one (1) copy of the proposed draft petition to the Department, which shall review the proposed draft petition for the purpose of determining whether it was prepared in accordance with the instructions furnished by, and in the format required by, the Board, and contains the information required by Section 33-5205, Idaho Code. (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

02. Timeframe for Initial Review. The Department shall complete the initial review of the proposed draft petition as soon as reasonably practicable after the date the proposed draft petition is received by the Department, but not later than thirty (30) days after receipt. (4-11-06)

03. Notification of Findings After Initial Review. The Department shall notify the petitioners promptly in writing describing the results of the initial review of the proposed draft petition, and, if applicable, identify any deficiencies in the proposed draft petition. (4-11-06)

04. Written Response to Initial Review. Petitioners shall include a copy of the Department's ~~initial~~ final review of the proposed draft petition, and a written response to the findings of such review, with the petition upon submission to an authorized chartering entity. Deficiencies in the petition identified by the Department's initial review shall be addressed in the written response. (~~4-2-08~~)

05. Substantive Review of Petition. The substantive review of the merits of a petition by an authorized chartering entity shall be for the purpose of determining whether petitioners have demonstrated compliance with Title 33, Chapter 52, Idaho Code. (4-11-06)

06. Timeframe for Substantive Review. An authorized chartering entity must comply with the procedural requirements described in Section 33-5205, Idaho Code. (4-11-06)

a. Unless a petition is referred to the Commission as authorized by Section 33-5205(1)(c)(iii), Idaho Code, and as discussed in Subsection 206.01 of these rules, an authorized chartering entity must hold a public hearing not later than ~~sixty (60)~~ seventy-five (75) days after receipt of the petition, for the purpose of considering the merits of the petition, as well as the level of employee and parental support for the proposed public charter school. In the case of a petition being reviewed by the Commission, the public hearing must also include any oral or written comments, if any, from an authorized representative of the school district in which the proposed public charter school would be physically located regarding the merits of the petition and any potential impacts on the school district. (4-11-06)

b. An authorized chartering entity must make a decision on whether to approve the petition within ~~sixty (60)~~ seventy-five (75) days after the date of the public hearing on the merits of the petition. (4-11-06)

c. The authorized chartering entity may unilaterally determine to extend the date by which a decision is required to be made up to an additional ~~sixty (60)~~ seventy-five (75) days if it determines the petition is incomplete. (4-11-06)

d. The Commission and the petitioners may mutually agree to extend the date by which a decision is required to be made on the merits of the petition ~~up to an additional ninety (90) days~~ for an additional, specified period of time. (4-11-06)

07. If Approved, Charter Is Subject to Limitations on Number of New Charters. (4-11-06)

a. If a petition is approved, then the authorized chartering entity must promptly prepare for petitioners a written notice of its decision to approve the charter. It shall be the responsibility of the petitioners to provide the Board with this written notice of approval, ~~and with a copy of the final approved petition, in accordance with the procedure described in Section 100 of these rules.~~ (4-11-06)

~~**b.** The approval of a charter by an authorized chartering entity does not provide the petitioners with any right to begin educational instruction at the public charter school during a particular school year, or in accordance with the terms and conditions of the charter, as such approval is conditioned upon the limitations on the number of new public charter schools that may be approved to begin educational instruction for a school year, as described in Section 100 of these rules. (4-11-06)~~

08. If Denied, Petitioners May Appeal. (4-11-06)

a. If a petition is denied, then the authorized chartering entity must promptly prepare for petitioners a

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

written notice of its decision to deny the charter. The written decision shall include all of the reasons for the denial, and shall also include a reasoned statement that states or explains the criteria and standards considered relevant by the authorized chartering entity, the relevant contested facts relied upon, and the rationale for the decision based on the applicable statutory provisions and factual information presented to the authorized chartering entity. (4-11-06)

b. The petitioners may appeal the decision of the authorized chartering entity, in accordance with the procedures described in Sections 401 through 402 of these rules. (4-11-06)

206. WITHDRAWAL OF PETITION; REFERRAL OF PETITION TO THE COMMISSION.

01. Referral of Petition by Local Board of Trustees. A board of trustees of a local school district may refer the petition for consideration to the Commission, as authorized by Section 33-5205(1)(c)(iii), Idaho Code. If a board of trustees of a local school district determines to refer a petition to the Commission, then it shall provide prompt written notice of such decision to the petitioners. In addition, the board of trustees of a local school district must promptly ~~forward the petition and verification that there are thirty (30) signatures from qualified electors from the attendance area to the Commission~~ notify the Commission of the referral decision, including all the reasons for referral. (4-11-06)

02. Withdrawal by Charter Petitioners. Notwithstanding, if a board of trustees of a local school district does not refer a petition to the Commission, the charter petitioners may withdraw the petition from the local board of trustees and submit the petition to the Commission for consideration if, within ~~sixty (60) seventy-five (75)~~ days after ~~the submission of the petition is received with~~ by the authorized chartering entity, the parties have not reached mutual agreement on the provisions of the petition, after a reasonable and good faith effort. (4-11-06)

03. Reasonable and Good Faith Effort. For purposes of Subsection 206.02 of these rules, the ~~parties~~ authorized chartering entity shall be considered to have established a reasonable and good faith effort to reach mutual agreement on the provisions of the petition if representatives of the ~~parties~~ authorized chartering entity take at least all of the following actions: (4-11-06)

a. The authorized chartering entity must send written notice to petitioners acknowledging receipt of the charter petition and the date of receipt. (4-11-06)

b. The authorized chartering entity posts public notice of a public hearing for the purpose of considering the petition, and such meeting is scheduled to occur not later than ~~sixty (60) seventy-five (75)~~ days after receipt of the petition and verification that there are thirty (30) signatures from qualified electors of the attendance area. (4-11-06)

c. Prior to the date the posted public hearing is scheduled, representatives of the authorized chartering entity must conduct a review of the petition and the State Department of Education sufficiency review of the petition, and if immediate concerns with the petition are identified, then written notice must be sent to petitioners identifying the concerns and requesting that said identified concerns be addressed. ~~In the event correspondence is sent to petitioners identifying concerns with the petition, then petitioners must respond in writing to the authorized chartering entity addressing the identified concerns.~~ (4-11-06)

d. Either prior to or at the posted public hearing, representatives ~~form~~ from both the authorized chartering entity and petitioners must meet and engage in face-to-face discussions regarding the charter petition.(4-11-06)

04. Failure of Authorized Chartering Entity to Make a Good Faith Effort. If the authorized chartering entity fails to make the good faith effort described in Subsection 206.03 of these rules, the petitioners may withdraw the petition from the local board of trustees and submit the petition to the Commission for consideration, provided the petitioner takes at least all of the following actions:

a. The petitioners must provide the authorized chartering entity with a petition that is administratively complete and that has been reviewed by the Department in accordance with Subsection 205 of these rules.

b. The petitioners must contact the authorized chartering entity, in writing, to ensure awareness of the

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

timelines for petition review and the petitioners' request for a review of the petition and public hearing to consider the merits of the petition.

- c. In the event correspondence is sent to the petitioners identifying concerns with the petition, then the petitioners must respond in writing to the authorized chartering entity addressing the identified concerns.
- d. The petitioners must meet with the authorized chartering entity and engage in face-to-face discussions regarding the petition, if the authorized chartering entity provides an opportunity to do so.

207. -- 299. (RESERVED)

300. PUBLIC CHARTER SCHOOL RESPONSIBILITIES.

01. General. The governing board of a public charter school shall be responsible for ensuring that the public charter school is adequately staffed, and that such staff provides sufficient oversight over all public charter school operational and educational activities. In addition, the governing board of a public charter school shall be responsible for ensuring compliance with Title 33, Chapter 52, Idaho Code. (4-11-06)

02. Compliance with Terms of Charter. The governing board of a public charter school shall be responsible for ensuring that the school is in compliance with all of the terms and conditions of the charter approved by the authorized chartering entity of the school, as reflected in the final approved petition filed with the Board. In addition, the governing board of the public charter school shall be responsible for ensuring that the school complies with all applicable federal and state education standards, as well as all applicable state and federal laws, rules and regulations, and policies. (4-11-06)

03. Annual Reports. The governing board of a public charter school must submit an annual report to the authorized chartering entity of the school, as required by Section 33-5206(7), Idaho Code. The report shall contain the audit of the fiscal and programmatic operations as required in Section 33-5205(3)(j), Idaho Code, a report on student progress based on the public charter school's student educational standards identified in Section 33-5205(3)(b), Idaho Code, and a copy of the public charter school's accreditation report. An authorized chartering entity may reasonably request that a public charter school provide additional information to ensure that the public charter school is meeting the terms of its charter. (4-11-06)

04. Operational Issues. The governing board of the public charter school shall be responsible for promptly notifying its authorized chartering entity if it becomes aware that the public charter school is not operating in compliance with the terms and conditions of its charter. Thereafter, the governing board of the public charter school shall also be responsible for advising its authorized chartering entity with follow-up information as to when, and how, such operational issues are finally resolved and corrected. (4-11-06)

301. AUTHORIZED CHARTERING ENTITY RESPONSIBILITIES.

01. Compliance Monitoring. Notwithstanding Section 300 of these rules, the authorized chartering entity of a public charter school shall be responsible for ensuring that the public charter school operates in accordance with all of the terms and conditions of the charter approved by the authorized chartering entity, as reflected in the final approved petition filed with the Board, and as provided by Section 33-5209(1), Idaho Code. The authorized chartering entity also shall be responsible for ensuring that the public charter school program approved by the authorized chartering entity meets the terms of the charter, complies with the general education laws of the state, unless specifically directed otherwise in Title 33, Chapter 52, Idaho Code, and operates in accordance with the state educational standards of thoroughness as defined in Section 33-1612, Idaho Code, as provided in Section 33-5210(2), Idaho Code. (4-11-06)

02. Written Notice of Defect. If an authorized chartering entity has reason to believe that a public charter school has committed any defect identified in Subsections 33-5209(2)(a) through (e), Idaho Code, then the authorized chartering entity shall provide the public charter school with prompt written notice of such defect, and shall provide the public charter school a reasonable opportunity to cure such defect. (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

03. Corrective Action Plan. The public charter school shall provide the authorized chartering entity with a corrective action plan describing the public charter school's plan to cure the defect. The corrective action plan shall describe in detail the terms and conditions by which the public charter school will cure the defect at issue, including a reasonable time frame for completion. ~~The public charter school shall send a copy of the corrective action plan to the Board.~~ (4-11-06)

04. Failure to Cure. If a public charter school fails to comply with the terms and conditions of the corrective action plan and to cure the defect at issue within a reasonable time, then the authorized chartering entity may provide notice to the public charter school of its intent to revoke the charter, as permitted by Section 33-5209(3), Idaho Code, and in accordance with Section 303 of these rules. (4-11-06)

302. CHARTER REVISIONS.

The governing board of a public charter school may reasonably request that its authorized chartering entity revise its charter, as authorized by Section 33-5209(1), Idaho Code. (4-11-06)

01. Request for Revision. The governing board of a public charter school that desires to revise its charter must submit a written request describing the proposed revisions with the public charter school's authorized chartering entity. In addition, the governing board of the public charter school shall also submit ~~six (6) copies~~ one (1) copy of the proposed revisions to the Department, which shall review the proposed revisions in the same manner that it reviews a proposed draft petition, as described in Section 204 of these rules. The Department shall complete its review of the proposed charter revisions not later than thirty (30) days after receipt, and shall notify the governing board of the public charter school and the authorized chartering entity promptly in writing describing the results of such review. (4-11-06)

02. Limited Review. The authorized chartering entity shall only be permitted to review and consider the proposed revisions to the charter, and shall not have authority to make other charter revisions that are not requested by the public charter school. (4-11-06)

03. Procedure for Reviewing Request for Charter Revision. The authorized chartering entity shall have ~~thirty (30)~~ seventy-five (75) days from the date of receipt of the written notice from the Department in which to issue its decision on the request for charter revision. The authorized chartering entity shall consider the request for charter revision at its next regular meeting following the date of receipt of the written notice from the Department, provided that the request is submitted no fewer than thirty (30) days an advance of that meeting. If permitted by applicable policies and procedures adopted by the authorized chartering entity, the review of a request for a charter revision may be delegated to appropriate staff employed by the authorized chartering entity. An authorized chartering entity may, but is not required to, conduct a public hearing to consider the request for charter revision. (4-11-06)

04. Approval of Proposed Charter Revision. If the authorized chartering entity approves the proposed charter revision, a copy of such revision shall be executed by each of the parties to the charter contract and shall be treated as either a supplement to, or amendment of, the final approved petition, whatever the case may be. ~~The governing board of the public charter school shall be responsible for sending a copy of the charter revision to the Board, as required by Subsection 100.02 of these rules.~~ (4-11-06)

05. Denial of Proposed Charter Revision. If the proposed revision is denied, then the authorized chartering entity must prepare a written notice of its decision denying the request for charter revision. The decision to deny a request for a charter revision shall contain all of the reasons for the decision. The public charter school may appeal the decision denying the request for charter revision to the Board. The provisions of Section 403 of these rules shall govern the appeal. (4-11-06)

303. REVOCATION.

An authorized chartering entity may revoke a charter in accordance with the procedure described in this Section 303 of this rule if a public charter school has failed to cure a defect with respect to the operation of the public charter school, as described in Subsection 301.04 of these rules, after receiving reasonable notice and a reasonable opportunity to cure the defect. (4-11-06)

01. Written Notice of Intention to Revoke Charter. The authorized chartering entity must provide

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

the public charter school with reasonable notice of the authorized chartering entity's intent to revoke the charter, which shall be in writing and must include all of the reasons for such proposed action. In addition, such notice shall provide the public charter school with a reasonable opportunity to reply, which shall not be less than thirty (30) days after the date of such notice. (4-11-06)

02. Public Hearing. The authorized chartering entity shall conduct a public hearing with respect to its intent to revoke a charter. Such hearing shall be held no later than thirty (30) days after receipt of such written reply. If the public charter school does not reply by the date set in the notice, then such hearing shall be held no later than sixty (60) days after the date the notice was sent by the authorized chartering entity. (4-11-06)

a. Written notification of the hearing shall be sent to the public charter school at least ten (10) days in advance of the hearing. (4-11-06)

b. The public hearing shall be conducted by the authorized chartering entity, or such other person or persons appointed by the authorized chartering entity to conduct public hearings and receive evidence as a contested case in accordance with Section 67-5242, Idaho Code. (4-11-06)

03. Charter Revocation. If the authorized chartering entity determines that the public charter school has not complied with the corrective action plan and cured the defect at issue, then the authorized chartering entity may revoke the charter. Such decision may be appealed to the Board. The provisions of Section 403 of these rules shall govern the appeal. (4-11-06)

304. -- 399. (RESERVED)

400. APPEALS.

The following actions relating to public charter schools may be appealed to the Department or to the Board, as applicable, in accordance with the procedures described in Sections 401 through 403 of these rules: (4-11-06)

01. Denial of New Petition. The denial by an authorized chartering entity of a petition to form a new public charter school, as authorized by Section 33-5207, Idaho Code. (4-11-06)

02. Approval of Conversion Petition. The approval of a petition by an authorized chartering entity to convert a traditional public school to a public charter school over the objection of thirty (30) or more persons or employees of the local school district, as authorized by Section 33-5207, Idaho Code. (4-11-06)

03. Denial of Charter Revision. The denial by the authorized chartering entity of a public charter school of a request to revise a charter, as authorized by Section 33-5209(4), Idaho Code. (4-11-06)

04. Revocation. A decision of an authorized chartering entity to revoke a charter, as authorized by Section 33-5209(4), Idaho Code. (4-11-06)

401. APPEAL TO THE DEPARTMENT OF A DECISION RELATING TO THE FORMATION OF A NEW OR CONVERSION PUBLIC CHARTER SCHOOL.

The denial of a petition to form a new public charter school, or the granting of a petition to form a conversion public charter school over the objection of thirty (30) or more persons or employees of the local school district, may be appealed to the Department, as provided by Section 33-5207(1), Idaho Code. The following procedures shall govern such appeals. (4-11-06)

01. Submission of Appeal. To institute an appeal, the petitioners/appellants shall submit a notice of appeal and request for public hearing in writing to the Department that describes, in detail, all of the grounds for the appeal, and the remedy requested, within thirty (30) days from the date of the decision of the authorized chartering entity that reviewed the petition. A copy of the notice of appeal shall be submitted to the authorized chartering entity, and with the Board. In addition, contemporaneous with the submission of the notice of appeal, the petitioners/appellants shall also submit to the Department two (2) copies of the complete record of all actions taken with respect to the consideration of the public charter school petition. The record must be in chronological order and must be appropriately tabbed and indexed. The record must contain, at a minimum, all of the following documents:

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

(4-11-06)

a. The name, address, and telephone number of the person or persons submitting the appeal on behalf of petitioners/appellants, as well as the authorized chartering entity that issued the decision being appealed. (4-11-06)

b. The complete petition that was submitted to the authorized chartering entity, including any amendments thereto or supplements thereof. (4-11-06)

c. Copies of audio or video recordings, if any, and the minutes from all meeting(s) where the petition was considered or discussed. (4-11-06)

d. All correspondence between the petitioners/appellants and the authorized chartering entity relating to the petition from the date the original petition was submitted until the date the authorized chartering entity issued the decision being appealed. (4-11-06)

e. The written decision provided by the authorized chartering entity to the petitioner. A copy of such notice of appeal shall be submitted to the authorized chartering entity whose decision is being appealed, and to the Board. (4-11-06)

02. Hearing Officer. The Department shall hire a hearing officer to review the action of the authorized chartering entity and to conduct a public hearing, pursuant to Section 67-5242, Idaho Code. The Department shall forward to the hearing officer one (1) copy of the record provided by petitioners/appellants and attached to the notice of appeal within ten (10) business days of receipt. (4-11-06)

03. Public Hearing. A public hearing to review the decision of the authorized chartering entity shall be conducted within thirty (30) days after the hearing officer receives the notice of appeal and request for a public hearing submitted to the Department. (4-11-06)

04. Notice of Hearing. All parties in an appeal shall be notified of a public hearing at least ten (10) days in advance, or within such time period as may be mandated by law. The notice shall identify the time, place, and nature of the hearing; a statement of the legal authority under which the hearing is to be held; the particular sections of the statutes and any rules involved; the issues involved; and the right to be represented. The notice shall identify how and when documents for the hearing will be provided to all parties. (4-11-06)

05. Prehearing Conference. The hearing officer may, upon written or other sufficient notice to all interested parties, hold a prehearing conference to formulate or simplify the issues; obtain admissions or stipulations of fact and documents; identify whether there is any additional information that had not been presented to the authorized chartering entity; arrange for exchange of any proposed exhibits or prepared expert testimony; limit the number of witnesses; determine the procedure at the hearing; and to determine any other matters which may expedite the orderly conduct and disposition of the proceeding. (4-11-06)

06. Hearing Record. The hearing shall be recorded unless a party requests a stenographic recording by a certified court reporter, in writing, at least seven (7) days prior to the date of the hearing. Any party requesting a stenographic recording by a certified court reporter shall be responsible for the costs of same. Any party may request that a transcript of the recorded hearing be prepared, at the expense of the party requesting such transcript, and prepayment or guarantee of payment may be required. Once a transcript is requested, any party may obtain a copy at the party's own expense. (4-11-06)

07. Hearing Officer's Recommendation. The hearing officer shall issue a recommendation within ten (10) days after the date of the hearing. The recommendation shall include specific findings on all major facts at issue; a reasoned statement in support of the recommendation; all other findings and recommendations of the hearing officer; and a recommendation affirming or reversing the decision of the authorized chartering entity. The hearing officer shall mail or deliver a copy of the recommendation to the Department, the petitioners/appellants, and the authorized chartering entity. (4-11-06)

08. Review of Recommendation by Authorized Chartering Entity. (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

a. The authorized chartering entity shall hold a public hearing to review the recommendation of the hearing officer within thirty (30) days of receipt of the recommendation. (4-11-06)

b. Written notification of the scheduled public hearing shall be sent by the authorized chartering entity to the petitioners/appellants at least ten (10) days prior to the scheduled hearing date. (4-11-06)

c. The authorized chartering entity shall make a final decision to affirm or reverse its initial decision within ten (10) days after the date the public hearing is conducted. (4-11-06)

09. Reversal of Initial Decision. (4-11-06)

a. If the authorized chartering entity reverses its initial decision and denies the conversion of a traditional public school to a public charter school, then that decision is final and there shall be no further appeal. (4-11-06)

b. If the authorized chartering entity reverses its initial decision and approves the new public charter school, then the charter shall be granted and there shall be no further appeal. (4-11-06)

10. Affirmation of Initial Decision. (4-11-06)

a. If the authorized chartering entity affirms its initial decision to authorize the conversion of a traditional public school to a public charter school, then the charter shall be granted and there shall be no further appeal. (4-11-06)

b. If the authorized chartering entity affirms its initial decision and denies the grant of a new public charter school, then the petitioners/appellants may appeal such final decision further to the Board in accordance with the procedure described in Section 402 of these rules. (4-11-06)

402. APPEAL TO THE BOARD RELATING TO THE DENIAL OF A REQUEST TO FORM A NEW PUBLIC CHARTER SCHOOL.

The following procedures shall govern an appeal to the Board of the final decision of an authorized chartering entity relating to the denial of a petition to form a new public charter school. (4-11-06)

01. Submission of Appeal. The petitioners/appellants shall submit a notice of appeal in writing with the Board that describes, in detail, all of the grounds for the appeal, and the remedy requested, within twenty-one (21) days from the date the authorized chartering entity issues its final decision to deny a petition to form a new public charter school. A copy of the notice of appeal shall be submitted to the authorized chartering entity. In addition, contemporaneous with the submission of the notice of appeal, the petitioners/appellants shall also submit to the Board, two (2) copies of a complete record of all actions taken with respect to the consideration of the public charter school petition. The record must be in chronological order, must be tabbed and indexed, and must contain, at a minimum, the following documents: (4-11-06)

a. The complete record submitted to the Department, as provided in Subsection 401.01.a. through 401.01.e. of these rules. (4-11-06)

b. A transcript, prepared by a neutral person whose interests are not affiliated with a party to the appeal, of the recorded public hearing conducted by the hearing officer, as described in Subsection 401.06 of these rules. (4-11-06)

c. A copy of the hearing officer's recommendation. (4-11-06)

d. Copies of audio or video recordings, if any, and the minutes of the public hearing conducted by the authorized chartering entity to consider the recommendation of the hearing officer, as described in Subsection 401.08.a. through 401.08.c. of these rules. (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

e. Copies of any additional correspondence between the petitioners/appellants and the authorized chartering entity relating to the petition subsequent to the public hearing conducted by the Department. (4-11-06)

f. The final written decision provided by the authorized chartering entity to the petitioners/appellants. (4-11-06)

02. Public Hearing. A public hearing to review the final decision of the authorized chartering entity shall be conducted within a reasonable time from the date that the Board receives the notice of appeal, but not later than sixty (60) calendar days from such date. The public hearing shall be for the purpose of considering all of the materials in the record that were presented at prior proceedings. However, new evidence, testimony, documents, or materials that were not previously considered at prior hearings on the matter may be accepted or considered, in the sole reasonable discretion of the Board, or of the charter appeal committee or public hearing officer, as described in Subsection 402.04 of this rule. (4-11-06)

03. Notice of Hearing. All parties in an appeal shall be notified of a public hearing at least ten (10) days in advance, or within such time period as may be mandated by law. The notice shall identify the time and place of the hearing; a statement of the legal authority under which the hearing is to be held; the particular sections of the statutes and any rules involved; the issues involved; and the right to be represented. The notice shall identify how and when documents for the hearing will be provided to all parties. (4-11-06)

04. Appointment of Charter Appeal Committee or Public Hearing Officer. The Board may, in its reasonable discretion, determine to appoint a charter appeal committee, composed solely of Board members, or a combination of Board members and Board staff, or alternatively, to appoint a public hearing officer, for the purpose of conducting the public hearing. If the Board determines not to make such an appointment, then the Board shall conduct the public hearing. (4-11-06)

05. Recommended Findings. If the public hearing is conducted by a charter appeal committee or appointed public hearing officer, then such committee or appointed public hearing officer shall forward to the Board all materials relating to the hearing as soon as reasonably practicable after the date of the public hearing. If so requested by the Board, the entity conducting the public hearing may prepare recommended findings for the Board to consider. The recommended findings shall include specific findings on all major facts at issue; a reasoned statement in support of the recommendation; all other findings and recommendations of the charter appeal committee or public hearing officer; and a recommended decision affirming or reversing the decision of the authorized chartering entity, or such other action recommended by the charter appeal committee or public hearing officer, such as remanding the matter back to the authorized chartering entity, or redirecting the petition to another authorized chartering entity. A copy of the recommended findings shall be mailed or delivered to all the parties. (4-11-06)

06. Final Decision and Order by the Board. The Board shall consider the materials forwarded by the entity conducting the public hearing, including any recommended findings of the charter appeal committee or appointed public hearing officer, as may be applicable, in a meeting open to the public at the next regularly scheduled meeting of the Board that occurs after the public hearing. If the public hearing was not conducted by the Board, then the Board may allow representatives for both the petitioner/appellant and the authorized chartering entity an opportunity to deliver oral arguments to the Board advocating their respective positions, limited to thirty (30) minutes for each party. Whether the public hearing is conducted by the Board or by a charter appeal committee, the Board shall issue a final written decision on such appeal within sixty (60) days from the date of the public hearing. The final decision and order of the Board shall be sent to both the petitioners/appellants and the authorized chartering entity, and will not be subject to reconsideration. With respect to such written decision, the Board may take any of the following actions: (4-11-06)

a. Approve the charter, if the Board determines that the authorized chartering entity failed to appropriately consider the charter petition, or if it acted in an arbitrary manner in denying the request. In the event the Board approves the charter, the charter shall operate under the jurisdiction of the Commission, as provided by Section 33-5207(6), Idaho Code. (4-11-06)

b. Remand the petition back to the authorized chartering entity for further consideration with

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

directions or instructions relating to such further review. If the authorized chartering entity further considers the matter and again denies the petition, then that decision is final and there shall be no further appeal. (4-11-06)

c. Redirect the petition for consideration ~~to another authorized chartering entity~~ by the Commission, if the appeal is regarding a denial decision made by the board of trustees of a local school district. (4-11-06)

d. Deny the appeal submitted by the petitioners/appellants. (4-11-06)

403. APPEAL RELATING TO THE DENIAL OF A REQUEST TO REVISE A CHARTER OR A CHARTER REVOCATION DECISION.

The following procedures shall govern an appeal relating to the denial of a request to revise a charter or a charter revocation decision. (4-11-06)

01. Submission of Appeal. The public charter school shall submit a notice of appeal in writing to the Board that describes, in detail, all of the grounds for the appeal, and the remedy requested, within thirty (30) days from the date of the written decision of the authorized chartering entity to revoke a charter or to deny a charter revision. A copy of the notice of appeal shall be submitted to the authorized chartering entity. In addition, contemporaneous with the submission of the notice of appeal, the appellant charter school shall also submit to the Board eleven (11), three (3)-holed punched, copies of the complete record of all actions taken with respect to the matter being appealed. The record must be in chronological order and must be appropriately tabbed and indexed. The record must contain, at a minimum, all of the following documents: (4-11-06)

a. The name, address, and telephone number of the appellant public charter school and the authorized chartering entity that issued the decision being appealed. (4-11-06)

b. Copies of all correspondence or other documents between the appellant public charter school and the authorized chartering entity relating to the matter being appealed. (4-11-06)

c. Copies of audio or video recordings, if any, and the minutes from all meeting(s) where the matter on appeal was considered or discussed. (4-11-06)

d. The written decision provided by the authorized chartering entity to the appellant public charter school. (4-11-06)

02. Public Hearing. A public hearing to review the decision of the authorized chartering entity shall be conducted within thirty (30) days after the date of the filing of the notice of appeal. (4-11-06)

03. Notice of Hearing. All parties in an appeal shall be notified of a public hearing at least ten (10) days in advance, or within such time period as may be mandated by law. The notice shall identify the time and place of the hearing; a statement of the legal authority under which the hearing is to be held; the particular sections of the statutes and any rules involved; the issues involved; and the right to be represented. The notice shall identify how and when documents for the hearing will be provided to all parties. (4-11-06)

04. Appointment of Charter Appeal Committee or Public Hearing Officer. The Board may, in its reasonable discretion, determine to appoint a charter appeal committee, composed solely of Board members, or a combination of Board members and Board staff, or alternatively, to appoint a public hearing officer, for the purpose of conducting the public hearing. If the Board determines not to make such an appointment, then the Board shall conduct the public hearing. (4-11-06)

05. Prehearing Conference. The entity conducting the public hearing may, upon written or other sufficient notice to all interested parties, hold a prehearing conference to formulate or simplify the issues; obtain admissions or stipulations of fact and documents; identify whether there is any additional information that had not been presented to the authorized chartering entity; arrange for exchange of any proposed exhibits or prepared expert testimony; limit the number of witnesses; determine the procedure at the hearing; and to determine any other matters which may expedite the orderly conduct and disposition of the proceeding. (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

06. Hearing Record. The hearing shall be recorded unless a party requests a stenographic recording by a certified court reporter, in writing, at least seven (7) days prior to the date of the hearing. Any party requesting a stenographic recording by a certified court reporter shall be responsible for the costs of same. The record shall be transcribed at the expense of the party requesting a transcript, and prepayment or guarantee of payment may be required. Once a transcript is requested, any party may obtain a copy at the party's own expense. (4-11-06)

07. Recommended Findings. If the public hearing is conducted by a charter appeal committee or appointed public hearing officer, then such committee or public hearing officer shall forward to the Board all materials relating to the hearing as soon as reasonably practicable after the date of the public hearing. If so requested by the Board, the entity conducting the public hearing may prepare recommended findings for the Board to consider. The recommended findings shall include specific findings on all major facts at issue; a reasoned statement in support of the recommendation; all other findings and recommendations of the charter appeal committee or public hearing officer; and a recommended decision affirming, or reversing the action or decision of the authorized chartering entity. A copy of the recommended findings shall be mailed or delivered to all the parties. (4-11-06)

08. Final Decision and Order by the Board. The Board shall consider the materials forwarded by the entity conducting the public hearing, including any recommended findings of the charter appeal committee or appointed public hearing officer, as may be applicable, in a meeting open to the public at the next regularly scheduled meeting of the Board that occurs after the public hearing. If the public hearing was not conducted by the Board, then the Board may allow representatives for both the appellant public charter school and the authorized chartering entity an opportunity to deliver oral arguments to the Board advocating their respective positions, limited to thirty (30) minutes for each party. Whether the public hearing is conducted by the Board, or by a charter appeal committee or appointed public hearing officer, the Board shall issue a final written decision on such appeal within sixty (60) days from the date of the public hearing. The decision shall be sent to both the appellant public charter school and the authorized chartering entity. With respect to such written decision, the Board may take any of the following actions: (4-11-06)

a. Grant the appeal and reverse the decision of the authorized chartering entity if the Board determines that the authorized chartering entity failed to appropriately consider the revocation of the charter, or the request to revise the charter, or that the authorized chartering authority acted in an arbitrary manner in determining to revoke the charter, or in denying the request to revise the charter. (4-11-06)

b. Remand the matter back to the authorized chartering ~~authority~~ entity for further consideration with directions or instructions relating to such further review. If the authorized chartering entity further considers the matter and again denies the petition, then that decision is final and there shall be no further appeal. (4-11-06)

~~**c.** Redirect the matter for consideration to another authorized chartering entity.~~ (4-11-06)

~~**d-c.**~~ Deny the appeal filed by the appellants. (4-11-06)

404. EX PARTE COMMUNICATIONS.

Unless required for the disposition of a matter specifically authorized by statute to be done ex parte, no party to the appeal nor any representative of any such party to the appeal, nor any person or entity interested in such appeal, may communicate, directly or indirectly, regarding any substantive issue in the appeal with the Board or the charter appeal committee or any hearing officer appointed to hear or preside over the appeal hearing, except upon notice and opportunity for all parties to participate in the communication. (4-11-06)

405. -- 499. (RESERVED)

500. MISCELLANEOUS.

01. Definition of LEA. As used in Section 500 of these rules, the term "local education agency" or "LEA" shall mean a public authority legally constituted within the state for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in the state, as such term is defined in the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001, and

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

as such term is further defined in 34 CFR 300.18.

(4-11-06)

02. LEA Designations. Section 33-5203(7), Idaho Code, provides that the Board shall be responsible to designate those public charter schools that will be identified as an LEA; however, only public charter schools chartered by the board of trustees of a school district may be included in that district's LEA. A public charter school may request to be designated as an LEA. Such request shall be in writing and must be submitted to the executive director of the Board. In addition, such request shall state the reasons why the public charter school is requesting LEA status, and must include, at a minimum, the following:

(4-11-06)

a. Verification that the public charter school is a public virtual school under Idaho law (if applicable).

(4-11-06)

b. A description of the federal programs for which the public charter school will seek funding, and a detailed discussion of the projected financial impact (positive or negative) to the public charter school if it is designated an LEA.

(4-11-06)

c. A discussion of how the public charter school will administer the ISAT tests to its students.

(4-11-06)

03. Criteria. The executive director of the Board shall have the authority to designate a public charter school as an LEA, in accordance with the following criteria:

(4-11-06)

a. A public charter school that is chartered by the board of trustees of a school district shall be included in that district's LEA, and the executive director of the Board shall not be permitted to designate such a school as an LEA, ~~except as discussed in Subsection 500.03 of these rules.~~

(4-11-06)

~~**b.** A public virtual school that is chartered by the board of trustees of a school district may be designated as an LEA, if the executive director determines, in his reasonable discretion, that the public virtual school has demonstrated a compelling reason for such designation in its written request and any supporting materials.~~

(4-11-06)

~~**b.**~~ **b.** A public charter school that is chartered by the Commission must be designated by the executive director as an LEA, but will still be required to submit a written request pursuant to Subsection 500.02 of these rules.

(4-11-06)

04. Referral to the Board. The executive director may determine to refer any request for LEA designation described in Section 500 of these rules to the Board for consideration, including any request submitted by a public charter school that is not eligible under the criteria contained herein.

(4-11-06)

05. Review. A public charter school may appeal to the Board a decision made by the executive director of the Board to deny a request to be designated an LEA.

(4-11-06)

06. Timeframe for LEA Request. A request for LEA status must be received no later than February 1 in order for any such designation to be effective for the following school year.

(4-11-06)

501. -- 999. (RESERVED)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

**IDAPA 08
TITLE 03
CHAPTER 01**

08.03.01 - RULES OF THE PUBLIC CHARTER SCHOOL COMMISSION

000. LEGAL AUTHORITY.

The Public Charter School Commission, in accordance with Section 33-5213, Idaho Code, adopts these rules. (4-11-06)

001. TITLE AND SCOPE.

01. Title. These rules shall be cited as IDAPA 08.03.01, "Rules of the Public Charter School Commission." (4-11-06)

02. Scope. These rules provide the requirements for the governance and administration of the Public Charter School Commission. (4-11-06)

002. WRITTEN INTERPRETATIONS.

In accordance with Section 67-5201(19)(b)(iv), Idaho Code, written interpretations of the rules of this chapter, if any, are available at the offices of the Public Charter School Commission. (4-11-06)

003. ADMINISTRATIVE APPEALS.

The provisions of Title 33, Chapter 52, Idaho Code, and IDAPA 08.02.04, "Rules Governing Public Charter Schools," govern appeals from decisions of the Commission. (4-11-06)

004. INCORPORATION BY REFERENCE.

No documents have been incorporated by reference into these rules. (4-11-06)

005. OFFICE -- OFFICE HOURS -- MAILING ADDRESS AND STREET ADDRESS.

The Public Charter School Commission is located in the offices of the Idaho State Board of Education. (4-11-06)

01. Office Hours. The Board offices are open from 8 a.m. to 5 p.m., except Saturday, Sunday, and legal holidays. (4-11-06)

02. Street Address. The offices of the Board are located at 650 W. State Street, Boise, Idaho. (4-11-06)

03. Mailing Address. The mailing address of the Board is P.O. Box 83720, Boise, Idaho 83720-0037. (4-11-06)

04. Telephone Number. The telephone number of the Board is (208) 334-2270. (4-11-06)

05. Facsimile. The Board's FAX number is (208) 334-2632. (4-11-06)

06. Electronic Address. The Board of Education website at www.boardofed.idaho.gov. (4-11-06)

006. PUBLIC RECORDS ACT COMPLIANCE.

Commission records are subject to the provisions of the Idaho Public Records Act, Title 9, Chapter 3, Idaho Code. (4-11-06)

007. -- 099. (RESERVED)

100. DEFINITIONS.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

01. Board. The Idaho State Board of Education or its designee. (4-11-06)

02. Commission. The Public Charter School Commission or its designee. (4-11-06)

101. -- 199. (RESERVED)

200. PROCEEDINGS BEFORE THE COMMISSION.

Proceedings or other matters before the Commission or its duly appointed hearing officer are governed by the provisions of Title 33, Chapter 52, Idaho Code, IDAPA 08.02.04, and these rules. (4-11-06)

201. COMMUNICATIONS WITH COMMISSION.

All written communications and documents intended to be part of an official record of decision in any proceeding before the Commission of any hearing officer appointed by the Commission must be filed with the individual designated by the agency. Unless otherwise provided by statute, rule, order, or notice, documents are considered filed when received by the officer designated to receive them, not when mailed or otherwise transmitted. (4-11-06)

202. COMPUTATIONS OF TIME.

Whenever statute, these or other rules, order, or notice requires an act be done within a certain number of days of a given day, the given day is not included in the count, but the last day of the period so computed is included in the count. If the day the act must be done is Saturday, Sunday, or a legal holiday, the act may be done on the first day following that is not a Saturday, Sunday, or legal holiday. (4-11-06)

203. BOARD MEETINGS -- MAJORITY -- CHAIRMAN.

01. Majority. A simple majority of members voting shall be sufficient to decide any matter pending before the Commission. (4-11-06)

02. Chairman Vote. The chairman shall vote only when necessary to break a tie. (4-11-06)

204. -- 299. (RESERVED)

300. PETITION -- SUBMISSION.

01. Number of Copies. Petitioners shall submit a petition consisting of ~~an unbound original application package and twelve (12) unbound, three (3) hole punched, copies of the application package to the Commission~~ and an electronic copy of the petition in word format. Appendices to the petition must be submitted as a single document in Adobe format. (4-11-06)

02. Case Number. The Commission will assign a case number to a petition. Any future documents or correspondence submitted to the Commission after original filing must reference the assigned case number.(4-11-06)

03. Administratively Complete. If the petition is not administratively complete when received, the Commission shall provide the petitioner notice of the deficiency, which identifies the missing documents and information. Administratively complete means the petition contains all of the information and documents required by Title 33, Chapter 52, Idaho Code, and IDAPA 08.02.04, "Rules Governing Public Charter Schools." (4-11-06)

04. Considered Received. A petition is considered received by the Commission when it is presented to the Commission at the first scheduled meeting after the petition is filed and the petition is administratively complete. (4-11-06)

05. Supplemental Information. Submission of supplemental information to the Commission shall be accomplished by filing ~~only the pages being amended~~ a complete, electronic copy of the petition, with the text to be removed stricken and the new language underlined, with the ~~page number of the page to be replaced at the bottom center of the page and the month and year~~ date of revision in the bottom left hand corner of the page noted on the

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

title page. (4-11-06)

06. Sufficiency Review. Petitioners shall submit a copy of the State Department of Education's sufficiency review, which is required by IDAPA 08.02.04, "Rules Governing Public Charter Schools," Subsection 200.03, and any related documents addressing the deficiencies, if any, at the time the petition is filed with the Commission. (4-11-06)

07. School District Comments. If applicable, school districts may provide comments of the school district where the public charter school will be physically located. (4-11-06)

301. COMPLIANCE MONITORING.

The Commission shall be responsible for ensuring the public charter school operates in accordance with all of the terms and conditions of the approved charter, including compliance ~~with~~ with all applicable federal and state education standards and all applicable state and federal laws, rules and regulations, and policies. See IDAPA 08.02.04, "Rules Governing Public Charter Schools," Subsection 301.01. Commission staff will make a site visit and verify the existence of the following documents after the charter is granted: (4-11-06)

~~01. Certificate of Occupancy.~~ Certificate of Occupancy for the public charter school site ~~no later than thirty (30) days prior to the opening of the school;~~ (4-11-06)

~~02. Building Inspection Reports.~~ A copy of the inspection report from the Idaho Division of Building Safety ~~to be submitted no later than thirty (30) days before the school initially opens and then within seven (7) days of receipt, thereafter;~~ (4-11-06)

~~03. Lease Agreement.~~ If school structures are being leased, a copy of the lease agreement for the building(s) at which students will be taught; (4-11-06)

~~04.~~ **03. Fire Marshal Report.** A fire marshal report for the public charter school site; (4-11-06)

~~05. Financial Statements.~~ Audited financial statements from an independent auditor must be submitted as required by Section 33-701, Idaho Code; (4-11-06)

~~06. Reports.~~ Copies of the following reports within five (5) business days of said reporting being submitted; (4-11-06)

~~a.~~ All reports submitted to the State Department of Education including, but not limited to, the Idaho Basic Education Data System ("IBEDS"); (4-11-06)

~~b.~~ All reports submitted to the Board; and (4-11-06)

~~c.~~ All reports submitted to federal education agencies including, but not limited to, reports required by the No Child Left Behind Act and the Individuals with Disabilities Education Act. (4-11-06)

~~07. Accreditation Reports.~~ A copy of the public charter school's accreditation report must be submitted within five (5) business days of receipt. See Section 33-5206(7), Idaho Code; (4-11-06)

~~08. Complaints.~~ Copies of any complaints filed against the public charter school including, but not limited to, lawsuits and complaints filed with the Idaho Professional Standards Commission relating to school employees, within five (5) business days of receipt; (4-11-06)

09. 04. Insurance Binders. Copies of insurance binders from a company authorized to do business in Idaho for a liability policy, a property loss policy, worker's compensation insurance, unemployment insurance, and health insurance ~~no later than thirty (30) days prior to the opening of school and thereafter, thirty (30) days before the expiration of the insurance policies;~~ (4-11-06)

~~10. Board Members.~~ A current list of all public charter school board members, including full name,

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~address, telephone number, and resume must be on file with the Commission within five (5) business days of any changes; (4-11-06)~~

~~11. **Goals Attainment.** Reporting to be submitted by the close of the school year demonstrating the students' level of attainment of the established skills and knowledge specified as goals in the public charter school's educational program. See Section 33-5206(7), Idaho Code; (4-11-06)~~

~~12. **Programmatic Operations Audit.** An audit of the programmatic operations of the public charter school as required by Section 33-5205(3)(k), Idaho Code, must be submitted no later than October 15th for the previous school year. See Section 33-5206(7), Idaho Code; (4-11-06)~~

~~13. **05. Health District Inspection Certificate.** A copy of the health certificate issued by the health district for each site at which students will be taught; (4-11-06)~~

~~14. **Proof of Compliance.** Proof the public charter school board is in compliance with all federal, state, and local rules, regulations, and statutes relating to education, health, safety, and insurance at least thirty (30) days before the first day of operation of the public charter school for each school year; (4-11-06)~~

~~15. **06. Criminal History Checks.** A copy of the criminal history checks for all employees as required by Sections 33-130 and 33-5210(4)(d), Idaho Code, no later than thirty (30) days prior to the first day of school; (4-11-06)~~

~~16. **07. Instructional Staff Certification.** Proof of certification for all instructional staff employed by the public charter school must be submitted no later than thirty (30) days prior to the first day of school; and (4-11-06)~~

~~17. **08. School Calendar, Daily schedule, and instructional hours.** Ninety (90) days before the commencement of each school year, documentation must be submitted to the Commission detailing the school's calendar for the school year, daily schedule, and documentation of the appropriate number of instructional hours for students at each grade level. (4-11-06)~~

302. Public charter schools authorized by the Commission shall submit to the Commission the following documents:

01. **Lease Agreement.** If school structures are leased, a copy of the lease agreement for the building(s) at which students will be taught;

02. **Financial Statements.** Audited financial statements from an independent auditor must be submitted as required by Section 33-701, Idaho Code;

03. **Accreditation Reports.** A copy of the public charter school's accreditation report as required by section 33-5206(7), Idaho code, must be submitted within five (5) business days of receipt; (4-11-06)

04. **Complaints.** Copies of any complaints filed against the public charter school including, but not limited to, lawsuits and complaints filed with the Idaho Professional Standards Commission relating to school employees, within five (5) business days of receipt;

05. **Board Members.** A current list of all public charter school board members, including full name, address, telephone number, and resume must be on file with the Commission within five (5) business days of any changes; (4-11-06)

06. **Goals Attainment.** A report, as required by section 33-5206(7), Idaho code, by the close of the school year demonstrating the students' level of attainment of the established skills and knowledge specified as goals in the public charter school's educational program and measurable student educational standards in the approved charter; (4-11-06)

07. **Programmatic Operations Audit.** An audit of the programmatic operations of the public charter school as required by Section 33-5205(3)(l), Idaho Code, must be submitted no later than August 15th for the

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

previous school year.

08. Proof of Compliance. Additional proof of compliance as reasonably requested by the Commission.

302- 303. -- 399. (RESERVED)

400. PETITION -- PUBLIC HEARING.

A public hearing, as required by Section 33-5205(2), Idaho Code, for consideration of a petition on its merits shall be conducted by the Commission. The Commission will: (4-11-06)

- 01. **Charter Provisions.** Consider the provisions of the public school charter petition. (4-11-06)
- 02. **Petition Merits.** Consider the merits of the petition including, but not limited to, the presentation by authorized representatives for the petition. (4-11-06)
- 03. **Petition Support.** Consider the level of employee and parental support of the petition. (4-11-06)
- 04. **School District Comment.** Consider any oral or written comments of an authorized representative of the school district in which the proposed public charter school would be physically located. (4-11-06)
- 05. **Public Comment.** Citizens intending to testify must notify the Commission the day of the meeting. Public comment will be limited to ten (10) minutes, unless otherwise determined by the Commission chairman. (4-11-06)

401. PETITION -- FORMAT.

All petitions submitted to the Commission must be in the following format. Information will only be considered if it is located in the correct Section. (4-11-06)

- 01. **Cover Page.** The cover page must include the following information: (4-11-06)
 - a. Name of proposed charter school; (4-11-06)
 - b. School year petitioning to open the school; (4-11-06)
 - c. Name of the school district affected by the attendance area; (4-11-06)
 - i. Where the public charter school building will be physically located; or (4-11-06)
 - ii. If it is a virtual school and the physical location of the main office; and (4-11-06)
 - d. Name, address, telephone number, ~~fax number~~, and e-mail address of the petitioner's authorized representative. (4-11-06)
- 02. **Table of Contents.** The second page shall be the beginning of the table of contents. (4-11-06)
- 03. **Tab 1.** (4-11-06)
 - ~~a. Copies of articles of incorporation, file stamped by the Idaho Secretary of State's Office; and of the signed bylaws adopted by the board of directors of the nonprofit corporation. See Section 33-5204(1), Idaho Code. (4-11-06)~~
 - ~~b. Signatures of at least thirty (30) qualified electors of the proposed charter school's service area. Proof of qualification of electors must be attached. See Section 33-5205(1)(a), Idaho Code. (4-11-06)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~e. a.~~ Mission and vision statements. (4-11-06)

04. Tab 2. The petitioner's information regarding the proposed operation and potential effects of the public charter school including, but not limited to, the facilities to be utilized by the public charter school, the manner in which administrative services of the public charter school are to be provided, and the potential civil liability effects upon the public charter school and upon the authorized chartering entity. See Section 33-5205(4), Idaho Code. (4-11-06)

05. Tab 3. (4-11-06)

a. A description of the public charter school's educational program and goals, including how each of the educational thoroughness standards, as defined in Section 33-1612, Idaho Code, shall be fulfilled. See Section 33-5205(3)(a), Idaho Code. (4-11-06)

b. A description of what it means to be an "educated person" in the twenty-first century, and how learning best occurs. See Section 33-5205(3)(a), Idaho Code. (4-11-06)

c. The manner by which special education services will be provided to students with disabilities who are eligible pursuant to the federal Individuals with Disabilities Education Act. See Section 33-5205(3)(q), Idaho Code. (4-11-06)

d. The plan for working with parents who have students who are dually enrolled pursuant to Section 33-203(7), Idaho Code. See Section 33-5205(3)(r), Idaho Code. (4-11-06)

06. Tab 4. (4-11-06)

a. The measurable student educational standards the public charter school will use. See Section 33-5205(3)(b), Idaho Code. (4-11-06)

b. The method by which student progress in meeting the identified student educational standards is to be measured. See Section 33-5205(3)(c), Idaho Code. (4-11-06)

c. A provision by which students of the public charter school will be tested with the same standardized tests as other Idaho public school students. See Section 33-5205(3)(d), Idaho Code. (4-11-06)

d. A provision that ensures that the public charter school shall be state accredited as provided by rule of the Board. See Section 33-5205(3)(e), Idaho Code, and IDAPA 08.02.02, "Rules Governing Uniformity," Section 140. (4-11-06)

e. A provision describing the school's plan if it is ever identified as an in need of improvement school as outlined in the No Child Left Behind Act. (4-11-06)

07. Tab 5. (4-11-06)

a. A description of the governance structure of the public charter school including, but not limited to, the persons or entity who shall be legally accountable for the operation of the public charter school. See Section 33-5205(3)(f), Idaho Code.

b. A description of the ethical standards to which the governing board of the public charter school will adhere.

c. A plan for the initial and ongoing training of the governing board of the public charter school. (4-11-06)

~~b. d.~~ The process to be followed by the public charter school to ensure parental involvement. See Section 33-5205(3)(f), Idaho Code.

d. e. The manner in which an annual audit of the financial and programmatic operations of the public charter school will

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

08. Tab 6. (4-11-06)

a. The qualifications to be met by individuals employed by the public charter school. This should include a requirement for all staff members to submit to a criminal history check, as required by Section 33-130, Idaho Code, and that all instructional staff shall be certified teachers, as required by the Board. See Section 33-5205(3)(g), Idaho Code. (4-11-06)

b. The procedures that the public charter school will follow to ensure the health and safety of students and staff. See Section 33-5205(3)(h), Idaho Code. (4-11-06)

c. A provision which ensures that all staff members of the public charter school will be covered by the public employee retirement system, federal social security, unemployment insurance, worker's compensation insurance, and health insurance. See Section 33-5205(3)(m), Idaho Code. (4-11-06)

d. A description of the transfer rights of any employee choosing to work in a public charter school authorized by the Commission and the rights of such employees to return to any public school in the school district after employment at such public charter school. See Section 33-5205(3)(o), Idaho Code. (4-11-06)

e. A provision that ensures that the staff of the public charter school shall be considered a separate unit for purposes of collective bargaining. See Section 33-5205(3)(p), Idaho Code. (4-11-06)

f. A statement that all teachers and administrators will be on written contract as required by Section 33-5206(4), Idaho Code. (4-11-06)

09. Tab 7. (4-11-06)

a. Admission procedures, including provision for over enrollment. See Section 33-5205(3)(j), Idaho Code, and IDAPA 08.02.04, "Rules Governing Public Charter Schools," Section 203. (4-11-06)

b. The disciplinary procedures that the public charter school will utilize, including the procedure by which students, including special education students, may be suspended, expelled, and reenrolled. See Section 33-5205(3)(l), Idaho Code. (4-11-06)

c. The procedures required by Section 33-210, Idaho Code, for students using or under the influence of alcohol or controlled substances. (4-11-06)

d. The public school attendance alternative for students residing within the school district who choose not to attend the public charter school. See Section 33-5205(3)(n), Idaho Code. (4-11-06)

e. The process by which the citizens in the area of attendance shall be made aware of the enrollment opportunities of the public charter school. See Section 33-5205(3)(s), Idaho Code. (4-11-06)

f. A plan for the requirements of Section 33-205, Idaho Code, for the denial of school attendance. See Section 33-5205(3)(i), Idaho Code. (4-11-06)

g. The student handbook that describes the school rules and the procedure ensuring a student's parent or guardian has access to this handbook. (4-11-06)

10. Tab 8. (4-11-06)

a. A detailed business plan including: (4-11-06)

i. Business description, (4-11-06)

ii. Marketing plan, (4-11-06)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

- iii. Management plan, and (4-11-06)
- iv. ~~Resumes of the directors of the nonprofit corporation,~~ (4-11-06)
- ~~v. iv. The school's financial plan,~~ (4-11-06)
- ~~vi. Start up budget with assumptions form,~~ (4-11-06)
- ~~vii. Three (3) year operating budget form, and~~ (4-11-06)
- ~~viii. First year month by month cash flow form.~~ (4-11-06)
- ~~v. A pre-opening plan and timeline.~~
- ~~b. The school's budget must be in the Idaho Financial Accounting Reporting Management System (IFARMS) format.~~ (4-11-06)
- eb.** A proposal for transportation services with an estimated first year cost as required by Section 33-5208(4), Idaho Code. (4-11-06)
- ec.** Plans for a school lunch program, including how a determination of eligibility for free and reduced price meals will be made. (4-11-06)
- 11. Tab 9.** If this is a virtual public charter school, a brief description of how the school meets the definition of a public virtual school as defined by Section 33-5202A(6), Idaho Code. (4-11-06)
- 12. Tab 10.** (4-11-06)
- a.** A description of any business arrangements or partnerships with other schools, educational programs, businesses, or nonprofit organizations, ~~and copies of any contracts or lease agreements.~~ (4-11-06)
- b.** Additional information the petitioners want the authorizing chartering entity to consider as part of the petition. (4-11-06)
- c.** A plan for termination of the charter by the board of the public charter school. (4-11-06)
- 13. Appendices**
- a.** ~~Copies of articles of incorporation, file-stamped by the Idaho Secretary of State's Office; and of the signed bylaws adopted by the board of directors of the nonprofit corporation.~~ (4-11-06)
- b.** ~~Signatures of at least thirty (30) qualified electors of the proposed charter school's service area. Proof of qualification of electors must be attached. See Section 33-5205(1)(a), Idaho Code.~~
- ~~c. Resumes of the directors of the nonprofit corporation, including references,~~
- ~~d. Copies of any contracts or lease agreements,~~
- ~~e. Start-up budget with assumptions form and supporting documentation,~~ (4-11-06)
- ~~f. Three (3)-year operating budget form, and~~ (4-11-06)
- ~~g. First year month-by-month cash flow form.~~ (4-11-06)
- ~~h. The school's budget must be in the Idaho Financial Accounting Reporting Management System (IFARMS) format and any other such format as may be reasonably requested by the Commission.~~
- 402. -- 999. (RESERVED)**

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Proposed Rule IDAPA 47.01.01 – Division of Vocational Rehabilitation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 47.01.01

BACKGROUND/DISCUSSION

Over the past year the Idaho Division of Vocational Rehabilitation (IDVR) has reviewed and updated policy and procedures in the agencies Field Service Manual, this manual is incorporated by reference into IDAPA 47.01.01. Any changes to the manual are handled in the same manner as administrative rules and require Board approval. Once changes are approved by the Board the rule incorporating the manual must then go through the rule making process.

Additional changes to the rule clarify language regarding the IDVR customer appeal and mediation processes as well as the order of selection process. These changes will bring IDVR into alignment with the recommendations and finding of their last federal review.

IMPACT

The proposed changes incorporate the updated Field Service Manual into rule and clarify process and procedures for customer appeals and order of selection.

ATTACHMENTS

Attachment 1 – Proposed Rule Changes to IDAPA 47.01.01	Page 3
Attachment 2 – Field Services Policy Manual – Redlined	Page 8
Attachment 3 – Field Services Policy manual – Clean	Page 216

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. Pending rules become effective at the end of the legislative session in which they are submitted.

Staff recommends approval.

BOARD ACTION

I move to approve the Proposed Rule changes to IDAPA 47.01.01 as submitted, effective July 1, 2013.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

AUGUST 16, 2012

IDAPA 47
TITLE 01
CHAPTER 01

IDAPA 47 - DIVISION OF VOCATIONAL REHABILITATION

47.01.01 - RULES OF THE IDAHO DIVISION OF VOCATIONAL REHABILITATION

000. LEGAL AUTHORITY.

Section 33-2301, Idaho Code and the Rehabilitation Act of 1973 and all subsequent Amendments. (3-30-01)

001. TITLE AND SCOPE.

01. Title. The title of this chapter is IDAPA 47.01.01, "Rules of the Idaho Division of Vocational Rehabilitation." (5-3-03)

02. Scope. The chapter has the following scope: To streamline the existing rules and to implement program changes necessitated by the 1998 Amendments of the Rehabilitation Act of 1973. (4-5-00)

002. WRITTEN INTERPRETATIONS.

Written interpretations to these rules in the form of the explanatory comments accompanying the notice of proposed rulemaking are available from the Idaho Division of Vocational Rehabilitation, 650 W. State Street, Boise, Idaho 83720. Other agency guidance documents, as well as agency policy statements or interpretations not rising to the legal effect of a rule, if any, are available for inspection and replication at the agency Central Office during regular business hours. (2-17-09)

003. ADMINISTRATIVE APPEALS.

Administrative appeals are governed by Section 100 of these rules in accordance with 34 CFR Part 361.57. (2-17-09)

004. INCORPORATION BY REFERENCE.

01. General. Unless provided otherwise, any reference in these rules to any document identified in Subsection 004 shall constitute the full incorporation into these rules of that document for the purposes of the reference, including any notes and appendices therein. The term "documents" includes codes, standards or rules which have been adopted by an agency of the state or of the United States or by any nationally recognized organization or association. (3-30-01)

02. Documents Incorporated by Reference. The following documents are incorporated by reference into these rules: (3-30-01)

a. All federal publications through the [Rehabilitation Services Administration](#). (2-17-09)

b. Idaho Division of Vocational Rehabilitation Field Services [Policy Manual](#), ~~October 2011~~ [June 2012](#), available for review on the website at <http://www.vr.idaho.gov/>. ~~(2-15-12)F ()~~

~~**c.** [Federal State Plan for Vocational Rehabilitation 2008-2010](#), available for review on the website at <http://www.vr.idaho.gov/>.~~ (2-17-09)

dc. Workforce Investment Act, Public Law 105-220. (5-3-03)

ed. Federal Register, Department of Education, 34 CFR Part 361- 363. (2-17-09)

fe. The Rehabilitation Act of 1973, as amended. (2-17-09)

03. Availability of Reference Material. Copies of the documents incorporated by reference into these rules are available at the Central Office, Idaho Division of Vocational Rehabilitation, 650 W. State Street, Room 150, Boise, Idaho 83720, (208) 334-3390 or through access to the internet URL addresses outlined in Subsection 004.02.(2-17-09)

005. -- 009. (RESERVED)

010. DEFINITIONS.

01. Authorization to Purchase. A purchase order issued on behalf of the Division. (5-3-03)

02. CFR. Code of Federal Regulations. (7-1-93)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

03. **Client/Participant Customer**. Any individual who has applied for or is eligible for Vocational Rehabilitation services. (5-3-03)
04. **Designated State Agency**. The Idaho State Board of Education. (5-3-03)
05. **Designated State Unit**. The Idaho Division of Vocational Rehabilitation. (7-1-93)
06. **IDVR**. The Idaho Division of Vocational Rehabilitation. (4-5-00)
07. **IPE**. Individualized Plan for Employment. (4-5-00)
08. **Most Significant Disability (MSD)**. Meets the criteria as Significant Disability as found in the Rehabilitation Act of 1973, as amended, and defined in 34CFR Part 361.5 (b) 30 and is further defined as:(2-17-09)
- a. Having a severe physical, mental, cognitive or sensory impairment which seriously limits ~~two~~ three (23) or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance or work skills) in terms of an employment outcome; and (5-3-03)()
- b. Whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time. (3-20-04)
09. **Method of Written Notification**. The written notification of findings and conclusions arising from an Informal Dispute Resolution, Mediation, ~~Impartial Due Process Fair~~ Hearing, shall be served to the client customer via the U.S. Postal Service ~~by means of certified mail. Durational requirements for appeals shall commence on the day received by the client as noted by the certified mail records.~~ (5-3-03)()
10. **PM**. Policy Memorandum. (5-3-03)
11. **RSA**. Rehabilitation Services Administration, U.S. Department of Education. (5-3-03)
12. **State Administrator**. The Chief Executive Officer of the Idaho Division of Vocational Rehabilitation.
13. **VRC**. Vocational Rehabilitation Counselor. (5-3-03)

011. -- 099. (RESERVED)

100. CLIENT/PARTICIPANT CUSTOMER APPEALS.

In accordance with 34 CFR Part 361.57, the client/participant customer appeals process is governed by Section 100 through 103 of these rules and is outlined in the Division's agency Field Services Manual on the website at <http://www.vr.idaho.gov/> that is incorporated by reference into these rules in Subsection 004.02.b. (2-17-09)

01101. Informal Appeals Review Process. The informal ~~administrative~~ review process is an option available to the individual customer as a proven means likely to result in a timely resolution of disagreements. An individual must request an informal ~~administrative~~ review within ~~ten~~ twentyone (21) calendar days of the agency notice regarding the provision or denial of services that are in question. The request must be in writing to the regional manager. The request must describe the complaint. In holding an informal ~~administrative~~ review, the regional manager will function as the administrative review officer ~~and~~. At the customer's request another regional manager may be substituted. The reviewer will be responsible for: (3-29-10)

A01. Advising the customer of his/her right to have a representative present and encouraging the customer to use the services of CAP.

02. Conducting the review within fifteen (15) calendar days following written receipt of a request for such a hearing. Unless an extension is agreed upon by both parties. (3-29-10)

~~**b.** Advising the individual of their right to have a representative present and encouraging the individual to use the services of CAP. (3-29-10)~~

~~**c.** Insuring that the review is conducted at a time mutually agreed to by the parties involved that ensures the entire appeals process can be completed within forty five (45) calendar days, unless the parties agree to a specific extension of time. (3-29-10)~~

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

~~d. When undue delay is caused by the individual in scheduling an administrative review, the individual will be informed that if the review is not conducted within thirty (30) calendar days following the individual's request for an informal administrative review, the individual's request will be viewed by IDVR as invalid. (3-29-10)~~

~~e03. When the individual customer makes a documented effort to utilize CAP or another selected advocate to resolve the dissatisfaction, the time allowed for conducting an administrative informal review will be extended accordingly. (3-29-10)~~

~~F04. Holding the review at a time and place convenient to the individual customer, generally at the local IDVR branch office. (3-29-10)~~

~~g05. Providing communication methods for those individuals customers who have a sensory impairment. An interpreter will be provided for those individuals customers who cannot communicate in English. (3-29-10)~~

~~h06. Assuring If needed assure that the individual customer is provided transportation to and from the review site, if needed. (3-29-10)~~

~~I07. The administrative informal review officer (regional manager) will attempt to resolve the matter to the satisfaction of the individual customer, developing a written agreement proposal with the individual customer at the conclusion of the appeal process. A copy will be sent to the Administrator, Chief of Field Services, the involved counselor(s) and the counselor's supervisor. The results are binding for the agency unless the decision proposal is not permitted by law. The individual customer may reject the findings of the review proposal and request a formal appeal known as an Impartial Due Process Hearing a fair hearing within ten (10) calendar days of the informal review proposal or sixty (60) calendar days of the original agency decision, whichever one comes later. (3-29-10)~~

~~102. Mediation. Mediation is an alternate dispute resolution method available to applicants and eligible customers who have initiated the formal appeals process.~~

~~01. A customer must request mediation within twenty (20) calendar days of the original decision or ten (10) calendar days following the written proposal from the informal review. Mediation is available to a customer when and informal review has not resolved the dispute to the satisfaction of the customer.~~

~~02. Requests for mediation must be made in writing to the chief of field services and must clearly state the reason for dissatisfaction with the decision or results of the informal review. The chief of field services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in the agency action that created the customer's dissatisfaction.~~

~~03. Participation in the mediation process is voluntary on the part of the customer and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Once mediation has been accepted as an alternate dispute resolution method, either party may terminate the mediation process.~~

~~04. Mediation may not be used to deny or delay the customer's right to pursue a fair hearing. Should the customer and/or designated representative select mediation in lieu of a fair hearing the option for a fair hearing will be extended to allow the results of the mediation to be established. Once the final results of the mediation are determined, the customer retains the right to request a fair hearing.~~

~~05. All mediation is conducted by a qualified and impartial mediator who is selected randomly from a list of mediators maintained by IDVR.~~

~~06. Mediation discussions are confidential and may not be used as evidence in a fair hearing. A confidentiality agreement will be signed by both parties at the beginning of the mediation process.~~

~~07. The mediator will develop a written mediation agreement if an agreement between the parties is reached. The agreement must be signed by the customer, the mediator, and the IDVR designated representative.~~

~~08. Cost of mediation is paid by IDVR. IDVR is not required to pay for any cost related to the representation of a customer.~~

02103. Formal Appeals Fair Hearing Process. The formal appeal fair hearing process is an option available to any individual customer who is dissatisfied with any determination made by personnel of IDVR that affects the provisions of vocational rehabilitation services. An individual customer may request a fair hearing immediately without having to go through any other appeal steps. A customer may request, or if appropriate may request through the individual's customer's representative, a timely review of the determination. Such

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

request must be made within sixty (60) days of the IDVR ~~case management~~ decision resulting in the initial disagreement or within ten (10) calendar days of the conclusion of the informal review or mediation process, whichever is later. The ~~formal appeal~~ fair hearing process shall include an ~~impartial due process~~ fair hearing by an ~~impartial fair~~ hearing officer (FH/O). (3-29-10)

~~A01.~~ A formal fair hearing is a procedure whereby an ~~individual customer~~ who is dissatisfied with any determination concerning the provision or denial of IDVR services or the findings of the ~~administrative review~~ informal review or mediation may seek a determination of agency action before an ~~impartial fair~~ hearing officer. (3-29-10)

~~b.~~ ~~The individual must request a hearing within ten (10) calendar days of the agency notice regarding the provision or denial of services based upon the conclusion of the administrative review or mediation. The individual may bypass the informal administrative review or mediation process entirely and go directly to the impartial due process hearing (fair hearing). That process will then commence immediately.~~ (3-29-10)

~~e02.~~ A request for a fair hearing must be sent in writing to the chief of field services and clearly state the ~~individual's customer's~~ dissatisfaction with the agency's decision. (3-29-10)

~~d03.~~ The hearing shall be conducted within sixty (60) calendar days of receipt of the ~~individual's customer's~~ request for review, unless informal resolution is achieved prior to the 60th day, or the parties agree to a specific extension of time.

~~e04.~~ ~~A hearing shall be conducted by an impartial hearing officer selected from the pool of qualified persons identified jointly by the Administrator of IDVR and the State Rehabilitation Council. A list of fair hearing officers shall be identified jointly by the administrator of IDVR and the state rehabilitation council.~~ (3-29-10)

~~05.~~ ~~The fair hearing officer shall be selected from the list by the administrator of IDVR and the customer.~~

~~f06.~~ The fair hearing officer shall issue a written report of the findings and decision of the hearing within thirty (30) calendar days of the completion of the hearing. (3-29-10)

~~g07.~~ The decision of the fair hearing officer shall be considered final by the agency. (3-29-10)

~~h08.~~ Any party who disagrees with the findings and decisions of an ~~impartial fair~~ hearing officer shall have the right to bring a civil action with respect to the matter in dispute. The action may be brought in any state court of competent jurisdiction or in a district court of the United States of competent jurisdiction without regard to the amount in controversy. (3-29-10)

~~03.~~ ~~**Impartial Due Process Hearing.** An individual may request an impartial due process hearing immediately without having to go through other appeal steps. Even if an individual agrees to an informal hearings process, such individual is entitled to a due process hearing within sixty (60) days of the IDVR case management decision that initiated the disagreement, unless both parties agree to an extension.~~ (3-29-10)

~~04.~~ ~~**Mediation.** Mediation is an alternate dispute resolution method available to applicants and eligible individuals who have initiated the formal appeals process.~~ (3-29-10)

~~a.~~ ~~An individual must request mediation within ten (10) calendar days of the agency notice regarding the results of the administrative review. Mediation is available to an individual when an administrative review has not resolved the dispute to the satisfaction of the individual.~~ (3-29-10)

~~b.~~ ~~A request for mediation must be made in writing to the Chief of Field Services and clearly state the reason for dissatisfaction with the results of the administrative review. The Chief of Field Services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in agency action that created the individual's dissatisfaction.~~ (3-29-10)

~~e.~~ ~~Participation in the mediation process is voluntary on the part of the individual and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Either party, once accepting mediation as an alternate dispute resolution method, may terminate the mediation process.~~ (3-29-10)

~~d.~~ ~~Mediation is not used to deny or delay the individual's right to pursue an impartial hearing. Should the individual or designated representatives select mediation in lieu of a formal hearing, the option for the formal hearing will be extended to allow the results of the mediation to be established. After the final results of the mediation are determined, the individual retains the right to request a formal hearing.~~ (3-29-10)

~~e.~~ ~~Mediation is conducted by qualified and impartial mediators who are selected randomly from a list of mediators maintained by IDVR.~~ (3-29-10)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

- ~~f. Mediation discussions are confidential and may not be used as evidence in a subsequent due process hearing. (3-29-10)~~
~~g. The mediator will develop a written mediation agreement if agreement between the parties is reached, signed by the individual, the mediator and IDVR. (3-29-10)~~
~~h. Cost of mediation is paid by IDVR, although no costs are provided for representation for the individual. (3-29-10)~~

1014. -- 199. (RESERVED)

200. ORDER OF SELECTION.

~~01. Order of Selection.~~ The following order of selection will be used if the Idaho Division of Vocational Rehabilitation finds that it cannot serve all eligible ~~clients/participants~~ customers due to a lack of either personnel and/or financial resources. The priority listings progress downward with priority number one (1) being the most restrictive and priority number four (4) being the least restrictive. ~~(5-3-03)~~

~~A01.~~ Priority Number 1: At the time that a decision to move to an order of selection is made, it is determined that only those consumers who already have an existing individualized plan for employment (IPE) will continue to be served. ~~(5-3-03)~~

~~B02.~~ Priority Number 2: At the time that a decision to move to an order of selection is made, it is determined that only those ~~consumers~~ customers in Priority Number 1 above and current and future, otherwise eligible, ~~clients/participants~~ customers rated to this or a more restrictive priority can be served. ~~Consumers~~ Customers meeting this priority rating are those ~~individuals~~ customers with most significant disabilities. ~~(5-3-03)~~

~~C03.~~ Priority Number 3: At the time that a decision to move to an order of selection is made, it is determined that only those ~~consumers~~ customers in Priorities Numbers 1 and 2 above and current and future, otherwise eligible, ~~clients/participants~~ customers rated to this or a more restrictive priority can be served. ~~Consumers~~ Customers meeting this priority rating are those individuals with significant disabilities. ~~(5-3-03)~~

~~D04.~~ Priority Number 4: All eligible ~~clients/participants~~ customers for Vocational Rehabilitation services (no order of selection in place). ~~(5-3-03)~~

201. -- 299. (RESERVED)

300. CLIENT/PARTICIPANT/CUSTOMER SERVICES.

01. Provision of Purchased Services Contingent upon Financial Need of the Client/Participant Customer. The Idaho Division of Vocational Rehabilitation will apply a Financial Needs Assessment. Financial need will not be a consideration in the determination of eligibility for Vocational Rehabilitation, but will be a consideration in allocating the cost of VR services, with some exceptions. ~~(5-3-03)~~

02. Authorization to Purchase. The Division requires that when purchasing services from a vendor, an authorization must be issued prior to, or on, the beginning date of service. If services are provided without a Division approved authorization to purchase, the Division reserves the right to not honor the vendor's invoice. ~~(5-3-03)~~

03. General Provisions. Idaho Division of Vocational Rehabilitation will only pay for services that contribute to the determination of eligibility or to achieve an employment outcome. ~~(3-20-04)~~

~~04. **Non-Residents of the State Residency.** Financial participation will only be available to residents of Idaho. Citizenship is not a requisite for financial assistance; however, the individual must have legal resident status and be present in the state (i.e., illegal aliens will not be eligible for the Vocational Rehabilitation programs). There is no duration of residency requirement. The customer must be living in the state of Idaho and legally be able to work within the United States (i.e., non U.S. citizens must show they are legally able to work within the United States).~~ ~~(3-20-04)~~

05. Provision of CRP (Community Rehabilitation Program) Services. IDVR will purchase vocational services from CRPs that are accredited by either Commission Accreditation Rehabilitation Facilities (CARF), the Rehabilitation Accreditation Commission, or Rehabilitation Services Accreditation System (RSAS). In conjunction with the client/participant customer, the qualified professional Vocational Rehabilitation Counselor, will determine which CRP Services, if any, are required for the client/participant customer to achieve an employment outcome. ~~(3-20-04)~~

301. -- 999. (RESERVED)



Field Services Policy Manual



*Idaho Division of
Vocational Rehabilitation*

Updated as of August 2012 **2008**

(created **January 2007**)

**IDAHO DIVISION OF VOCATIONAL REHABILITATION
FIELD SERVICES POLICY MANUAL (update to index 7/10/082012)**

Table of Contents (updated 7/23/2012)

**SECTION 1.0 PURPOSE AND GENERAL REQUIREMENTS OF THE IDAHO
VOCATIONAL REHABILITATION PARTICIPANT SERVICES PROGRAM** -----
-----7

PROGRAM 1

 1.1 Legal Citations -----8

 1.2 Program Requirements -----8

 1.3 Provider Standards -----9

 1.1 Legal Citations 2

 1.2 Program Requirements 2

 1.3 Provider Standards 3

 1.4 Selection of Service Providers -----
 9Providers 3

SECTION 2.0 ETHICS -----18

SECTION 3.0 CONFIDENTIALITY -----19

 3.1 Confidentiality -----19

 1.5 Definitions 3

SECTION 2.0 ETHICS..... 11

**SECTION 3.0 PROTECTION, USE, AND RELEASE OF PERSONAL
INFORMATION** 12

 3.1 Confidentiality 12

 3.2 Release of Personal Information to Individuals/Customers with Disability/Disabilities, their
 Representatives, Representative or Attorney -----
 -----19

 Attorney 12

 3.3 Release to Other Agencies or Organizations -----20
 13

 3.4 Release in Response to Investigations in Connection with Law Enforcement -----
 20Enforcement 13

3.5 Release for Audit, Evaluation or Research <u>Research</u>	20
<u>Research</u>	13
3.6 Subpoena for Release of Information to the Courts, Other Judicial Bodies, Worker’s Compensation and Law Enforcement Agencies	14
<u>Agencies</u>	14
3.7 Social Security Information	21
<u>Information</u>	14
SECTION 4.0 APPEALS PROCESS.....	22
<u>PROCESS</u>	14
4.1 Continuation of Services Pending Completion of the Hearing	22
<u>Hearing</u>	15
4.2 Client Assistance Program (CAP) and Supervisory Review	23
<u>Review</u>	15
4.3 Informal Appeals Process.....	23
4.4 Formal Appeals Process.....	24
4.5 Mediation.....	25
<u>4.3 Dispute Resolution Process</u>	15
<u>4.4 Mediation</u>	16
<u>4.5 Fair Hearing Process</u>	17
SECTION 5.0 APPLICATION FOR SERVICES /AND ELIGIBILITY DETERMINATION.....	27
<u>DETERMINATION</u>.....	18
5.1 <u>Inquiry</u>	18
5.2 <u>Referral</u>	18
5.3 <u>Application for IDVR Services</u>	27
5.2 Assessment for determining eligibility and priority for services	27
Application for <u>Idaho Division of Vocational Rehabilitation Services</u>	28
(IDVR) Services	19
5.3 Eligibility Criteria.....	33
Qualified Personnel.....	33
5.4 Social Security Presumption	35
5.5 5.4 <u>Assessment for Determining Eligibility and Priority for Services</u>	20
5.5 <u>Eligibility Criteria</u>	20

5.6 Review and Assessment of Data for Eligibility Determination.....	23
35 Determination.....	23
SECTION 6.0 THE DETERMINATION OF SIGNIFICANCE OF DISABILITY.....	25
41 DISABILITY.....	25
6.1 Policy.....	41
6.2 Definitions.....	41
6.3 Procedures.....	42
6.1 Policy.....	25
6.2 Definitions.....	25
6.3 Procedures.....	26
SECTION 7.0 ASSESSMENT OF VOCATIONAL REHABILITATION NEEDS.....	28
48 NEEDS.....	28
7.1 Primary Sources/Source of Information.....	28
-48 Information.....	28
7.2 Comprehensive Assessment of Rehabilitation Needs.....	29
48 Needs.....	29
7.3 IPE Development.....	31
7.4 Medical Consultation Policy.....	32
52 Policy.....	32
-Medical Consultant Review Form.....	54
SECTION 8.0 PARTICIPATION OF INDIVIDUALS/CUSTOMERS IN COST OF SERVICES BASED ON FINANCIAL NEED.....	32
55 NEED.....	32
SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM.....	61
61	61
<u>SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM.....</u>	37
SECTION 10.0 INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE).....	38
63).....	38

10.1 Options for Developing the IPE.....	63
IPE.....	38
10.2 Ticket to Work.....	64
10.3 Annual Review.....	64
10.2 Developing the Vocational Goal.....	39
10.3 Ticket to Work.....	40
10.4 The IPE must include the following.....	64:40
10.5 Plan Features in Gemini.....	67
10.6 4x4 Service Policy.....	68
10.5 Annual Review.....	42
10.6 IPE Electronic Case Management Functions.....	42
SECTION 11.0 COMPARABLE SERVICES AND BENEFITS.....	
69 BENEFITS.....	44
11.1 Comparable Services and Benefits.....	
69 Benefits.....	44
11.2 Comparable Services and Benefits Exceptions.....	69
11.2 Exempt Service.....	44
11.3 Timeliness of Comparable Benefits.....	
70 Benefits.....	45
SECTION 12.0 VOCATIONAL REHABILITATION SERVICES.....	
71 SERVICES.....	45
12.1 Guiding Principles of Informed Choice.....	71
12.1 Timeliness.....	45
12.2 Agency Payment Policy.....	
72 Policy.....	46
12.3 Counseling, Guidance, and Work-Related Placement Services for Individuals with Disabilities, including Rehabilitation Services that address Disability related Barriers to Employment, Job Search Assistance, Placement Assistance, Job Retention Services, and Follow-up.....	81
12.3 Counseling and Guidance.....	54
12.4 Physical and Mental Restoration Services.....	
82 Services.....	54

12.5 Vocational and other training services, including:	83
Out of State Training	84
Advanced Degree	85
▪ On the Job Training Agreement	87
▪ On the Job Training (OJT) Review	88
<u>12.6-12.5 Training Services</u>	<u>55</u>
<u>12.6 Benefits Counseling</u>	<u>57</u>
<u>12.7 On-the-Job Supports</u>	<u>57</u>
<u>12.8 Job Placement of Participants</u>	<u>89</u>
<u>Customers</u>	<u>57</u>
Community Rehabilitation Providers	89
Worker's Compensation Liability	90
12.7 Schedule A Appointing Authority in the Federal Government	90
12.8 Alternative Hire Process for Employment with State Government	91
12.9 Self-Employment Policy	91
Policy	60
Client Checklist for Self Employment	103
Counselor Checklist for Self Employment	105
12.10 Interpreter <u>Effective Communication Services</u> and Note Taking Services	
<u>for Customers with Sensory Impairments</u>	<u>83</u>
12.11 Occupational Licenses, Tools, Equipment, Initial Stocks, and Supplies <u>Necessary in order to enter an Occupation</u>	
<u>Occupation</u>	<u>83</u>
12.12 Supported Employment Services	
<u>Services</u>	<u>84</u>
12.13 Post-Employment Services	
<u>(PES)</u>	<u>86</u>
12.14 Rehabilitation <u>Technology Services</u>	
<u>Technology</u>	<u>87</u>
12.15 Supportive Services	
<u>Services</u>	<u>88</u>
12.16 School Transition	114
<u>12.16 School Transition</u>	<u>89</u>

12.17 Services to Family Members	90
116Members	
12.18 Personal Care Attendant Services	91
117Assistant Services	
12.19 Reserve Fund	118
SECTION 13.0 CLOSURE	119
13.1 Ineligibility Based Upon Disability Issues	119
13.2 Ineligibility Based Upon other Reasons	120
13.3 Closure of Individuals who have achieved an employment outcome	121
SECTION 14.0 PURE STATE KIDNEY	122
14.1 History of Pure State Kidney	122
14.2 Eligibility for PSK Services	123
14.3 Comparable Benefits	122
14.4 Service Delivery	124
14.5 PSK Services	124
14.6 General Guidelines	126
SECTION 15.0 ORDER OF SELECTION	129
15.1 Authority	129
15.2 Policy	129
15.3 Administrative Requirements	129
15.4 Determination of Significance of Disability	129
15.5 <u>12.19 Services to a Group of Individuals</u>	<u>92</u>
<u>SECTION 13.0 CLOSURE</u>	<u>94</u>
<u>13.1 Closure during Application Status</u>	<u>94</u>
<u>13.2 Closure during Eligibility Status</u>	<u>97</u>
<u>13.3 Unsuccessful Closure after Implementation of IPE</u>	<u>99</u>
<u>13.4 Successful Competitive Closure after Implementation of IPE</u>	<u>100</u>

13.5 Successful Non-Competitive Closure after Implementation of IPE 102
13.6 Closure after Post Employment Services (PES) 103

SECTION 14.0 ORDER OF SELECTION..... 103

14.1 Authority..... 103
14.2 Policy 104
14.3 Administrative Requirements..... 104
14.4 Procedures 105
14.5 Information and Referral..... 132 (I & R) 106
~~15~~14.6 Counseling and Guidance.....
~~133~~Guidance 107
~~15~~14.7 Documenting and a Formal Referral.....
~~134~~Referral..... 108
~~15~~14.8 Post-Employment Services.....
~~135~~

SECTION 1.0 – PURPOSE AND GENERAL REQUIREMENTS OF THE IDAHO VOCATIONAL REHABILITATION PARTICIPANT SERVICES PROGRAM

The Idaho Division of Vocational Rehabilitation (IDVR) program assists eligible persons with ~~physical or mental~~ disabilities to prepare for and achieve an employment outcome. “Employment outcome” means entering or retaining full-time, or if appropriate, part-time competitive employment in the integrated labor market to the greatest extent possible. It also means supported employment; or other types of employment, including self-employment, consistent with self-sustaining activity for wages or compensation consistent with ~~an individual’s~~ the customer’s strengths, resources, priorities, concerns, abilities, capabilities, ~~interests~~ interest, and informed choice.

Competitive employment is work performed in the integrated labor market in which the ~~individual~~ customer is compensated at or above minimum wage, but not less than the customary wage and benefits paid for the same or similar work performed by ~~individuals~~ customers who do not have a disability.

The IDVR is a statewide program that develops and utilizes partnerships for effective service delivery. Partnerships vary, but include those programs authorized under the Rehabilitation Act such as Independent Living Centers and Tribal Vocational Rehabilitation Programs. Programs authorized under the Workforce Investment Act (WIA) are utilized to the maximum extent possible as allowed in Section ~~188~~ of the Act. It is understood that each program is unique and offers unique cultural and professional expertise. Cooperative Agreements with respective programs are encouraged and should be referred to for local understanding. Staff is encouraged to understand these agreements and provide information, referral and services as appropriate to the needs of the ~~individuals~~ customers they serve. Consult with the Regional Manager for access to pertinent cooperative agreements.

Vocational Rehabilitation is based upon an Individual Plan of Employment (IPE) that is oriented to the achievement of an employment outcome. Services provided to persons with disabilities must be documented as necessary to overcome related barriers to employment and must be provided as cost effectively as possible.

The Division strives to maintain a highly accountable program to all customers. ~~Division employees and individuals with disabilities are accountable for their actions and will be held to the highest standard of responsibility.~~

IDVR provides, as appropriate to the vocational rehabilitation needs of each eligible ~~individual~~ customer, goods or services necessary to enable the ~~individual~~ customer to achieve an employment outcome.

EXCEPTION TO POLICY

~~Exceptions to policy require the approval of the VR Manager and the notification and consultation of the Chief of Field Services.~~ VR Counselors are delegated substantial decision and purchasing authority based upon the caps outlined in the Payment Policy. Exceptions to policy require the approval of a VR Regional Manager and the notification and consultation of the Chief of

Field Services. Documentation of the VR Regional Manager's approval must be noted in the case file.

Purchases in excess of delegated authority are reviewed by the Regional Manager and approved by the Chief of Field Services or designee ~~(Field Services Manager).~~ Documentation of the approval of purchases in excess must be noted in case file.

1.1 Legal Citations

The IDVR program is operated in compliance with the ~~federal~~Federal Rehabilitation Act of 1973, as amended. The legal authorities for the policies contained in the Vocational Rehabilitation Services Policy Manual are: Title 34 CFR Part 361, issued January 17th 17, 2001 in the Federal Register implementing the Rehabilitation Act Amendments of 1998; and Title 67, Chapter 53 of the Idaho ~~Code~~code related to provisional appointments in state government for those with severe disabilities.

1.2 Program Requirements

Eligibility is determined without regard to sex, race, creed, age, color, national origin or type of disability.

There is no duration of residency requirement. The ~~individual~~customer must be living in the State of Idaho and legally able to work in the United States.

IDVR will establish and maintain a record of services for each ~~applicant~~customer for, and recipient of, vocational rehabilitation services, which includes data necessary to comply with VR agency and Federal Rehabilitation Service Administration (RSA) requirements.

In the purchase of goods or services for persons with disabilities, IDVR complies with its procurement policy, Purchase of Services and Supplies for ~~participant~~customer use in the Vocational Rehabilitation Program.

Case service expenditures require written authorization prior to the initiation of the service or ~~the~~ purchase of any ~~equipment~~goods. Oral authorizations by a Regional Manager or above are permitted in emergency situations, but must be confirmed promptly in writing and forwarded to the provider. ~~Authorizations~~ Emergency oral authorizations are to be ~~issued~~followed up with a written authorization within three (3) business days ~~of the beginning date of service.~~

Goods and services will be provided subject to the ~~availability~~guidelines of ~~funds.~~ the Order of Selection (Section 14.0).

When appropriate, counselors shall refer ~~individuals~~customers with disabilities to receive services from other agencies and organizations.

Each applicant or eligible ~~individual~~customer being provided vocational rehabilitation services shall be informed of the procedure for requesting a review and a determination of agency action concerning the furnishing or denial of services, including the names and addresses of individuals with whom appeals may be filed and the availability of the Client Assistance Program (CAP).

1.3 Provider Standards

IDVR requires service providers:

To be licensed by the Division of Occupational Licensing, the U.S. Department of Education Office of Post-Secondary Education, or a professional certifying body, ~~The Division of Post-Secondary Education.~~

OR

IDVR requires service providers that offer vocational rehabilitation services to apply to be an approved service provider with the Division. ~~Service provider's agreements may be secured by contacting the Divisional Regional Manager in the area.~~
CRPs must be accredited based on IDAPA rules.

OR

OR

IDVR Counselors may occasionally approve the purchase of services from non-license providers such as, educational tutoring, foreign language interpreters, or other services to support the rehabilitation needs of ~~an individual~~a customer.

1.4 Selection of Service Providers

Providers are selected by a combination of ~~participant~~the customer's informed choice and State procurement rules. ~~The Service Provider Agreement states the provider's rate. Division VR~~ counselors will assist the ~~individual~~customer in acquiring information necessary to make an informed choice regarding the selection of ~~the~~ service provider. ~~The lowest cost qualified provider that meets the satisfaction of the individual is normally selected.~~

1.4.15 Definitions:

(Reference Federal Register / Vol. 66, No. 11 / Wednesday, January 17, 2001 / Rules and Regulations) Regulation

a. _____

Applicant means ~~an individual~~, customer who submits an application for vocational

a. rehabilitation services in accordance with Sec. 361.41(b)(2). (Authority:

_____ Section 12(c) of the Act; 29 U.S.C. 709(c))

b. _____

b. **Assessment for determining eligibility and vocational rehabilitation needs** means, as appropriate in each case, (i)(A) A review of existing data ~~---~~(1) To determine if ~~an individual~~a customer is eligible for vocational rehabilitation services; and (2) To assign priority for an order of selection described in Sec. 361.36 in the States that use an order

of selection; and (B) To the extent necessary, the provision of appropriate assessment activities to obtain necessary additional data to make the eligibility determination and assignment; (ii) To the extent additional data are necessary to make a determination of the employment outcomes and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment ~~of~~for an eligible ~~individual~~customer, a comprehensive assessment to determine the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, including the need for ~~supported~~support employment, of the eligible ~~individual~~customer. This comprehensive assessment ~~is~~ (A) ~~is~~ limited to information that is necessary to identify the rehabilitation needs of the ~~individual~~customer and to develop the individualized plan of employment of the eligible ~~individual~~customer; (B) Uses as a primary source of information, to the maximum extent possible and appropriate and in accordance with confidentiality requirements--

~~(1)~~

- 1) Existing information obtained for the purposes of determining the eligibility of the ~~individual~~customer and assigning priority for an order of selection described in Sec. 361.36 for the ~~individual~~customer; and

~~(2)~~

- 2) Information that can be provided by the ~~individual~~customer and, if appropriate, by the family of the ~~individual~~customer; (c) May include, to the degree needed to make such a determination, an assessment of the personality, interests, interpersonal skills, intelligence and related functional capacities, educational achievements, work experience, vocational aptitudes, personal and social adjustments, and employment opportunities of the ~~individual~~customer and the medical, psychiatric, psychological, and other pertinent vocational, educational, cultural, social, recreational, and environmental factors that ~~affect~~effect the employment and rehabilitation needs of the ~~individual~~customer; and (D) May include, to the degree needed, an appraisal of the patterns of work behavior of the ~~individual~~customer and services needed for the ~~individual~~customer to acquire occupational skills and to develop work attitudes, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the ~~individual~~customer to perform adequately in a work environment; (iii) Referral, for the provision of rehabilitation technology services to the ~~individual~~customer, to assess and develop the capacities of the ~~individual~~customer to perform in a work environment; and (iv) An exploration of the ~~individual's~~customer's abilities, capabilities, and capacity to perform in work situations, which must be assessed periodically during trial work ~~experiences~~experience, including experiences in which the ~~individual~~customer is provided appropriate supports ~~and~~of training. ~~(Authority: Section 7(2) of the Act; 29 U.S.C. 705(2))~~
(Authority: Section 7(2) of the Act; 29 U.S.C. 705(2))~~.~~

c. **Assistive technology device** means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to

increase, maintain, or improve the functional capabilities of ~~an individual~~ a customer with a disability. (Authority: Section 7(3) of the Act; 29 U.S.C. 705(3))

d. ~~d.~~—**Assistive technology service** means any service that directly assists ~~an individual~~ a customer with a disability in the selection, acquisition, or use of an assistive technology device, including—: (i) The evaluation of ~~the needs of an individual~~ a customer with a disability, including a functional evaluation of the ~~individual~~ customer in his or her customary environment; (ii) Purchasing, leasing, or otherwise providing for the acquisition by an individual a customer with a disability, of an assistive technology device; (iii) Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices; (iv) Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs; (v) Training or technical assistance for ~~an individual~~ a customer with a disability or, if appropriate, the family members, guardians, advocates, or authorized representatives of the ~~individual~~ customer; and (vi) Training or technical assistance for professionals (including ~~individuals~~ customers providing education and rehabilitation services), employers, or others who provide services to, employ, or are otherwise substantially involved in the major life functions of ~~individuals~~ customers with disabilities, to the extent that training or technical assistance is necessary to the achievement of an employment outcome by ~~an individual~~ a customer with a disability. (Authority: Sections 7(4) and 12(c) of the Act; 29 U.S.C. 705(4) and 709(c))

e.—

e. **Community rehabilitation program.** (i) Community rehabilitation program means a program that provides directly or facilitates the provision of one or more of the following vocational rehabilitation services to ~~individuals~~ customers with disabilities to enable those ~~individuals~~ customers to maximize their opportunities for employment, including career advancement: (A) Medical, psychiatric, psychological, social, and vocational services that are provided under one management; (B) Testing, fitting, or training in the use of prosthetic and orthotic devices; (C) Recreational therapy; (D) Physical and occupational therapy; (E) Speech, language, and hearing therapy (F) Psychiatric, psychological, and social services, including positive behavior management; (G) Assessment for determining eligibility and vocational rehabilitation needs; (H) Rehabilitation ~~technology~~ technology; ~~(I) Job development, placement, and retention services.~~ (I) Evaluation or control of specific disabilities; (K) Orientation and mobility services for ~~individuals~~ customers who are blind; (L) Extended employment; (M) Psychosocial rehabilitation services; (N) Supported employment services and extended services; (O) Services to family members if necessary to enable the applicant or eligible ~~individual~~ customer to achieve an employment outcome; (P) Personal assistance services; (Q) Services similar to the services described in paragraphs (A) through (P) of this definition. (ii) For the purposes of this definition, the word program means an agency, organization, or institution, or unit of an agency, organization, or institution, that provides directly or facilitates the provision of vocational rehabilitation services as one of its major functions.

f.—

Comparable services and benefits means—: (i) Services and benefits that are—

- f. (A) Provided or paid for, in whole or in part, by other Federal, State, or local public agencies, by health insurance, or by employee benefits; (B) Available to the individual customer at the time needed to ensure the progress of the individual customer toward achieving the employment outcome in the individual's customer's individualized plan for employment in accordance with Sec. 361.53; and (C) Commensurate to the services that the individual customer would otherwise receive from the designated State vocational rehabilitation agency. (ii) For the purposes of this definition, comparable benefits do not include awards and scholarships based on merit. (Authority: Sections 12(c) and 101(a)(8) of the Act; 29 U.S.C. 709(c) and 721(a)(8))
- g. ~~g.~~ **Competitive employment** means work—; (i) ~~in~~ in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting; and (ii) For which ~~an individual a~~ a customer is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals customers who are not disabled. (Authority: Sections 7(11) and 12~~(e)~~© of the Act; 29 U.S.C. 705(11) and 709(c))
- h. ~~h.~~ **Employment outcome** means, with respect to ~~an individual a~~ a customer, entering or retaining full-time or, if appropriate, part-time competitive employment, as defined in Sec. 361.5(b)(11), in the integrated labor market, supported employment, or any other type of employment in an integrated setting, including ~~self-employment, telecommuting, or business ownership, that is consistent with an individual's a~~ a customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (Authority: Sections 7(11), 12(c), 100(a)(2), and 102(b)(3)(A) of the Act; 29 U.S.C. 705(11), 709(c), 720(a)(2), and 722(b)(3)(A))
- i. Employment outcome maintained means the customer has maintained the employment outcome for an appropriate period of time, but not less than 90 days, necessary to ensure the stability of the employment outcome and the customer no longer needs vocational rehabilitation services.
- j. Satisfactory i-outcome means at the end of the appropriate period, not less than 90 days, the customer and the vocational counselor consider the employment outcome to be satisfactory and agree that the customer is performing well in the employment.
- k. **Extended services** means ongoing support services and other appropriate services that are needed to support and maintain ~~an individual a~~ a customer with a most significant disability in supported employment and that are provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, from funds other than funds received under this part and 34 CFR part 363 after ~~an individual a~~ a customer with a most significant disability has made the transition from support provided by the designated State unit. (Authority: Sections 7(13) and 623 of the Act; 29 U.S.C. 705(13) and 795i)
- l. ~~j.~~ **Family member**, for purposes of receiving vocational rehabilitation services in accordance with Sec. 361.48(i), means ~~an individual a~~ a customer; (i) Who either—; (A) Is a relative or guardian of an applicant or eligible individual customer; or (B) Lives in the same household as an applicant or eligible individual customer; (ii) Who has a substantial

interest in the well-being of that individualcustomer; and (iii) Whose receipt of vocational rehabilitation services is necessary to enable the applicant or eligible individualcustomer to achieve an employment outcome. (Authority: Sections 12_(c) and 103_(a)(17) of the Act; 29 U.S.C. 709_(c) and 723_(a)(17))

~~k. _____~~

m. **Homemaker** is recognized as non-competitive gainful work. In order for a household manager to be considered an appropriate vocational objective, the individualcustomer must perform a majority of certain work activities within a family unit. These include, but are not limited to: family financial management, cleaning, meal preparation, laundry, mending, childcare, and other household activities. The performance of these responsibilities must positively impact the family's economic circumstances. ~~For example, by rehabilitating an individual as a household manager, another family member is enabled to go to work.~~ By For example, by rehabilitating a household manager, economic advantage occurs because the family will not have to pay someone else to perform household management tasks.

n. ~~l.~~ **Indian tribe** means any Federal or State Indian tribe, band, ~~rancheria~~Rancheria, pueblo, colony, or community, including any Idaho native village or regional village corporation. (Authority: Section 7_(19)(B) of the Act; 29 U.S.C. 705_(19)(B))

o. ~~m.~~ **IndividualCustomer with a disability**, except as provided in Sec. 361.5(b)(29), means ~~an individual—a customer~~ (i) Who has a physical or mental impairment; (ii) Whose impairment constitutes or results in a substantial impediment to employment; and (iii) Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services. (Authority: ~~Section;~~ Sections 7(20)(A) of the Act; 29 U.S.C. 705(20)(A))

p. ~~n.~~ **Individual'sCustomer's representative** means any ~~representative~~representation chosen by ~~an applicant~~a customer or eligible individualcustomer, as appropriate, including a parent, guardian, other family member, or advocate, unless a representative has been appointed by a court to represent the individualcustomer, in which case the court-appointed representative is the individual'scustomer's representative. (Authority: Sections 7_(22) and 12_(c) of the Act; 29 U.S.C. 705(22) and 709_(c))

q. ~~o.~~ **Informed choice** means the process by which customers in the public rehabilitation program make decisions about their vocational goals, the services and service providers necessary to reach those goals, and how those services will be procured. The decision making process takes into account the customer's values, lifestyle, and characteristics, the availability of resources and alternatives, and general economic conditions.

Informed Choice Guidelines:

Informed choice does not mean unlimited choice. A customer's choices are limited by several factors.

- The choice must relate to and be necessary to achieving an employment outcome

- The choice must be cost effective
- The choice must be consistent with the customer's strengths, resources, priorities, abilities, capabilities, needs and interests.
- The choice must be made pursuant to all Federal, State, and IDVR rules related to purchasing and providing services.

r. Integrated setting, (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible individualscustomers interact with non-disabled individualscustomers other than non-disabled individualscustomers who are providing services to those applicants or eligible individualscustomers; (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible individualscustomers interact with non-disabled individualscustomers, other than non-disabled individualscustomers who are providing services to those applicants or eligible individualscustomers, to the same extent that non-disabled individualscustomers in comparable positions interact with other persons. (Authority: SectionSections 12_(c) of the Act; 29 U.S.C. 709_(c))

s. p. — Maintenance means monetary support provided to an individuala customer for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individualcustomer and that are necessitated by the individual'scustomer's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual'scustomer's receipt of vocational rehabilitation services under an individualized plan for employment. (Authority: Sections 12_(c) and 103_(a)(7) of the Act; 29 U.S.C. 709_(c) and 723_(a)(7))

t. q. — Ongoing support services, as used in the definition of “Supported employment”“employment” (i) Means services that are— (A) Needed to support and maintain an individuala customer with a most significant disability in supported employment; (B) Identified based on a determination by the designated State unit of the individual'scustomer's need as specified in an individualized plan for employment; and (C) Furnished by the designated State unit from the time of job placement until transition to extended servicesservice, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the individual'scustomer's term of employment in a particular job placement or multiple placements if those placements are being provided under a program of transitional employment; (ii) Must include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability basedbases on—; (A) At a minimum, *twice-monthly monitoring at the worksite* of each individualcustomer in supported employment; or (B) If under specific circumstances, especially at the request of the individualcustomer, the individualized plan for employment provides for *off-site monitoring, twice monthly meetings with the individual*customer; (iii) Consist of—; (A) Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described in paragraph (b)(6)(ii) of this section; (B) The provision of skilled job trainers who accompany the individualcustomer for intensive job skill training at the work site; (C) Job development and training; (D) Social skills training; (E) Regular observation or

supervision of the individualcustomer; (F) Follow-up services including: regular contact with the employers, the individualscustomers, the parents, family members, guardians, advocates, or authorized representatives of the individualscustomers, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; (G) Facilitation of natural supports at the worksite; (H) Any other service identified in the scope of vocational rehabilitation services for individualscustomers, described in SecSEC. 361.48; or (I) Any service similar to the foregoing services. (Authority: Sections 7(27) and 12(c) of the Act; 29 U.S.C. 705(27) and 709(c))

u. s. — **Personal assistance services** means a range of services provided by one or more persons designed to assist ~~an individual~~ a customer with a disability to perform daily living activities on or off the job that the individualcustomer would typically perform without assistance if the individualcustomer did not have a disability. The services must be designed to increase the individual'scustomer's control in life and ability to perform everyday activities on or off the job. The services must be necessary to the achievement of an employment outcome and may be provided only while the individualcustomer is receiving other vocational rehabilitation services. The services may include training in managing, supervising, and directing personal assistance services. (Authority: Sections 7(28), 102(b)(3)(B)(i)(I), and 103(a)(9) of the Act; 29 U.S.C. 705(28), 722(b)(3)(B)(i)(I), and 723(a)(9)) [[Page 272]]

v. t. — **Physical and mental restoration services** means ~~—;~~ (i) Corrective surgery or therapeutic treatment that is likely, within a reasonable period of time, to correct or ~~modify~~ substantially modify a stable or slowly progressive physical or mental impairment that constitutes a substantial impediment to employment; (ii) Diagnosis of and treatment for mental or emotional disorders by qualified personnel in accordance with State licensure laws; (iii) Dentistry; (iv) Nursing services; (v) Necessary hospitalization (either inpatient or outpatient care) in connection with surgery or treatment and clinic services; (vi) Drugs and supplies; (vii) Prosthetic and orthotic devices; (viii) Eyeglasses and visual services, including visual training, and the examination and services necessary for the prescription and provision of eyeglasses, contact lenses, microscopic lenses, telescopic lenses, and other special visual aids prescribed by personnel that are qualified in accordance with State licensure laws; (ix) Podiatry; (x) Physical therapy; (xi) Occupational therapy; (xii) Speech or hearing therapy; (xiii) Mental health services; (xiv) Treatment of either acute or chronic medical complications and emergencies that are associated with or arise out of the provision of physical ~~and mental restoration services, or that are inherent in the condition under~~ treatment; (xv) Special services for the treatment of individualscustomers with ~~end-stage renal disease, including transplantation, dialysis, artificial kidneys, and~~ supplies; and (xvi) Other medical or medically related rehabilitation services. (Authority: Sections 12(c) and 103(a)(6) of the Act; 29 U.S.C. 709(c) and 723(a)(6))

w. u. — **Physical or mental impairment** means ~~—;~~ (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculo-skeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or (ii) Any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific

learning disabilities. (Authority: Sections 7(20)(A) and 12(c) of the Act; 29 U.S.C. 705(20)(A) and 709(c))

x. v. ~~Post-employment services~~ means one or more of the services identified in Section 361.48 that are provided subsequent to the achievement of an employment outcome and that are necessary for ~~an individual~~ a customer to maintain, regain, or advance in employment, consistent with the ~~individual's~~ customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (Authority: Sections 12(c) and 103(a)(18) of the Act; 29 U.S.C. 709(c)) and 723(a)(18)) Note to paragraph (b)(42): Post-employment services are intended to ensure that the employment outcome remains consistent with the ~~individual's~~ customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. These services are available to meet rehabilitation needs that do not require a complex and comprehensive provision of services and, thus, should be limited in scope ~~(\$1,000 or less)~~ and duration ~~(6 months or less)~~. If more comprehensive services are required, then a new rehabilitation effort should be considered. Post-employment services are to be provided under an amended individualized plan for employment; thus, a re-determination of eligibility is not required. The provision of post-employment services is subject to the same requirements in this part as the provision of any other vocational rehabilitation service. Post-employment services are available to assist ~~an individual~~ a customer to maintain employment, e.g., the ~~individual's~~ customer's employment is jeopardized because of conflicts with supervisors or co-workers, and the ~~individual~~ customer needs mental health services and counseling to maintain the employment; to regain employment, e.g., the ~~individual's~~ customer's job is eliminated through ~~reorganization~~ re-organization and new placement services are needed; and to advance in employment, e.g., the employment is no longer consistent with the ~~individual's~~ customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

w. ~~The customer is informed through appropriate modes of communication of the availability of post-employment services.~~

y. **Rehabilitation engineering** means the systematic application of engineering sciences to design, develop, adapt, test, evaluate, apply, and distribute technological solutions to problems confronted by ~~individuals~~ customers with disabilities in functional areas, such as mobility, communications, hearing, vision, and cognition, and in activities associated with employment, independent living, education, and integration into the community. (Authority: Section 7(12)(c) of the Act; 29 U.S.C. 709(c))

z. x. ~~Rehabilitation technology~~ means the systematic application of technologies, engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, ~~individuals~~ customers with disabilities in areas that include: education, rehabilitation, employment, transportation, independent living, and recreation. The term includes rehabilitation engineering, assistive technology devices, and assistive technology services. (Authority: Section 7(30) of the Act; 29 U.S.C. 705(30))

aa. y. ~~Substantial impediment to employment~~ means that a physical or mental impairment (in light of attendant medical, psychological, vocational, educational,

communication, and other related factors) hinders an individual a customer from preparing for, entering into, engaging in, or retaining employment consistent with the individual's customer's abilities and capabilities. (Authority: Sections 7(20)(A) and 12_(c) of the Act; 29 U.S.C. 705(20)(A) and 709_(c))

~~aa-~~

bb. *Supported employment means*— (i) Competitive employment in an integrated setting, or employment in integrated work settings in which individuals customers are working toward competitive employment, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals customers with ongoing support services for individuals customers with the most significant disabilities—; (A) For whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and (B) Who, because of the nature and severity of their disabilities, need intensive supported employment services from the designated State unit and extended services after transition as described in paragraph (b)(20) of this section to perform this work; or (ii) Transitional employment, as defined in paragraph (b)(54) of this section, for individuals customers with the most significant disabilities due to mental illness. (Authority: Section 7(35) of the Act; 29 U.S.C. 705(35))

~~bb-~~

cc. *Supported employment services* means ongoing support services and other appropriate services needed to support and maintain an individual a customer with a most significant disability in supported employment that are provided by the designated State unit—; (i) For a period of time not to exceed 18 months, unless under special circumstances the eligible individual customer and the rehabilitation counselor or coordinator coordination jointly agree to extend the time, to achieve the employment outcome identified in the individualized plan for employment; and (ii) Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment. (Authority: Sections 7(36) and 12_(c) of the Act; 29 U.S.C. 705(36) and 709_(c))

~~cc-~~

dd. *Transition services* means a coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities, including ~~postsecondary:~~ post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities must be based upon the individual-student's student's needs, taking into account the student's student's preferences and interests, and must include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services must promote or facilitate the achievement of the employment outcome identified in the student's student's individualized plan for employment. (Authority: ~~Section~~ Sections 7(37) and 103_(a)(15) of the Act; 29 U.S.C. 705(37) and 723_(a)(15))

~~dd-~~

ee. *Transitional employment*, as used in the definition of ~~“Supported employment,”~~ “Supported employment,” means a series of temporary job placements in competitive work in integrated settings with ongoing support services for individuals customers with the most significant

disabilities due to mental illness. In transitional employment, the provision of ongoing support services must include continuing sequential job ~~placements~~placement until job permanency is achieved. (Authority: Sections 7(35)(B) and 12(c) of the Act; 29 U.S.C. 705(35)(B) and 709(c))

~~ee-~~

ff. **Transportation** means travel and related expenses that are necessary to enable an applicant or eligible ~~individual~~customer to participate in a vocational rehabilitation service, including expenses for training in the use of public transportation vehicles and systems. (Authority: 103(a)(8) of the Act; 29 U.S.C. 723(a)(8)) (i) ~~Examples: The following are examples of expenses that would meet the definition of transportation. The examples are purely illustrative, do not address all possible circumstances, and are not intended to substitute for individual counselor judgment. Example 1: Travel and related expenses for a personal care attendant or aide if the services of that person are necessary to enable the applicant or eligible individual to travel to participate in any vocational rehabilitation service. Example 2: Relocation expenses incurred by an eligible individual in connection with a job placement that is a significant distance from the eligible individual's current residence. (Authority: 103 (a)(8) of the Act; 29 U.S.C. 723 (a)(8)) (i)~~

~~ff.~~

gg. **Unpaid Family Worker** is recognized as non-competitive gainful work. In order for unpaid family work to be considered an appropriate vocational objective, the ~~individual~~customer must work in a family business or on a family farm, which is operated by one or more members of the ~~participant's~~customer's family.

hh. Vocational Rehabilitation Counselor (VRC) is the designated employee position in charge of managing the customer's case. For the purposes of this manual a Vocational Rehabilitation Specialist is considered a VRC.

SECTION 2.0 – ETHICS

~~A.~~

~~A. All Idaho Division of Vocational Rehabilitation (IDVR) employees must adhere to the Idaho Ethics in Government Manual: <http://www2.state.id.us/ag/manuals/index.html>~~

~~B. <http://www2.state.id.us/ag/manuals/index/html>~~

~~B. IDVR ascribes to, and requires all Vocational Rehabilitation Counselors and Field Service Services Staff to follow the Code of Professional Ethics for Rehabilitation Counselors accepted by the Commission of Rehabilitation Counselor Certification (CRCC). <http://www.crc certification.com>~~
~~<http://www.crc certification.com>~~

C. Provision of Services to Potential and Current IDVR Employees/Interns/Volunteers

▪ If an IDVR employee becomes a customer, their VR case will be served by a region other than where they work.

▪ If an IDVR customer accepts employment with IDVR their case will be served by a region different than where they accepted employment.

D. Internships, participants in training programs, or trial work experiences of customers served by IDVR will not be served from a counselor in the same office where the trial work, internship, or participation in training programs is located.

~~If 1. The Non-Professional Relationships with Participants, code A.6b. states:~~

~~E. “Rehabilitation counselors will not accept as participants, superiors or subordinates with whom they have administrative, supervisory, or evaluative relationships.” a family member of an employee or a family member of anyone who resides in the employee's residence applies for services they will be served by a counselor from a different region from the employee.~~

F. An employee shall not financially benefit from decisions made under the authority of IDVR.

G. An employee will not make IDVR purchases (case services or other purchases) from a family member or a family member of anyone who resides in the employee's residence, or from a business owned or controlled by such an individual. This includes customer reimbursements.

~~Prior to~~, or at the time of appointment to employment at IDVR of a participant, a counselor may be assigned outside of the home office of the employee in order to ensure that there is no conflict of interest between the employee and the counselor who assisted with the vocational rehabilitation of that particular individual during the placement and follow-along period.

~~Internships~~, volunteers or trial work experiences of individuals served by IDVR will be conducted outside the home office of the assigned counselor.

C. ~~Service Providers of the Division are expected to adhere to the same ethical principles as Division staff in addition to any professional code of ethics that may apply to their own profession.~~

SECTION 3.0 PROTECTION, USE, AND RELEASE OF PERSONAL INFORMATION

3.1 Confidentiality

All information acquired by Idaho Division of Vocational Rehabilitation (IDVR) must be used only for purposes directly connected with the administration of the vocational rehabilitation program. As a general rule, information containing personal information may not be shared with advisory or other bodies that do not have official responsibility for administration of the program, except as provided in this policy. Use, release, and obtaining of personal information by IDVR shall conform to applicable ~~state~~State law and rules, and applicable ~~federal~~Federal law and regulations.

Requests for information under the Idaho public records laws should be referred to the deputy attorney general assigned to the ~~agency~~Agency.

For purposes of this policy, informed written consent shall:

~~A.~~ _____

A. Be explained in language that the ~~individual~~customer or their representative understands;

~~B.~~ _____

B. Be dated, and specify the length of effect;

~~C.~~ _____

C. Be specific in designating IDVR as the agency authorized to use, disclose or receive information;

~~D.~~ _____

D. Be specifically designated to the parties to whom the information may be released; ~~and~~

~~E.~~ _____

E. Specifically designate the parties ~~to~~ whom the information may be released; and

~~F.~~ _____

F. Be specific as to the purpose(s) for which the information may be used.

3.2 Release of Personal Information to ~~Individuals~~Customers with Disabilities, their Representative or Attorney

If requested in writing by ~~an individual participant~~a customer of IDVR, and upon informed written consent by the ~~individual~~customer and/or his or her representative, all information in such ~~individual's~~customer's case record that pertains to such ~~individual~~customer shall be made available in a timely manner to that ~~individual~~customer, except:

3.2.1- Medical, psychological or other information that IDVR believes may be harmful to the ~~individual.~~customer. This information may not be released directly to the customer but may be provided to the customer through a third party chosen by the customer, which may include, among others, an advocate, a family member, or a qualified medical or

~~mental health professional, unless a representative, physician, licensed psychologist. That has been appointed by a court to represent the customer, in which case the information may also be provided directly to the individual only after the VR counselor or professional vendor who authored the information explains in detail the sensitive nature of such information and how that information can~~ must ~~be misinterpreted or misunderstood by the individual or associates who may receive access to it.~~ released to the court appointed representative.

3.2.2 ~~–~~ Information obtained from outside IDVR may be released only under the conditions established by the outside agency, organization or provider or mandated for them by ~~federal~~ Federal or ~~state~~ State law.

3.2.3 ~~–~~ An ~~individual~~ applicant or eligible customer who believes that information in the ~~customer's~~ customer's record of services is inaccurate or misleading may request that IDVR amend the information. If the information is not amended, the ~~individual may request that his/her own amending statement for an amendment must be inserted into~~ documented in the record of ~~services~~ service.

3.2.4 ~~–~~ IDVR will respond to a case records request made under this section within ten (10) working days after receipt of a written request. One current copy of the case record will be made for the ~~individual~~ customer at no charge. ~~Subsequent~~ Additional copies will be provided at the flat fee of \$25 each.

3.3 Release to Other Agencies or Organizations

If information requested has been obtained from another agency, organization or professional, it will be released only under conditions established by that agency, organization or professional.

3.3.1

- ~~–~~ IDVR may release personal information without informed written consent of the ~~individual~~ customer in order to protect the ~~individual~~ customer or others when the ~~individual~~ customer poses a threat to his/her safety or the safety of others.

3.4 Release in Response to Investigations in Connection with Law Enforcement

IDVR shall release personal information in response to investigations in ~~connection~~ connections with law enforcement, fraud, or abuse, unless expressly prohibited by Federal or State laws or regulations, and in response to a court order.

3.5 Release for Audit, Evaluation or Research

At the discretion of the Administrator, personal information may be released to an organization, agency, or ~~individual~~ customer engaged in audit, evaluation or research only for purposes directly connected with the administration of the vocational rehabilitation program, or for purposes

which would significantly improve the quality of life for ~~individuals~~customers with disabilities, and only if the organization, agency or ~~individual~~customer assures that:

~~A.~~ _____

A. The information will be used only for the purposes for which it is being provided;

~~B.~~ _____

B. The information will be released only to ~~individuals~~customers officially connected with the audit, evaluation or research;

~~C.~~ _____

C. The information will not be released to the involved ~~individual;~~customer;

~~D.~~ _____

D. The information will be managed in a manner to safeguard confidentiality and,

~~E.~~ _____

E. The final product will not reveal any personal identifying information without the informed written consent of the involved ~~individual~~customer, and/or his/her representative.

3.6 Subpoena for Release of Information to the Courts, Other Judicial Bodies, Worker's Compensation and Law Enforcement Agencies

A subpoena issued to IDVR for information relating to a ~~participant~~customer of IDVR must immediately be referred to the Chief of Field Services who will subsequently refer the document to the ~~deputy attorney general~~Deputy Attorney General assigned to the Agency to determine how the agency will respond to the subpoena.

3.7 Social Security Information

Confidentiality of SSA information is covered under Section 11.06 of the Social Security Act and may be disclosed only as prescribed by regulations. The Act permits disclosure of all information about a claimant to State VR agencies. State VR agencies routinely obtain information, including ~~entitled~~entitlement and medical information, from SSA records. Medical information may be obtained without the claimant's consent; however, State VR agencies may not permit access to such information, release it further (this includes other state agencies), or testify concerning it for any other purpose than the rehabilitation of the Social Security Disability beneficiary claimant. To obtain information from Disability Determination Services, a release form must be used.

SECTION 4.0 APPEALS PROCESS

The IDVR counselor shall notify and provide written information to all applicants and eligible ~~individuals~~customers regarding:

A. _____

A. Their right to appeal determinations made by IDVR personnel, which affect the provision of rehabilitation services;

B. _____

B. Their right to request mediation;

C. _____

C. The names and addresses ~~of individuals for~~IDVR personnel to whom requests for mediation or appeals may be filed;

D. _____

D. The manner in which a mediator or hearing officer may be selected;

E. _____

E. Availability of assistance from the Client Assistance Program (CAP).

F. _____

F. If the ~~agency~~Agency is following an ~~order~~Order of ~~selection~~Selection, it shall inform all eligible ~~individuals who meet~~customers of the priority ~~categories for service~~they are in.

Timing of such notification shall be provided by the IDVR counselor:

A. _____

A. At the time ~~an individual~~a customer applies for rehabilitation services;

B. _____

B. At the time of the Individualized Plan for Employment (IPE) is developed;

C. ~~C.~~ _____ At the time the ~~individual~~customer is assigned to a category in the State's ~~order~~Order of ~~selection~~Selection, if applicable; and

D. _____

D. Upon reduction, suspension, or cessation ~~of~~of approved rehabilitation services for the ~~individual~~customer.

Whenever possible, IDVR will attempt to resolve conflicts informally or through the ~~Informal Administrative Review~~Dispute Resolution process. IDVR will not pay for ~~an individual's~~a customer's legal services.

IDVR shall make disability related accommodations to assist ~~individuals~~customers in the conduct of the appeals process.

4.1 Continuation of Services Pending Completion of the ~~Hearing~~Appeal Process

Pending a final determination of an Informal Review or ~~hearing~~Fair Hearing or participation in Mediation, IDVR may not suspend, reduce, or terminate approved services being provided under an IPE, unless the services were obtained through misrepresentation, fraud or collusion or the ~~individual~~customer or authorized representative, requests suspension, reduction, or termination of services.

4.2 Client Assistance Program (CAP) and Supervisory Review

The CAP and supervisory review are encouraged as a means to resolve dissatisfaction. These options are in keeping with the IDVR policy to resolve ~~an individual's~~ a customer's dissatisfaction at the earliest possible time.

4.3 ~~Informal Appeals~~ Dispute Resolution Process: 45 days maximum to decision

4.3.1 —The Informal ~~Administrative~~ Review process is an option available to the ~~individual~~ customer as a proven means likely to result in a timely resolution of disagreements. ~~An individual~~ A customer must request an Informal ~~Administrative~~ Review within ~~ten (10)~~ twenty-one (21) calendar days of the agency notice regarding ~~the~~ provision ~~IDVR's decision to provide~~ or ~~denial of~~ deny services that are in question. The request must be in writing to the Regional Manager. The request must describe the complaint.

In holding an Informal ~~Administrative~~ Review, the Regional Manager will function as the ~~Administrative~~ Review Officer ~~and~~. At the customer's request another Regional Manager may be substituted. The reviewer will be responsible for:

~~A.~~

A. Advising the customer of his/her right to have a representative present and encouraging the customer to use the services of CAP.

B. Conducting the review within fifteen (15) calendar days following written receipt of a request for such a hearing. Unless an extension is agreed to by both parties.

~~B. Advising the individual of his/her right to have a representative present and encouraging the individual to use the services of CAP.~~

~~C. Insuring that the review is conducted at a time mutually agreed to by the parties involved that ensures the entire appeals process can be completed within forty-five (45) calendar days, unless the parties agree to a specific extension of time.~~

~~a. When undue delay is caused by the individual in scheduling an Administrative Review, the individual will be informed that if the review is not conducted within thirty (30) calendar days following the individual's request for an Informal Administrative Review, the individual's request will be viewed by the IDVR as invalid.~~

~~b. When the individual~~

C. When the customer makes a documented effort to utilize CAP or another selected advocate to resolve his/her dissatisfaction, the time allowed for conducting an ~~Administrative~~ Informal Review will be extended accordingly.

~~D. D.~~ Holding the review at a time and place convenient to the ~~individual~~ customer, generally at the local IDVR branch office.

- E. ~~E.~~ Providing communication methods for those ~~individuals~~customers who have a sensory impairment. An interpreter will be provided for those ~~individuals~~customers who cannot communicate in English.
Assuring
- F. If needed, assure that the ~~individual~~customer is provided transportation to and from the review site,~~if needed.~~
- G. ~~G.~~ The ~~Administrative~~Informal Review Officer (Regional Manager) will attempt to resolve the matter to the satisfaction of the ~~individual~~customer, developing a written ~~agreement~~proposal with the ~~individual~~customer at the conclusion of the appeal process. ~~A copy will be sent to the Administrator, Chief of Field Services, the involved counselor(s) and the counselor's supervisor.~~ The results are binding for the agency unless the ~~decision~~proposal is not permitted by law. The ~~individual~~customer may reject the ~~findings of the review~~proposal and request a ~~formal appeal known as an Impartial Due Process Fair Hearing.~~ within ten (10) calendar days of the Informal Review proposal or sixty (60) calendar days of the original IDVR decision, whichever ever one comes later.

4.4 Mediation

4.4.

4.4 1 Mediation is an alternate dispute resolution method available to applicants and eligible customers who have initiated the Formal Appeals Process.

- A. A customer must request Mediation within twenty (20) calendar days of the original decision or ten (10) calendar days following the written proposal from the Informal Review. Mediation is available to a customer when an Informal Review has not resolved the dispute to the satisfaction of the customer.
- B. Requests for mediation must be made in writing to the Chief of Field Services and clearly state the reason for dissatisfaction with the decision or results of the Informal Review. The Chief of Field Services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in the Agency action that created the customer's dissatisfaction.
- C. Participation in the mediation process is voluntary on the part of the customer and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Either party, once accepting mediation as an alternate dispute resolution method, may terminate the mediation process.
- D. Mediation is not used to deny or delay the customer's right to pursue a Fair Hearing. Should the customer and/or designated representatives select mediation in lieu of a Fair Hearing the option for the Fair Hearing will be extended to allow the results of the mediation to be established. After the final results of the mediation are determined, the customer retains the right to request a Fair Hearing.

- E. Mediation is conducted by qualified and impartial mediators, who are selected randomly from a list of mediators maintained by the IDVR.
- F. Mediation discussions are confidential and may not be used as evidence in a subsequent Fair Hearing. A confidentiality agreement will be signed by both parties at the beginning of the mediation process.
- G. The ~~Formal Appeal~~ mediator will develop a written Mediation Agreement, if an agreement between the parties is reached, it must be signed by the customer, the mediator, and IDVR.
- H. Cost of mediation is paid by IDVR. IDVR is not required to pay for any cost related to the representation of a customer.

4.5 Fair Hearing Process

The Fair Hearing Process is an option available to any individual customer who is dissatisfied with any determination made by personnel of IDVR that affects the provisions of vocational rehabilitation services. ~~An individual may request, or if appropriate, may request through the individual's representative, a timely review of the determination. Such request must be made within sixty (60) days of the IDVR case management decision resulting in the initial disagreement. The Formal Appeal Process shall include an Impartial Due Process Hearing by an Impartial Hearing Officer (IHO).~~ A customer may request a Fair Hearing immediately without having to go through the other appeal steps.

~~An individual~~

A customer may request ~~an Impartial Due Process Hearing immediately without having to go, or if appropriate, may request~~ through ~~other appeal steps. Even if an individual agrees to an informal hearings process, such individual is entitled to~~ the customer's representative, a ~~Due Process Hearing~~ timely review of the determination. Such a request must be made within sixty (60) days of the IDVR ~~case management~~ decision ~~that initiated~~ resulting in the initial disagreement, ~~unless both parties agree to an extension, or within ten (10) calendar days of the conclusion of the Informal Review or ten (10) calendar days of the conclusion of the Mediation Process whichever is later.~~ The Fair Hearing Process shall include a Fair Hearing by a Fair Hearing Officer (FHO).

4.4.5.1 ~~-~~ A ~~formal hearing~~ Formal Hearing is a procedure whereby an individual a customer who is dissatisfied with any determination concerning the provision or denial of IDVR services or the findings of the ~~Administrative~~ Informal Review or Mediation may seek a determination of the agency action before an ~~Impartial~~ a Fair Hearing Officer.

4.4.5.2 ~~The individual must request a hearing within ten (10) calendar days of the agency notice regarding the provision or denial of services based upon the conclusion of the Administrative Review or mediation. The individual may bypass the Informal Administrative Review or mediation process entirely and go directly to the Impartial Due Process Hearing (fair hearing). That process will then commence immediately.~~

4.4.3 ~~-~~ A request for a ~~hearing~~ Fair Hearing must be sent in writing to the Chief of Field Services and clearly state the individual's customer's dissatisfaction with the Agency's decision.

~~4.4.4~~ ~~5.3~~ The hearing shall be conducted within sixty (60) calendar days of receipt of the individual's customer's request for review, unless informal resolution is achieved prior to the 60th day, or ~~the~~ both parties agree to a specific extension of time.

~~4.5.4.5~~ ~~_~~ A hearing list of Fair Hearing Officers shall be ~~conducted by an Impartial Hearing Officer selected from the pool of qualified persons~~ identified jointly by the Administrator of IDVR and the State Rehabilitation Council.

~~4.4~~

4.5.5 The Fair Hearing Officer will be selected from the list by the Administrator of IDVR and the customer.

~~4.5.6~~ ~~_~~ The Fair Hearing Officer shall issue a written report of the findings and decision of the hearing within thirty (30) calendar days of the completion of the hearing.

~~4.4.5.7~~ ~~_~~ The decision of the ~~hearing officer~~ Fair Hearing Officer shall be considered final by the agency.

~~4.4.8~~ 4.5.8 Any party who disagrees with the findings and decisions of ~~an impartial hearing officer~~ a Fair Hearing Officer shall have the right to bring a civil action with respect to the matter in dispute. The action may be brought in any ~~state~~ State court of competent jurisdiction or in a district court of the United States of competent jurisdiction without regard to the amount in controversy.

4.5—Mediation

~~4.5.1~~ ~~—~~ Mediation is an alternate dispute resolution method available to applicants and eligible individuals who have initiated the Formal Appeals Process.

~~A. An individual must request Mediation within ten (10) calendar days of the agency notice regarding the results of the Administrative Review. Mediation is available to an individual when an Administrative Review has not resolved the dispute to the satisfaction of the individual.~~

~~B. A request for mediation must be made in writing to the Chief of Field Services and clearly state the reason for dissatisfaction with the results of the Administrative Review. The Chief of Field Services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in agency action that created the individual's dissatisfaction.~~

~~C. Participation in the mediation process is voluntary on the part of the individual and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Either party, once accepting mediation as an alternate dispute resolution method, may terminate the mediation process.~~

~~D. Mediation is not used to deny or delay the individual's right to pursue an impartial hearing.—Should the individual and/or designated~~

~~representatives select mediation in lieu of a formal hearing; the option for the formal hearing will be extended to allow the results of the mediation to be established. After the final results of the mediation are determined, the individual retains the right to request a formal hearing.~~

~~E. Mediation is conducted by qualified and impartial mediators, who are selected randomly from a list of mediators maintained by the IDVR.~~

~~F. Mediation discussions are confidential and may not be used as evidence in a subsequent due process hearing.~~

~~G. The mediator will develop a written Mediation Agreement, if agreement between the parties is reached, signed by the individual, the mediator and IDVR.~~

~~H. Cost of mediation is paid by IDVR, although no costs are provided for representation for the individual.~~

Client Appeals Process

File request for Impartial Due Process Hearing (fair hearing) to IDVR Administration		File request for Informal Dispute Resolution (administrative review) to Regional Manager. State reason for review.	File request for Mediation to Regional Manager. State reason for mediation.
Impartial Due Process Hearing (fair hearing) conducted by Impartial Hearing Office within 60 days of request.		Informal Dispute Resolution (administrative review) conducted by Regional Manager within 45 day time period.	Mediation conducted by impartial Mediator within 45 day time period.
IHO chosen from State approved list = IHO informs client of time and date.		Regional Manager informs client of time and date.	Mediator chosen from list of qualified mediators. Mediator informs all parties of time and date.
Decision Final		Regional Manager makes decision on Informal Dispute	Written Mediation Agreement

		Resolution (administrative review). Responds in writing to client.	
Civil action initiated within any court of competent jurisdiction or district court.		Client may request Impartial Due Process Hearing (fair hearing) or Mediation if dissatisfied with Informal Dispute Resolution (administrative review).	Client may request an Informal Dispute Resolution (administrative review) or Impartial Due Process (fair hearing) if dissatisfied with Mediation.

SECTION 5.0 APPLICATION ~~FOR SERVICES~~ AND ELIGIBILITY DETERMINATION

- A. People with disabilities can achieve competitive, high quality employment in an integrated setting and can live full productive lives.
- B. People with disabilities often experience major barriers related to the low expectations of and misunderstandings toward, people with disabilities that exists within society, within the persons with disabilities themselves, and sometimes, within our own rehabilitation system.
- C. People with disabilities should have responsibility and accountability to make their own choices about their lives; the kind of employment they want to pursue, who they want to provide services for them, as well as the kind of services they need.
- D. The primary purpose and role of the public vocational rehabilitation system is to empower individuals with disabilities by providing them with information, education, training, and confidence, in order that they will make effective employment choices when appropriately informed. It is also the purpose of the public vocational rehabilitation system to support those choices when they are based upon reasonable and verifiable premises.
- E. The most effective rehabilitation occurs when there are true partnerships between the Federal and State partners, State agency providers, community providers and employers, the disability community, all other partners, and the consumer.

The ultimate goal is to provide eligible customers with the skills, tools and information to aid in their vocational discovery process and to initiate informed choices when creating their Individual Plan for Employment (IPE) with the VR counselor.

5.1 Inquiry

IDVR will respond to all general inquiries for VR services received via telephone, mail or electronic format within seven (7) business days.

5.2 Referral

A completed Referral form for VR services from customers available to participate in services that are made via mail or electronic format will be entered into the case management system as an open referral within three (3) business days. IDVR staff will make a minimum of three (3) attempts to contact the customer before the referral is closed. The first attempt will include a phone call or e-mail. If unable to make contact, a letter will be sent to confirm IDVR has received the inquiry and will include the VR office phone number. If the customer does not respond to the first letter, a second letter will be sent stating that IDVR has been unable to contact the customer and that the referral for services will be closed. Attempts to reach the customer and those results will be documented in the case management system.

5.3 Application for Idaho Division of Vocational Rehabilitation (IDVR) Services

An applicant is:

~~A. An individual who believes s/he has~~

An application process is complete when the following three criteria are met:

~~IDVR receives a disability that creates an impediment to employment; who believes s/he requires VR services; signed and who desires employment as an outcome of those services;~~

AND

~~1. B. Who signs a dated application signature sheet from a customer or dated document requesting services;~~

~~_____AND his/her representative, or an alternate request for application is made to an IDVR office;~~

And

~~The C. Who has provided customer provides the information necessary needed to initiate begin an assessment to determine~~

~~2. of eligibility;~~

~~—AND. Information gathered in the intake interview meets this criterion;~~

~~D.~~

And

The customer is available and free of restrictions to complete the assessment process.

~~It is the policy of IDVR to respond to referrals as soon as possible. The goal of IDVR is to respond to a referral within 5 working days to initiate the application process.~~

~~3. **5.2 Assessment** for determining eligibility **and priority** for VR services.~~

There is no duration of residency requirement. The customer must be living in the State of Idaho and legally able to work in the United States.

Applicants must be available and participate in the eligibility determination process.

IDVR must, as part of the application process, inform applicants that the goal of the VR services is to assist eligible customers to obtain or maintain employment and that services provided are toward this goal. Customers must also be informed of their rights and responsibilities.

The 60-day eligibility determination period begins when the application process is complete.

5.3.1 Orientation to Vocational Rehabilitation

IDVR is obligated to provide all customers with information about the following:

1. The Client Assistance Program (CAP);

2. Confidentiality;

3. VR services;
4. Informed choice;
5. The rehabilitation process;
6. That customers who receive VR services must intend to achieve an employment outcome;
7. The rights and responsibilities of the customer; and
8. The VR appeals process.

This information may be conveyed to customers through group orientations, in a one-on-one interview setting or over the telephone by IDVR staff.

5.3.2 Intake Interview

The intake interview is part of the application process and is the beginning of the assessment process to determine eligibility and potential services to be included on the Individualized Plan for Employment (IPE). Medical, psychological, social, vocational, educational, cultural and economic information is gathered to determine the unique strengths, abilities, and interests of the customer.

Prior to the end of the intake interview, the IDVR staff member should identify the actions needed by both IDVR and the customer. This could include:

1. Appointment(s) scheduled
2. Releases of Information obtained
3. Authorizations to be issued
4. Referral letters
5. Next scheduled meeting
6. Existing information the customer agrees to provide VR staff

5.4 Assessment for Determining Eligibility

Any individualcustomer who applies for services shall undergo an assessment for determining eligibility and the priority for services, the results of which shall be shared with the individualcustomer.

The assessment will be conducted in the most integrated setting possible and consistent with the needs and informed choice of the individualcustomer.

Eligibility for IDVR serviceservices shall be determined within a reasonable period of time, not to exceed sixty (60) days after the application for services has been (All three components of an application received (signed and dated)) unless the following occurs:

A.

- A. The applicantcustomer is notified that exceptional and unforeseen circumstances beyond control of IDVR preclude the counselor from completing the determination within the prescribed time frame and the applicantcustomer agrees that an extension of time is warranted;

OR

A trial work experience including an exploration of the ~~individual's~~^{B.}customer's abilities,
B. capabilities, and capacity to perform in work situations is carried out;

_____ ~~C.~~ OR

C. An extended evaluation is necessary. OR

Primary Phone: () _____ Voice TDD Fax

Second Phone: () _____ Voice TDD Fax

E-mail: _____

Select one or more of the following races/ethnicities:

- American Indian or Alaskan Native Hispanic or Latino
 Asian Native Hawaiian or Other Pacific Islander
 Black White

Primary Language: _____

_____ English _____ ASL _____ Spanish _____ Other _____

Special Language Needs: Yes No

5.
~~If~~ Yes, Explain: _____

CONTACTS: (Examples: Family, Friends, PO, Case Worker Etc.)

	Name	Relationship	Phone	Ext.#	Voice/ TDD/ Fax
1.			() _____		

~~Sample
Not for Use~~

2.			() _____		
3.			() _____		

Who referred me to Voc Rehab: _____

What are my current living arrangements? (Private Residence, Halfway House, Shelter Etc.)

Marital Status: Married Widowed Divorced Separated Never Married

Spouse's Name: _____

FINANCIAL:

Number of family members living with me: _____ Number of Dependents: _____

Names and ages of children: _____

Currently owe Child Support: Yes No Amount: \$ _____

My Primary Source of Support: (Current Earnings, Friends & Family, Public Assistance, Etc.)

I have one or more of the following medical insurances:

Medicaid _____ Private insurance through own employment _____

Medicare _____ Provider _____

Worker's compensation _____ Public insurance from other source _____

_____ Provider _____

None _____ Private insurance through other means _____

_____ Provider _____

Is Public Support Available to me? Yes No Unknown

SSDI Status: _____

_____ allowed _____ denied _____ pending _____ terminated _____ not an applicant

SSI Status: _____

_____ allowed _____ denied _____ pending _____ terminated _____ not an applicant

_____ cash _____ other _____ cash _____ other

SSI Aged: \$ _____ Worker's Compensation: \$ _____

SSI Disabled: \$ _____ Other Disability: \$ _____

SSDI: \$ _____ Other: \$ _____

VA: \$ _____ TANF: \$ _____

EDUCATION

Last level of education completed (High School / GED / HSE / College): _____

Date Completed: _____

I received services under an Individualized Education Program (IEP) or 504 Plan Yes No

I am currently a high school student participating in a transition program: Yes No

~~If~~ I am attending High School, the name of the school is: _____

EMPLOYMENT:

Last Year Employed: _____ I am currently working: Yes No

Hours Worked per Week: _____ Salary: _____ Hourly Weekly Monthly

My Work History

(Approximate dates and salary is needed)

(Please make sure to include negative work history so that we better know your needs)

	Employer Name and Address	Job Title	Job Duties	Hours Per-Week	Salary Start/Ending	Start/End Date	Reason for Leaving
1							
2							
3							

4							
5							

DISABILITIES:

I have been diagnosed or treated for the following disabilities:

(Physical, Injuries, Mental Health, Depression, Substance Abuse, Learning Disability etc.)

My disability makes it difficult to:

(Describe how it affects you in the space provided)

Stand Walk Sit Lift Bend Use Hands or Feet

Explain: _____

See Hear Read Write

Explain: _____

Concentrate Remember Learn Understand

Explain: _____

Handle Stress Control Emotions Work with Others Communicate

Explain: _____

Other: _____

I am participating in the following program(s): None

Adult Correction Community Supported Employment

General VR Kidney IDOC Reentry Program

Juvenile Correction Medicaid

Medicare Migrant Farm Worker not in Section 304 Project

Sample
Not for Use

~~Migrant Service Coordination Grant Under 304 School Work~~

~~Have you been convicted of a felony: Yes No~~

~~Describe: _____~~

~~Currently on Probation / Parole: Yes Probation/Parole officer is: _____~~

~~Current & Valid Driver's License: Yes No (explain) _____~~

~~Veteran: Yes No~~

DOCUMENTATION

~~How do you think Vocational Rehabilitation can help you get a job and keep a job?~~

~~_____

_____~~

~~***** AGENCY USE ONLY *****~~

~~Next step in establishing eligibility:~~

Additional information or comments:

5.3 Eligibility Criteria

An individual

A customer is eligible for Vocational Rehabilitation if the following criteria are met:

- A. _____
- A. A determination by “qualified personnel” (See 5.3.1) that the applicant/customer has a physical or mental impairment;
 - B. _____
 - B. A determination by a qualified personnel/vocational rehabilitation counselor that the applicant’s/customer’s physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant;
 - C. _____
 - C. A determination by a qualified vocational rehabilitation counselor employed by IDVR that the individual/customer requires vocational rehabilitation services to prepare for, secure, retain or regain employment consistent with the applicant’s unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice;
 - D. _____
 - D. A presumption by a qualified vocational rehabilitation counselor that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

NOTE: The individual/customer can benefit in terms of an employment outcome from vocational rehabilitation services unless the counselor demonstrates on the basis of clear and convincing evidence, and only after an exploration of the individual’s/customer’s abilities, capabilities, and capacity to perform in work situations or an extended evaluation is carried out, that such individual/customer is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome.

5.35.1 – Qualified Personnel

IDVR has established a policy for ~~accessing~~ “qualified personnel” for the purpose of disability determination. Under the Rehabilitation Act, the assessment for determining eligibility must be made by “qualified personnel” including, if appropriate, personnel skilled in rehabilitation technology (Section 103(a)(1) of the Act). In addition, diagnosis and treatment for mental and emotional disorders must be provided by “qualified personnel who meet State licensure laws” (Section 103 (a)(6)(F) of the Act).

~~The preamble to the VR program regulations (Federal Register, Vol. 62, No. 28, February 11, 1997, page 6324) states that a determination that an individual has a physical or mental impairment, or meets any of the other eligibility criteria of 34 CFR 361.42(a) must be made by Qualified personnel are those who meet existing licensure, certification, or registration requirements applicable to their the profession. Depending upon the profession, “qualified personnel” could include individuals licensed, certified, or registered under state law or State regulations or some type of national licensure, certification, or registration process., this includes VR Counselors who meet IDVR’s CSPD policy.~~

The determination of the existence of ~~an~~ impairment should be supported by medical and/or psychological documentation. Medical/psychological disabilities shall be diagnosed by ~~individuals~~ qualified personnel who demonstrate the possession of requisite ~~state~~ State licensure, certification, or registration of requirements applicable to the practice of their profession within the state of Idaho.

The following occupations have been licensed in Idaho to provide general medical diagnoses. *The VR Counselor can utilize general medical diagnoses established by these medical professionals:*

- Medical Physician or Doctor of Osteopathy
- Nurse Practitioner (works under own licensure)
- Physician’s Assistant (works under a “Delegation of Services Agreement” with a physician providing oversight)

The following occupations have been licensed in Idaho to provide specific medical diagnoses within the specialized areas of competency for which the specific licensure has been determined. *It is critical that the VR Counselor take special precaution to ensure that when utilizing medical diagnoses from one of the medical professions listed below that only those areas of expertise for which the particular professional has been credentialed are documented within the eligibility determination module.*

- Licensed Psychologist
- Chiropractor
- Naturopath
- Podiatrist
- Optometrist
- Physical Therapist
- Dentist/Orthodontist

- Advanced Certified Alcohol and Drug Counselor (ACADC) / Certified Alcohol and Drug Counselor (CADC) (restricted to identifying alcohol impairment related to specific testing outcome)
- School Psychologist (limited to diagnosing eligibility for school related special needs services)
- Licensed Audiologist (restricted to diagnosing hearing impairments specifically related to ~~audiologica~~audiological testing results when medical conditions have been ruled out)

For further clarification, you may access ~~www.ibol.idaho.gov~~www.ibol.idaho.gov and connect to “The Individual Board Pages” to determine the full extent of the professional latitude allocated to the medical occupations that are licensed to provide specialized services within narrowly defined parameters of competency. -The State Board of Medicine maintains jurisdiction over the authority and conduct of medical doctors.

~~RSA mandates that either federal or state sponsored boards must grant authority to all licensures, certifications or registrations that qualify a professional to diagnose disabilities for the purpose of agency eligibility.~~ Private Licensing/certifying boards outside the ~~federal/state~~Federal/State purview cannot be utilized as a basis for VR diagnostic purposes.

5.45.2 Social Security Presumption

Any applicant, who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act, is presumed to meet the eligibility requirements for vocational rehabilitation services and is considered ~~an individual~~a customer with a significant disability.

Following an application and initial interview where ~~an individual~~a customer reports receiving SSI or SSDI, the counselor will obtain verification of receipt of SSI/SSDI, such as an award letter, a copy of the ~~individual's~~customer's check, or a verification document through the Social Security Entry and Verification System (SVES). Upon verification, the ~~individual~~customer is made eligible for vocational rehabilitation with a Presumption of Eligibility statement in the record of services.

NOTE: If the applicant presents sufficient medical documentation to determine eligibility at the first meeting, verification will still be procured but eligibility can be determined immediately without designating presumptive status.

The assessment for determining rehabilitation needs will continue, as needed, to obtain information necessary to determine the Individual Plan for Employment. This assessment will include: gathering existing records to determine the ~~individual's~~customer's impairment, impediment and nature and scope of the VR services necessary to obtain an employment outcome consistent with the ~~individuals'~~customer's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

When the assessment adequately documents the impairment(s), employment impediment(s) and required service(s) needed, the qualified VR ~~counselor~~counselors completes an Eligibility Determination in the agency~~Agency's~~ computerized data system ~~(Gemini)~~.

If ~~an individual~~a customer receives disability benefits under Title II or Title XVI of the Social Security Act and intends to work, IDVR presumes eligibility for services, unless, because of the significance of the ~~individual's~~customer's disability, a VR counselor cannot presume that VR services will enable the ~~individual~~customer to work ~~– (based on clear and convincing evidence).~~

Should the significance of the disability prevent a VR counselor from presuming that VR services will enable the ~~individual~~customer to work, the ~~individual~~customer will be asked to complete a trial work experience in order for the counselor to make an eligibility ~~decision~~determination.

If the ~~individual~~customer cannot take advantage of a trial work experience, an extended evaluation must be conducted in order to make the decision of eligibility.

5.56 Review and assessment of data for eligibility determination

The eligibility determination shall be based on the review and assessment of existing data, including: counselor observations, education records, and information provided by the ~~individual~~customer or family, particularly information used by education officials and determinations made by officials or other agencies. ~~Current medical records will, of course,~~ be utilized to determine the nature and extent of the disability as well as for justification for the procurement of additional medical data when required to identify/verify alleged medical restrictions.

To the extent that existing data does not describe the current functioning of the ~~individual~~customer, IDVR will conduct an assessment of additional data resulting from the provision of VR services including: trial work experiences, assistive technology devices and services, personal assistance services, and any other support services that are necessary to determine whether ~~an individual~~a customer is eligible.

~~Upon completion of the eligibility assessment, the counselor shall make one of the following determinations:~~

5.56.1 - Eligibility/Ineligibility: For each ~~individual~~customer determined eligible or ineligible for vocational rehabilitation services, the record of services must include a dated Eligibility Determination completed by a qualified vocational rehabilitation counselor. Written notification of an ineligibility determination will be provided to the customer.

An ineligibility notification must include the reason for the determination, rights and responsibilities, and Client Assistance Program (CAP) information. A customer should be referred to the local Department of Labor to address the customer's training or employment needs or to the Extended Employment Services Program (Work Services / Sheltered Workshops) if the ineligibility is "Too Severely Disabled."

Ineligibility decisions based upon the severity of disability must outline clear and convincing evidence and require a period of trial work experiences or extended evaluation prior to closure. (See Closure, Section 13)

It is federally mandated that IDVR review the closure outcome of “too severely disabled” within 12 months of closure and annually thereafter, if requested. (See Section 13)

5.56.2 - Trial Work Experiences (TWE) for individualscustomers with significant disabilities:

Prior to any determination that an individuala customer with a disability is incapable of benefiting from VR services in terms of an employment outcome because of the severity of that individual'scustomer's disability, an exploration of that individual'scustomer's abilities, capabilities, and the capacity to perform in realistic work situations must be conducted to determine whether or not there is clear and convincing evidence to support such a determination.

In such cases a written plan must be developed to assess and determine the above. The assessment must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individualcustomer. TWE include: supported employment, situational assessment, and other experiences using realistic work settingsettings and must be of a sufficient variety and over a sufficient period of time to make such a determination. Appropriate supports, including assistive technology devices and services and personal assistance services to accommodate the rehabilitation needs of the individualcustomer must be provided.

Remember:

Trial Work Experience ~~should be~~is used to demonstrate whether the individualcustomer is capable of benefiting from VR services. Trial Work Experience will be conducted before Presumptive Eligibility is completed if there is a question regarding capacity to benefit.

To place participant in Trial Work Experience, VR Counselor must:

- ~~1) Determine that individual has a significant physical or mental impairment (disability) that is a substantial impediment (barrier) to employment.~~

~~Document in Gemini, under Disability Browse, in the Disability sub-page. Document each disability and its associated functional limitations separately under Disability Documentation and Other Comments. Gemini will number them: 1, 2, 3, etc. Please enter them in order of priority—primary will be #1, secondary #2, etc.~~

~~Document in Gemini in Eligibility Determination using check boxes and the text box under #3 Impediment to Employment.~~

- ~~2) Have questions about whether the participant is capable or incapable of benefiting in terms of an employment outcome from VR services due to severity of disability.~~

~~3) If Trial Work is determined to be appropriate a case note will be completed within of 5 days of receipt of SSA verification document(s) and a plan will be developed within 30 days.~~

~~4) With the participant, develop a Trial Work Experiences plan to assess the participant's ability, capabilities and capacity to perform in realistic work situations through the use of Trial Work Experiences. The TWEs must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the participant. TWEs may include CBWE, CBWA, CSE, job coaching, on-the-job training~~TWEs may include: Community Based Work Evaluation (CBWE), job coaching, on-the-job training, supported employment or other experiences using realistic work settings, as well as assistive technology and other needed services.

~~In Gemini, do not document in #4 Documentation or put in the Eligibility date at this time. You may complete these after the TWE plan if you go ahead with Eligibility determination.~~

~~5) Review Gemini 3, Client Rights and Responsibilities~~

~~6) Assess need for Rehabilitation Technology Services, if and when necessary.~~

~~7) Insure that individual is an active partner, making meaningful and informed choices in the provision of Trial Work Experiences.~~

8) Review the TWE Plan at least every 90 days to determine if there is sufficient evidence to conclude that the ~~participant~~customer can benefit from VR Services in terms of an employment outcome or there is clear and convincing evidence that the ~~participant~~customer is incapable of benefiting from VR Services in terms of an employment outcome due to the severity of the disability.

9) Make the determination for eligibility or case closure within the 18-month time frame.

~~5.56.3~~ Extended Evaluation:

Under limited circumstances if ~~an individual~~a customer cannot take advantage of trial work experiences or if options for trial work experiences have been exhausted, an Extended Evaluation (EE) must be conducted to make these determinations.

In all cases where the counselor determines that an extended evaluation is required, the case record must include a Determination of Extended Evaluation completed by a qualified ~~vocational rehabilitation~~VR counselor, which documents:

~~A.~~

- A. That the individualcustomer has a physical or mental impairment which constitutes or results in a substantial impediment to employment and requires VR services, and
- B. That it is questionable if the individualcustomer is capable of benefiting from VR services in terms of an employment outcome because of the severity of the disability.

During the extended evaluation period, VR services must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individualcustomer. There must be a written Extended Evaluation Plan for providing services necessary to make an eligibility or ineligibility determination. Only those services that are necessary to make the above determinations are to be provided and extended evaluation services are terminated when the qualified vocational rehabilitation counselor is able to make the determinations.

An individual

A customer will remain in extended evaluationevaluations only for the period of time required to determine if the individualcustomer can benefit from VR services in terms of an employment outcome but not to exceed eighteen (18) months. A review of the case shall be conducted as often as necessary but at least every ninety (90) days.

To place individual in Extended Evaluation, VR Counselor must:

- ~~1) Determine that participant has a significant physical or mental impairment (disability) that is a substantial impediment (barrier) to employment.~~

~~Document in Gemini, under Disability Browse, in the Disability sub-page. Document each disability and its associated functional limitations separately under Disability Documentation and Other Comments. Gemini will number them: 1, 2, 3, etc. Please enter them in order of priority—primary Written documentation will be #1, secondary #2, etc.~~

~~Document in Gemini in Eligibility Determination using check boxes and the text box under #3 Impediment to Employment.~~

- ~~2) Have questions about whether participant is capable or incapable of benefiting in terms of an employment outcome from VR services due to severity of disability.~~
- ~~3) Have conducted Trial Work Experience or determined that participant is unable to take advantage of TWE.~~

4) ~~With participant, develop an Extended Evaluation plan to assess participants' abilities, capabilities and capacity to perform in work settings. During the Extended Evaluation, VR Services must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the participant. VR will only provide those services necessary to make the of determination of ability to benefit.~~

~~— In Gemini, do not document in #4 Documentation or put in the Eligibility date at this time. You may complete these after the EE plan if you go ahead with Eligibility determination.~~

5) ~~● Review Gemini 3, Client Rights and Responsibilities.~~

6) ~~Assess need for Rehabilitation Technology Services, if and when necessary.~~

7) ~~Insure that participant is an active partner, making meaningful and informed choices in the provision of Extended Evaluation.~~

8) ~~Review the Extended Evaluation Plan at least every 90 days to assess progress.~~

9) ~~Terminate Extended Evaluation services as soon as VR is able to make the determination of the participant's ability or inability to benefit in terms of an employment outcome.~~

10) ~~Make the determination for eligibility or case closure within the 18-month timeframe.~~

5.5.4 Ineligibility:

~~In all instances where the counselor determines that an applicant for, or recipient of vocational rehabilitation services does not meet the requirements for eligibility, the record of services must include a determination of ineligibility, dated and signed by the counselor, which documents the reasons for the ineligibility determination. Ineligibility decisions based upon the severity of a disability must outline clear and convincing evidence and require a period of trial work experiences or extended evaluation prior to closure. (See Closure, Section 13)~~

~~On occasion an application will be completed on individual who is later determined, after the acquisition of diagnostic information, to be an appropriate candidate for Extended Sheltered Employment Services (Work Services). A Trial Work Experience (TWE) or Extended Evaluation (EE) must be conducted to provide clear and convincing evidence that the individual is incapable of benefiting in terms of employment from VR services. Once the TWE is completed and verifies the severity of the disability, the individual will be referred to the Extended Employment Services Program (EES) (See Section 12.12) for appropriate placement in a sheltered work environment and closed as "Too Severely Disabled".~~

~~It is federally mandated that IDVR monitor the closure outcome within 12 months of closure (See Section 13.1.2.D).~~

SECTION 6.0 THE DETERMINATION OF SIGNIFICANCE OF DISABILITY

6.1 Policy

At the time ~~an individual~~ a customer is determined eligible for VR services, a VR counselor will determine the significance of the disability and, based upon the determination, will assign the ~~individual~~ customer to a priority category. If the agency is not under an ~~order~~ Order of ~~selection~~ Selection, the prioritization will be used (1) for planning purposes to ascertain services that can continue to be provided to all who are eligible and (2) to provide a structure for an easy transition to an ~~order~~ Order of ~~selection~~ Selection if required. If the ~~agency~~ Agency is under an ~~order~~ Order of ~~selection~~ Selection (see section ~~15.0~~ 14), the priority categories are used to determine the order in which ~~individuals~~ customers receive services.

6.2 Definitions

Priority Categories:

~~A. Individuals with most significant disabilities~~

~~B. Individuals with significant disabilities~~

~~C. Individuals with no significant disabilities~~

A. No Significant Disability ~~-An individual with no significant disability: (NSD)~~

~~A. _____~~

B. Significant Disability (SD)

C. Most Significant Disability (MSD)

No Significant Disability (NSD)

a. Who has a physical or mental impairment;

~~i.~~

~~B. _____~~

b. Whose impairment constitutes or results in a substantial impediment to employment; and

~~C. _____~~

c. Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

Significant Disability (SD): ~~An individual with a significant disability:)~~

~~A. _____~~

- a. Meets the criteria for ~~an individual~~ a customer with ~~a no significant~~ disability;
 - ~~B.~~
- b. Experiences a severe physical and/or mental impairment that seriously limits ~~one~~ two or more functional categories (such as mobility, work skills, self-care, interpersonal skills, communication, self-direction or work tolerance) in terms of an employment outcome;
 - ~~C.~~
- c. Requires multiple ~~vocational rehabilitation~~ primary Individualized Plan for Employment (IPE) services over an extended period of time ~~–~~ (at least 6 months).

Most Significant Disability (MSD): ~~An individual with a most significant disability;~~

- ~~A.~~
 - a. Meets the criteria established for ~~an individual~~ a customer with a significant disability; ~~and~~
 - ~~B.~~
 - b. Experiences a severe physical and/or mental impairment that seriously limits three or more functional categories (such as mobility, work skills, self-care, interpersonal skills, communication, self-direction or work tolerance) in terms of an employment outcome;
 - ~~C.~~
 - c. Requires multiple ~~vocational rehabilitation~~ primary Individualized Plan for Employment (IPE) services over an extended period of time ~~–~~ (at least 6 months).

Note: ~~Individuals~~ Customers who are beneficiaries of Social Security Disability ~~Benefits~~ (SSDI) Insurance (SSDI) or recipients of Supplemental Security Income (SSI) for disability reasons are automatically classified as either SD or MSD depending upon the extent of their functional ~~loss~~ category limitations.

Priority Category	Meets Definition of Significantly Disabled	Functional Loss Categories	Duration of Services	Number of Services
1- Most Significantly Disabled	Yes	2 or more	Requires VR Services over an extended period of time	Requires multiple Services
2- Significantly Disabled	Yes	1 or more	Requires VR Services over an extended period of time	Requires multiple Services
3- Disabled	No	1 or more	No duration of Service requirement	Multiple Services NOT required

Order of Selection (OOS): When VR services cannot be provided to all eligible ~~individuals~~ customers because of financial ~~exigency~~ or service capacity constraints, the ~~agency~~ Agency will enter an ~~order~~ Order of ~~selection~~ Selection process that will assure that first priority is ~~giving~~ giving to ~~individuals~~ customers with most significant disabilities. *Please review Section 15.14.0 for details regarding ~~order~~ Order of ~~selection~~ Selection.*

6.3 Procedures

Determination of Significance of Disability

A VR counselor determines and adequately documents the level of severity of ~~an individual's~~ customer's disability based on a review of the information gathered to determine eligibility. If additional information is necessary to make the determination, a VR counselor may obtain the information from the ~~individual, individual's~~ customer, customer's family, an outside professional and/or another public agency.

If adequate information is not available to describe or document current functioning, a VR counselor may purchase diagnostics from a qualified service provider.

A VR counselor reviews the data to determine:

~~A. _____~~

~~A. The number of serious functional losses present~~ capacity categories in terms of an employment outcome that are seriously impacted as a result of a disability;

~~_____~~ AND

~~B. _____~~

AND

~~B. Whether an individual~~ a customer is likely to need multiple ~~VR~~ primary IPE services to prepare for, obtain, or maintain a job;

AND

~~C. Whether services are likely to be needed for an extended period of time. (No specific time frame for "extended period of time" is defined. The VR counselor must consider each person's unique circumstances to determine whether the needed services can reasonably be expected to require an extended period of time. For this purpose, 6 months may be used as a general benchmark but may not be applied as an absolute limit since each individual's circumstances must be uniquely considered.)~~

C. The anticipated duration of IPE services are needed for an extended period of time (at least 6 months).

Identifying a Serious Loss of Functional ~~Loss~~ Capacity

Functional losscapacity categories include: mobility, work tolerance, communication, self-care, interpersonal skills, self-direction, and work skills. To identify a loss of functional ~~loss~~ capacity, a VR counselor reviews and assesses data provided by the ~~individual~~ customer or ~~individual's~~ customer's family, observed by the VR counselor, or reported by another qualified professional to determine whether:

~~A. A _____~~ A loss of functional ~~loss~~ capacity resulting from a disability is present;

AND

~~B. _____~~

~~B. The ~~function~~ loss of functional capacity represents an impediment to employment;~~

AND

~~C. _____~~

~~The ~~functional~~ loss of functional capacity meets the definition of a “serious ~~functional~~ loss.”~~

~~C. A serious of functional capacity.”~~

~~A serious loss of functional capacity means a reduction in capacity of the ~~individual~~customer to the degree that the person requires services or accommodations not typically provided to other ~~individuals~~customers in order to prepare for, secure, or maintain a job.~~

~~A specific disability diagnosis does not automatically infer ~~the presence~~a serious loss of ~~one or more~~functional ~~losses~~capacity. Although certain functional losses are commonly associated with specific disability diagnoses, the presence and seriousness of ~~these~~ functional losses are ~~the loss is~~ unique for each person. Therefore, a VR counselor must complete a thorough evaluation of loss of functional lossescapacity for each ~~individual~~customer.~~

~~Work-related limitations may result from or be compounded by external~~

~~Non-disability factors, such as age, sex, race, cultural, geographic location, poor public transportation, legal history, or lack of training. ~~These factors do should~~ not ~~relate to a disability and are not factors in~~be considered when determining a seriousloss of functional ~~loss~~capacity. It is within the VR counselor’s judgment to determine whether limitations are disability related or not.~~

Self-Reported or Observed Loss of Functional Losses-Capacity

A VR counselor may identify a loss of functional lossescapacity based on a ~~participant’s~~customer’s self-report, reports from the family, school representative or others, or based on counselor observations.

For example, while interviewing an applicant who is hard of hearing, a VR counselor observes that the ~~individual~~applicant is not able to effectively communicate verbally. Medical records clearly establish a hearing impairment, but do not address verbal limitations. Because a loss of functional lossescapacity in verbal communication is consistent with and commonly associated with a hearing loss, the VR counselor may determine, based on his or her observations, that a serious loss of functional lossescapacity is present. To ensure the case service record explains and supports the determination, the VR counselor enters case narrative explaining that a loss in the area of communication was observed, a summary of the observations, and how the loss of functional lossescapacity affects the ~~applicant~~customer.

~~If an individual reports a functional loss that is neither consistent with nor supported by disability-related documentation, the VR counselor and individual need to discuss and reach agreement on how to get the information necessary to verify the functional loss.~~

SD/MSD Checklist

Once the VR counselor determines a disability-related loss of functional capacity, ~~loss is present, he or she~~ the VR counselor considers whether the loss of functional capacity meets the definition of a “serious loss of functional capacity” contained in the SD/MSD Checklist loss of functional capacity definitions. If the loss of functional capacity meets the definitions of a “serious loss of functional capacity” the VR counselor checks the appropriate indicator on the Checklist. ~~If the individual experiences a functional loss that is not described on the SD/MSD Checklist, the VR counselor may write a description of the functional loss in the space provided. Only one indicator within a category (mobility, work, tolerance, communication, self-care, interpersonal skills, self-direction, and work skills) is needed to determine that a serious functional loss is present in that category.~~

Documentation of a Functional Loss

The VR counselor documents the functional loss in the Gemini Eligibility Determination, “Section 3 – Impediment to Employment.”

~~The VR counselor is responsible for adequately describing:~~

~~A. The nature of each functional loss (mobility, work tolerance, communication, self-care, interpersonal skills, self-direction, or work skills);~~

~~AND~~

~~B. The basis for making the determination, i.e. a description of what was observed, a summary of what was reported and who reported the information, or whether the determination is based on documentation contained in medical or other information in the case service record; AND~~

~~C. The specific limitations experienced by the individual.~~

~~—After determining the number of functional losses present, the VR counselor determines whether the individual is likely to require multiple services over an extended period of time. The VR counselor also considers the number of serious functional losses and impediments to employment.~~

~~**Note:** No specific time frame for “extended period of time” is defined in statute or regulation. The VR counselor must consider each participant’s unique circumstances to determine whether the needed services can reasonably be expected to require an extended period of time. For this purpose, six months may be used as a general benchmark, but not applied as an absolute limit, since each individual’s circumstances must be uniquely considered.~~

~~When the VR counselor has sufficient data to determine eligibility and significance of~~

disability, the VR counselor completes the required documentation.

Determination of Significance of Disability Documentation

Again it is important to emphasize that in addition to case file documentation and supporting medical records, the required eligibility/significance of disability documentation must include the SD/MSD Checklist.

Remember: *The SD/MSD Checklist is a form used to support the determination; however, and is not sufficient enough documentation to adequately describe the individual's limitations by itself.*

The VR counselor completes the SD/MSD Checklist for each individual/customer as soon as sufficient information is available, but no later than sixty (60) days from the date of application (unless an extension has been agreed upon). DVR will then send a letter advising the individual of the eligibility decision.

Functional Loss Definitions

A serious limitation in a major functional area means a reduction in capacity of the individual to the degree that the person requires services or accommodations not typically made for other individuals in order to prepare for, get, or keep a job.

While limitations may result from or be compounded by external factors, such as geographic location, poor public transportation or lack of training, these factors should not be the basis of the limitation for the purpose of defining serious restriction. Defining limitations in these functional areas relies on the professional rehabilitation counselor's interpretation of the effect of the disability on the individual as well as on medical or diagnostic evaluation data.

Function Loss Definition Chart (SD/MSD Checklist):

AREA	SERIOUS LIMITATION	DISABILITY
COMMUNI- CATION Effective exchange ideas and information through written or spoken words.	1. Cannot hear or understand the content of ordinary spoken conversation or;	
	2. Cannot be readily understood by others on first contact; or	
	3. Cannot print or write short notes such as: Out of Order, Don't Walk; or other required survival skill messages;	
	4. Cannot read signs or short notes from others; or	

	5. Requires an interpreter for the hearing impaired, hearing aids, augmentative communication device, or other accommodation not typical to communicate in work, training or living environments.	
INTERPERSONAL SKILLS	1. Cannot establish and maintain working relationships with co-workers, fellow students, or family members; or	
Establish and maintain	2. Exhibits destructive behaviors such as: hitting, yelling, tantrums, sexual/racial harassment, which interfere with the performance of the individual or others in training or work settings; or	
Personal working relations with others.	3. Individual avoided or rejected by co-workers or fellow students because of serious scarring, disfigurement, uncontrolled drooling, or uncontrolled motion.	
MOBILITY	1. Unable to move safely around within common training, home, or work environments without the help of others or the use of assistive devices such as: wheelchair, prosthesis, crutches, cane, or walker; or is	
Move about from place to place and move the body into various positions.	2. Significantly restricted or limited in the distance he/she can safely move within common training, home, or work environments; or	
	3. Takes significantly longer to move about within common training, home or work environments than the average person; or	
	4. Cannot safely change body positions without the help of others or the use of assistive devices; or	
	5. Requires assistive technology, modifications, adaptations, or accommodations not typical in order to move around within common training, home, or work environments.	
SELF-CARE	1. Requires personal assistance to perform most self-care activities; or	
	2. Requires personal assistance to perform most independent living activities; or	

~~Sample~~

~~Not for Use~~

<p>Perform basic personal care and independent living activities</p>	<p>3. Is unable to obtain a driver's license due to a disability; or</p>	
	<p>4. Requires a special modified vehicle for travel within the community; or</p>	
	<p>5. Requires independent living, training, or rehabilitation technology services to perform self-care and/or independent living activities.</p>	
<p>SELF-DIRECTION</p> <p>Manage and take control Of one's personal, social and work life.</p>	<p>1. Requires ongoing personal assistance such as: prompts, cues, or physical guidance to start, finish, or stop tasks, follow schedules or decide what to do next; or</p>	
	<p>2. Has recurring episodes during which personal assistance is required to start, finish, stop, or complete tasks, or follow schedules; or</p>	
	<p>3. Requires intensive individualized supervision or personal assistance beyond that which is typical when entering a new training or work setting; or</p>	
	<p>4. Requires constant monitoring by others because of confusion or disorientation; or</p>	
	<p>5. Requires assistive technology, compensations, adaptations, or accommodations such as: detailed calendars, appointment books, alarms, not typical for others in order to start, finish, or complete tasks, follow schedules or decide what to do next within common training or work environments.</p>	
<p>WORK SKILLS</p> <p>Possess skills needed to perform jobs which exist in the economy (regardless of</p>	<p>1. Is unable to perform the work skills essential to maintaining employment in the previous job or line of work and does not have other work skills which could be used to enter and maintain a job comparable in skill (not wages) which is readily available locally, or in an economy to which the individual is willing to relocate; or</p>	
	<p>2. Has not learned the work skills usually possessed by the average person of comparable age, education, or experience which could be used in a work environment which is readily available locally or in an economy to which the individual is willing to relocate; or</p>	

demand):	<p>3. Has symptoms of hallucinations, delusions, depression, obsession-ruminations, time-consuming obsessive/compulsive routines or medication side-effects which interfere with the ability to concentrate on or complete common work, home, or school tasks at a pace comparable to that of the average person in the general population; or</p>	
	<p>4. Requires specialized instructional methods, extended learning periods, assistive technology, or accommodations and adaptations not typical for other students. In rare cases, it may require work skills.</p>	
	<p>5. Requires continual monitoring, skill training, behavior management, support, assistive technology or accommodations and adaptations not typical for other employees to maintain work skills and stable job performance.</p>	
<p>WORK TOLERANCE</p> <p>Perform under the levels of physical, environmental, or psychological demands commonly found in work settings.</p>	<p>1. Individual is unable to lift and carry a sack of groceries, 12-pack of soda pop, pail of water, or objects weighing up to 20 lbs; or</p>	
	<p>2. Individual is unable to sustain a continued or prolonged paced movement of the arms, hands, or fingers over the course of a typical 8-hour work day; or</p>	
	<p>3. Individual is unable to sustain a continued or prolonged standing or sitting position of the body required to perform the previous job or line of work over the course of a typical 8-hour day; or</p>	
	<p>4. Individual is unable to sustain consistent physical or mental work effort over the course of a typical 8-hour day, 5-day work week, 52-week year; or</p>	
	<p>5. Individual is unable to tolerate the common environmental conditions found in the typical work environment; or</p>	
	<p>6. Individual is unable to tolerate the common psychological stresses found in the typical work environments; or</p>	
	<p>7. Requires assistive technology, modifications, or accommodations not typical to meet essential strength, stamina and endurance requirements or to deal with environmental or psychological demands.</p>	

Sample

Not for Use

~~*Other causes include poverty, lack of education, environmental restrictions and age, sex, race or cultural factors.~~

SECTION 7.0 ~~ASSESSMENT OF VOCATIONAL REHABILITATION~~ **NEEDS ASSESSMENT OF VOCATIONAL REHABILITATION NEEDS**

7.1 Primary ~~Sources~~ Source of Information

To the extent possible, the vocational goal, intermediate objectives, and the nature and scope of services to be included in the Individual Plan of Employment (IPE) must be determined based on the data used for the assessment of eligibility and priority for services.

The Comprehensive Assessment to be completed prior to the development of the IPE will use, as a primary source of information, to the maximum extent possible, the following:

- ~~A. _____~~
- A. Existing information
- ~~B. _____~~
- B. Information provided by the ~~individual~~customer and, where appropriate, by the family of the ~~individual~~customer.
- ~~C. _____~~
- C. The Assessment may also include new information acquired by IDVR including an in-house vocational evaluation; Community ~~based~~Based Work Evaluation (CBWE), aptitude tests, interest tests, job shadowing or any pertinent ~~medical~~ assessment required to identify the objectives, nature and scope of VR services that the ~~individual~~customer may need in order to substantiate the choice of employment outcome.

7.2 *Comprehensive Assessment of Rehabilitation Needs* **~~Medical History:~~**

~~The development of a rehabilitation plan requires the rehabilitation counselor to understand the individual's medical requirements. To do this, the VR counselor (VRC) or the vocational rehabilitation assistant (VRA) will need to obtain any existing medical records that confirm the individual's mental and physical conditions. This often can be obtained through a primary family physician. If the VR counselor cannot determine and confirm the individual's mental and/or physical limitations, the scheduling of updated diagnostics will be required. This medical information is important to determine eligibility for services and if eligible, to identify a vocational goal that will not exceed mental and/or physical capacities. This information is critical when developing an appropriate vocational goal.~~

A comprehensive assessment of rehabilitation needs is a process utilized to identify the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice as it relates to any potential vocational goal. The assessment shall be conducted in the most integrated setting possible, consistent with the informed choice of the customer.

7.2.1 Assessment of the Customer's Current Realities

The VR counselor and customer will evaluate the following relevant factors.

Work History:

The VR counselor is required to obtain a thorough work history of the ~~participant~~customer at the time of the intake interview. The gathering of this information requires the identification of job titles, job duties/responsibilities, and length of time in each position, hiring/educational requirements, and the reasons for leaving. Some attempt should be made to assess the individual's~~customer's~~ satisfaction with the job, the employer, and co-workers. ~~Motivation and flexibility are two important variables that need to be evaluated.~~

Functional Limitations:

Functional limitations need to be clearly outlined before the ~~Participant's Perception of Disability:~~

~~The selection~~customer begins the development of a vocational goal. The establishment of an appropriate vocational goal requires that both the VR counselor ~~to understand the participant's and~~ customer are aware of and address the true barriers to employment including the customer's perception of ~~disability,~~their limitations. This involves addressing the following areas:

A. _____

A. Physical limitations (lifting, walking, carrying, driving, stooping, reaching, handling, and bending)

B. _____

B. Mental limitations (coping with stress, working with other people, working alone)

C. ~~Present~~

C. Current work tolerance

D. _____

D. Acceptance of disability

E. _____

E. Cognitive functioning

F. _____

Personal ~~Family~~ and community support

~~The individual's perception is critical to know if the VR counselor is to help guide in the selection of an appropriate vocational goal. The establishment of an appropriate vocational goal requires that both the VR counselor and participant are aware and address the true barriers to employment.~~

Social & Economic- Factors:

It is important for the VR counselor and customer to gather ~~information regarding the participant's, document, and understand personal~~ social and economic considerations ~~to include any use of alcohol, street drugs, and tobacco.~~ These considerations include:

~~A. _____~~

A. Values (personal and work)

~~B. Family~~

~~C. _____~~

B. Family

C. Service or support agencies

~~D. _____~~

D. Legal

E. _____

E. Financial (current realities and future expectations)

~~Does the individual experience any stressors with the family unit or community of friends? How does this impact his/her ability to participate in vocational rehabilitation services and what sort of influence does this have on a potential vocational goal? It is necessary to address these concerns, guide the individual in identifying solutions to these concerns, and implement them.~~

F. Substance Use

G. Non-financial resources / supports available

It is critical to understand the personal, social and economic factors as it relates to the development of the employment goal and the IPE.

Functional Limitations:

~~Functional limitations need to be clearly outlined before the~~ participant begins the development of a vocational goal. In developing a vocational plan, the worker characteristics (temperaments, physical and mental requirements, environmental conditions) need to be assessed and matched to the individual's residual capacities. If they exceed the documented functional limitations, the VR counselor and the participant should never pursue a particular vocational goal unless assistive technology is available that can compensate for identified job tasks that exceed the individual's functional capacities.

Inherent Aptitudes/Transferable Skills:

The

To determine an appropriate employment goal the VR counselor and customer must work with the individual in identifying existing worker traits that can be used in identify the development of a new vocational goal. ~~Too often, this is not addressed and subsequently, the success rate of the rehabilitation plans decreases.~~ One of the most practical ways to explore the participant's "employability goals" is to

~~do a transferable~~ aptitudes, skills ~~assessment~~, and ability that the customer possesses. The following skill areas are to be addressed:

A. Personal ~~A. Adaptive skills – self~~

- Self-management ~~skills and personality~~
- Self-care
- Personality characteristics ~~a person brings to the job.~~

B. ~~_____~~

B. Functional skills – ~~generic behaviors that deal with a~~ person's level of skill working with data, people, and things ~~that relate to the work environment.~~

C. ~~_____~~

C. Specific content work skills – competencies ~~that enable an individual to perform a~~ in specific ~~job according to the employer.~~ work task areas.

Many tools exist to assist the participant customer and the VR counselor to identify inherent aptitudes and transferable skills ~~such as:~~

7.2.2 Identification of potential employment goal, rehabilitation needs, and IPE services

The VR counselor and customer will evaluate a potential employment goal and identify rehabilitation needs and services required to achieve that employment goal.

Vocational ~~A. Comprehensive Guidance and Counseling provided by the agency.~~

~~B. Job Seeking Skills workshops offered by the Department of Commerce and Labor or Community Rehabilitation Programs (CRPs).~~

~~C. Vocational Evaluations provided by CRPs either “in-house or within the community.~~

~~D. Community based “job shadowing” experiences within the community.~~

~~E. Career Interest Survey (CIS) studies as well as other computerized programs.~~

Assessment:

Vocational ~~Evaluation:~~ assessment

~~Vocational~~ evaluation is a comprehensive process ~~that systematically uses either real or simulated work as the focal point for assessment~~ involving the VR counselor and the customer that focuses on functional abilities and vocational exploration. ~~The purpose is to assist individuals in vocational development. A vocational evaluation process incorporates~~ will incorporate medical, psychological, social, vocational, educational, cultural, ~~and economic data.~~ and real or simulated work. This is

done to identify the employment goal, its overall feasibility, and the VR services that are needed to achieve that goal. Examples of vocational assessment include:

~~A. _____~~

A. Formal Vocational Evaluation

~~B. _____~~ Community Based Assessment

~~C. _____~~ Guidance & Counseling – Facilitated Self-Discovery

~~D. _____~~ Labor Market Research

~~E. _____~~ Assistive Technology Review

Employability

7.3 IPE Development:

Through the process of developing the employment goal, the participant must come to the point where a positive self-initiated resolution occurs. With this understanding in place, the individual is in a position to develop a comprehensive assessment the customer has made an informed choice of his/her vocational goal. The VR counselor must concur that the vocational goal and Individual Plan for Employment (IPE) is feasible. The VR counselor will ~~now~~ then assist in the development of a labor market entry strategy identifying the IPE services needed to remove barriers to employment. The VR counselor is required to identify service needs such as: address all previously identified disability related barriers to employment. These services include but are not limited to:

~~A. _____~~

A. Counseling and Guidance

B. Training

C. Medical and mental restoration

D. Disability adjustment training

E. Information and referral services

F. Interpreter services

G. Job placement assistance

H. Job readiness training

I. Job search assistance

Maintenance ~~B. _____~~ Academic

~~C. _____~~ Vocational

~~J. _____~~ ~~D. _____~~

K. On-the-job supports

~~E. _____~~ Job Search

~~F. _____~~ Disability Adjustment Training

~~G. Assistive Technology Training~~

~~H. Accommodation Training~~

~~I. Supportive Services~~

~~J. Medical & Mental Restoration~~

L. On-the-job training

M. Other services

N. Personal attendant services

O. Reader services

P. Rehabilitation technology

Q. Technical assistance services

R. Transportation services

Vocational rehabilitation services ~~provided under this title~~ are any services described in an IPE necessary to assist ~~an individual~~ a customer with a disability in preparing for, securing, retaining, or regaining an employment outcome that is consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the ~~individual~~ customer.

~~The Comprehensive Assessment is limited to information to identify the rehabilitation needs of the individual and to develop the IPE of the eligible individual.~~

~~The assessment shall be conducted in the most integrated setting possible, consistent with the informed choice of the individual.~~

~~The assessment may include, to the degree needed to make a determination of vocational rehabilitation needs and develop an IPE, an analysis of the pertinent factors affecting the employment and rehabilitation needs of the individual. The following *Comprehensive Assessment Template* has been designed as a word document to be cut and pasted into a Case Note once the appropriate headings have been completed. This document is intended to be an integral part of the decision process that leads to an informed choice in the selection of a vocational goal:~~

~~*The following are essential components that need to be addressed and documented as part of the comprehensive assessment:~~

- ~~• Compatibility of Disability with Employment~~
- ~~• *Skills, Interests, Aptitudes, and Abilities~~
- ~~• *Market Analysis~~
- ~~• *Economic Expectations and Potential for Career Growth~~

- *~~Vocational~~ Strengths and Capacities
- *~~Client~~Customer Financial Issues
- *~~Informed~~ ClientCustomer Choice
- *~~Social~~ Support
- *~~Training and Academic Test Results~~
- Rehabilitation Technology needs
- Legal barriers and industry specific requirement (criminal issues, drug and alcohol screenings, tobacco use, etc)

7.34 Medical Consultation Policy

Medical ~~consultations~~consultants are retained by IDVR ~~to review all medical data gathered pertaining to an individual participant.~~ Medical ~~consultant time~~consultants can be used to review ~~an individual's~~a customer's diagnostic information to determine: 1) if it is complete or if updated and/or additional medical reports are necessary; 2) to train the counselor about medical conditions; and 3) to assist in case management direction.

~~Not every case needs~~

~~Examples of times to be reviewed by~~use a medical consultant. ~~Appropriate times to use Medical Consultants~~ are:

~~A.~~

A. Eligibility determination

B. ~~B.~~ Plan development

C. ~~C. All~~Prior to medical restoration services ~~(required)~~

D. ~~D.~~ Whenever ~~you have a VR staff member has~~ a question about ~~an individual's~~a customer's treatment, medications, or condition including such issues as the natural course of the disease or ~~the most appropriate treatments.~~treatment options.

~~Most IDVR offices have a medical consultant on contract that will visit on a regularly scheduled basis. A Chief Medical Consultant is on contract in order to be available in person, by phone, or electronically if you do not have a consultant or if your consultant is not available. IDVR encourages the utilization of medical consultation time in a group setting to maximize the consultant's time and to allow for an educational opportunity for VR counselors. New counselors are advised to use consultation time for most cases to become familiar with the medical aspects of disability.~~

When presenting a case file to the medical consultant, be prepared to:

~~A.~~

1. Present specific questions to the medical consultant; and
2. Speak knowledgeably about the customer.

Some examples of things a VR staff member may consider prior to medical consultation:

- A. File medical information in chronological order with ~~the~~ most recent on top
- B. ~~B.~~ Highlight or tab important information
- C. ~~C.~~ Eliminate duplicate data
- D. ~~Prepare a short case presentation: i.e.; age, sex, marital status, medical conditions, medications, support systems, treatments, names of treating physicians~~
- D. ~~E.~~ List questions for the medical consultant
- F. ~~Use the medical consultation form~~
- G. ~~Follow up on consultant suggestions~~
- H. ~~Re-present the case when new information has been received.~~

Medical Consultant Review Form

Name: _____

Diagnosis(es):

Is additional medical/psychological information needed for employment? Yes No

If yes, describe:

Describe disability(ies): chronic acute
 stable progressive
 mild moderate severe

Prognosis:

Functional limitations:

~~Sample~~

Does client need medical/psychological care program for employment? Yes No

If yes, describe:

~~Not for Use~~

Comments:

Medical Consultant: _____ Date: _____

State Medical Consultant: _____ Date: _____

SECTION 8.0 PARTICIPATION OF **INDIVIDUALS** CUSTOMERS IN COST OF SERVICES BASED ON FINANCIAL NEED

In order to further IDVR's mission to help customers move towards independence and self-sufficiency, IDVR encourages customers to be personally invested in and contribute financially towards the cost of their plan when possible. The extent of the customer's financial participation is based on income and other factors. Regardless of the amount that is going to be contributed by the customer, the assessment of the customer's financial participation is an effective tool for identifying customer resources as they relate to VR planning and implementation.

Reminder: Financial need and/or participation is not a factor in the eligibility determination.

Financial Participation

Financial participation is assessed:

1. After eligibility, during plan development, while exploring comparable benefits.
2. Using the Financial Participation Assessment (FPA) form.
3. Every twelve (12) months or sooner if financial circumstances change significantly.

Financial Participation Assessment Guidelines

A Financial Participation Assessment will be applied as a condition for furnishing all vocational rehabilitation services EXCEPT the following:

1. Purchased services for determining eligibility and vocational rehabilitation needs;
2. Counseling, guidance and referral services;
3. ~~a-~~ Any auxiliary aid or services (e.g., interpreter services or reader services);
4. ~~•~~ Personal Assistance Service;
5. Rehabilitation Technology;
[CFR 361.5(b)(45) includes vehicular modification and telecommunications. Home modifications are not exempt.]
6. Job related services; including: job search and placement assistance, job retention services, follow-up services, and follow-along services, i.e., Community Based Work Adjustment, Job Site Development (CBWAJSD), Community Based Word Adjustment (CBWA), Placement and Follow Along Job Site Development (P&FJSD), and Placement and Follow Along (P&F).
7. Supported employment services, i.e., Community Supported Employment Job Site Development (CSEJSD), and CSE Job Coaching.

Customer Financial Participation for IPE Services

Upon completion of the FPA and the determination of services to be included on the IPE the counselor and customer will identify the specific IPE services that will be paid for by each party.

The FPA will be used to identify financial responsibility for IPE services.

It should be emphasized to the customer and vendor, IDVR will not be responsible for the customer's debts. If the customer's debts to a vendor inhibit the provision of services necessary to achieve the employment goal, IDVR will work with the customer to explore options for the continuation of services.

IDVR cannot, under any circumstances, pay for a customer's previous financial obligations or debts.

Financial Participation Assessment (FPA) Form

The VRC and customer will complete the FPA form in eligible status and identify the customer's financial participation responsibilities.

Estimate the cost for rehabilitation services each twelve (12) month period of the IPE. Calculate the amounts of participation to be provided by both the customer and IDVR for each twelve (12) month time period covered by the FPA.

Directions for Completion:

1. Exemption from required participation:

Customers who receive SSDI and/or SSI are not required to make a financial contribution toward the cost of services. However, to ensure a customer qualifies for this exemption, written proof of SSDI or SSI determination must be received. This information will be used in completing the FPA form exemption status for SSDI and/or SSI recipients. *It should be noted that customers receiving Social Security benefits under retirement, spouse of retired worker, child of a retired worker, child of deceased worker, widow, parent of deceased worker, spouse of disabled worker, or child of disabled worker would not be eligible for this exemption.* The VR Counselor must complete the top portion of the FPA certifying that the customer is exempt from any required financial participation. The VR Counselor will also make a note in the IPE and subsequent plan amendments that may be developed, in the appropriate section, outlining the customer's exemption.

2. Income Data:

Customers (and spouse's if married) sources of income verification would include:

- Most recent year IRS tax filings,
- Employment Security Wage or Unemployment Benefit Reports,
- Employer generated pay stubs,
- Retirement program documents, or
- Documentation from public or private income support programs.

(TANF and food stamps are examples that are not considered income)

a. Modification

The customer or their representative may request modification to the FPA, as needed to adjust for changes in income or other circumstances (e.g., disability related costs and number of family members). If modification is requested, the customer, parent or guardian must provide income verification from the sources listed above.

b. Exceptional Cases

In exceptional cases, circumstances may occur where rigid adherence to the Financial Participation Policy and Procedures could seriously jeopardize the customer's opportunity to achieve rehabilitation objectives and an employment outcome. In such cases, the VRC may elect to seek an exception to the policy by reviewing the case with the Regional Manager who will then seek an exception approval by the Chief of Field Services or designee who will render a decision within ten (10) business days.

c. Total Income Excluded:

This figure is the Income Exclusion Allowance (300% of the Federal Poverty Level) plus exclusion of disability related expenses, per the Code of Federal Regulations – Title 34: Education: 361.54(2)(iv)(B).

For the purposes of this policy, the Social Security Administration's use of impairment-related work expenses will serve as a guideline to disability related expenses.

A disability related work expense is an expense for an item or service, which is directly related to enabling an impaired customer to work, and which is necessarily incurred by that customer because of a physical or mental impairment. To qualify as a disability related work expense, the expense must be paid by the customer. Expenses paid by sources such as health insurance, vocational rehabilitation and the employer are not considered a disability related work expense for the customer with the impairment.

Examples include, but are not limited to:

- The cost of attendant care services rendered in the work setting or in assisting the customer in making the trip to and from work (attendant care rendered on non-work days or those performed at any time which involve shopping or general homemaking are not considered a disability related work expense. Additionally, attendant services performed for other family members such as babysitting, are not considered a disability related work expense).
- Durable medical equipment which can withstand repeated use, used to serve a medical purpose, and generally not useful to a person in the absence of an illness or injury, such as wheelchairs,

hemodialysis equipment, respirators, pacemakers, traction equipment.

- The cost of the modification of vehicle (but not the cost of the vehicle) in order to drive or be driven to work, where the modification is critical to the vehicle's operation or its accommodation of the customer. The modification must be directly related to the impairment (without the modification the customer would either be unable to drive or would be unable to ride in the vehicle).
- Expenses paid by a person with blindness in owning a guide dog including the costs of purchasing a dog, food, licenses and veterinary services.
- Prosthetic devices that replace internal body organs or external body parts (a prosthetic device primarily for cosmetic purposes usually is not considered a disability related work expense).
- The cost of drugs and medical services necessary to control the disabling condition, thereby enabling the customer to work (drugs and medical services used for minor physical or mental problems not resulting in any significant loss of function such as, yearly routine physical examinations, dental examinations and optician services and eyeglasses, when unrelated to a disabling visual impairment, are not considered a disability related work expense).
- Work equipment and assistants that are required to accommodate the impairment and perform the job such as, a one-handed typewriter, telecommunications device and a job coach paid for by the customer.

Applicable Income:

This section enables IDVR to specify the extent of the expected customer cost responsibility toward the cost of services during the upcoming twelve (12) month period of expected plan expenditures. Applicable Income equals Income minus the Total Income excluded and Disability Related Work Expenses.

The Income Exclusion Allowance information is adjusted annually to reflect 300% of Federal HHS Poverty Guidelines.

Determination of Required Participation:

The Customer Participation Table (Table A) is formulated to assess that portion of Applicable Income, which is considered to be available to meet the cost of services. The customer is expected to contribute toward the service cost(s) at the

specified percentage of participation level. The amount of financial participation will not exceed the Annual Maximum Percentage of the customer's Applicable Income. All service cost anticipated or purchased during the twelve (12) month period covered by the FPA are to be considered in aggregate rather than individually calculated.

TABLE A – CUSTOMER PARTICIPATION TABLE

<u>Yearly Cost of Plan</u>	<u>% of Participation</u>
<u>\$2,000 and Under</u>	<u>50%</u>
<u>Over \$2,000</u>	<u>75%</u>

Certification:

The customer, parents or legal guardian completing the form will be asked to verify, by signature, that the information provided is correct. The customer, parents or legal guardian should be advised that he/she will be asked to document the financial information provided from external sources, such as the most recent year IRS tax fillings, Employment Security Wage or Unemployment Benefit Reports, employer generated pay stubs, retirement program documents, or documentation from public or private economic support programs. The form will then be signed by the VR counselor.

SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM

All purchases must follow Federal, State, and IDVR purchasing guidelines.

Purchases require written authorization (purchase order), prior to initiation of the service or the purchase of any equipment.

The responsibility for authorizing services and approving payment of those services must be assigned to separate employees.~~In order to obtain maximum commitment toward his/her rehabilitation program, and to conserve case service funds, each participant is to be encouraged to participate in the cost of any purchased service. Idaho Division of Vocational Rehabilitation (IDVR) will assess an individual's economic need prior to paying for services. There are two categories of services; those based upon economic need and those not based upon economic need (see lists below). For services that are based on economic need, the economic circumstances of the participant's family unit must be assessed and the ability to participate in the cost of rehabilitation services determined, prior to IDVR paying for any of these services. A Financial Needs Assessment (FNA) (Gemini 12) should be completed with the consumer on an annual basis as part of the yearly Individual Plan of Employment (IPE) Review.~~

~~VR staff needs to be aware of and emphasize to participants that substantial services~~

can be provided at no cost. **Remember:** *If a person does not qualify for financial assistance from IDVR, there still can be a variety of substantial services provided by IDVR. Counseling and guidance, as well as coordination of services are substantial and vital services that do not require VR expenditures.*

If the individual does not qualify for financial assistance based upon the economic needs assessment s/he must pay all or part of any service based upon documented economic capacity.

All comparable benefits available to the participant must be utilized. In the case of post-secondary education; a copy of the Student Aid Award Letter Report (SAR) must be in the case record and used as documentation of resources and need *prior to implementation of an IPE.*

GENERAL INSTRUCTIONS

The service delivery team (participant and VR counselor as well as significant others invited to participate by the individual) is responsible for determining the economic need for individual participants. Economic need should be tested, and the FNA form filled out during the assessment period and prior to the development of an (IPE). The following guidelines are to be used:

A. All projected net income and liquid assets of the family unit should be considered. IDVR staff may require documentation of income or liquid assets if needed and as appropriate (copy of IRS 1040, pay stubs, Free Application for Financial Student Aid (FAFSA), SAR, etc.). Retirement accounts are not liquid. However, payments received in retirement, workers compensation payments; disability insurance payments, etc. are considered liquid income. Liquid assets can include:

- b. Money Market Funds
- c. Cash/ Savings/ Checking Accounts
- d. Mutual Funds (not IRAs)
- e. Preferred and Common Stocks
- f. Certificates of Deposit
- g. Treasury Bills
- h. Trust Funds
- i. Permanent Fund Dividend

Workers Compensation,

Purchases will be made consistent with the prevention of discrimination due to race, religion, color, national origin, sex, age, and disability.

- j. ~~Maintenance and Care, or Personal Injury~~ Settlements
- k. Child Support or Alimony
- l. Annual Corporation Dividends
- m. Survivors Benefits
- n. ~~Any~~ other source of liquid assets

- ~~B. The family unit includes the participant, dependents or others who contribute economically to the family unit.~~
- ~~C. A dependent is anyone reported as such to the IRS, or up to age 24 for students in post-secondary education or training, or as determined through the federal student financial assistance program as reported through the FAFSA and noted on the SAR.~~
- ~~D. If the participant is a dependent of the family unit the entire income of the family unit should be considered, or a justifiable reason explained in the case record.~~
- ~~E. If the participant is eligible for any form of Public Assistance—Temporary Assistance for Families in Idaho (TAFI), Aid for the Aged, Blind and Disabled (AABD), Supplemental Security Income (SSI), Dual recipients of SSI and SSDI,—s/he may be considered to qualify for financial assistance based on economic need and be exempt from the mandate to participate in an FNA review.~~
- ~~F. Social Security Disability Insurance (SSDI). Recipients are not required to demonstrate need through an FNA for services.~~
- ~~G. It should be made clear to the participant that it is his/her responsibility to notify the agency any time there is a substantial change that may affect economic need status. An annual review of financial need is to be completed when the IPE is reviewed. A new form is to be completed if there is a substantial change in personal resources or at least every year.~~

~~Instructions for completing the form to determine economic need are as follows:~~

- ~~1. **Monthly Income**—VR counselor and individual should complete the FNA for up to 12 months (depending upon the anticipated length of the services). List the net monthly take home pay (wages) for the participant. Any *consistent monthly payments* coming into the household via other members of the household, such as SSI, SSDI, TAFI must also be listed. VA benefits, unemployment benefits, workman's compensation, retirement, private disability, child support, etc. must also be documented. (On the FNA Gemini 12 form, circle types of income and write in monthly amounts. Add all amounts together to get Monthly Income).~~
- ~~2. **Available Resources**—These are items that have cash or loan value that can be used toward the rehabilitation plan. Examples of such resources include: savings, stocks and bonds, IRA's investment real estate, second homes, recreational vehicles (snowmobiles, campers, four-wheelers) investment items (jewelry, guns, art) additional cars not required for the participant or other specific members of the household in order to sustain~~

~~employment. When totaling up these available resources, IDVR will allow a \$5000 exclusion. Add all Available Resources, subtract the \$5000 exclusion and then divide the remainder by the number of months in plan. Add this amount to the "Monthly Income" above to get the "Total Monthly Income". (If the number with exclusion is less than 0, put 0.)~~

~~3. **Monthly Expenses**—Housing (actual cost) including mortgage, rent trailer space, taxes and insurance for primary residence. Utilities (actual cost within the range of \$100-\$300 per month) including heat, electricity, sewer, trash, water, phone, (cell phone if *only* phone). If the individual's estimated utility costs are higher than outlined above, the VR counselor should ask for receipts for documentation. *Remember* to always subtract any energy assistance subsidy that may be available. Food (actual cost, up to \$150 for one person, with \$100 for each additional person) includes non-food grocery items. If participant's costs are higher because of a special diet prescribed by a doctor, or other reason, the VRC should ask for documentation and receipts. *Remember* to always subtract food stamps/subsidy amount. Miscellaneous expenses including gas, bus tickets, car payments, insurance, medications, medical expenses, clothing, child support, credit cards must also be calculated into "Monthly Expenses". *Remember* to calculate *only the minimum monthly payment* required for credit card obligations. Do not calculate the total amount owed for credit cards or other expenses unless those amounts must be paid during the time period established for the rehabilitation plan. *Remember that the taxpayer should not subsidize "choice item" costs*, so don't list them as allowable expenses on the FNA. Examples include: second homes, boats, recreational vehicles, tithing, music lessons, animals, cell phones (if not primary telephone) cable TV, etc.~~

~~4. **Total Monthly Budget Surplus or Deficit**—After calculating the total income, and total allowable expenses monthly, subtract the expenses from the income. The result will reflect the "Total Monthly Budget Surplus or Deficit".~~

~~If the participant has excess or additional resources after subtracting the deductions from the total resources, s/he must apply the excess resources to the cost of the IPE before any financial assistance for services based upon economic need can be provided by IDVR. If no resources are available after this calculation the participant does qualify for financial assistance.~~

~~**If** the participant qualifies for financial assistance any service can be paid for by IDVR, as appropriate, utilizing all available comparable benefits.~~

~~H. Comparable benefits should be used to the maximum extent whether the participant qualifies for financial assistance or not. (See Sections 1.4.1/ or 11.1 for definition).~~

~~If the participant does not qualify for financial assistance the amount that is available must be applied toward the costs of the IPE. When these payments are made is open to negotiation. For example: If a~~

participant has \$2000 available it is reasonable for the individual to pay for an expense over time, such as transportation or books/supplies while IDVR pays for tuition during the same time period. If, however, the participant has a small amount available, it is reasonable to expect the individual to pay the entire cost of some items at the beginning of the plan, such as books or tuition for one semester. ~~It is expected that payment is made by the individual to the vendor directly. IDVR may request a receipt as appropriate. The negotiated method and time frame for contribution of their share of the costs can and should be spelled out on the IPE.~~

~~If a participant has a significant amount available, such that IDVR is not paying for any of the services, the participant can still be served through assessment for eligibility and rehabilitation needs, counseling and guidance, coordination of services and job development/placement.~~

~~Services not Based on Economic Need (do not require FNA justification)~~

~~The following services may be provided without considering economic need:~~

- ~~A. Counseling, guidance and referral.~~
- ~~B. Diagnostic and related services to determine eligibility and services necessary to determine the nature and scope of the IPE.~~
- ~~C. On-the-job training.~~
- ~~D. Community assessment and work adjustment.~~
- ~~E. Job site development and placement and follow-along.~~
- ~~F. Assistive Technology Services.~~
- ~~G. Community Supported Employment (CSE).~~
- ~~H. Interpreters, Personal Care Services, Reader Services.~~

~~Services Based on Economic Need (do require FNA justification)~~

~~The following services may not be provided until economic need has been determined. If the participant does not qualify as having an economic need, these services cannot be authorized until their portion of the service is paid. If these services are developed as part of an IPE, the participant and/or family must pay them to the extent of their available resources, or use a comparable benefit.~~

- ~~A. All training (except OJT)~~
- ~~B. Maintenance (including clothing)~~
- ~~C. Transportation~~

~~D. Books and training supplies~~

~~E. Tools, equipment (including computers) and supplies~~

~~F. Physical or mental restoration services~~

~~G. Initial stock and supplies for self-employment~~

~~H. Assistive Technology Services (including home and vehicle modification—See Section 12.4.2 & 12.14.4)~~

~~I. Medical care for an acute condition (inter-current illness)~~

~~J. Services to family members~~

~~K. Occupational licenses~~

~~L. Any other goods or services~~

PURPOSE OF FNA: ~~To determine the level of financial participation the individual will be able to assume in his/her IPE. In addition, the assessment is used as a:~~

- ~~• Counseling Tool~~
- ~~• Effective resource utilization~~
- ~~• Career planning~~
- ~~• Consistency of service provision statewide~~
- ~~• Counselor/participant accountability~~

~~The FNA can be used as a counseling tool for all participants:~~

- ~~• For counseling related to the participant's level of debt and money management skills.~~
- ~~• eg. Should the participant be referred to professional consumer credit counseling agency?~~

- ~~• For career planning to determine the individual's current financial status, and ability to participate in rehab plan.~~
- ~~• eg. Does the participant need to go to work immediately? Can the individual afford to attend a one, two or four year training program? How will the participant and family survive economically while attending training program?~~

- ~~To determine the individual's economic needs, then seeking employment with wage that will meet those needs.~~
- ~~eg. What hourly wage does the participant need to earn? Does the participant need to work 40 hours per week or less? Does the participant need to purchase health insurance?~~

- ~~To determine the amount of individual's participation in paying for the costs of the rehabilitation plan. The individual needs to be encouraged to participate financially in the rehabilitation plan. Regardless of whether the participant has a budget surplus or deficit, ask how much the participant can contribute financially to the cost of rehabilitation plan. The individual needs to be vested in and committed to the success of his/her rehabilitation plan.~~

- ~~Financial participation by family members should always be encouraged when developing an IPE. The family's income needs to be included on the FNA for individuals under the age of 18 years, claimed as a dependent on income tax, or are under legal guardianship. Married participants need to include their spouse's income on the FNA. If extended family member expenses are included in the FNA, then their income must also be included.~~

~~SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM~~

~~**NOTE:** Before discussing expenditure of Title I and State Funds for VR-eligible participants, it is necessary to emphasize two areas where the participant must demonstrate compliance with federal law. First the consumer must file federal income taxes if s/he is delinquent in payment of appropriately assessed federal/state taxes due. The consumer must provide to the VR agency a document confirming an agreement with the IRS regarding the payback process. Secondly if an 18-year-old male citizen refuses to register under federal selective service requirements, he must register prior to his 26th birthday in order to meet the restrictions established under federal regulations. If he fails to demonstrate "maximum effort" during that time period, he is not eligible to receive funds under Title I. No-cost services, however, may be provided if appropriate. The individual who has violated selective service law does have recourse. He may appeal this decision through the due process procedures established in section 102(e) of the Act and 34 CFR 361.57 of VR regulations. This appeal will require a decision by the federal agency (e.g. US Department of Education, etc) that enacted the denial.~~

The Rehabilitation Act of 1973, as amended, and ~~it's~~ sits implementing regulations mandate procedures in the provision of services and methods of procurement. ~~Individuals~~ Customers with a disability served through the vocational rehabilitation program must be actively involved in choosing the vocational rehabilitation services they receive and the entities providing those services.

~~Procurement authority is granted to VR counselors by the Chief of Field Services with the recommendation of their Regional Manager following a period of training and probation.~~

Consistent with procurement guidelines, a VR counselor cannot obligate Idaho Division of Vocational Rehabilitation (IDVR) to services that exceed his/her procurement authority. An Individual Plan ~~ef~~ for Employment (IPE) that will include a service generating an Authorization for Case Service (ACS) over \$~~5000~~ 5,000 will require the Regional Manager's written approval ~~on~~ of the IPE prior to the plan being approved. The ~~rehabilitation~~ VR counselor will inform the ~~participant~~ customer that the plan is pending approval during this process. An ACS purchase cannot be fragmented into multiple ACS's as a way to circumvent this approval.

All purchases in excess of \$5,000 shall be reviewed and recommended by the Regional Manager.

NOTE: *Case service expenditures require written authorization prior to the initiation of the service or the purchase of any equipment. Oral authorizations are permitted in emergency situations by the Regional Manager or designee, but must be confirmed promptly in writing and forwarded to the provider. Authorizations These authorizations are to be issued within three (3) business days of the beginning of the service.*

The following principles shall guide ~~participant~~customer purchases:

~~A.~~

A. The IPE is the primary document that determines the scope, duration and provider of services. The ~~individual~~customer with a disability must agree to the terms and conditions of the IPE prior to services being provided.

~~B.~~

B. VR counselors are required to determine the rehabilitation needs of the ~~individual~~customer first, and then determine the provider and the procurement method. Costs, availability, success ~~and~~, experience providing the service, and ~~participant~~customer research, are characteristics that guide the choice of the provider.

~~C.~~ ~~C.~~ The method of procurement is also determined in partnership with the ~~individual~~customer. The ~~agency~~Agency prefers that a state Authorization for Case Services (ACS) be provided to the selected vendor, with an invoice from the vendor documenting the service provision. Other methods are available, given the informed choice of the ~~individual~~customer, including reimbursement.

~~D.~~

D. The provision of services must be consistent with the unique strengths, resources, priorities, concerns, abilities, capabilities, and informed choice of the ~~individual~~customer.

~~E.~~

E. All purchased services that are evaluative and restorative shall be authorized prior to the provision of services. The ~~agency~~Agency will reimburse providers of medical services (both medical and psychological) based upon usual and customary fees for their area of specialization or based upon payment caps that have been imposed for specific services (Review Payment Policy – Section 12.2). Providers will be reimbursed at this rate independent of the ~~participant~~customer attending the scheduled appointment.

~~F.~~

F. Staff will ensure fair and equitable treatment of all persons doing business with the Division.

~~G.~~

G. Purchases will be made consistent with the elimination and prevention of discrimination due to race, religion, color, national origin, sex, age, and disability.

~~H.~~ ~~The responsibility for authorizing services and approving payment of those services must be assigned to separate employees. In small, sub-offices offices this control may be waived.~~

~~I.~~

H. The responsibility for authorizing services and approving payment of these services must be assigned to separate employees.

I. The record of ~~services~~service of the ~~individual~~customer shall contain necessary evidence and documentation of adherence to these principles.

~~J.~~

Regional ~~Managers~~managers are the Division's field service procurement liaisons and are responsible to ensure that staff have necessary training.

J.

SECTION 10.0 INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)

10.1 Options for Developing the IPE

The eligible individualcustomer or, as appropriate, the individual'scustomer's representative may develop all or part of the IPE:

~~A.~~

A. Without the assistance from Idaho Division of Vocational Rehabilitation (IDVR) or any other entity

OR

~~B.~~ B. With assistance from:

a. ~~a.~~ A qualified vocational rehabilitation counselor employed by IDVR

b. ~~b.~~ A qualified vocational rehabilitation counselor who is not employed by IDVR

c. ~~c.~~ Other resources

IDVR will not pay for IPE development services from other providers. IPE development must be completed on IDVR forms.

The IPE must be agreed to and signed by the individualcustomer or, as appropriate, the individual'scustomer's representative, the VR counselor and, when required, the IDVR Regional Manager ~~;~~

~~A counseling relationship or designee. An IPE is considered approved and partnership is developed between the VR counselor and the eligible individual, where options are explored and where implications of decisions are identified. It is within this partnership that the VR counselor provides support tailored to the needs of the individual, as identified in the assessment process, so s/he may make informed choices that result in successful employment. In the development of the IPE, the individual will be encouraged to make decisions based upon relevant information available. In addition, the responsibility to make decisions based upon related laws, regulations and public policy is also a requirement of the partnership between the VR counselor and the individual with a disability. services initiated only after all required signatures have been obtained.~~

~~Individuals~~

A comprehensive assessment must be completed in developing the IPE as described in section 7.2.

Customers must receive the supports that will assist them in making informed choices. ~~This is especially important for individuals with cognitive or other disabilities who require assistance in exercising informed choice.~~

~~Individuals~~

Customers shall promptly receive a copy of their initial IPE and any subsequent revisions IPEs. Copies shall be provided in the native language of the individualcustomer or through appropriate modes of communication ~~;~~ if appropriate.

The record of services must support the selection of the specific employment outcome, the objectives of the IPE and the selection of providers of services. ~~VR~~All goods and services, except assessment services, may only be provided in accordance with ~~the~~ IPE.

~~It is imperative that~~ An IPE can support one of the individual fully understand that five following employment means outcomes:

- a. ~~Entering or retaining full-time, or if appropriate, part-time competitive~~
1. Competitive employment in the integrated labor market, ~~including self-~~
 2. Self-employment
 3. Homemaker
 4. Unpaid family worker
 5. Integrated employment, telecommuting or small business ownership, with supports
- b. ~~Community-Supported Employment (CSE).~~

IDVR must:

- a. ~~_____~~
1. Reinforce the ultimate purpose of the IPE: To assist the individual customer to prepare for, secure, retain, or regain employment.
b. ~~_____~~
 2. Insure that the individual customer fully understands that ~~s~~she/he must participate as an active ~~-~~and cooperative partner in the identification and selection ~~of an~~, through informed choice, of a vocational ~~choice with~~ goal, having a reasonable expectation for marketable success.
c. ~~_____~~
 3. Insure that the individual customer fully commits to participate in the implementation and completion of the IPE.

10.2 Developing the Vocational Goal:

In selecting a vocational goal, it is important that the customer is actively involved in all phases of this development. Much research has been done to substantiate that the successful outcome of vocational rehabilitation increases when the customer is involved in every phase of the vocational planning. Vocational planning is built around vocational exploration, understanding the customer's medical and work history, his/her perception of disability, social habits, functional limitations, inherent aptitudes and transferable skills, vocational exploration through vocational evaluation, training options, and labor market research. The customer will explore the relationship of vocational objectives around his or her personal capabilities, interest, and situations and then attempt to understand the way these different factors impact and influence vocational potential. This information then helps the customer to develop the steps to a solid rehabilitation plan and provides tools for the customer to assess his/her current state of mind and to encourage positive self-initiated resolutions.

10.23 Ticket ~~To~~ Work

~~—~~When a customer has a Ticket to Work through SSA and an approved VR IPE, their ticket is automatically assigned to IDVR, unless the ticket is already assigned to another employment network (EN). If the customer has a ticket assigned to another EN prior to IDVR involvement, the customer will be requested to reassign the ticket to IDVR. If the customer does not reassign

their ticket, IDVR will need a copy of the work plan from the EN that the ticket was assigned to, to ensure that no service overlap occurs. It is the customer's responsibility to provide the ticket work plan.

An Agency verification program has been implemented that informs Maximus of all SSA recipients who have been placed into an initial IPE. If a recipient has been assigned a ticket by SSA, Maximus will designate the ticket as "in usage" at the time of notification by the ~~agency-~~ Agency.

The VR counselor should always inform the SSA recipient that the choice to participate in an active IPE program will restrict any option to assign the ticket to other employment networks (ENs) while participating in the VR program.

At closure, the VR counselor is not required to contact Maximus. ~~An agency~~ Agency verification program has been designed to inform Maximus of case closure. This notification will re-activate the ticket for further engagement if desired by the ~~client-~~ customer.

At successful closure, it is highly recommended that ~~the~~ a VR counselor provide a list of ENs who ~~are~~ is capable of initiating follow-along services such as "Phase 2" and or "Monthly Outcome Payment" services. By referring the ~~client-~~ customer who is earning at Substantial Gainful Activity (SGA) level at closure to an EN, the probability of agency reimbursement at the completion of nine months of employment will be increased significantly.

~~10.3 Annual Review~~

~~The IPE must be reviewed annually by a qualified VR counselor and the individual to assess the eligible individual's progress in achieving the identified employment outcome.~~

10.4 The IPE must include the following:

~~A-~~

A. Using the information from the Comprehensive Assessment (Section 7.2) the VR counselor and ~~individual-~~ customer must determine a specific employment outcome consistent with the ~~individual's-~~ customer's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice. In concert with the ~~individual-~~ customer, the VR counselor must conduct a thorough market analysis to include job outlook and the ~~individual's-~~ customer's economic expectations and needs. ~~The goal is for the individual to become self-sufficient and self-supporting, if possible and the provision of~~ planned ~~Planned~~ services on the IPE should only entail those required to achieve the ~~targeted-~~ vocational goal.

~~B-~~

B. The specific rehabilitation services needed to achieve the employment outcome, along with the projected dates for initiation and anticipated duration of each service, including:
a. _____

- a. As appropriate, assistive technology devices, assistive technology services and personal assistance services including training in the management of those services;
- ~~b. _____~~
- b. As provided in the most integrated setting that is appropriate for the services and is consistent with the informed choice of the eligible ~~individual;~~ customer;
- ~~c. _____~~
- c. Timelines for the achievement of the employment outcome and for the initiation of services;
- ~~d. _____~~
- d. A description of the entity or entities chosen by the eligible ~~individual~~customer or, as appropriate, the ~~individual's~~customer's representative that will provide the vocational rehabilitation services and the methods to procure those services;
- ~~e. _____~~
- e. A description of the criteria ("Plan Documentation") that will be used to evaluate progress toward achievement of the employment outcome;
- ~~f. _____~~
- f. The terms and conditions of the IPE, will include information describing the responsibilities of IDVR and the ~~individual~~customer to achieve the employment outcome;
- ~~g. _____~~
- g. The extent of the ~~individual's~~customer's participation in paying for the costs of services;
- ~~h. _____~~
- h. The ~~individual~~customer is required to apply for and secure comparable services and benefits when available. The responsibilities of other comparable service and benefit entities will be listed on the IPE;
- ~~i. _____~~
- i. As necessary, the expected need for post-employment services prior to the point of successful closure (Review Post-Employment ~~—~~ Section 12.~~13~~;
14).
- ~~j. _____~~
- j. A description of the terms, conditions, and duration of the provision of post-employment services;
- ~~k. _____~~
- k. If appropriate, a statement of how post-employment services will be provided or arranged through other entities as the result of arrangements made pursuant to comparable services or benefits;

~~l. _____~~

1. Supported Employment — for ~~individuals~~customers with the most severe disabilities for whom a vocational objective of supported employment has been determined appropriate, the following must be addressed:

~~i.~~ a

- A description of time-limited services to be provided by IDVR not to exceed eighteen (18) months in duration, unless under special circumstances, the eligible ~~individual~~customer and the VR counselor jointly agree to extend the time to achieve the employment outcome;

~~ii.~~ a

- A description of an identified source of funding for the extended services needed (long-term support). If it is not possible to identify the source of such funding, a statement that there is a reasonable expectation that extended services will be available. *Extended services are provided by a State agency, a private ~~nonprofit~~non-profit organization, employer, or other appropriate resource, from funds other than IDVR.*

~~iii. a description that the employment is competitive and available in an integrated setting. Verification of a “minimum wage” (State of Idaho Minimum Hourly Wage) must be documented.~~

~~m.~~

m. In developing an IPE for a transition student with a disability, the IPE shall be prepared in coordination with the appropriate educational agency and will consider the student’s Individual ~~Educational~~Education Plan (IEP) if one exists;

~~n. The current IPE will be reviewed with the individual as often as necessary but at least annually to assess the individual’s progress in meeting the objectives on the IPE.~~

~~o.~~

n. Completion of the IPE for all School-Work transition ~~participants~~customers, *before they exit the school system.*

NOTE: *Because of the capability of the ~~Gemini~~ Case Management tool, with the ability to clone plans, write new plans, edit features and delete completed services, there will be only **one active plan**, which is the current plan with all current services reflected on it. When the current plan is signed and approved by the ~~individual~~customer and approving authority (counselor or supervisor) all previous plans will become void ~~and only the signature pages of those previous plans should be retained in the hard copy file.~~*

10.4.1—Implementation of the IPE

Assurance

The VR counselor should ensure that the IPE is developed and implemented in a timely manner, within ~~6~~four (4) months of the eligibility decision. *An exception may be made and must be documented in a case note, on or before the plan due date if this timeframe will be exceeded due to the needs of the ~~individual participant~~customer.* Documentation should include

~~participant~~customer readiness, availability, inability to complete a comprehensive assessment, as well as unforeseen delays outside the control of ~~implement~~ the individual, VR counselor, or Regional Manager IPE (i.e. legal, family, medical, transportation, and housing issues) and the anticipated time frame for resolution of factors delaying IPE implementation.

10.5 ~~Plan Features~~ Annual Review

The IPE must be reviewed annually by a qualified VR counselor and the customer to assess the eligible customer's progress in **Gemini** achieving the identified employment outcome. An approved plan amendment would replace an annual review.

10.6 IPE Electronic Case Management Functions

New Plan: ~~A new plan~~The "New Plan" option is ~~completed~~utilized when completing an ~~original~~initial plan ~~is initiated~~ or when the overall nature of the IPE is changed. This would occur when a new vocational goal is chosen and there are major changes in the planned services. Any time a new vocational goal is chosen, a new comprehensive assessment case note must be completed that supports the new vocational goal. Remember: with the development of a new plan, the VR counselor and ~~participant~~customer will need to include all needed services and complete ~~all~~the pertinent comparable benefit documentation outlined in Section 11.30.

Clone: The clone feature is to be used when the basic nature of the plan is going to remain the same. This feature brings forward a full copy of the previous IPE and allows the VR counselor and ~~participant~~customer to add new services. New services will be given new service numbers when they are added to the clone. It is important to add new services before deleting previous services from the plan that have been completed or expired. This keeps service numbersnumber 1-2-3... in numerical order and allows for subsequent services to be numbered appropriately. Justification for the new services must be documented in the comments section of the Plan sub-page. *If the goal is changed without the need to modify services, the IPE can be cloned.* Change the goal and update the comprehensive assessment in a case note to justify vocational change. When adding new or expanded services to a clone, *always update the justification in the "documentation" box.* It is not necessary to clone the plan each time the price of a service outlined on a plan increases. This can be accommodated through the authorization showing the increased costs.

~~**Edit:**—The edit function may only be used to change a vendor or to edit the documentation on a previously signed and approved plan. The edit function is not to be used to add a new service to an existing plan. The edit function may be used prior to closure to insure that the employment outcome on the last plan is in the same or related field as the employment outcome at closure since this is a federal requirement. When editing the employment outcome, it is essential that the VR counselor document how the substantial services provided on the edited IPE support the final employment outcome and that the participant fully agree with the modified goal. All VR counselors and support staff can edit plans since edits do not require signatures.~~

SUMMARY:

~~**NEW Plan:** is always implemented for a new vocational goal when major changes in services are necessary.~~

~~**CLONED Plan:** is implemented when new services are added or additional services are needed to fulfill the objectives of a previous plan. A clone may also be implemented when the vocational goal is modified without changing the planned services.~~

~~**EDIT:** is used to change a vendor or edit the documentation on a previously signed and approved plan.~~

Edit: There are limited circumstances when editing an IPE is allowed. When editing an IPE, a VR counselor, who meets CSPD standards, must document in a case note the customer's agreement with the edit of the IPE. The only two situations where an IPE can be edited are:

1. Changing the provider of a service

Generic services can be edited on an IPE, with customer agreement, without a customer's signature, prior to the initiation to that service. Non-generic services cannot be edited. No service may be added to the IPE through the edit process.

- a. Generic services – Tutoring, computer equipment / software, auto repairs, books, transportation, community rehabilitation services, child care, clothing, academic testing, dental work, dialysis, driver's training, eye glasses, functional capacity evaluation, GED, hearing aids, information referral services, insurance, kidney related services, lab work, licensure, maintenance, medication, vocational adjustment, tools and equipment, supplies, and x-rays.
- b. Non-generic services – Medical examination, diagnostic examinations, case management, post-secondary education, medical records, counseling and guidance, treatment, evaluation, hospitalization, interpreter services, education and evaluation, therapy, OJT, other services, personal assistant services, psychological consultation, prosthetics / orthotics, rehabilitation technology, rehab engineering, self-employment technical assistance, surgery, transition planning, and vocational evaluation.

2. Changing the cost of a service

The cost of services on the IPE can be edited if the cost increase is 10% or less for that particular service.

Plan Approval Authority:

VR counselors ~~1 and 2~~ who ~~have do not been given permission to sign their own plans~~ meet CSPD will continue to require Regional Managers (RM) approval for all plans. RMs can, at their discretion, delegate this function to an Assistant Regional Manager (ARM) or other senior counselors at a level 2 or 3.

~~10.6 “4x 4” Service Policy:~~

~~Revisions shall be completed when a significant change occurs in the IPE. Revised IPEs (clones or new plans) shall be in writing and shall not take effect until agreed to and signed by the individual. The IPE is amended as necessary by the individual and the VR counselor if there is a substantial change in the employment outcome, VR services or providers of VR services. Amendments are not necessary, however, under the following very limited and specific circumstances:~~

- ~~1. The additional service must not exceed \$400.~~
- ~~2. The additional service must not exceed four months in duration.~~
- ~~3. The employment goal must remain the same as on the previously written plan.~~
- ~~4. The additional service will be provided on a one-time basis per case. This restriction is intended to prevent the ongoing provision of a specific service, e.g., transportation, beyond the four-month time limit or \$400 maximum allowance.~~
- ~~5. It is imperative that a Case Note be completed to document that the individual is in full agreement with the provision of the additional service provided by this protocol in order to show full awareness and agreement by the individual~~

~~**Note:** VR counselors who currently do not have permission to sign plans will be exempt from participating in this protocol.~~

~~**Annual Review:** Upon completion of annual review with customer, the VR counselor must complete annual review function in Case Management System.~~

~~Through the implementation of this policy, the VR counselor can continue to provide services in a seamless manner without having to interrupt a program by preparing and implementing an IPE for services with a minimal associated cost that are intended to support an ongoing vocational goal.~~

SECTION 11.0 COMPARABLE SERVICES AND BENEFITS

11.1 Comparable Services and Benefits

Each eligible individual customer will be required to review/identify, with the VR counselor, all potential comparable benefits that may be available prior to/during the development of the Individual Plan of Employment (IPE). If comparable benefits and services are available, they MUST are required to be utilized, to meet, in whole or in part, the cost of vocational rehabilitation services. Comparable benefits and services should be utilized before Idaho Division of Vocational Rehabilitation (IDVR) agency funds are expended.

The definition

Provision of Comparable Benefits and Services is any benefit:

1. If comparable services or service that exists/benefits exist under any other program that is and are available to the participant during the duration of the IPE and which can be directly applied customer at the time needed to ensure the individual's progress of the customer toward the achievement of/achieving the employment outcome in the customer's IPE, the designated State unit must use those comparable services or benefits to meet, in whole or part, the costs of the vocational rehabilitation services.
Federal regulations require that VR and the participant must utilize all
2. If comparable services or benefits or services. This means that the individual must apply for/exist under any comparable benefit or service that could be other program, but are not available during to the customer at the time sequence outlined needed to ensure the progress of the customer toward achieving the employment outcome in the customer's IPE, the designated State unit must provide vocational rehabilitation services until those comparable services and benefits become available.

The utilization of comparable services and benefits does not apply in the following situations:

A.

- A. If the determination of the availability would delay the provision of vocational rehabilitation to any individual customer who is at extreme medical risk. A determination of extreme medical risk shall be based upon medical documentation provided by an appropriate licensed medical professional and means a risk of substantially increasing functional impairment or risk of death if medical services are not provided expeditiously. It is strongly recommended that such cases receive medical consultation review whenever possible.

B.

- B. If an immediate job placement would be lost due to a delay in the provision of comparable benefits.

11.2 Comparable/Exempt Services and Benefits Exceptions

The following categories of service are exceptions/exempt to the requirement that comparable services and benefits be utilized:

A. _____

- A. Medical, psychological or other examination to determine eligibility.

B.

- B. IDVR counseling, guidance, information and referral, and IDVR [job related services including: job search and placement services, assistance, job retention services, follow-up services, and follow along services.](#)
- ~~C. _____~~
- C. Evaluation of vocational rehabilitation potential.
- ~~D. _____~~
- D. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices ~~(see Section 12.14 for exceptions).~~
- ~~E. _____~~
- E. Post-employment services that are outlined through A-D.

11.3 Timeliness of Comparable Benefits

If a comparable benefit exists, but is not available to the ~~individual~~[customer](#) at the time needed to satisfy the rehabilitation objectives on the IPE due to no delay on the part of the eligible participant in seeking such benefits, IDVR may provide services until the comparable benefits become available. ~~For example: In a post-secondary education plan, IDVR may provide up to \$1650 of the first semester costs based upon the fact that a Pell Grant has yet to be determined in spite of appropriate Financial Assistance (FAFSA) preparation conducted in advance by the individual. Appropriate preparation in advance is defined as the completion of the application process for financial assistance far enough in advance to merit an eligibility/ineligibility decision prior to the onset of the desired training program.~~

~~The participant must complete the financial aid process and receive a financial aid award or denial letter before the first day of classes at the selected school. It is incumbent upon the VR counselor to inform the prospective student of this financial aid process and VR requirement. The VR counselor should always encourage and counsel the participant to complete the financial aid application as early as possible in order to comply with this policy. Subsequent semester costs will only be authorized upon receipt and consideration of the full FAFSA award(s). When IDVR provides first semester tuition prior to a grant award, approval must be procured at the Field Services Manager (Zone) level and documented on the IPE before services are established and authorizations issued. If available, a copy of the financial award or denial letter should always be placed in the individual's file before any authorizations are issued. As noted above, when the financial aid determination has been delayed or funding has not arrived at the institution, IDVR may fund that semester up to the amount noted in this section.~~

~~When this exception occurs it will be necessary for the counselor to document in the IPE the participant's obligation to reimburse the agency once financial aid is received. It is incumbent upon the counselor to closely monitor the receipt of the participant's Pell grant to secure reimbursed funds. The participant must understand that assistance with subsequent semesters will be dependant upon reimbursing the agency following receipt of the participant's financial award.~~

~~IDVR cannot pay for training costs unless maximum effort by the participant has been made to secure the following applicable grant assistance: Pell Grant, Supplemental Educational Opportunity Grant (SEOG), State Incentive Grant (SSIG), Leveraging~~

Educational Assistance Partnership Grant (LEAP), and other grants.

NOTE: ~~The individual must make repayment arrangements if s/he has previously defaulted on a loan and owes a refund on a grant before IDVR will support a training program in which financial aid is available to all eligible students.~~

SECTION 12.0 VOCATIONAL REHABILITATION SERVICES

12.1 ~~Guiding Principles~~ Timeliness

The VR Counselor and customer require adequate time to accomplish all steps in the VR process to reach a determination and approval of **Informed Choice**—an agreed upon feasible employment goal. VR services, other than assessment services, are initiated when the steps to this process have been completed and a plan is in place. Sufficient time must be allowed for the completion of a comprehensive assessment prior to implementation of IPE services.

~~A. All people with disabilities can achieve competitive, high quality employment in an integrated setting and can live full productive lives.~~

~~B. People with disabilities often experience major barriers related to the low expectations of, and misunderstandings toward, people with disabilities that exists within society, within the persons with disabilities themselves, and sometimes, within our own rehabilitation system.~~

~~C. People with disabilities should have responsibility and accountability to make their own choices about their lives; the kind of employment they want to pursue, who they want to provide services for them as well as the kind of services they need.~~

~~D. The primary purpose and role of the public rehabilitation system is to empower individuals with disabilities by providing them with information, education, training, and confidence, in order that they will make the right choices responsibly if appropriately informed. It is also the purpose of the public rehabilitation system to support those choices when they are based upon reasonable and verifiable premises.~~

~~E. The most effective rehabilitation occurs when there are true partnerships between the federal and state partners, state agency providers, community providers and employers, the disability community, all other partners, and the consumer.~~

~~The ultimate goal is to provide participants with skills, tools and information to aid in their vocational discovery process and to initiate informed choices when creating their Individual Plan for Employment (IPE) with the Vocational Rehabilitation Counselor (VRC).~~

~~Many tools exist to assist the participant and the counselor to identify inherent strengths, interest, aptitudes and transferable skills such as:~~

~~A. Comprehensive Guidance and Counseling provided by the agency.~~

~~B. Job Seeking Skills workshops offered by the Department of Commerce and Labor or Community Rehabilitation Programs (CRPs).~~

~~C. Vocational Evaluations provided by CRPs either “in-house or within the community.~~

~~D. Community Based “job shadowing” experiences within the community.~~

~~E. Career Interest Survey (CIS) studies as well as other computerized programs.~~

Developing the Vocational Goal:

Post-Secondary Training (PST) and other IPE services are VR services that are provided when it is required for a VR customer to become a competitive applicant for an approved IPE goal. If an applicant for VR services expresses an interest in a vocational goal that requires Post-Secondary Training and the VR applicant is either already enrolled or desires to start a PST program within six (6) months of application, IDVR reserves the right to assert that six (6) months or less may not be adequate to complete the process described above.

~~In selecting a vocational goal, it is important that the participant is actively involved in all phases of this development. Much research has been done to substantiate that the successful outcome of vocational rehabilitation increases when the participant is involved in every phase of the vocational planning. Vocational planning is built around vocational exploration, understanding the participant's medical and work history, his/her perception of disability, social habits, functional limitations, inherent aptitudes and transferable skills, vocational exploration through vocational evaluation, training options, and labor market research. The participant will explore the relationship of vocational objectives around his or her personal capabilities, interest, and situations and then attempt to understand the way these different factors impact and influence vocational potential. This information then helps the participant to develop the steps to a solid rehabilitation plan, and provides tools for the participant to assess his/her current state of mind and to encourage positive self-initiated resolutions.~~

12.2 Agency Payment Policy

NOTE: Many of the services listed below include *maximum agency contributions*. This section outlines in detail the payment policy of Idaho Division of Vocational Rehabilitation (IDVR) in regard to specific services. It is the policy of IDVR to pay usual, customary and reasonable charges for services provided to its ~~participants~~customers by providers of goods and services except for the following list. An "Exception Policy" ~~clause~~to the payment policy is ~~attached~~included at the ~~completion~~end of this ~~list~~sub section, explaining that the payment caps established may, on occasion, be exceeded ~~for geographical or other considerations~~.

. It is important to emphasize that IDVR is not obligated to pay the total cost of services required to ensure that a ~~participant~~customer achieves an employment outcome. ~~The individual is always strongly encouraged as well as responsible for the pursuit~~When appropriate, customers are required to utilize Comparable Benefits and ~~identification of comparable benefits~~Services (Section 11.0). Personal participation in the payment of some portion of the costs of a vocational plan may be required based upon the particular service selected as well as the identification of personal resources that could be applied toward the cost of the targeted ~~services~~service.

Rates of Payment:

These fees are established in accordance with ~~federal~~Federal guidelines that permit an agency to establish fee limits for services designed to ensure a reasonable cost to the program for each service.

Whenever possible~~appropriate~~, a competitive process will be used to achieve a reasonable price. Idaho is a low bid State; therefore, the lowest bid, meeting specifications, will then be the maximum amount IDVR will contribute to the purchase of goods or services. The Payment Policy will determine the maximum that IDVR will contribute to the purchase. For items not included in the payment policy, the usual, customary and reasonable rate will be used for the service, not to exceed the rate charged other public agencies. The ~~services~~services that will meet the ~~individual's~~customer's need at the least cost to IDVR shall be the service purchased.

All decisions on cases, including fee for services, are determined on an individual case basis. The ~~individual~~customer may choose his or her preferred vendor, but if ~~s/he~~the client chooses a product or ~~vendor~~vendor that exceeds the maximum rate of payment established by the Payment Policy, the ~~participant~~customer will be responsible for the excess amount.

Exceptions to Usual, Customary and Reasonable Charges:

When training is being proposed for IDVR Payment Rates:

- 1. Post-Secondary Training:** IDVR provides financial assistance for Post Secondary Training. Listed below are maximum assistance allowances to apply toward all training and educational programs including college, university, vocational-technical, truck driving, cosmetology, business school, computer training, commercial pilot training, etc.

The established percentage support applies to ALL tuition and fees including any associated health insurance fees.

- 1. Pell Grant / Financial Aid:** Any customer planning on attending an institution that is eligible for **PELL**
 - a. Pell Grant funding,** ~~the individual~~ must complete the ~~requisite~~Free Application for Federal Student Aid (FAFSA) application ~~documents~~ and receive a ~~determination decision~~an award or denial letter prior to any IDVR financial participation. ~~Exceptions to this policy must be approved and reviewed by the Field Services Manager (Zone).~~All PELL grant proceeds must be applied first toward tuition and book expenses before IDVR assistance is provided.

Any non-merit grants or scholarships must also be applied to tuition, fees and books before IDVR assistance is applied.

A merit scholarship, based on academic standing or achievement, can be utilized at the student's discretion.

Student loans, including Federal student loans, can be utilized at the student's discretion.

2. ~~In IDVR reserves the right to adhere to the same payment/aid standards used at the state/federal level (PELL and all other grants as well as Medicaid and Medicare payment standards).~~

3. ~~Idaho public in-state~~ situations where a comparable and accessible Pell Grant and non-Pell Grant supported programs co-exist, IDVR requires utilization of the Pell Grant supported program.

An exception for IDVR financial support to a non-Pell Grant supported program (when a comparable Pell Grant supported program exists) can be granted after review and approval by the Regional Manager if the student can show extenuating circumstances and/or other very strong rationale for attending the non-Pell Grant supported program.

b. Tuition: IDVR will pay up to 90% of the total tuition and fees of any Idaho Public Post-Secondary Institution.

For customer's choosing out of the state or private institutions IDVR will pay up to 90% of the tuition and fees up to 90% of the highest Idaho Public Post-Secondary Institution offering the same program.

c. Out-Of-State Education and Training: Public and private post secondary institutions including colleges, ~~vocational technical schools,~~ universities, vocational technical schools, and other educational and training institutions outside the State of Idaho (see 12.5).

Normally IDVR financial participation will be limited to equivalent rates established for in state education and training ~~Institutions' education expenses (fees and tuition, including health insurance fees) are established as follows:~~ with the following exceptions;

~~Maximum:~~

~~\$1650 per semester x 2 per year (\$3300 max per federal fiscal year)~~

~~\$1100 per quarter x 3 per year (\$3300 max per federal fiscal year)~~

~~\$1000 per semester x 2 per year (\$2000 max per federal fiscal year) at the following three community colleges: North Idaho College (NIC), College of Southern Idaho (CSI), and College of Western Idaho (CWI).~~

~~4. **Community College attendance.** It is the policy of IDVR that any client who resides within proximity to one of the three community colleges referenced above and who desires VR assistance to embark upon an academic training program that includes course work available at these schools shall agree to complete all requisite course work at that local institution prior to transfer to a university for subsequent studies. Should the client still insist on attending a university setting, s/he will be responsible for tuition costs beyond the \$1000 dollars that would be funded at the community college.~~

~~For Example:~~

- ~~a. VR Maximum per semester for full time (12+ credits) -- \$1650 at a university, or \$1000 at a community college.~~
- ~~b. VR Maximum per semester for ¾ time (9-11 credits) -- \$1237.50 at a university or \$750 at a community college.~~
- ~~c. VR Maximum per semester for ½ time (6-8 credits) -- \$825 at a university or \$500 at a community college.~~

~~If the participant receives a Pell Grant, it must be applied first for tuition or fees. VR may pay the difference up to the \$3300 per year maximum.~~

~~These yearly maximums include summer school.~~

~~—The following *Exceptions* must be reviewed and approved by the Regional Manager (RM) for VR Counselors 1, 2, & 3)~~

~~VR~~

- ~~i. If a customer's vocational goal requires an educational degree that is not available at a state of Idaho public institution, IDVR will pay a maximum of 2.5 times the rate of two semester's tuition of the University of Idaho.~~
- ~~ii. If the course of study is offered in-state, because of the additional costs caused by accommodations for disability, it would be more cost effective for the Agency to support the attendance of the customer at an out-of-state educational institute, then VR may pay the training rates established for out-of-state programs.~~

d. Summer Sessions: Summer sessions are generally considered optional for academic programs. Therefore additional funding is typically not allotted for summer sessions.

Payment for a summer session will be considered with approval from the Regional Manager. Maximum assistance rates will be established according to the length of the term, i.e. semester, trimester, quarter. Approval or denial for summer school assistance will be considered if it meets any of the following conditions:

a.i. IDVR may pay for summer school session if it is a required part of a Vocational or Technical Program, e.g. Welding – 5 sessions per year program.

b. VR IDVR may pay for academic summer school if by attending the individual will be able to finish the final semester and not have to attend in the fall.

e.ii. VR may pay for summer school summer session in exceptional cases where a disability-related reasonable accommodation is verified.

4. Idaho private in-state colleges, vocational technical schools, universities, and other education and training institutions, education expenses (fees and tuition, including health insurance fees) are established as follows:

—Maximum:

VR IDVR may pay up to \$3300 per federal fiscal year for any in state training, public or private.

—If the participant receives a Pell Grant, it must be applied first for tuition or fees. VR may pay the difference up to the \$3300 per year maximum.

5. Out-of-state colleges, universities, vocational technical schools and other education and training Institutions.

a. If the participant must attend an out-of-state institution because the course of study is not offered within the state of Idaho then IDVR can pay the “usual and customary” charges for fees and tuition.

b. If the course of study is offered in-state, but because of the additional costs caused by the accommodation for disability, it would be more cost effective for the agency to support the attendance of the individual at an out-of-state educational institute, then VR may pay the usual and customary tuition charges for the out-of-state educational

~~institution.~~

~~c. If the individual chooses to attend an out-of-state institution, when comparable training is clearly available in the state, then IDVR will only pay the Idaho in-state maximum cost (fees and tuition) currently established at:~~

~~Maximum:~~

~~\$1650 per semester x 2 per year (\$3300 max per federal fiscal year)~~

~~\$1100 per quarter x 3 per year (\$3300 max per federal fiscal year)~~

~~iii.~~

~~These yearly maximums include summer school.~~

~~These maximum fee allowances provided by IDVR apply to all training and educational costs including truck driving, cosmetology, short term computer training, commercial airline pilot training, etc.~~

~~session if by attending the session the customer will be able to complete the college or university degree program by the end of that session.~~

~~6.~~

~~iv. IDVR may pay for a summer session if by attending the session the customer will be able to complete the college or university degree program within the timelines identified on the IPE.~~

2. Books Only:

Where available and feasible customers are required to use rental text books or e-books. All rented books need to be returned – customer will be billed when books are not returned.

If unavailable for rent or e-book format, some text books may need to be purchased. The expectation is that used books will be purchased when available. All books purchased by IDVR must be returned to IDVR unless negotiated previously with VR counselor (where the book may be used for additional classes, reference, or for disability reasons).

IDVR will pay a maximum of 90% of the text books. If non-merit grant funds are remaining after paying tuition and fees they must be applied to books.

3. Medical Insurance for students in post-secondary education: IDVR may pay for medical insurance for students while attending an institution that requires medical insurance. If the student has medical insurance or can obtain medical insurance at no extra cost that meets the institutions requirement IDVR will not pay for medical insurance.

Note to staff: this must be issued as a separate authorization and classified as insurance.

~~Maximum:~~

~~\$300 per semester x 2 per year (\$600 maximum per federal fiscal year)~~

~~\$200 per quarter x 3 per year (\$600 maximum per federal fiscal year)~~

~~For Vo-Tech programs, where most of the books are required at the beginning of the first semester, VR can issue for required books not to exceed \$600 per federal fiscal year.~~

~~—These yearly maximums include summer school.~~

4. ~~7.~~ Medical exams with written report:

a. General Physical exam - \$65 maximum

b. Specialist exam by M.D. - ~~\$200~~\$350 maximum, plus actual cost of related procedures (e.g. x-rays).

5. Psychiatric Evaluations: \$250 maximum for the evaluation plus one medication monitoring sessions that is considered a diagnostic.

a-6. Psychological Exam by Licensed Psychologist: \$200 maximum plus actual cost of psychometric tests.

b-7. Ophthalmologist: The specialist fee (\$350) for an ophthalmologist will be authorized when diseases of the eye are present and cannot be dealt with by an Optometrist:

8. Optometrist: Maximum fees are established for general visual exam, accompanying test, frames and glasses. Tinted glasses require a prescription for IDVR payment. ~~The specialist fee for an ophthalmologist will be authorized when diseases of the eye are present and cannot be dealt with by an optometrist.~~

Procedure	Fee
Visual Exam	\$85
Frames	\$85
Single Vision Lenses (per pair)	\$80
Bifocal Lenses (per pair)	\$100
Trifocal Lenses (per pair)	\$125

Procedure Fees:

Visual Exam \$85

Frames w/ Single Vision Lenses (per pair) \$165

Frames w/ Bifocal Lenses (per pair) \$185

Frames w/ Trifocal Lenses (per pair) \$210

- ~~6.~~ _____ Contact Lenses – ~~contacts~~Contact lenses cannot be purchased for clients unless there is documentation by an ~~ophthalmologist~~Ophthalmologist or ~~optometrist~~Optometrist that there is a medical or visual need.
Maximum assistance - \$125

~~d. Audiologist exam – \$85 maximum~~

~~8. Physical exam (GBM) – \$65 maximum~~

~~9. _____~~

9. Psychotherapy/ Counseling Sessions: Maximum: ~~10 sessions~~IDVR recognizes the benefits of additional training, education, and credentialing and has established the following payment policy for customer psychotherapy and counseling.

- a. ~~10.~~ Doctorate level licensed psychologist up to \$100.00 per session.
- b. Masters level clinician (to include LPC, LCPC, MSW, LCSW, and ACADC) up to \$80.00 per session.
- c. Bachelor's level counselor (CADC) up to \$40.00 per session.
- d. Group Counseling – IDVR also recognizes the importance of group counseling as a part of mental health restoration and as a supplement to customer counseling. The following payment policy has been established for group counseling (not to include family counseling). Group counseling up to \$25.00 per session.

The maximum that can be spent on any psychotherapy or counseling services is \$1,000.00 for the life of the case.

10. Medication: and Medication Monitoring:

Maximum: 3 months of medication identified on an IPE with one additional month if needed for diagnostic purposes – total 4, while ~~participant~~customer applies for reduced cost or ~~fee~~free medication programs provided by drug companies or other sources of comparable benefits.

~~11.~~ Maximum: 5 sessions of medication monitoring identified on an IPE. This does not include the one follow-up that is part of the evaluation.

11. Dental Work; including but not limited to ~~cleaning~~, fillings, extractions, crowns, and dentures. Dental Work would need to create an impediment to employment and must be appropriate to the identified employment goal.

—Maximum: \$500 per case

12. ~~12.~~ Hearing Aids:

—Maximum: \$1,000 per hearing aid. ~~Cost~~ must include insurance for free replacements for one year.

~~13.~~

Audiologist exam: \$85.00 maximum

13. Transportation:

- a. Public conveyance (bus, van) ~~actual~~ Actual cost of service
- b. Private vehicle not to exceed \$60 maximum per month within a 20 mile radius ~~in-~~ town commuting, or ~~\$200~~ up to a maximum ~~out-of-town commuting~~ \$200 per month outside the 20 mile radius.
- c. ~~14.~~ Taxi Services – In areas without public conveyance, IDVR will not exceed \$60 maximum per month.

Car Repairs:

14. ~~Maximum:~~ \$300 per case (except for cost of reasonable accommodation for ~~disability~~). IDVR will not pay for customary general car maintenance (i.e. oil changes, tire rotations, etc).

15. ~~15.~~ Auto Insurance: Maximum six (6) months of auto insurance. VR will only pay necessary auto insurance required to cover the VR customer as a vehicle operator.

Maintenance:

16. ~~Maintenance~~ means monetary support provided to ~~an individual~~ a customer for expenses, such as food, shelter, and clothing, that are *in excess* of the normal expenses of the ~~individual~~ customer and that are necessitated by the ~~individual's~~ customer's participation in an assessment for determining eligibility and vocational rehabilitation

needs or the ~~individual's~~customer's receipt of vocational rehabilitation services under an individualized plan for employment (IPE). (Ref: ~~34 CFR Part 361.5 (35)-~~)).

~~NOTE: Counselors cannot pay maintenance for those existing living costs that an individual a customer would normally incur regardless of the individual's customer's participation in a plan of vocational rehabilitation services.~~

Maximum: ~~\$1,500~~2,000 total per ~~federal~~Federal fiscal year. ~~No single monthly amount to exceed \$500. No limit on number of months up to the \$1,500 maximum.~~

~~These maximums also apply to rent and room & board for post-secondary education.~~

~~NOTE: If the individual receives SSI or SSDI, VR cannot provide maintenance for basic living expenses.~~

17. 16. Copy Fees:

~~Maximum: \$15~~25 for a copy of ~~report~~records or reports.

18. 17. Community Rehabilitation Programs (CRPs) (~~IDVR-PM-2006-02~~):

~~a. Maximum daily rate for in-house work evaluation, work adjustment \$69.55/day).~~

~~(Exception: in-house evaluation may be paid at an hourly rate if reasonable justification, e.g. individual disability needs, delays in for community based services) is documented.~~

~~b. Certain CRPs have developed a comparable cost service for in-house diagnostics based upon the hourly rate. Those services can be utilized at will without justifying an exceptional cause. Please consult with the Regional Manager for a list of comparable hourly rate service providers.~~

~~a. c. Maximum hourly rate for Community Based Work Evaluation (CBWE), Community Based Work Adjustment (CBWA), Placement & Follow Along (P&F), Job Seeking Development (JSD) and McCarron-Dial evaluation - \$46 - \$47.80/hour.~~

Services purchased from CRPs are not subject to the allowable maximum ~~_____~~
~~_____~~ for training and educational expenses.

Regional Managers can approve exceptions to the following limits:

- All types of Job Site Development - maximum 40 hours per strategy.

- CBWE and CBWA – maximum 25 hours.
- P&F – maximum 15 hours.
- CSE Job Coaching – maximum 40 hours.

b. Maximum 48– daily rate for in-house work evaluation, work adjustment - \$69.55/day.

19. Tools & Equipment:

Maximum: \$1,~~300~~500 per case. Agency inventory tools and equipment will count towards the \$1,~~300~~500 maximum. *The VR counselor must always negotiate in the best interest of the agency on cost-of services and must get three bids, if vendors are available, on all durable equipment (reusable) ~~valued~~value at \$300 or more.*

Tools will need to be required for training or employment and must be verified by the school or employer.

Exception: -If there is a change in employment outcome, the individual customer must return the original tools to VR. After the tools have been returned, then VR may purchase new tools up to the \$1,~~300~~500 maximum for the new employment outcome.

NOTE: *A Property Agreement must be secured on all durable equipment or reusable supplies that exceed \$150 in value.*

20. 19.—On-The-Job (OJT) Fees :
(See section 12.5 On-The-Job Training)

Maximum: \$3,000 for a salary of \$9.00 per hour and under; \$5,000 for a salary between \$9.01 - \$15.00 per hour; \$7,500 for a salary of \$15.01 or more. There is a 20 hour a week minimum.

~~Maximum: \$3,000~~

a. a.—The VR counselor must negotiate OJT fees based on:

- 1.• Employer’s cost to train the individual above the normal level of training
- 2.• Level of technical skills required for job
- b.—Number of hours worked

b. The Individualized Plan of Employment (IPE) and OJT Agreement (Gemini 15) must include:

1. Cost of training
2. Length of time (# of months)

VR counselors are strongly encouraged to negotiate a decreasing payment schedule with the employer.

~~To exceed the \$3,000 maximum, the VR counselor must consult with Regional Manager. (Please review additional information regarding OJT outlined in Section 12).~~

~~21.~~ **20. Computers including hardware and software:**

Maximum: ~~\$1,000~~ \$500 per case, except for disability-related ~~reasonable accommodation.~~ assistive technology.

~~Most post-secondary training institutions have computer labs available for student use and this is covered in the cost of tuition and fees.~~

~~21.~~

22. Self-Employment Plans – (see Section 12.9)

Maximum IDVR financial support for supplemental self-employment plans: ~~\$3,500~~

~~Any special circumstances on computers and tools on self-employment plans will be discussed with the appropriate Field Services Manager.~~

~~Please review self-employment policy, section 12.9 for full details regarding the IDVR agency policy.~~

~~22.~~

23. Child Care:

Maximum: Up to \$300 per ~~child~~ month per ~~month~~ case.

~~—Use the Health & Welfare Child Care Funding as a comparable benefit before expending VR funds. The VR counselor should carefully explore all comparable benefits that may be available including assistance from family and friends.~~

~~23. Kidney Services Only~~

~~Kidney services provided to individuals with ESRD will be the same for PSK participants and general VR participants with a diagnosis of ESRD. (See Section 14 Pure State Kidney – PSK)~~

~~24. Private/Commercial Pilot's License:~~

~~The Division does not assist with the procurement of a private pilot license since there is no occupational outcome associated with such licensure. The agency may assist with the acquisition of a commercial pilot license.~~

~~25.24. Reimbursements for Fines:~~

~~IDVR will not reimburse (or pay restitution) for illegal behaviors – whether traffic violations or other misdemeanors. It is never appropriate for the agency to utilize tax supported funds to offset personal liability and accountability for a violation of the law.~~

~~26. —~~

~~IDVR will not pay for costs associated or incurred due to illegal behavior (fines, restitution, and reinstatements due to legal related suspensions).~~

~~25. Advanced Degree:~~

~~IDVR may assist with an advanced degree, based upon the rehabilitation needs of the individual participant. customer. (See section 12.5.4).~~

~~)~~

~~26. 27. Typical exclusions from VR financial participation:~~

- ~~a. Vehicular purchase; however, IDVR may assist to modify an already owned vehicle to make it accessible for the Individual's usage (e.g. hand controls, van conversions, and lift installation). (see section 12.19 "Reserve Fund")~~
- ~~1. The cost of the modification cannot exceed the current Blue Book value of the vehicle.~~
 - ~~2. The individual must maintain insurance on the vehicle for replacement cost.~~
 - ~~3. VR encourages the use of loans from the Idaho Assistive Technology Project and Independent Living Centers.~~

~~a. — b. — Securing a private pilot's license. (see #24 above)~~

~~b. c. — Organ transplantation, other than kidney transplants.~~

~~c. d. — Physical and Mental Restoration Services. Surgery; Surgery may be provided if it is not the sole vocational rehabilitation service needed for the participant customer to return to work or to achieve an employment outcome.~~

—IDVR will only cover the cost of surgery if it will substantially reduce functional limitations. It is highly practical and appropriate for the VR counselor to explore alternative employment opportunities with the individual customer that may negate the need for the corrective surgery. Such an alternative should accommodate the individual's customer's functional restrictions and provide a level of income that would be comparable with potential earnings following a surgery. ~~The participant should always explore in cooperation with the VR counselor a variety of options in order to be prepared to make an informed choice.~~

——**NOTE:** *When physical restoration services for individuals customer who have a temporary disability, which will be eliminated by surgical care in an acute general hospital, is the only vocational rehabilitation service to be provided, and the condition is likely to be remedied by relatively routine medical intervention with no significant lasting effects, the RSA position is that such cases should be referred to other agencies. Such services should not be paid for under vocational rehabilitation auspices. – (RSA Position Paper, 3/28/80, Robert R. Humphreys, Commissioner commissioner of RSA)*

27. 28. **No Shows:**

If ~~an individual~~ a customer does not attend an appointment and ~~doesn't~~ does not cancel or reschedule, the individual customer will be responsible for payment of any charges – not VR.

If VR authorizes for an interpreter to be present and individual the customer does not attend, VR will cover cost of the interpreter through administrative authorization.

Exception to Rate of Pay Policy:

The Rehabilitation Act of 1973, as amended, requires that IDVR have a policy that allows for exceptions to the Payment Policy, unless the exception would violate State or Federal laws. All exceptions will be reviewed on an individual case basis, ~~and require approval by the appropriate Field Services Manager in charge of the zone from which the request originated.~~

Exception to Rate of Pay Process:

To be considered for an exception, the individual Customer and VR counselor should first seek approval from the Regional Manager. Regional Managers have the authority to approve the exception as long the exception is not more than 50% of the service cap. Greater than 50% of the service cap will require the approval of the Chief of Field Services. The Regional Manager shall submit the request for the exception in writing to the Chief of Field Services ~~Manager.~~

The request must include:

1. A description of the requested exception.
2. Detailed reasons why the individual customer, VR counselor and manager (when appropriate) believe the exception is warranted.

The Chief of Field Services (or Regional Manager when appropriate) will have ten (10) days from the date of receipt of the request to make a decision. ~~The VR counselor should be careful to explain to the participant prior to submission that just because s/he requests an exception does not guarantee that it will be approved.~~ If the request is approved, written notification will be sent to the Regional Manager (when appropriate) and this will be placed in the case file.

The Chief of Field Services Manager reserves the right to deny any request.

If a request for exception is denied, the individual customer must be informed of the reason why and of his/her right to appeal the decision within ten (10) days of notification of the denial.

Reasons for Exception:

The items listed below are not all inclusive, but do contain the major reasons that will be considered in determining if an exception to policy will be granted. Financial need alone is not always sufficient grounds for asking for an exception. While ~~an individual a customer~~ an individual customer may present one or more of these reasons for an exception, VR counselors should use discretion in requesting an exception. It is sometimes the nature and scope of the reason and not the number of reasons that may justify the exception.

1. The need is disability related.
2. The participant customer has used all sources available; including his/her own financial contribution, as well as all available Federal Financial Aid in post-secondary training ~~situations~~ situation, insurance, Medicaid, Medicare, and other resources typically used by persons without disabilities.
3. ~~Family issues such as legal separation, divorce or~~ Changes in circumstances resulting in loss of income ~~make or support making previously available~~ resources unavailable.
4. Service is not available, in certain geographical locations of the ~~state~~ State, within the Payment Policy maximums.

~~12.3 Counseling, Guidance, and Work-Related Placement Services for Individuals with Disabilities, including Rehabilitation Services that address Disability related Barriers to Employment, Job Search Assistance, Placement Assistance, Job Retention Services, and Follow-up~~

12.3 Counseling and Guidance

Idaho Division of Vocational Rehabilitation (IDVR) recognizes that vocational counseling and guidance is the key element in the rehabilitation process in that it is the method of involving the ~~participant~~customer and significant others in that process. It begins when the ~~individual~~customer contacts the agency and does not end until closure as successfully ~~rehabilitated~~rehabilitation or through ~~to~~ the completion of the post-employment period.

Vocational counseling and guidance, including referral and placement, are essential VR services provided by the VR counselor throughout the rehabilitation process. This is the *primary service* in the VR plan.

Counseling, guidance and placement should be an integral part of every IPE regardless of other services because it is the best method of coordinating services and maintaining a good working relationship with the ~~participant~~customer. This is also the ~~medium~~method used by the counselor to facilitate ~~participant~~customer input. The VR counselor gathers the necessary information for providing vocational counseling and guidance services from a wide variety of sources, including, but not limited to:

- ~~A.~~ A. Medical and psychological information.
- ~~B.~~ B. Vocational evaluation information including labor market information, job analysis, aptitude and interest information, situational assessments and ~~trial~~trail work experiences.
- ~~C.~~ C. Analysis of transferable skills.
- ~~D.~~ D. Rehabilitation technology, including rehabilitation engineering.

Counseling will address vocational and personal adjustment issues that are creating barriers to the ~~participant~~customer obtaining and maintaining employment.

Counseling will be provided in a respectful manner encompassing the core conditions of helping. These will include unconditional positive regard, genuineness and congruence. Counselors will always maintain a professional demeanor and not allow counseling issues to become personal. Counselors are to follow the canons of ethical behavior and practice outlined by the Commission on Rehabilitation Counselor Certification (CRCC) Code of Ethics.

Counseling services must be provided in every case but will vary depending on the needs and complexities of each individual ~~participant~~customer. Frequency of guidance and counseling contacts is determined at plan development and included on the IPE. Case notes will reflect

contact and content of meetings. *A monthly summary of guidance and counseling activities is the agency "best practice" norm for recording progress.*

12.4 Physical and Mental Restoration Services

These are services necessary to correct or to ~~modify~~ substantially modify a physical or mental condition ~~of an individual~~ that is stable or slowly progressive. *Before medical restoration is provided, there must be documentation that the clinical status of the individual/customer is stable or slowly progressive and the service is a requirement for the individual's/customer's successful employment. The medical consultant shall review the record to insure the adequacy of medical information, advise ~~advise~~ on the service requirement, educate the counselor on the procedure and required follow-up, and provide any necessary liaison with ~~the~~ medical community.*

~~Remember: IDVR may provide physical and mental restoration services, to the extent that financial aid is not available from a source such as personal health insurance or comparable services/benefits such as Medicaid or Medicare. (See Section 12.2, Subcategory #25 "Typical Exclusions" – "e. Physical and Mental Restoration Services").~~

Current maximum financial contributions by IDVR for ~~italicized~~ specified services can be found in the "Payment Policy" section 12.2 of the ~~Manual~~ manual (See also section 12.2 subsection "Typical Exclusions" and section "Comparable Benefits"). For all other services listed below, IDVR will pay the prevailing "Usual and Customary" charges after a comprehensive assessment of potential or available comparable benefits and resources has been conducted.

12.4.1 Concurrent ~~Illness Service~~ Acute or Chronic Conditions Arising from Physical or Mental Restoration: Services necessary to assist with acute treatment or care for a condition associated with or arising during rehabilitation and constituting a barrier to achievement of an employment outcome from physical and mental restoration services that are on the IPE. Comparable benefits will always be explored prior to authorization of this service. *The medical consultant should ~~always~~ be utilized to determine the medical rationale for such services- whenever possible.*

These services should be provided in the least intensive medical environment appropriate.

In the case of a chronic condition which does not appear to be resolving in a reasonable amount of time, consultation with the medical consultant should be used to determine whether a case should be closed.

~~12.4.2 Prosthetics/Orthotic Devices: When the agency purchases an assistive technology device, such as hearing aides, prosthetic/orthotic equipment it is important that the counselor stipulate on the IPE the personal financial responsibility that the individual must assume for maintenance and future modification or replacement needs. Guidance should be provided in assisting the individual to understand the need for budgeting finances for that specific purpose.~~

~~12.5 Vocational and other training services, including:~~

5 Training Services

12.5.1 Disability related training services

Disability related services ~~and on-the-job supports.~~

~~Disability related services~~—include, but are not limited to: orientation and mobility; rehabilitation technology; speech reading; sign language; and cognitive training/~~retaining.~~ retraining.

~~On-the-job supports~~—~~support services provided to an individual who has been placed in employment in order to stabilize the placement and enhance job retention. Such services include job coaching, follow-up and follow-along, and job retention services.~~

~~12.5.2 Post-Secondary Training~~—~~if comparable programs exist at both public and private schools, IDVR will pay a limited amount up to the amount of the tuition cap set for the public supported program.~~

Post-Secondary training is provided when necessary to ~~achieve an employment objective~~ become a competitive applicant for an agreed upon IPE goal that reflects the ~~individual's~~ customer's interests and informed choice to the extent that those factors are consistent with ~~an individual's~~ a customer's strengths, resources, priorities, concerns, capabilities and abilities. IDVR may support graduate study when the ~~individual's~~ customer's employment objective is otherwise unachievable.

Prior to providing post-secondary training, comparable benefits shall be determined. The individual ~~customer~~ is required to complete and submit for processing the Free Application for Federal Student Assistance (FAFSA). The resulting Student Aid Report (SAR) and Financial Aid Award Letter will determine the ~~federal~~ Federal grant awards available that are to be applied to tuition, books and fees. Proof of financial award status is required to be placed into the record of services for all individuals ~~customers~~ sponsored in post-secondary education by IDVR. ~~for training and degrees that are eligible for grants.~~ Examples of proof include: the SAR, Financial Aid Award Letter or Post-Secondary Institution Student Budget, Compromise and Release documents from Worker's Compensation.

~~All Federal (PELL, SEOG, SSIG, LEAP) and Native Corporation Grants are~~ non-merit scholarships and grants to be applied to tuition, books and fees as a ~~1st~~ first dollar source, prior to the consideration of expenditures of IDVR funds. Merit based funding may be applied to any legitimate college costs as determined by the ~~individual~~ customer, with no comparable benefit test required.

~~Shared funding will be negotiated with federal, state or local partner agencies (VA, WIA, Tribal Vocational Rehabilitation, Worker's Compensation, etc.) to carry out a joint vocational plan to provide services to individuals.~~

When IDVR has a joint case with another VR agency (Veterans Administration, Tribal Vocational Rehabilitation, Idaho Commission for the Blind and Visually Impaired, or another state VR agency) the sharing of case cost shall be done in a way that multiple agencies are not paying for the same service.

The FAFSA Expected Family Contribution, Student Contribution, Work Study and other grants must be considered in meeting the financial needs of the ~~individual's~~ customer's post-secondary education to the maximum extent possible.

Participants

Customers are required to ~~make~~ submit an application for FAFSA whether or not they believe they are eligible for funding. *This process should occur along with the verification of determination of eligibility/ineligibility for financial aid prior to IDVR developing an Individualized Plan of Employment (IPE) and participating in financial assistance for a post-secondary education.*

12.5.3.2.1 Out of State Training

Out-of-State ~~Colleges, Universities, Vocational Technical Schools and Other~~ Post-Secondary Education and Training Institutions.

~~a. —~~

~~a. —~~ If the VR ~~client~~ customer must attend an out-of-state institution because the course of study is not offered within the state of Idaho ~~then VR can pay the "usual and customary" charges for fees and tuition, please see section 12.2.~~

~~b. b. —~~ If the course of study is offered in-state, but because of the additional costs caused by the accommodation for disability, it would be more cost effective for the agency to have the ~~client~~ customer attend the out-of-state educational institute, ~~then VR may pay the usual and customary tuition charges for the out-of-state educational institution.~~

~~This must be addressed by the VRC in the interest of informed client choice in the initial vocational guidance and counseling, see section 12.2.~~

~~c. c. —~~ If the ~~client~~ customer chooses to attend an out-of-state institution when comparable training is clearly available in the state, ~~then VR will only pay the Idaho in-state maximum cost (fees and tuition), see section 12.2.~~

12.5.4 Advanced Degree

~~The Idaho Division of Vocational Rehabilitation may assist with an advanced degree, based on the rehabilitation needs of the individual. In order to support an additional degree, it must be demonstrated that the individual is unable to achieve an employment outcome that is consistent with the individual's strengths, abilities, capabilities and economic needs based upon existing academic credentials.~~

Progress Measures

~~Individuals~~

12.5.2.2 Progress Measures

Customers must maintain a term and cumulative grade point average that meets the school's academic requirements ~~(, program entry requirements, or a minimum of 2.50 GPA or "C" Average) whichever is higher~~ and must demonstrate timely progress towards meeting the goal of the IPE. The VR financial participation towards schooling may be paused if academic progress is such that the customer will not qualify for entry into the program stated on their IPE.

If the ~~individual~~customer is placed on academic probation, or does not meet the standards stated above, s/he has one grading period in which to attain good standing. IDVR sponsorship/financial participation will terminate after that grading period ~~unless~~until the ~~individual~~customer achieves good standing.

If a ~~participant~~customer does not pass a course(s) or withdraws following the designated drop period for the post-secondary institution, ~~s~~she/he is responsible to cover costs to repeat the course(s). *This understanding should be documented on the IPE that supports the training services.*

If a ~~participant~~takescustomer take an incomplete, ~~s~~she/he is responsible to complete the course(s) as designated by the institution and may be responsible to pay for the repeat of the course(s) *based upon whether or not active participation in the original coursework was demonstrated as agreed upon in the IPE. Disability-related interruptions will serve as justification for an incomplete, but should be carefully assessed to determine the feasibility of extending a particular program.* If a ~~participant~~customer is unable to complete a course(s) due to a disability related issue, IDVR may assist in coordinating with the institution to resolve the matter (examples: finances, withdrawals, incompletes, etc.).

~~Expulsion from a post-secondary program for academic dishonesty will result in IDVR sponsorship being terminated for continued post-secondary education.~~

IDVR post-secondary educational support will cease if the customer has an expulsion for academic dishonesty.

12.5.2.3 Loan Defaults

VR funds may not be utilized to pay for post-secondary education if ~~an individual~~a customer has defaulted on a ~~state~~State or ~~federal~~Federal student loan. If a good faith effort is being made, as determined by the National Clearinghouse, VR funding may be available. The University or College Financial Aid office may be able to assist in unusual circumstances. Additional information can be obtained ~~toll free from the Financial Aid Ombudsman office~~ at ~~1-877-557-2572~~.www.studentclearinghouse.org.

12.5.2.4 Loan Deferment

Consumers may be eligible for temporary suspension of loan payments during specific conditions such as, returning to school, unemployment, disability, or military service. Additional information may be sought through the Financial Aid ~~Offices~~Office at the ~~in-state universities~~.school the student plans to attend.

~~12.5.5 Benefits Counseling~~— Services may include a profile of individual's benefit and employment status, analysis/consultation of the potential impact of employment alternative and use of work incentives on benefit status and consideration of available work incentives.

12.5.2.5 On-the-job-training (OJT)

An OJT is for a customer that is hired by an employer that needs specific training to achieve the employer's expectations. ~~All social security recipients should receive benefits counseling services.~~

~~12.5.6 On-the-job training (OJT)~~— On-the-job training requires the completion and signing of the IDVR OJT Agreement between the ~~individual~~customer, counselor, and employer, which states the hourly wage, the specific training needs, responsibility for Workers' Compensation coverage and any other conditions of employment. IDVR pays a training fee for OJT, not reimbursement ~~of~~or wages.

12.6 Benefits Counseling

Benefits counseling includes an informed discussion of the customer's benefits, employment status, consideration of work incentives, and the impact on existing or potential benefits a change in employment may create. ~~All social security recipients should receive benefits counseling services.~~

OJT AGREEMENT

Vocational Rehabilitation and _____ agree to the following contract

(employer)
for training of _____. Training will be directed toward employment goal of

(client)

_____.

1. VR will reimburse employer for training costs in the amount of \$ _____ per month for
_____ months or on a decreasing scale as follows: _____. OJT
will begin _____.

2. If training ceases before training contract ends, payments will be made only for the actual time
training is provided.

3. Progress reports will be completed monthly by the trainer/employer.

12.7 On-the-job-supports

On-the-job-support services are provided to a customer

4. ~~Satisfactory~~ progress by the client will result in consideration for employment at completion of
training.

5. Neither VR nor trainer/employer will discriminate on basis of sex, race, color, creed, home of
national origin, age, disabling condition or veteran status.

6. This agreement may be terminated by notification at any time by either the trainer/employer or Vocational
Rehabilitation.

Vocational Rehabilitation Counselor _____ Trainer/Employer

_____ Date _____ Date

ON-THE-JOB TRAINING REVIEW

EMPLOYEE: _____ JOB TITLE: _____

DATE: _____

EMPLOYER: _____ WAGE: _____

Review Period: _____ to _____ (Check one box on each line)

Ability to do assigned work Exceptional Good Satisfactory Lacking Poor

Knowledge of work Exceptional Good Satisfactory Lacking Poor

Accuracy Exceptional Good Satisfactory Lacking Poor

Speed Exceptional Good Satisfactory Lacking Poor

Attitude toward work Exceptional Good Satisfactory Lacking Poor

Ability to learn Exceptional Good Satisfactory Lacking Poor

Initiative Exceptional Good Satisfactory Lacking Poor

Sample
Not for Use

Reliability Exceptional Good Satisfactory Lacking Poor

Conduct Exceptional Good Satisfactory Lacking Poor

Relation with other workers Exceptional Good Satisfactory Lacking Poor

Comments: _____

Signature and Title of person completing evaluation _____ Signature of Employee/Trainee _____

12.6 Job Placement of Participants

~~VR counselors should regularly visit employers to keep current with common business practices, employer expectations, essential functions, local trends, and opportunities for employment. Developing effective ongoing relationships with employers is essential to good planning and positive employment outcomes. VR Counselors can create a demand for individuals with disabilities by marketing specific business gains or advantages that can result from IDVR services.~~

Individuals who are able to conduct has been placed in employment in order to stabilize the placement and enhance job retention. Such services include; job coaching, follow-up and follow-along, and job retention services.

12.8 Job Placement of Customers

All customers have the obligation to be involved in their own job search and placement activities should determine to the level of involvement they desire from fullest extent possible. The customer and the VR Counselor. VR Counselors may be able to assist participants by teaching them skills in communication counselor will work together to identify the supports necessary for job search and placement. Some of the job search activities could include:

- Communication and presentation; as well as skills associated with gaining.
- Gaining access to and using information.
- Introducing consumers/customers to specific individuals/programs at such as job centers may be appropriate.

~~Some individuals may choose to seek employment through private employment/staffing agencies. Nationally, employers are increasingly obtaining both their temporary and permanent employees in this manner. In addition to placement services, these agencies may provide an assessment of the consumer's skill level or readiness for work. Employers generally pay the staffing agency fees. Neither participants nor IDVR should pay fees to private employment agencies.~~

- Gaining networking skills.
- Use of online job search and applications.
- Community Rehabilitation Provider (CRP) services.
- Providing information around Federal and State employment opportunities.

IDVR does not pay fees to private staffing/employment agencies.

12.68.1 Community Rehabilitation Providers (CRPs)

Community Rehabilitation Providers may be used to identify or carve out positions for those individuals who cannot successfully compete in the open job market. When subcontracting this service, VR counselors must ensure that quality employment outcomes, as defined on the participant's IPE are being assist a customer as they prepare to obtain or maintain employment. CRP services may only be provided. The employment outcome if they are agreed to by customer, VR counselor, and CRP. The CRP services should be consistent with the individual's/customer's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and be the informed choice of the individual. To the maximum extent appropriate, the job placement should be in an integrated

~~setting customer.~~ Potential employers contacted by the CRP should be informed of ~~their~~ the CRPs contractual relationship with IDVR. ~~Ideally, the VR Counselor should meet with the potential employer, preferably on the job site, to negotiate the actual placement and to describe the role of the CRP as related to the particular participant.~~ If workplace accommodation or assistive technology needs are identified for a customer, IDVR staff will be involved in addressing the accommodation needs with the employer (this is not referring to job coaching accommodations).

If services are contracted out to a CRP:

1. The ~~participant~~ customer and VR counselor will review the available list of CRP vendors and the services offered by each and will make a selection. This process should be noted as “~~consumer~~ customer choice” when documenting the choice of the CRP vendor and services to be provided. The ~~participant~~ customer will sign an information release form authorizing communication between the selected vendor and IDVR.
2. The ~~participant~~ customer and VR counselor will contact the CRP to discuss required services, negotiate and agree upon time frames and costs.
3. The VR counselor will submit referral information ~~(a fully completed referral form outlining all pertinent medical/psychological data, any felony history, and functional restrictions) and authorization to~~ necessary for the CRP.
- to provide the agreed upon services.
4. The ~~customer,~~ VR counselor, and CRP will ~~always maintain contact with the participant during referral~~ have a staffing prior to a CRP initiating services (this staffing can be by phone or in person).
- 4.5. The VR counselor and customer will develop and agree to regularly scheduled contacts while receiving CRP services.
(minimum once a month).
- 5.6. The ~~individual~~ customer, VR counselor, and CRP will mutually agree upon frequency of contacts to monitor progress, quality, and duration of services provided.
6. ~~The VR counselor will maintain contact with the participant and employer at the job site either through personal contact or delegated contact by the vocational counselor assistant (VRA) unless the individual specifically requests that contact be maintained off the work site.~~

~~12.6.2 Worker's Compensation Liability~~

Employers should be educated with regard to the fact that a person eligible for vocational rehabilitation services under ID. Title 33, Chapter 23, Idaho Code and the Administrative Rules of IDVR, who is placed with an employer through the authorized services of a CRP for community-based evaluation, community-based work adjustment or community supported

employment (CSE) training is covered for liability purposes through the Worker's Compensation Insurance carried by the CRP unless an actual ~~participant~~customer has actually been hired by a targeted employer prior to the provision of authorized services.

12.78.2 Schedule A Appointing Authority in the Federal Government

5 CFR 213.3102 (t) (~~mental retardation~~cognitive impairment), (u) (severe physical disabilities), and (gg) (psychiatric disabilities) are combined into one streamlined authority, 5 CFR 213.3102 (u). This authority is used to appoint persons who are certified that they are at a severe disadvantage in obtaining employment because of disrupted employment due to hospitalization or outpatient treatment for the severe disabilities listed above.

Appointment and Certification Process

~~This certification to the Federal Government is a significant determination. Prior to issuing the certification the counselor shall visit the proposed worksite. The purpose of the visit is to assess the participant's need for assistive technology, and other vocational rehabilitation services that will enhance the participant's success in federal employment. Close follow-up with both the participant and employer is absolutely essential during the initial months of job placement. Careful and thoughtful job match of participants to federal employment will increase the likelihood that the participant will maintain employment.~~

~~The Division of Vocational Rehabilitation will not contract for job placement services with a community service provider to complete any of the above activities related to certification of placement through a Schedule A appointment.~~

~~The certification CAN be accomplished in two steps. The first step is a letter from the state VR counselor certifying that the individual experiences a significant disability and is eligible for appointment under this appointment authority. This type of certification is sufficient for an applicant to be considered for any job.~~

~~The second certification is completed when a participant has been tentatively selected for the position. The second letter must state that the VR counselor has evaluated the job tasks and determined the applicant is able to perform the essential duties of the position. The letter also must state what reasonable accommodation, if any are sought.~~

~~The designated Federal Human Resource Manager and/or alternative hiring authority for all positions participants apply for will request the certification of the participants eligibly for special appointment.~~

[IDVR can assist customers with disabilities \(whether IDVR customers or not\) in completing the Schedule A process. Information on how to assist customers with disabilities with the Schedule A process can be found at:](#)

www.eeoc.gov/eeoc/initiatives/lead/upload/abc_applicants_with_disabilities.pdf or
http://www.opm.gov/disability/appointment_disabilities.asp

~~The VR counselor is one of an expanded list of accepted entities who can certify job readiness for a federal job assignment. The certification is written in letter format and must verify that the applicant has a severe disability and is, therefore, eligible for this non-competitive appointment authority.~~

~~The following web link will provide further clarification regarding the Schedule A hiring authority as well as provide direct links to the Federal Register and the Office of Personnel Management (OPM):
http://www.opm.gov/disability/appointment_disabilities.asp~~

12.8.3 Alternative Hire Process for Employment with State Government

Within the IDAPA rules (15.04.01) of the Division of Human Resources and Idaho Personnel Commission exists the provisions and protocol entitled: 097 “Alternative Examination Process for Persons with Disabilities”. ~~Under,~~ under this rule:

- ~~1.~~ 4. —The VR counselor determines the need for the Alternative Hire process by documenting that the ~~participant~~customer cannot competitively compete for the job due to a disability(ies).
- ~~2.~~ 2. —The VR counselor determines that the ~~individual~~customer meets the criteria for the alternative hire program.
 - Disability limits one or more functional areas.
 - The ~~individual~~customer meets the qualifications of the class.
 - The ~~individual~~customer lacks competitiveness in the normal hiring process due to disability.
- ~~3.~~ 3. —~~Complete~~The VR counselor will complete the Application for the Alternative Hire Program Form. Include a letter to Idaho Division of Human Resources (DHR) explaining why the ~~participant~~customer cannot compete through the normal examination process due to his/her disability. The examination process includes application, testing, and interviewing.
- ~~4.~~ 4. —~~Staff~~The VR Counselor will staff the case with the Regional Manager for approval. ~~Subsequently~~The Regional Manager will subsequently forward the application to the VR Administrator for final approval.
- ~~5.~~ 5. —IDVR Administrator approves/disapproves. If approved, the application will be forwarded to the Administrator of the Division of Human Resources for final review.

~~6. 6.—Upon approval from DHR, the VR counselor proceeds with the alternative hiring process—Alternative Hiring Process to the hiring authority.~~

~~7.—After~~Note: This process requires the individual is hired, the VR counselor will monitor progress on the job. If the placement is unsuccessful, the VR counselor will withdraw the individual from the job and develop another employment strategy if appropriate.

~~NOTE: The VR counselor will utilize~~use of the “Alternative Hire Application” and will follow the Alternative Hire Administrative Process (located under VR Intranet/Field Services/Other Forms).”

12.9 Self-Employment Policy

Introduction:

The primary goal of the Idaho Division of Vocational Rehabilitation (IDVR) is to assist the participant~~customer~~ in attaining a suitable competitive employment outcome that results in financial self-sufficiency. Self-Employment is one ~~of the occupational options~~option that may be considered to assist the participant~~customer~~ in selecting a vocational goal.

The impediment created by the participant's~~customer's~~ disability must be addressed in the overall comprehensive assessment leading up to Individualized ~~Plan~~Plan of Employment (IPE).

The successful self-employment enterprise is operated by a participant who can demonstrate an array of skills and abilities, including: organization, business and financial management, marketing and other talents, as well as, knowledge and expertise in the goods or services being produced. These may be accomplished through natural supports or other resources and would need to be included in the self-employment plan. It is essential that the participant is well informed of potential risks and that efforts are made to minimize those risks,~~to the greatest extent possible.~~

A vocational evaluation/career exploration may be used as a method of assisting the participant~~customer~~ and VR counselor in deciding if self-employment is a possible viable option. Vocational evaluators have a variety of instruments, work samples, inventories and other strategies to use in providing feedback and information related to self-employment.

There may be a need for VR services prior to a commitment from IDVR on a self-employment plan. It could be appropriate for IDVR to assist ~~an individual~~a customer in services, such as training needed for certain skills or business knowledge before the decision is made by the individual~~customer~~ and VR counselor to pursue the development of a business plan.

IDVR values self-employment as a viable vocational outcome. Self-employment is presented by the VR counselor within the repertoire of vocational options and may be considered by ~~participants~~ customers and VR counselors as they work toward the development of an appropriate vocational goal.

IDVR supports active, not passive or speculative, self-employment goals.

General Self-Employment Process and Flow Chart

The

~~Through initial exploration of personal and business feasibility assessment, participants and their VR counselors will be equipped to make an informed decision about self-employment as vocational goal. Through training, technical assistance, financial assistance, and post start-up monitoring, participants will have support necessary to become self-employed.~~

Definitions

~~For the purposes of this policy, the~~ following definitions apply:

~~1. Self~~ steps will be required for all self-employment ~~—refers to an~~. The nature and extent of activities within each step will vary by the type and complexity of the self-employment outcome in which an individual works in a business that s/he owns, operates, and manages with the intention of being profitable and becoming self-sufficient business goal.

- ~~1. Supplemental~~ Assessment of Customer's Appropriateness for Self-employment—refers to Employment
- ~~2. Writing an employment outcome in which an individual works in~~ IPE – Developing a Business Plan
- ~~3. Amending IPE - Implementing the Business Plan~~
- ~~4. Closure of Self-Employment Case~~

Definitions

- ~~a. Business Plan – A detailed outline of the business that s/he owns, operates,~~ description, objectives, organization, product or service description, summary of Customer qualifications, analysis of the potential business environment and manages with the intention of market, management and organizational structure, and financial plan.

The level of detail required for the various components of the business plan will vary depending upon the type of self-employment being profitable pursued.

b. Contracting and Sub-Contracting – When the VR customer works with a company under a limited or contract basis for either short or long term employment, but **only** is not a company employee. There are some types of employment goals that could be sub contractors or a standalone business. Examples of likely contracting and sub-contractors opportunities include but are not limited to:

- Realtor
- Construction trades
- Cosmetology, nail tech, and hair stylist
- Paper delivery
- Tattoo artist

This is a type of start-up self-employment that will often be processed as a supplement low cost, low risk, low complexity self-employment plan.

c. Continued Self-Employment – Employment where the VR customer is presently or recently (within the last year) engaged in a *successful* self-employed business as identified by the customer and feasibility of the business is recognized by IDVR. In this scenario, the IPE services will address *disability related barriers* to employment. IPE will be written as maintaining employment.

Any capitalization of the business will require the use of low cost/low risk/low complexity, complex, or supported self-employment strategy.

•
2.d. Feasibility other sources of Analysis – Provides an in-depth analysis of the business concept, the market, the financial investment and income **including Social Security benefits** potential. In addition, the feasibility analysis considers:

- Financial Form resources, skills and history of the customer as it relates to successfully operating a small business
- The need for customer training
- The availability of strong support network for long-term business success
- The need for a comprehensive business plan
- The likelihood of sustainability in a reasonable amount of time (what is a reasonable amount of time will likely vary by the type of self-employment)

The feasibility analysis offers the VR Counselor and customer a comprehensive, objective evaluation of the strength of the proposed self-employment venture.

3.e. Forms of Organization – refers to the way the individual legally organizes the business

i. Sole Proprietorship - one person who owns the business alone, but may have employees. **S**he/he will have unlimited liability for all debts of the business, and the income or loss from the business will be reported on his or her personal income tax return along with all other income and expense **s**he/he normally reports (although it will be on a separate schedule).

a.

b.ii. Corporation – requires a legal filing with the Internal Revenue Service for corporate status. Corporate organization provides limited liability for the investors. Shareholders in a corporation are obligated for the debts of the corporation; creditors can look only to the corporation's assets for payment. The corporation files its own tax return and pays taxes on its income.

Individuals

- **VR customers** who legally organize their businesses as a corporation, and are employed by their corporation may be eligible while in the start up phase of operations.

c.iii. General and Limited Partnerships – two or more individuals, one of which is a **participant customer** of IDVR with the controlling share (see Eligibility Requirements for Self Employment).

d.iv. Limited Liability Company - limited liability for all of its members (business partners), with the IDVR **participant customer** as the controlling member.

4.f. Hobby – **individuals- customers** identifying business-related goals that indicate a business activity that is:

v. • Operated for recreation and/or pleasure.

vi. • Not projected to be profitable.

vii. • Not seeking profitability.

viii. • Neither operating nor carrying on activity in a business-like manner.

ix. • Not depending on activity for livelihood.

g.

Low Cost / Low Risk / Low Complexity Self-Employment – A comprehensive business plan is not required if a feasibility analysis report indicates the business concepts represents a (1) low cost (under \$5,000) total cost of anticipated self-employment start-up, (2) low risk (strong likelihood of success) and (3) low complexity (few and clearly identifiable barriers to self-employment). Examples of self-employment ventures that may not require a comprehensive business plan include:

- A VR customer is already self-employed and has demonstrated skills and abilities to successfully manage the business, and VR services are needed to retain employment due to a disability-related condition.
 - The VR customer has previous experience being self-employed in the same or similar field and start-up needs are minimal.
 - The VR customer has skills and experience in a trade and needs minimal training and services for startup, such as, lawn care, pressure washing, window washing, and bookkeeping.
 - A VR customer has experience or training in a trade and will lease space or sub-contract with an existing business and pay their own taxes, i.e., massage therapist, manicurist, cosmetologist, real estate agent.
- h. Complex Self Employment** – All self-employment plans that do not meet the criteria for low cost/low risk/low complexity, continued self-employment or supported self-employment fall under this category.
- i. Multi Level Marketing** –As a marketing strategy in which a person is compensated not only for sales they personally generate, but also for the sales of others they recruit into a business venture, creating a “down line” of distributors and a hierarchy of multiple levels of compensation.
- j. Natural Supports** – Long term supports provided by individuals naturally invested in the success of the VR customer (family and friends).
- k. Startup Self-Employment** - refers to an employment outcome in which a customer works in a business that she/he starts, owns, operates, and manages with the intention of being profitable.
- l. Supported Self-Employment** – refers to an employment outcome in which a customer works in a business that she/he owns, operates, and manages with natural or long term supports, with the intention of being profitable.

Eligibility Requirements

Participation in self-employment or ~~supplemental~~supported self-employment as a vocational goal requires that:

1. The business venture is, at a minimum, 51% owned, controlled and managed by the IDVR ~~participant~~ customer. For those in supported self-employment, some IDVR customers may require the assistance of a guardian or conservator in controlling or managing a business.
- ~~2.~~ Businesses must be organized as Sole Proprietorships, Corporations, General and Limited Partnerships, and Limited Liability Companies, as noted in Definitions-Forms of Organization.
- ~~2.3.~~ The business venture is considered legal in ~~Idaho as defined by the Idaho Attorney General~~ all jurisdictions in which it operates (Federal, Tribal, State and local Governments). This includes business and other necessary licenses.
4. The business venture is accurately ~~reported~~ reporting to appropriate government agencies, including the Internal Revenue Service and ~~Idaho State Tax Commission~~ taxing agency or other ~~states bordering Idaho~~ applicable ~~3.5.~~ State or local authorities.
- ~~4.6.~~ The business venture is organized as a for-profit entity.

Financial Participation Requirements

Social Security beneficiaries are not required to financially participate towards the cost of their self-employment plan.

IDVR customers have a variety of sources to obtain their portion of the business costs. Some of these include:

- Investment of funds from microloans;
- Commercial and consumer loans;
- Loans from family;
- Forgivable loans;
- Equity grants;
- Equipment critical to the business operation;
- Inventory;
- Supplies;
- Facility (including fair value of existing facility in which the business will be operated)

a. In consideration of the business start-up capitalization noted in the Business Plan, financial participation by IDVR and VR customer for the entirety of the self-employment plan, per case is as follows:

<u>Business Capitalization</u>	<u>Maximum IDVR Financial Assistance</u>	<u>Minimum Customer Participation</u>
<u>Under \$2,500</u>	<u>100%</u>	<u>0%</u>
<u>\$2,501 to \$5,000</u>	<u>80% of startup capital</u>	<u>20%</u>
<u>\$5,001 to \$7,500</u>	<u>70% of startup capital</u>	<u>30%</u>
<u>\$7,501 to \$10,000</u>	<u>60% of startup capital</u>	<u>40%</u>
<u>\$10,001 and up</u>	<u>50% of startup capital</u>	<u>50%</u>

If IDVR's portion for business start-up and capitalization is more than \$10,000, the Chief of Field Services must provide approval.

b. Financial participation will not be required for IDVR investment in:

- Training and technical assistance.
- Accommodations necessitated by the customer's disability in order to participate in training, technical assistance or in consideration of financial assistance.

Limitations and Restrictions

Financial assistance for business start-up capitalization does not include:

1. Funding for speculative real estate development.
2. Deposits that are refundable to the customer or business.
3. Cash.
- ~~2~~4. Salary or benefits for the customer, partners in ownership, or any employees of the business.
- ~~3~~5. Purchase of real estate.
- ~~4~~6. Erection of buildings.
- ~~5~~7. Inventory or business supplies that include tobacco, firearms or alcoholic

beverages.

6-8. Refinancing of existing debt – business or personal.

9. Business continuation expenses subsequent to the initial start-up costs.

10. IDVR does not support a customer hobby as a self-employment goal.

Self-employment involving payment for registration, legal services, patents, trademarks, copyrights, or franchise fees require an exception to policy approved by the Chief of Field Services.

Multi-Level Marketing plans are often similar to illegal pyramid schemes; therefore, VR counselors are cautioned about supporting self-employment businesses with a multi-level marketing structure. Support for multi-level marketing businesses may be appropriate when the emphasis is on sales by the VR customer versus recruitment of down line distributors.

Types of Self-Employment

A. Start-up Business

a. Low Cost / Low Risk / Low Complexity Business Plan

I. Role of IDVR:

When working with individuals ~~customers~~ expressing an interest in self-employment ~~or supplemental self-employment, the~~ the primary role of IDVR is to:

- Provide relevant information regarding the availability of self-employment services supported by the agency.
- Assist the customer in information gathering and assessment in deciding whether self-employment is an appropriate option to achieve their employment goal.
- Assess the customer's disability as it relates to the self-employment goal.
- Reduce or eliminate barriers to self-employment created by the disability.
- May authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.
- Participate with the customer and external technical assistance to evaluate the feasibility of the business.

- Coordinate training and technical assistance services.
- Provide technical assistance as deemed appropriate at post start-up of the business.
- Monitor business development at post start-up.

II. Role of the IDVR Customer

Customer responsibilities, as part of the informed choice process relating to self-employment, include but are not limited to:

- Determining the concept of the business.
- Participating in the assessment process.
- Exploring the feasibility of the business venture. This may include gathering information, market feasibility, and likelihood of financial sustainability. This may include; collaboration with technical assistance.
- Writing the business plan with or without technical assistance and approval by the VR counselor.
- Contributing, as appropriate, financially to the capitalization of the business venture by utilizing all available financial resources.
- Assisting in the identification of existing and potential barriers including those created by the disability, as well as identifying possible solutions.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial or other relevant documentation or information requested by the agency for post star-up monitoring.
- Fulfilling participation in the business start-up as noted in the Individualized Plan of Employment (IPE).

III. Assessment of IDVR Customer's Appropriateness for Self Employment

- Evaluation of the customer's interests, skills, aptitudes, and personality traits as they relate to self-employment. This may include; a) use of data gathering

instruments, and b) formal vocational assessment to the degree necessary to ensure the customer has the basic skills necessary to operate and manage a small business.

- Ensure the viability of self-employment as it relates to the customer's ability to handle the physical, mental, emotional, and cognitive aspects of the business venture including their disability. This may require consultation with medical and/or psychological service providers that have been treating the customer. If clear information is not available additional assessments may be needed.
- Examination of the customer's financial goals related to self-employment should include consideration of issues such as impact on government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards. A referral for benefits planning may be appropriate.

IV. Writing an IPE – Developing a Business Plan

After a positive assessment of the feasibility of the business concept an initial IPE is written. Some of the key components of writing an IPE for business plan development include:

- IPE goal will be the anticipated vocational outcome that is the focus of the business plan.
- IPE must be identified as a self-employment IPE.
- Comprehensive assessment for this IPE is based on the appropriateness of self-employment as a strategy for the individual VR customer. It should be based on the feasibility analysis, the assessment of the customer's appropriateness for self-employment, and other information available.

Services provided as part of this IPE are intended to support the development, writing, and ultimate approval of the business plan. The following are key elements to the development of the business plan:

1. Customer Training and Technical Assistance:

- Customers may be expected to attend training and participate in technical assistance services related to self-employment. This could include options such as; training and technical assistance on subjects such as: exploring entrepreneurship, small business development, business plan

development, small business management, accounting for business, and business financing.

- Customers may require business specific skill training to eliminate skill gaps or prepare for the operation of the business. This could include coursework such as accounting/bookkeeping, using computers in business, human resources in business, etc. Skill-building courses should be noted in the IPE as necessary.

2. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR to determine whether or not to participate in capitalizing the business venture.

- A basic Business Plan must be written and approved to the satisfaction for the VR counselor.
- The customer will prepare the Business Plan with or without external technical assistance from a service provider experienced in business plan development.
- Benefits counseling may be provided with a focus on the projected impact of revenues and expenses as noted in the Business Plan.

3. Process for Business Plan Review:

The customer's goal toward self-sufficiency and the level of the Agency's financial participation in the start-up capitalization of the business will determine the level of review and approval required.

- The counselor will review the plan for completeness according to the components listed in the definition of a Business Plan.
- All low cost/low risk/low complexity self-employment plans will be reviewed by the customer and the VR counselor.
 - a. If the customer and IDVR agree, then the VR counselor and customer proceed to amend the IPE to initiate the self-employment plan.

- b. If the customer and IDVR agree, that revisions are needed the customer proceeds to revise the plan with or without technical assistance.
- c. The customer may decide not to proceed with the identified business goal. If so, the customer and the VR counselor proceed with developing a new IPE goal (this may or may not be a different self-employment option).

V. Amending IPE - Implementing the Business Plan

Once the business plan has been approved by the customer and the VR counselor an IPE amendment will be developed that identifies necessary services and activities to implement the business plan.

1. Update comprehensive assessment based upon the additional information acquired through the business plan development process.
2. Identifying specific VR services, cost, and vendors need to implement the self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.
3. Identifying necessary training and technical assistance needed to implement the plan.
4. Identifying post start-up support services that may be needed.
5. Identifying the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).

- Withdrawal of IDVR support of the business and reassess other VR options.
- Proceeding with case closure.

VI. Closure of Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment and at least six (6) months of business operation.

Equipment provided for the self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the self-employment plan, consistent with Section 13 of the policy.

b. Complex Business Plan

I. Role of IDVR

When working with customers expressing an interest in self-employment the primary role of IDVR is to:

- Provide relevant information regarding the availability of self-employment services supported by the Agency.
- Assist the customer in information gathering and assessment in deciding whether self-employment is an appropriate option to achieve their employment goal.
- Assess individual's the customer's disability as it relates to the self-employment goal.

- Reduce or eliminate barriers to self-employment created by the disability.
- Authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.
- Participate with the customer and external technical assistance to evaluate the feasibility of the business.
- Assist in identifying resources for the capitalization of the business plan.
- Coordinate training and technical assistance services.
- Provide technical assistance as deemed appropriate at post start-up of the business.
- Monitor business development at post start-up.

II. Role of the Participant: IDVR Customer

Exercising Customer responsibilities, as part of the informed choice in the rehabilitation process has attendant responsibilities for the participant. These responsibilities relating to self-employment, include, but are not limited to:

- ~~Determining the concept of the business.~~
- ~~Participating in the assessment process.~~
- Determining the concept of the business.
- Participating in the assessment process.
- Exploring the feasibility of the business venture by. This includes conducting research and, gathering information, in market feasibility, and likelihood of financial sustainability. This may include collaboration with the technical assistance provider, related to.
- Writing the business concept, market feasibility, and financial feasibility plan with or without technical assistance.
- Researching the availability of financial resources.

- Contributing, as appropriate, financially to the capitalization of the business venture by utilizing all available financial resources ~~available including microloans, commercial and consumer loans, loans from family, forgivable loans, equity grants, and personal property (inventory and equipment) essential to the operation of the business.~~
- Assisting in the identification of existing and potential barriers including those created by the disability.
- ~~Developing skills and abilities necessary to operate and sustain the business venture.~~
- ~~Business implementation and management.~~
- , as well as identifying possible solutions.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial or other relevant documentation ~~to~~ information requested by the ~~agency~~ Agency for post start-up monitoring.
- Fulfilling participation in the business start-up as noted in the Individualized Plan of Employment (IPE).

Self-Employment Process

The case record will reflect the following self-employment process:

4.

III. Assessment of ~~participant's Readiness~~ IDVR Customer's Appropriateness for ~~Considering Self-Employment and Supplemental Self-Employment,~~ includes:

a.

- Evaluation of the ~~individual's~~ customer's interests, skills, aptitudes, and ~~personal qualities~~ personality traits as they relate to self-employment. This may include: a) use of data gathering instruments, and b) formal vocational assessment to the

degree necessary to ensure the individualcustomer has the basic skills necessary to operate and manage a small business.

~~b. The individual has attended the training session entitled “Exploring Entrepreneurship” to affirm advantages and disadvantages of business ownership, explore preparedness from a personal perspective, assess skills related to the business venture, and explain IDVR guidelines for receiving technical and financial assistance for business development.~~

~~c. Examination of the individual’s financial goals related to self-employment or supplemental self-employment should include consideration of issues such as terminating government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards.~~

~~d. The individual’s expectations relative to the financial support s/he anticipates/expects from IDVR should be discussed at the onset. It is important that the participant understands that *IDVR will not be the sole source of start up capitalization and that any funding allocated to the start up of the business will be consistent with IDVR policy related to financial participation.*~~

~~2. Assess the participant’s disability as it relates to the self-employment goal:~~

~~• a. Ensure the viability of self-employment as it relates to the individualscustomer’s ability to handle the physical, mental, emotional, and cognitive aspects of the business venture including their disability. This may require consultation with medical and/or psychological service providers that have been treating the individualcustomer. If clear information is not available ~~reflecting the participant’s ability to handle the physical, mental/emotional, and cognitive aspects of the business venture,~~ additional assessments, ~~such as a functional capacity evaluation, an assessment of cognitive skills and abilities, mental status evaluations, and work site analysis,~~ should may be ~~pursued as appropriate.~~ needed.~~

~~• The customer has attended a training session, such as the Small Business Development Center’s “Exploring Entrepreneurship” or another comparable program, to evaluate the advantages and disadvantages of business ownership and explore self-employment preparedness from a personal perspective.~~

- Examination of the customer's financial goals related to self-employment should include consideration of issues such as, impact on Government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards. A referral for benefits planning may be appropriate.

Conduct

- ~~3. Assess~~ a preliminary assessment of various funding sources for business capitalization. The customer's expectations relative to the financial support she/he anticipates/expects from IDVR should be discussed at the onset. It is important that the customer understands that IDVR will not be the sole source of startup capitalization and that any funding allocated to the start-up of the business will be consistent with IDVR policy related to financial participation.

IV. Assessment of the Feasibility of the Business:

Concept

~~a. Participants will~~

Customers may be referred to outside resources for assistance in examining the concept, market and financial feasibility of the business. ~~Examples of resources may include: The Abilities Fund, the Idaho Small Business Development Centers, Bonner Business Center in Sandpoint, META and Sage Community Resources Program in Boise, and other local/regional microenterprise organizations and community economic development programs.~~ If the business idea is deemed feasible, the information developed at this stage will provide some of the basic data that will be used in completing the Business Plan to be written later.

Testing the feasibility of the business idea should be formalized through a written Feasibility Assessment documenting the following:

- Concept Feasibility: Clear description of the business idea; ~~individual's~~ customer's background related to the business concept including education, training, direct experience and transferable skill sets; a summary statement identifying issues of concern regarding the feasibility of the concept; and a recommendation as to whether the business concept ~~is~~ is feasible.
- Market Feasibility: Geographic description of market area; description of competitors working in or marketing to potential customers in geographic area; definition of target markets including size and scope of each market; zoning issues/requirements for establishing a business at intended location.
- Financial Feasibility: Capitalization requirements (start-up funding not to exceed 6 months) consistent with the individual's business concept; identification of

resources for start-up funding and ongoing capitalization. Twelve (12) months of projected sales/expenses may be included, when appropriate.

V. 4. Participant Writing an IPE – Developing a Business Plan

After a positive assessment of the feasibility of the business concept an initial IPE is written. Some of the key components of writing an IPE for business plan development include:

- IPE goal will be the anticipated vocational outcome that is the focus of the business plan.
- IPE must be identified as a self-employment IPE.
- Comprehensive assessment for this IPE is based on the appropriateness of self-employment as a strategy for the individual VR customer. It should be based on the feasibility analysis, the assessment of the customer’s appropriateness for self-employment, and other information available.

Services provided as part of this IPE are intended to support the development, writing, and ultimate approval of the business plan. The following are key elements to the development of the business plan:

1. IDVR Customer Training and Technical Assistance:

- a. —All individuals customers will be expected to attend training, when available, and participate in technical assistance services related to self-employment and supplemental self-employment. This could include options such as: training and technical assistance from: The Abilities Fund, the Idaho Small Business Development Centers, local/regional microenterprise development service providers such as Bonner Business Center in Sandpoint, META, and Sage Community Resources Program in Boise, and other local/regional microenterprise organizations and community economic development programs, consisting of on subjects such as: exploring entrepreneurship, small business development, business plan development, small business management, accounting for business, and business financing. Exceptions to the above requirement may be made with supervisory approval in limited circumstances such as:
:

• At the time the individual establishes self-employment or supplemental self-employment as a vocational goal, the individual has completed a positive feasibility assessment, a business plan including the Participant Business Plan Checklist. In this case, the counselor will complete the Counselor Business Plan Checklist and

~~then proceed with actions required for consideration of financial assistance.~~

- ~~• b.— Individuals may require business specific skill training to eliminate skill gaps or prepare for the operation of the business. This could include coursework such as accounting/bookkeeping, using computers in business, human resources in business, etc. Skill building courses should be noted in the IPE as necessary.~~

~~5.~~

- ~~• Customers may require business specific skill training to eliminate skill gaps or prepare for the operation of the business. This could include coursework such as accounting/bookkeeping, using computers in business, human resources in business, etc. Skill-building courses should be noted in the IPE as necessary.~~

2. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR, banks, micro lenders, and other funding organizations to determine whether or not to participate in capitalizing the business venture.

- ~~• a.— A comprehensive Business Plan will be required for all participants, regardless of their goal of complex self-employment or supplemental self-employment, as they request financial assistance for a business venture goals. The content for a comprehensive Business Plan is ~~defined~~ a thorough assessment of all the components listed in the ~~Participant~~ Business Plan Checklist (see Attachment 1). ~~Participants should use the Participant Business Plan Check List as a guide for preparing the business plan to ensure that all the critical areas are addressed~~ definition.~~
- ~~• b.— The individual customer will prepare the Business Plan with or without external technical assistance from a service provider experienced in business plan development.~~
- ~~• e.— Benefits counseling will may be provided with a focus on the projected impact of revenues and expenses as noted in the Business Plan.~~

3. 6. Explore and Apply for Resources Available From Other Sources:

IDVR participants customers pursuing self-employment ~~and supplemental self-employment~~ are required to explore, ~~and when appropriate, apply for~~ funding from

sources other than IDVR. These may include microloans, commercial and consumer loans, loans from family, forgivable loans, equity grants, and work incentives for Social Security recipients including Plans to Achieve Self Support (PASS) and personal property (inventory and equipment) essential to the operation of the business ~~(PESS)~~. If the business plan is approved and the IPE is amended, the customer will apply for other resources necessary to implement the business plan.

4. 7. Review of Process for Business Plans for Funding Consideration:
Plan Review:

The ~~individual's~~ customer's goal toward self-sufficiency and the level of the agency's financial participation in the start-up capitalization of the business will determine the level of review and approval required.

~~a.~~ The counselor will review the plan for completeness according to the Counselor's Business Plan Checklist (Attachment 2);

- ~~b.~~ When components listed in the individual's vocational goal is supplemental self-employment (not seeking self-sufficiency), the counselor may approve the definition of a Business Plan for financial assistance up to \$2,500. Financial participation by the individual is not required. A cap of \$3,500 in IDVR support will be established for supplemental self-employment strategies. The individual must contribute all costs beyond the \$3,500. It is not necessary to assemble a self-employment team for this strategy.

~~c.~~ When

- The business plan is submitted for technical assistance and feasibility review by an outside consultant (approved by the individual's vocational goal is VR counselor and customer) with experience in business development.

- All complex self-employment (seeking self-sufficiency), and his/her request plans will be reviewed by a self-employment team. The self-employment team will include the customer, VR counselor, Regional Manager, at least one outside consultant, and other individuals as appropriate.

a. If the customer and IDVR agree, based on the feedback from the self-employment team, then the VR counselor and customer proceed to amend the IPE to initiate the self-employment plan.

- b. If the customer and IDVR agree, based on the feedback from the self-employment team, that revisions are needed, the customer proceeds to revise the plan with or without technical assistance.
- c. If the customer does not ~~exceed \$2,500, the counselor~~ agree with the recommendations from the self-employment team the customer may ~~approve~~ choose to follow the appeal process. (See Section 4.0)
- d. The customer may decide not to proceed with the identified business goal. If so, the customer and the VR counselor proceed with developing a new IPE goal (this may or may not be a different self-employment option).

VI. Amending IPE - Implementing the Business Plan ~~for~~

Once the business plan has been approved by the customer and the VR counselor an IPE amendment will be developed that identifies necessary services and activities to implement the business plan.

1. Update comprehensive assessment based upon the additional information acquired through the business plan development process.
2. Identifying specific VR services, resources, cost, and vendors need to implement the self-employment plan. It is important that the financial ~~assistance~~ responsibility for each party is identified on the IPE.
3. Identifying necessary training and technical assistance needed to implement the plan.
4. Identifying post start-up support services that may be needed.
5. Identifying the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).

- Withdrawal of IDVR support of the business and reassess other VR options.
- Proceeding with case closure.

VII. Closure of Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment and at least six (6) months of business operation.

Equipment provided for the self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the self-employment plan, consistent with Section 13 of the policy.

B. Supported Self Employment

a. Role of IDVR

When working with customers expressing an interest in supported self-employment the primary role of IDVR is to:

- Provide relevant information regarding the availability of supported self-employment services supported by the agency.
- 44) • Assist the customer in information gathering and assessment in deciding whether supported self-employment is an appropriate option to achieve their employment goal.
- ~~Assess When the request for financial assistance exceeds \$2,501, Business Plan review and approval by a Self-Employment Team will be required. The Self-Employment team will include the counselor, area supervisor, and at least one outside consultant/business development organization with experience in business development and/or business finance. The Counselor’s Business Plan Checklist (Attachment 2) will determine the completeness of the Business Plan.~~

~~d. In cases where feasibility of the plan is in question as it relates to the funding request, IDVR may have the Business Plan reviewed by an outside resource with expertise in small business, micro-enterprise development and/or business finance.~~

~~**Note:** The recommendation of the outside resource will contribute to, but not define, the agency's final determination as to business feasibility. When an outside resource is used to contribute to the final determination, final funding approval will rest with the Supervisor and will be dependent on a variety of factors including, but not limited to:~~

- ~~• Total start up costs, the customer's disability as it relates to the self-employment goal and the nature and level of support required (Examples: guardians/family members, targeted service coordinator, psychosocial rehabilitation provider, Medicaid broker, SSA payee).~~
- ~~• Reduce or eliminate barriers to supported self-employment created by the disability.~~
- ~~• May authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.~~
- ~~• Participate with the customer, support team, and external technical assistance to evaluate the feasibility of the business.~~
- ~~• Coordinate training and technical assistance services.~~
- ~~• Provide technical assistance as deemed appropriate at post start-up of the business.~~
- ~~• Monitor business development at post start-up.~~

b. Role of the IDVR Customer with their Support Team

Customer and support team's responsibilities, as part of the informed choice process relating to self-employment, include but are not limited to:

- ~~• Determining the concept of the business.~~
- ~~• Participating in the assessment process.~~
- ~~• Exploring the feasibility of the business venture. This may include gathering information, market feasibility, and likelihood of financial sustainability. This may include collaboration with technical assistance.~~

- Writing the business plan with or without technical assistance and approval by the VR counselor.
- Contributing, as appropriate, financially to the capitalization of the business venture by utilizing all available financial resources.
- Assisting in the identification of existing and potential barriers including those created by the disability, as well as identifying possible solutions.
- Identifying the areas within self-employment that need ongoing support and identify the specific individuals or resources that will provide that support.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial or other relevant documentation or information requested by the Agency for post start-up monitoring.
- Fulfilling participation in the business start-up as noted in the Individualized Plan of Employment (IPE).

c. Assessment of Customer's Appropriateness for Supported Self Employment

- A. Evaluation of the customer's interests, skills, aptitudes, and personality traits as they relate to supported self-employment. This may include; a) use of data gathering instruments, and b) formal vocational assessment to the degree necessary to ensure the customer has the basic skills necessary to operate and manage a small business with adequate support systems.
- B. Ensure the viability of supported self-employment as it relates to the customer's ability to handle the physical, mental, emotional, and cognitive aspects of the business venture including their disability. This may require consultation with medical and/or psychological service providers that have been treating the customer. If clear information is not available additional assessments may be needed.
- C. Examination of the customer's financial goals related to supported self-employment should include consideration of issues such as: impact on Government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards. A referral for benefits planning may be appropriate.

I. Writing an IPE – Developing a Business Plan

After a positive assessment of the feasibility of the business concept an initial IPE is written. Some of the key components of writing an IPE for business plan development include:

- IPE goal will be the anticipated vocational outcome that is the focus of the business plan.
- IPE must be identified as a supported self-employment IPE.
- Comprehensive assessment for this IPE is based on the appropriateness of supported self-employment as a strategy for the individual VR customer. It should be based on the feasibility analysis, the assessment of the customer's appropriateness for supported self-employment, and other information available.

Services provided as part of this IPE are intended to support the development, writing, and ultimate approval of the business plan. The following are key elements to the development of the business plan:

1. IDVR Customer Training and Technical Assistance:

- Customers may be expected to attend training and participate in technical assistance services related to supported self-employment. This could include options such as; training and technical assistance on subjects such as exploring entrepreneurship, small business development, business plan development, small business management, accounting for business, and business financing.
- Customers may require business specific skill training or support to eliminate gaps for the operation of the business.

2. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR to determine whether or not to participate in capitalizing the business venture. If the supported self-employment plan meets the criteria for a complex self-employment plan refer to the business plan development for complex self employment plan. If the supported self-employment plan meets the criteria for low cost/low risk/low complexity plan refer to the business plan development for low cost/low risk/low complexity plan.

- **Process for**
- **3. ~~Feasibility of the Business Plan in all aspects.~~ Review:**

- ~~Potential for other financial resources, The customer's goal toward self-sufficiency and~~
- ~~Availability the level of agency funds.~~

~~e. Process for Review by Self-Employment Team~~

- ~~The counselor will review the Business Plan, complete the Counselor's Business Plan Checklist, and notate Agency's financial participation in the IDVR participant's file as appropriate.~~
- ~~When warranted, start-up capitalization of the counselor will coordinate the Self-Employment Team, including determining who will participate as the outside consultant/business development organization. A Participant Release of Information will be obtained from the individual and will be submitted as part will determine the level of the Business Plan review package.~~
- ~~The counselor will distribute the Business Plan review package to the Self-Employment Team and schedule the review.~~
- ~~The Self-Employment Team will convene and conduct its review within fifteen (15) working days of receiving the Business Plan review package.~~
- ~~The Self-Employment Team will provide an opportunity for the participant, or a designated representative, to present information about the Business Plan.~~
 - ~~The panel will review the Business Plan in terms of its feasibility, offer suggestions for improvement if necessary, and make recommendations for approval or disapproval required.~~
- ~~The review panel will provide a written response with recommendations to the individual within ten (10) working days of their review.~~

Individual Plan for Employment

~~The~~If the supported self-employment plan meets the criteria for a complex self-employment plan refer to the business plan review for complex self-employment plan. If the supported self-employment plan meets the criteria for low cost/low risk/low complexity plan refer to the business plan review for low cost/low risk/low complexity plan.

II. Amending IPE or - Implementing the Business Plan

Once the business plan has been approved by the customer, support team, and the VR counselor an IPE Amendment amendment will be developed after the that identifies necessary services and activities to implement the business plan.

1. Update comprehensive assessment based upon the additional information acquired through the business plan development process.
2. Identifying specific VR services, cost, and vendors need to implement the supported self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.
3. Resources to provide long term support (Extended Employment Services, Medicaid waiver, private pay, or natural supports) are identified and secured.
4. Identifying necessary training and technical assistance needed to implement the plan.
5. Identifying post start-up support services that may be needed.
6. Identifying the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of supported self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).
 - Withdrawal of IDVR support of the business and assess other VR options.
 - Proceeding with case closure.

III. Closure of Supported Self-Employment Case

1. Successful Closure

Successful closure can be completed ~~and before development of~~ when the following has been established:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment and at least six (6) months of business operation.

- Verification of necessary long term supports.

Equipment provided for the supported self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the self-employment plan, consistent with Section 13 of the policy.

C. Continued Self-Employment:

I. Writing IPE

Prior to completing the IPE, a Business Plan is initiated.

~~a. 1. As part of the comprehensive assessment, training and technical assistance, activities will occur such as training workshops and/or seminars focused on self-employment issues, feasibility assessment development, and other exploratory or preparatory activities that contribute to determining business feasibility prior to Business Plan (Note: If an IPE is in place at the time self-employment is determined as the vocational goal, an IPE Amendment may be developed).~~
~~- must be completed.~~

✓

2. Identify An specific VR services, cost, and vendors need to implement the self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.

✓

3. Identify IPE Amendment necessary training and technical assistance needed to implement the plan.

4. Identify post start-up support services that may be needed.

5. Identify the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum

wage standards). Additional benchmarks should be initiated at the point in time that the identified that are critical to the success of self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:

- Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).
- Withdrawal of IDVR support of the business feasibility and assess other VR options.
- Proceeding with case closure.

II. Closure of Continued Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established and before technical assistance for Business Plan development is authorized. The IPE/IPE Amendment would include the specific services to be:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment.

b. Equipment provided for Business Planning. the continued self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Upon review of Unsuccessful Closure

c. If adequate progress towards meeting the Business Plan for financial assistance identified benchmarks is not made, the IPE should be amended to reflect the approved financial assistance and technical assistance plan for monitoring the business post start-up. Benchmarks for VR counselor proceeds with case closure will be included in the IPE at this point.

~~Financial Participation Requirements~~

~~For those individuals pursuing self-sufficiency through self-employment, they will be required to participate in the start-up capitalization of the business through documented investment of funds from microloans; commercial and consumer loans; loans from family; forgivable loans; equity grants; and equipment critical to the business operation, inventory, and preparation of the business location valued at market rate (sweat equity) including, but not limited to, painting, cleaning, and general business site preparation activities.~~

~~a. In consideration of the business start-up capitalization noted in the Business Plan, financial participation by IDVR and participant is as follows:~~

Business Capitalization	IDVR Financial Assistance	Client Participation
Under \$2,500	100%	0%
\$2,501 to \$5,000	80% of start-up capital	20%
\$5,001 to \$7,500	70% of start-up capital	30%
\$7,501 to \$10,000	60% of start-up capital	40%
\$10,001	50% of start-up capital	50%

~~b. Financial participation will not be required for IDVR investment in:~~

- ~~• Training and technical assistance~~
- ~~• Accommodations necessitated by the individual's disability in order to participate in training, technical assistance or in consideration of financial assistance~~

~~Limitations and Restrictions~~

Financial assistance for business start-up capitalization does not include:

- ~~7.11. Funding for speculative real estate development.~~
- ~~8. Utility deposits that are refundable to the individual or business.~~
- ~~9. Cash.~~
- ~~10.12. Salary or benefits for the individual, partners in ownership, or employees of the business that are members of the participant's immediate family.~~
- ~~11.13. Purchase of real estate.~~
- ~~12.14. Erection of buildings.~~
- ~~13.15. Inventory or business supplies that include tobacco, firearms or alcoholic beverages.~~
- ~~14.16. Refinancing of existing debt—business or personal.~~
- ~~15. Business continuation expenses subsequent to the initial startup costs.~~

Exceptions

If the counselor determines that there are circumstances in an individual case that warrants consideration for an exception to financial participation policy, a full explanation with justification should be presented to the Supervisor for review and decision.

Case Closure and Follow-up

~~4. Benchmarks leading to consideration unless the customer expresses interest in developing a new IPE goal. "All Other Reasons" would be the reason selected for case closure in self-employment include:~~

- ~~a. The business shows signs of stability as reflected in the business' financial records including profitability at a level consistent with the participant's definition of "Profitability"~~

Goal” as noted in the Participant Self-Employment Checklist.

~~b. The business has been operating for a period of time long enough to adequately assess the stability of the business. A minimum of six months and a maximum of one year are recommended.~~

~~c. All services agreed to in the IPE have been The customer is expected to return equipment provided.~~

~~d. The Individual agrees with the counselor’s recommendation to close the case.~~

2. ~~Benchmarks leading to consideration for case closure in supplemental for the continued self-employment include:~~

~~a. The business shows signs of stability as reflected in the business’ financial records and is contributing to the individual’s income as indicated by goal noted in the IPE.~~

~~b. The business has been operating for a period of time long enough to adequately assess the stability of the business. A minimum of six months and a maximum of one year are recommended.~~

~~c. All services agreed to in the IPE have been provided.~~

~~d. The individual agrees plan, consistent with the counselor’s recommendation to close the case Section 13 of the policy.~~

3. ~~Property Agreements~~

~~Self-Employment Plans that include property purchased by the agency must designate that such property will be released to the client only after they have completed one successful year of business.~~

~~**Marketing Plan:** Detail how business will identify, attract, and retain customers~~

- ~~• Customer profile: Comprehensive description of primary and secondary customer groups including the number of customers in market area~~
- ~~• Description of product attributes and why customers will want to purchase it~~
- ~~• Plan for distributing product (if applicable)~~
- ~~• Promotional schemes for initial **12** months of business~~
 - ~~✓ Low cost and no cost advertising~~
 - ~~✓ Buying advertising: Media type, frequency, intensity~~

~~**Management:** Description of the management of the organization including position responsibilities, salary/wages~~

- ~~• Management organization chart~~
- ~~• Personnel~~

~~**Financial Plan:** Total business capitalization request with supporting documentation~~

- ~~• Source and use of all funds for business development~~
 - ~~✓ Total dollars needed to adequately capitalize business~~
 - ~~✓ **Identify** all resources (banks, microlenders, IDVR, etc) and confirm participation including personal financial participation~~
 - ~~✓ Details of how all capital will be used (what it will buy)~~
 - ~~○ Specify use of "operating capital"~~
- ~~• Cash flow projection for 24 months~~
- ~~• Income/Expense projection for 2 years~~
- ~~• Projected business balance sheet for 2 years~~
 - ~~• Break-even analysis~~
- ~~• **Personal** financial statement for business owner~~
- ~~• Personal financial statement(s) for all business principals~~

~~**Supporting Documents:** Documents that will strengthen the business plan. For example:~~

- ~~• Survey results~~
- ~~• Letters of commitment from funding sources~~
- ~~• Contracts~~
- ~~• Leases~~
- ~~• Letters of intent~~
- ~~• Sales agreements~~
- ~~• Resumes~~
- ~~• Personnel policies~~
- ~~• Job descriptions~~
- ~~• Credit report~~

Client Signature _____

_____ Date

Attachment #2

Counselor Checklist for Self Employment

~~_____ Case Summary Feasibility Statement by the Rehabilitation Counselor: Detail the participant's ability to pursue the proposed plan based on academic and personality assessments (if applicable) and client readiness for considering self employment and should include: evaluation of client's interest, skills, aptitude and personal qualities related to self employment; notation of participation in Exploring Entrepreneurship training or equivalent; examination of client's financial goals related to self employment; review of client's expectations to anticipated financial support from IDVR; assessment of client's disability as it relates to self employment goal.~~

~~_____ \$_____ Business Start Up/Expansion Capitalization (total as presented in business plan)~~

~~_____ \$_____ Financial Request to IDVR~~

~~_____ Self Employment Team Review Needed: _____ Yes _____ No~~

~~_____ Copy of Feasibility Assessment~~

~~_____ Completed Business Plan that includes:~~

~~**Executive Summary:** One to two page review of the business summarizing the most important points of the plan~~

- ~~• Business description~~
- ~~• Business objectives~~
- ~~• Form of organization~~
- ~~• Product description~~
- ~~• Summary of business owner's qualifications~~

~~**Industry/Business Analysis:** Analysis of the current status of the industry in which the business operates~~

- ~~• Definition (description of the economic sector that the industry occupies)~~
- ~~• Industry size and growth rate~~
- ~~• Key growth factors~~
- ~~• Analysis of industry in the geographic area where you will operate~~

~~**Competition Analysis:** Review of three to five direct competitors with a comparative analysis to your business~~

- ~~• Image~~
- ~~• Location~~
- ~~• Products & Services~~
- ~~• Pricing~~
- ~~• Advertising methods~~

~~**Marketing Plan:** Detail how business will identify, attract, and retain customers~~

- ~~• Customer profile: Comprehensive description of primary and secondary customer groups including the number of customers in market area~~
- ~~• Description of product attributes and why customers will want to purchase it~~
- ~~• Plan for distributing product (if applicable)~~
- ~~• Promotional schemes for initial 12 months of business~~
 - ~~✓ Low cost and no cost advertising~~
 - ~~✓ Buying advertising: Media type, frequency, intensity~~

~~**Management:** Description of the management of the organization including position responsibilities, salary/wages~~

- ~~• Management organization chart~~
- ~~• Personnel~~

~~**Financial Plan:** Total business capitalization request with supporting documentation~~

- ~~• Source and use of all funds for business development~~
 - ~~✓ Total dollars needed to adequately capitalize business~~

- ✓ ~~Identify~~ all resources (banks, microlenders, IDVR, etc) and confirm participation including personal financial participation
- ✓ ~~Details of how all capital will be used (what it will buy)~~
 - ~~Specify use of "operating capital"~~
- ~~Cash flow projection for 24 months~~
- ~~Income/Expense projection for 2 years~~
- ~~Projected business balance sheet for 2 years~~
- ~~Break-even analysis~~
- ~~Personal financial statement for business owner~~
- ~~Personal financial statement(s) for all business principals~~

Supporting Documents: ~~Documents that will strengthen the business plan.~~
 For example:

- ~~Survey results~~
- ~~Letters of commitment from funding sources~~
- ~~Contracts~~
- ~~Leases~~
- ~~Letters of intent~~
- ~~Sales agreements~~
- ~~Resumes~~
- ~~Personnel policies~~
- ~~Job descriptions~~
- ~~Credit report~~

Counselor Signature _____ Date _____

12.10 Interpreter ~~Effective Communication~~ Services and Note Taking Services for Customers with Sensory Impairments

IDVR can provide interpreter services and note taking services for ~~individuals~~customers who are deaf, including tactile interpreting for ~~individuals~~customers who are deaf-blind; reader services, rehabilitation teaching services, note-taking services and orientation and mobility services for ~~individuals~~customers who are blind; telecommunications, sensory and other technological aids and devices.

Note: ~~If the participant~~customer is enrolled in an academic/technical training program at an institution that receives ~~federal~~Federal financial support, the institution will be responsible for the provision of interpreter services within the classroom or formal training environment i.e., outside the classroom, but mandated or supported by the class curriculum. (A regional exception has been made at the Eastern Idaho ~~Vocational-Technical School~~based upon office space that is being provided to College – EITC as per the agreement between IDVR staff at that institution)-and EITC).

12.11 Occupational Licenses, Tools, Equipment Initial Stocks and Supplies necessary in order to enter an Occupation

~~Based upon the participant's financial status, occupational~~
Occupational licenses, tools ~~and~~, equipment, initial stocks, and supplies may be purchased in order to adequately prepare the individualcustomer for a vocational outcome. *Private pilot's license will not be secured through the financial support of IDVR.*

IDVR will not purchase land or buildings for individualscustomers with disabilities. IDVR retains the right to reclaim occupational tools and equipment purchased by ~~the IDVR when the individual's IPE is not completed and/or the case is closed other than rehabilitated.~~ IDVR when:

- Customer's IPE is not completed.
- The tools and equipment are no longer necessary or appropriate for the existing or new employment goal.
- Case is closed other than rehabilitated.

12.12 Supported Employment Services

Supported employment services may be provided to individualscustomers with the most severe disabilities who require ~~job site~~ongoing training ~~and a variety of on-going-the-job and~~ support services.

12.12.1 Supported employment is defined as follows:

~~A. _____~~

A. Competitive work (defined as payment of an hourly rate not less than minimum wage or less than the employer usually pays individuals who are not disabled) in an integrated work setting (defined as an environment in which the individualcustomer engages in as much contact with co-workers or the non-disabled general public as any other non-disabled person working in that job would experience) with ongoing support services for individualscustomers with the most severe disabilities for whom competitive employment:

1. Has not traditionally occurred; ~~or~~
- ~~2.~~ Has been interrupted or intermittent as a result of severe disability; and
3. Who, because of the nature and severity of their disability(ies), need intensive supported employment services or extended services in order to be gainfully employed; or

~~B. _____~~

B. Transitional employment for individualscustomers with chronic mental illness.

Note: Non-competitive, non-integrated employment (sometimes referred to as Sheltered Work, Facility Based Work, Work Services, or Workshop Services) is not part of VR services. If a customer requests these services, IDVR will provide information about competitive, integrated employment to assist in informed choice. If the customer still request non-competitive, non-integrated employment they will be referred to the Extended Employment Services Program through the Extended Employment Services Referral Form.

12.12.2 Supported ~~Employment Services~~employment Process:

- ~~A. Through The specific supported employment services to be provided must be included as an objective of the IPE. A Gemini 20 (Referral for Extended Employment Services) must be sent to the appropriate IDVR Extended Employment Services Specialist (EESS), located either in Boise (208-287-6458) or Moscow, Idaho (208-883-8410).~~
- ~~A. B. At a minimum, contact must be maintained between the service provider an assessment (internally provided or through a review of external documentation) or through the provision of VR services, supported employment is identified as a necessary strategy for successful employment.~~
- ~~B. The VR counselor and participant twice per month, during the delivery customer will identify the level of ongoing job support necessary to maintain successful employment.~~
- ~~C. The VR counselor and customer will identify the availability of long term support strategies for the level of supported employment services. This contact identified.~~
- ~~D. If long term support strategies are available then an IPE may be at or away written.~~
- ~~E. If long term support strategies are not available the case will be closed "Unable to Benefit from the participant's place of work. Services."~~
- ~~C. Extended services may include the use of natural supports (family, friends, significant others, supervisors, co-workers) as needed.~~
- ~~D. The source of extended services, or statement that a reasonable expectation exists that extended services will be available following the completion of IDVR supported services, is to be included on the IPE. If the source of funding is the Extended Employment Services' (EES) budget, the vocational counselor should procure a "Client Update Form" from the EESS stating that EES services have been authorized. The "Client Update Form" is generated by the CRP, sent to the EESS who will determine whether to authorize the service. A decision will be made and a hard copy submitted to the CRP and VR counselor for inclusion in the file.~~
- ~~E. Supported employment is provided by IDVR for a period of time not to exceed 18 months, unless under special circumstances the participant and VR counselor agree to extend the time in order to achieve the rehabilitation objectives included on the IPE.~~
- ~~F. Supported Employment services are intended to be short-term in duration with transition to an extended service (traditionally called "Long Term Support") that assists the participant to maintain employment.~~

12.12.3 Examples of Long Term Support Services in Idaho

~~Long term support services must be provided through an ongoing support plan using another agency, service provider or natural supports and developed in conjunction with or prior to closure.~~

~~Employment for the purpose of Supported Employment must include:~~

~~A. Integrated work to mean job sites where there is daily contact in the immediate work setting with other employees and/or the general public who are not disabled (or as much contact as any other employee in that same position would have with other employees and/or the general public who are not disabled – e.g., a night janitor, with or without disabilities, might not have much contact with anyone).~~

~~Supported Employment requires that no more than eight individuals with disabilities be clustered in an employment setting (enclave).~~

~~B. Transitional employment services for persons with chronic mental illness means a series of temporary job placements in competitive work in an integrated work setting with on-going support services for individuals with chronic mental illness.~~

~~C. Work that results in competitive earnings (no less than the prevailing state minimum wage).~~

~~Potential sources of extended services may include, but are not limited to the following:~~

12.12.3 Supported Employment Strategies

Natural Supports:

Support from supervisors and co-workers occurring in the workplace to assist employees with disabilities to perform their jobs, including supports already provided by an employer for all employees. These natural supports may be both formal and/or informal, and include mentoring, supervision (ongoing feedback on job performance), training (learning a new job skill with a co-worker), and co-workers socializing with employees with disabilities at breaks or after work. Support provided by family, friends, or significant others is also included within this definition.

Extended Employment Services: (IDAPA 47.01.02) Funds Managed by IDVR/EES. There are four eligibility categories:

~~A.~~

~~A. Developmental Disabilities: Eligibility determined by a Medicaid contracted Independent Assessment Provider (IAP) or EESS using the definition provided (as defined in section 66-402, Idaho Code).~~

~~Initial job placement and stabilization, and training are provided through IDVR Supported Employment (CSE) funds. The CRP provides the actual extended (long-term support) services funded by EES.~~

~~—NOTE: EES funds cover sheltered employment in addition to long-term maintenance for Community Supported Employment.~~

~~B.—~~

~~B. Mental Health: (Typically Schizophrenia, Major Mood Disorders, Borderline Personality Disorder, Delusional Disorder, Schizoaffective Disorder).~~

~~Initial job placement and stabilization, and training are provided through IDVR Community Supported Employment funds and the CRP provides extended services.~~

~~C.~~

~~C. Specific Learning Disability—determined by EESS based on DSM:IVR and school records.~~

~~Initial job placement and stabilization, and training are provided through IDVR Community Supported Employment funds and the CRP provides extended services funded by EES.~~

~~D. Traumatic Brain Injury—determined by EESS using medical records provided by the vocational counselor. (Typically a traumatic incident rather than the result of a disease process).~~

~~Initial job placement and stabilization, and training are provided through IDVR Community Supported Employment funds and the CRP provides extended services funded by EES.~~

D. Traumatic Brain Injury.

Medicaid Funded Employment Supports:

~~A.—Developmental Disabilities – Adult DD or Idaho State School and Hospital (ISSH) Home and Community Based Services Medicaid Waiver (IDAPA 16.03.10.703.03). Eligibility for ~~these waivers~~this waiver is determined by the Independent Assessment Providers (IAP) at the Idaho Center on Disability Evaluation.~~

~~B.—Mental Health— The ~~category of services~~Self-Directed option falls under this waiver.~~

Aged or Disabled Waiver – Supported Employment is a component included in this Home and Community Based Services Medicaid ~~may be billed for are:~~

- ~~a.—Pre-vocational skills.~~
- ~~b.—Vocational skills training.~~
- ~~c.—Case management services.~~

~~NOTE: EES lacks the information to confirm or deny these types of Medicaid funded services for individuals with mental health eligibility. There is a mental health waiver but it does not cover vocational services. Under the mental health waiver Waiver (IDAPA 16.03.10.125.03) “employment” is listed as an excluded service and is defined as “job specific interventions, job training, and job placement services, which includes helping the participant develop a resume, apply for a job, utilize job training or coaching” (07.01.06T326.17).~~

12.12.4 Diagnostic and post-Steps to Securing Long Term Support for Medicaid or EES Services:

1. Contact the Regional Community Supported Employment (CSE) coordinator.
2. The Regional CSE coordinator will submit the Referral for Extended Employment Services to the EES program.
3. The Regional CSE coordinator and VR counselor will receive documentation regarding the availability within ten (10) business days.
 - a. Funding for EES Available – The VR counselor proceeds with plan development.
 - b. No EES Funding Available – Customer is placed on the EES waiting list by EES program.
 - i. Waiver Eligible –
 - VR staff notifies in writing to EES program that employment services are approved from Medicaid. Customer is removed from the waiting list once employment waiver services for all participants (including supported) are approved by Medicaid.
 - If employment) are paid for using general program (Title 1) funds. services are not included on the customer’s waiver plan, if EES funding is not secured within three (3) months then the case will be closed (EES case will remain open and the customer will remain on the waitlist).
 - ii. Not Waiver Eligible – Customer remains on the EES waiting list
 - VR counselor does not proceed to plan development.
 - If funding is not secured within three (3) months then the case will be closed (EES case will remain open and the customer will remain on the waitlist).
 - Once EES funding becomes available EES program will notify CSE coordinator and VR counselor; customer will be removed from the EES waiting list. IPE development may be initiated (VR case file may need to be reopened).

12.13 Post-Employment Services (PES)

An individual

A customer with a disability who had been previously rehabilitated may require additional services in order to maintain, advance in, or regain suitable employment. In order to qualify for this service strategy, the need must be based upon a disability previously documented in the eligibility determination section. Post-employment services require an amendment to the IPE (if

Gemini under “Pages” there is a separate section dedicated to “post-employment services”). In order to qualify for these services, the ~~participant’s~~ customer’s vocational needs must be minor in scope (\$1,000 or less) and duration (6 months or less). This means the ~~individual~~ customer only needs relatively short-term services with minimal cost associated. ~~Individuals~~ Customers requiring multiple services over an extended period of time and/or a comprehensive/complex rehabilitation plan should be encouraged to reapply for the full-spectrum of VR services since their needs exceed the intent of post-employment services. ~~Services~~ PES can be ~~provided at any time during the period in which a case record is maintained by the agency (5 initiated within three (3) years) of successful closure.~~ Once the record is destroyed, a new case must be opened.

Note: The intent of PES is to ensure that the employment outcome remains consistent with the ~~individual’s~~ customer’s strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

12.14 Rehabilitation Technology ~~Services~~

Rehabilitation technology services (assistive/adaptive technology) may be provided as compensatory strategies to increase, maintain, or improve functional capabilities of ~~individuals~~ customers with disabilities. Rehabilitation technology services may be provided at any time in the rehabilitation process, including the assessment for determining eligibility and vocational rehabilitation needs, extended evaluation, services provided under an IPE, and post-employment services. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices are exempt from a determination of the availability of comparable services ~~and benefits. If, however, comparable services~~ or benefits exist under any other program and are available to the ~~individual~~ customer, IDVR ~~must use those resources to meet in whole or part,~~ may request, but may not require the ~~costs~~ use of ~~the vocational rehabilitation~~ comparable services ~~and benefits.~~ (For further information, please review the series of comprehensive fact sheets provided by Idaho Assistive Technology Project located on the IDVR intranet web site. There are also direct links to the Idaho Assistive Technology Project web site at that location).

12.14.1 “Assistive technology service” means any service that directly assists ~~an individual~~ a customer with a disability in the selection, acquisition, or use of an assistive technology device, including:

A. _____

A. The evaluation of the needs of ~~an individual;~~ a customer;

B. ~~B.~~ Purchasing, leasing, or otherwise providing for the acquisition by ~~an individual~~ a customer with a disability of an assistive technology device;

C. ~~C.~~ Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;

D. ~~D.~~ Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;

E. ~~E.~~ Training or technical assistance for ~~an individual~~ a customer with a disability.

12.14.2— An assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off-the-shelf, modified, or customized that is used to increase, maintain, or improve the functional capabilities of ~~an individual~~ a customer with a disability.

12.14.3 — Vehicle ~~modifications~~ modification, may be provided as an assistive technology device only ~~—~~ when the applicant/~~individual~~ customer is otherwise precluded from achieving a vocational objective.

1. In the event that a ~~van~~ vehicle requires modification. e.g., hand controls, lift installation, or structural revision, ~~the cost may be provided on vehicles with an expected life of the modification cannot exceed the current N.A.D.A. Blue Book value of the vehicle. five (5) years or longer after modification, as evaluated by a certified mechanic (paid for by IDVR).~~ The ~~participant~~ customer must agree to maintain insurance on the vehicle for replacement costs of the modified equipment.

2. Any vehicle modification over \$~~3000~~ 3,000 must include a minimum of two bids from approved vendors.

~~3.— Recipients of a vehicular modification service must be regarded as potentially job ready and capable of working on a competitive basis. This will require a careful assessment by the VR counselor to ensure that the participant fully understands that vehicular modifications are tied directly to the capacity and willingness to complete a plan for employment and actively cooperate in acquiring competitive employment.~~

~~4.— The participant must understand that a personal financial responsibility exists for the maintenance and replacement of the vehicle, as well as its future modification needs and adaptive equipment following case closure. This should always be stipulated within the IPE that outlines the vehicular modification.~~

~~5.3.~~ _____ Adaptive equipment items that are not documented as medically and/or vocationally necessary will be the responsibility of the ~~individual~~ customer.

~~6.— In the event that When a participant, through necessity, disposes a modified vehicle and subsequently requests IDVR assistance in funding customer purchases a new vehicle requiring modifications for a replacement vehicle, the individual must contribute the residual value of the disposed modifications toward the cost of the replacement they should check with the dealership to see if the vehicle modification. assistance is available. The VR counselor must ensure that a list of previously purchased equipment is appraised by a qualified vendor for residual value.~~

~~7.4.~~ _____ If a participant, when purchasing a new vehicle, is offered a cash reimbursement by a manufacturer to help cover the cost of modifications, the reimbursement will be used check with the customer to reduce IDVR's cost for modifications. The see if the customer is willing to access and apply the rebate will be applied against the cost of the modifications regardless of obligations imposed by a Financial Needs Assessment. ~~Such rebates are occasionally offered~~

~~to individuals with disabilities and should be explored as a comparable benefit by the VR counselor and participant.~~ to the cost of vehicle modification.

12.14.4 Housing modifications may be provided as a supportive service so the individual customer can benefit from a core vocational rehabilitation service. Typically these services are provided under an IPE.

12.15 Supportive Services

~~A.~~

A. Maintenance is a funding provision designed to offset *identified additional costs incurred as a result of participating in a rehabilitation service* (expenses incurred by the individual customer while engaged in assessments required for determining eligibility or while receiving services under an IPE).

NOTE: Maintenance means monetary support provided to an individual a customer for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual customer and that are necessitated by the individual's customer's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's customer's receipt of vocational rehabilitation services under an individualized plan for employment. ~~-(Ref: 34 CFR, Part 361.5 (35)-)).~~

Counselors cannot pay maintenance for those existing living costs that an individual a customer would normally incur regardless of the individual's customer's participation in a plan of vocational rehabilitation services.

~~Maximum: \$1,500 total per federal fiscal year. No single monthly amount~~ Maintenance intended to cover shelter related expenses will not exceed \$500. No limit on number of four (4) months upper case without the Chief of Field Service's approval.

Maintenance intended to the \$1,500 maximum cover food expenses will not exceed four (4) weeks per case without the Chief of Field Service's approval.

Maximum per diem food rates for the state of Idaho can be found at: <http://www.sco.idaho.gov/web/sbe/sbeweb.nst/pages/trvlpolicy.htm#Apendix%20%22B%22>.

Maximum per diem food rates for out of state can be found at: www.gsa.gov.

VR counselors should ~~These maximums also apply to Rent and Room & Board for post secondary education.~~

~~If the participant receives SSI or SSDI, VR cannot provide maintenance for basic living expenses.~~

~~B. be aware and make their customers aware, that any maintenance payments for food, shelter, or clothing may impact SSI benefits.~~

~~B. Transportation –is a reimbursement service for identified travel and related expenses that are necessary to enable individuals for customers to participate in a vocational rehabilitation service. services or assessment.~~

~~Participants and their families are expected to participate in the cost of their transportation expenses since in most cases vehicles are not used exclusively for rehabilitation activities.~~

1. Actual costs may be paid for taxi, buses, airplanes, etc.
2. When using a privately owned vehicle, fuel assistance will be negotiated ~~at IPE development.~~ This depends upon actual transportation expenses for participation in rehabilitation services. Routine vehicle maintenance is not covered by IDVR.
3. ~~3.~~ The VR counselor must take into account the following issues when confronted with a request from a participant customer to repair ~~or modify~~ a privately owned vehicle:
 - a. ~~_____~~
 - a. _____ The overall condition and value of vehicle.
 - b. ~~_____~~
 - b. _____ The extent of the repairs ~~or modifications needed.~~
 - c. ~~_____~~ The availability of other appropriate transportation.
 - d. ~~_____~~
 - d. _____ The necessity that the vehicle be used for VR participation or work ~~or training.~~

~~C. Auto Insurance –A one-time authorization may be issued to purchase three months state required liability insurance. Insurance purposes must be directly related to the individual's attending work.~~

12.16 School Transition

The Idaho Division of Vocational Rehabilitation (IDVR) participates in student transition planning as outlined at 34 CFR 361.22 of the Rehabilitation Act ~~Regulations~~ Regulation. The Regulations require plans, policies, and procedures that provide for the development and approval on an individualized plan for employment as early as possible during the transition planning process but, at the latest, by the time each student who is determined to be eligible for vocational rehabilitation services leaves the school setting. The Act also provides for:

1. Consultation and technical assistance to educational agencies in planning for ~~the~~ transition of students with disabilities from school to post-school activities, including vocational rehabilitation;

2. Transition planning by personnel of IDVR and the educational agency for students with disabilities that facilitates the development and completion of their Individualized Education Programs (~~IEP's~~ IPE's) under section 604 (d) of the Individuals with Disabilities Education Act (IDEA);
3. The roles and responsibilities including financial responsibilities, of each agency; and
~~3.~~
4. Procedures for outreach to and identification of students with disabilities who are in need of transition services. Outreach to these students should occur as early as possible during the transition planning process and must include, at a minimum, a description of the purpose of the vocational rehabilitation programs, eligibility requirements; application procedures, and scope of services that may be provided to eligible ~~individuals~~ customers.

~~Both the Amendments of the Rehabilitation Act and the Individuals with Disabilities Education Act (IDEA) define transition services as a coordinated set of activities for a student designed within an oriented process that promotes movement from school to post-school activities including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, and independent living or community participation. The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation.~~

- ~~• Both the 1992 Amendments of the Rehabilitation Act and the Individuals with Disabilities Education Act (IDEA) define transition services as a coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, and independent living or community participation. The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's preferences and interests, and shall include instruction, community experiences, the development of employment and other post school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation.~~
- Referrals should be made to the ~~VRC no later than two years before the student exits high school~~ VR counselor as early as possible following the completion of the student's sophomore year. Earlier referrals can be made based on individual student need. All students with disabilities should be referred, not just those students in special education.
- ~~The attendance of the VRC at~~ The VR counselor may participate and/or consult during the development of Individual Educational Plans (IEPs), Individual Transition Plans (ITPs) and Child Study Teams (CSTs) ~~is~~ at the invitation of the school and agreement between the ~~VRC~~ VR Counselor and CST members. VRC will determine the appropriate time to take an application when the focus is on the

final vocational objective or formal planning for continued employment preparation after the student exits from high school.

- The ~~school's~~school district's responsibility is to provide a free and appropriate education to all students. This includes instructional ~~aids~~aides, devices, and necessary services to achieve educational goals.
- IDVR's responsibility is to facilitate the accomplishment of long-term vocational rehabilitation goals and intermediate rehabilitation objectives identified in the student's IPE. Only services that are required for achievement of the employment goal will be provided or coordinated.

~~• There is a statewide interagency agreement among the Idaho Department of Education, the Idaho Division of Vocational Education and the Idaho Division of Vocational Rehabilitation. There are also regional cooperative agreements between IDVR and specific school districts. For additional information, please refer to those cooperative agreements.~~

12.17 Services to Family Members

The definition of "Family Member" ~~includes any~~is a relative ~~by blood, marriage, or adoption of the eligible participant as well as other individuals living~~guardian of the customer or someone who lives in the same household ~~with whom~~as the ~~participant~~customer and has a ~~close interpersonal relationship.~~

substantial interest in the well-being of the customer.

Conditions and Criteria:

Services

- A. Service may be provided only to individuals that meet the definition of family member.
- B. The services to be provided are those which are deemed to be necessary to the successful completion of the ~~participant's~~customer's rehabilitation plan (IPE, Extended Evaluation, or Trial Work Period). ~~The participant~~customer and VR counselor will make the determination as to whether a service to a family member is necessary to the vocational rehabilitation of the individual ~~participant~~customer.
- C. Comparable services and benefits are to be explored and if available, utilized prior to expenditure of agency funds.
- D. IDVR funds can only be utilized if economic need is established on ~~the~~ Financial ~~Needs Form (FNA)~~Participation Assessment (FPA).

- E. Family members may not have access to the ~~participant's~~customer's record of service without a release of information. Family members may have access to information pertaining to the services they received.

Procedures:

~~A.~~

A. The category of Services to Family Members requires prior approval from the Regional Manager.

B. The IPE must set forth the services to be provided to the family member.

~~B.~~

C. In developing the IPE the VR counselor must ensure that the ~~participant~~customer and family member(s) understand the basis for the provision of services in order to avoid any misunderstanding as to the scope, nature, and duration of services.

~~C.~~

D. Services under this section must comply with all other portions of the manual relating to the provision of VR services.

E. Services to family members must be terminated whenever one of the following conditions prevails:

1. When a service(s) is no longer necessary to the ~~individual's~~customer's plan; or
2. When the ~~participant's~~customer's plan is terminated in accordance with case closure procedures; or
3. When Post-Employment Services are terminated.

~~D.~~

When services are provided to family members, the record of service must

F. include:

1. A rationale that ~~the~~ services are required to support the ~~participant's~~customer's success in completing objectives of the IPE;
- ~~2.~~ Data, including medical information, to support the decision to provide services;
~~3.2.~~ That services are provided in an integrated environment; (the least amount necessary to verify the need);
- ~~4.3.~~ Identification of family member(s) receiving those services;
- ~~5.4.~~ The cost of such services; and
And documentation
- ~~6.5.~~ Documentation of the time limited nature of these services.

12.18 Personal Care ~~Attendant~~Assistant Services

A personal care assistant (PCA) assists ~~an individual~~ a customer with a significant disability by performing personal activities of daily living requiring hands-on help, which cannot be performed by the ~~individual~~ customer because of the significance of the disability. PCA services include ~~including~~ personal care related tasks such as:

1. Eating
2. Drinking
3. Toileting
4. Bathing
5. Transfers
6. Dressing
7. Grooming

Medications ~~1. eating~~

~~2. drinking~~

~~3. toileting~~

~~4. bathing~~

~~5. transfers~~

~~6. dressing~~

~~7. grooming~~

~~8. medications~~

8.

PCA services do not include chore services, respite, cueing, or household tasks. In most cases, tasks performed by the PCA are ~~participant~~ customer directed. The PCA is not responsible for any tasks that the ~~individual~~ customer with a disability can perform independently.

PCA services have been developed to enhance the ability of ~~an individual~~ a customer with a significant disability to live and work independently. The need for PCA services is normally identified through an independent living (IL) evaluation ~~and services are, in most cases, provided to an individual with a significant disability, prior to application for IDVR services.~~

A PCA must have completed a ~~state~~ State approved training program or have substantial knowledge and experience in providing PCA services.

It is the policy of the IDVR to provide PCA services to ~~individuals~~ customers with significant disabilities, when PCA services over and above those required for normal daily living are required to assist the ~~participant~~ customer to complete the VR process. IDVR does not provide PCA services in lieu of existing PCA programs and providers. If the VR counselor determines that PCA services are necessary for the ~~participant~~ customer to complete the objectives of the IPE,

the VR counselor will need to conduct or obtain a personal care assistant evaluation to determine the number of hours of PCA services that are required for participation in the IPE over and above the participant's customer's normal daily living needs.

It is the responsibility of the participant customer and the VR counselor to identify, apply for and utilize any and all similar benefits for PCA services. PCA recruitment and management is the responsibility of the participant customer. Payment for PCA services is made through an authorization to the participant customer for PCA services. The participant customer then pays the chosen provider. ~~The hourly rate for PCA services funded by IDVR will not exceed the current rate established by Medicaid. The PCA is paid by the task. All other time is- IDVR does not pay for standby per regulation. The participant~~ time; only for direct service time related to the VR service that the PCA service is addressing. The customer is required to submit verification of services received from the provider to IDVR on a monthly basis to continue to receive PCA funds.

IDVR PCA services are time limited in nature and are provided during the vocational rehabilitation process, if required, to assist in determining eligibility, for participation in vocational evaluation and assessment, and during implementation of an IPE with a goal leading to competitive employment. The provision of PCA services must be linked directly to the objective of the IPE. PCA services funded by IDVR must be for those tasks over and above PCA services normally ~~required~~ require for tasks of daily living. No more than 40 hours per week will be authorized for PCA services.

When the IPE objectives have been successfully completed and the goal of competitive employment has been achieved, provision of PCA services required to maintain employment becomes the responsibility of the participant customer.

12.19 -Reserve-Fund Services to a Group of Individuals

The Rehabilitation Act of 1973 as amended authorizes the provision of rehabilitation services to groups of individuals.

Guidelines:

Services for a group of individuals with disabilities must be expected to substantially contribute to the vocational rehabilitation of a group of individuals, but does not relate directly to the individualized rehabilitation program of any one individual with disability. The decision to provide services to groups will be made based on the need for the services as well as the available resources of the agency.

Establishment

~~Fiscal will hold \$100,000 for each Federal Fiscal year at Central Office for participant plans, i.e. van conversion, or prosthetic/orthotic devices. When a Regional Manager receives a request for one of the above items in excess of \$10,000, the Regional Manager shall contact the Chief of Field Services and submit a faxed copy of the lowest bid for the requested services.~~

~~Best practice mandates a minimum of 3 bids be procured when available within a reasonable proximity.~~

~~Upon approval, the requested amount will be allotted to that Regional Office by the Manager of Fiscal Operations. For further information or clarification, please contact the Chief of Field Services.~~

Under the authority of 34 CFR 361.49(a)(1), IDVR may pursue the establishment, development, or improvement of a public or non-profit community rehabilitation program that is used to provide vocational rehabilitation services that promote integration and competitive employment, including, under special circumstances, the construction of a facility for a public or non-profit community rehabilitation program. Examples of “special circumstances” include the destruction or natural disaster of the only available center serving an area or a State determination that construction is necessary in a rural area because no other public agencies or private non-profit organizations are currently able to provide vocational rehabilitation services to individuals.

Any CRP establishment activities undertaken by IDVR will be supported by the pre-planning requirements under 34 CFR 361.49(b)(1) and 34 CFR 361.29.

In order for IDVR to engage in activities to establish, develop or improve a public or non-profit CRP, pursuant to 34 CFR 361.49(a)(1), and use of non-Federal expenditures incurred by those activities to satisfy match requirement under the VR Program, IDVR must first satisfy several pre-planning requirements:

1. IDVR must have written policies that set forth the nature and scope of services that will be provided to groups of customers with disabilities, and the criteria that will be used to determine the provision of those services (34 CFR 361.49(b)(1)); and
2. Establishment activities must have been identified as a need in IDVR's most recent statewide comprehensive needs assessment and IDVR must have included in its State plan a discussion of the strategies it would use to meet that need (34 CFR 361.29).

If IDVR has satisfied the above pre-planning requirements for activities related to establishing, developing, or improving a CRP, then the following requirements must be satisfied in order for IDVR to use non-Federal expenditures incurred for these activities towards its match requirements under the VR program pursuant to 34 CFR 361.60(b)(3)(i):

1. The activities proposed must fit within the definition of establishment, development, or improvement of a CRP at 34 CFR 361.5(b)(17);

2. The establishment, development, or improvement of a facility for a CRP at 34 CFR 361.5(b)(18), or
3. The construction of facility for a CRP at 34 CFR 361.5(b)(12); and
4. The activities must be designed to provide services to IDVR customers and applicants.

Based on 34 CFR 361.5(b)(17), IDVR may:

1. The establishment of a facility for a public or non-profit community rehabilitation program.
2. Staffing, if necessary to establish, develop, or improve a community rehabilitation program for the purpose of providing vocational rehabilitation services to applicants or eligible customers.
3. Other expenditures related to the establishment, development, or improvement of a community rehabilitation program that are necessary to make the program functional or increase its effectiveness in providing vocational rehabilitation services to applicants or eligible customers, but are not ongoing operating expenditures of the program.

Employment Related Services to Customers with Disabilities

Under the authority of 34 CFR 361.49(a)(6), IDVR may pursue services that promise to contribute substantially to the rehabilitation of a group of customers but that are not related directly to the individualized plan for employment of any one customer.

The nature and scope of the services provided include:

1. Increase access to employment and educational opportunities for persons who are deaf or hard of hearing.
2. Increase awareness of the needs of persons who are deaf and hard of hearing through educational informational programs.
3. Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

SECTION 13.0 - CLOSURE

~~The VR counselor shall close an individual's record of services at any time in the vocational rehabilitation process when it is determined that the individual is no longer eligible, is unavailable for diagnostic or planned services, chooses not to participate, or is rehabilitated. The authorized "Reasons" for closure are stipulated in the drop down box in the "Closure" module of Gemini under "Outcome".~~

~~13.1 Ineligibility Based Upon Disability Issues~~

~~13.1.1 A person will be determined ineligible when it is determined that s/he has no disability, or no substantial impediment to employment or the individual does not require vocational rehabilitation services to achieve an employment outcome.~~

This decision requires:

~~A. That Idaho Division of Vocational Rehabilitation (IDVR) provides~~

13.1 Closure During Application Status

A. No disabling condition

The VR counselor is unable to verify the existence of a disabling condition. The decision requires VR staff to:

1. Provide an opportunity for the individual customer or his/her representative to receive full consultation regarding the closure decision.
~~B. A~~
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), including Idaho Department of Labor.

B. No impediment to employment

The VR counselor cannot establish that there is a substantial barrier to employment based on disability. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure determination decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. ~~C. A written notification of appeal~~ Appeal rights, including the name (Rights and address of the person with whom an appeal may be filed, and the availability of Responsibilities)
 - c. Information regarding the Client ~~Advocacy~~ Assistance Program (CAP) ~~--)~~
3. ~~D. --~~ Referral to another other agency (ies), including One-Stop service delivery systems and community rehabilitation programs when

~~appropriate~~ Idaho Department of Labor.

~~13.1.2 It must be documented that there is clear and convincing evidence after a Trial Work Experience or an Extended Evaluation following a period of service provision under an IPE that the individual with a disability is incapable of benefiting (too severe) from IDVR services in terms of achieving an employment outcome.~~

~~This decision requires:~~

C. ~~A. An~~ Does not require VR services to achieve an employment outcome

The VR counselor has been unable to identify substantial VR services necessary to secure, retain or regain employment. The decision requires VR staff to:

1. Provide an opportunity for the ~~individual~~customer or ~~designated~~his/her representative to receive full consultation ~~at~~regarding the closure-decision.
~~B. A~~
2. Provide written notification-~~of ineligibility closure decision~~, or other appropriate mode of communication of:

 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

3. Referral to other agency (ies), including Idaho Department of Labor.

D. Unable to benefit from VR services

The VR counselor~~C. A~~, through trial work or extended evaluation has established that the applicant is unable to benefit in terms of an employment outcome. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of ~~appeal rights,~~ includingcommunication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the ~~name and address of~~reason(s) for the ~~person~~ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.

4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with whom an appeal a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be filed, and of the availability of the CAP included of the review and re-evaluation if the review and re-evaluation is able to be completed.

~~D. An annual~~

E. Extended services unavailable

The VR counselor has determined that extended services are required and the VR counselor and customer have determined that the extended services are not available at this time. The decision requires VR staff to:

1. Provide opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
4. Conduct a review of the ineligibility determination following the closure of the record will be conducted within 12 months and annually thereafter, up to two (2) years, or longer if requested. The individual customer with a disability, or, if appropriate, the individual's customer's representative, shall may have input into the review and reevaluation, and through signed acknowledgement attest that re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and reevaluation have been conducted. re-evaluation is able to be completed.

~~E. A review is not required in situations where the individual refuses services; the individual is no longer present in the State; the individual's whereabouts are unknown or the individual's medical condition is rapidly progressive~~

~~F. Referral to another agency(ies), including One-Stop service delivery systems and community rehabilitation programs when appropriate~~

13.2 Ineligibility Based Upon Other Reasons

~~13.2.1~~ The VR counselor may close a case record when an individual is unavailable for an extended period of time. The VR counselor must make a concerted effort to contact the individual, or when appropriate, a designated representative to encourage the participation of the individual in IDVR services.

This

F. Refused service, moved unable to locate, failure to cooperate, death, institutionalized, transportation not feasible, transferred to another agency, and all other reasons.

These are closures without eligibility determination. The decision requires:- VR staff to:

A.—A rationale

1. Provide an opportunity for closure documented in the case record and documentation of efforts to contact individual customer or designated his/her representative.— to receive full consultation regarding the closure decision.

B.—A

Provide written notification to the individual, if whereabouts are known.

~~13.2.2~~ The VR counselor may determine that an individual receiving services under an IPE is no longer eligible for services. The VR counselor must:

~~A.—Make the determination only after providing an opportunity for full consultation with the individual or a representative.~~

2. B.—Inform the individual in writing of the ineligibility determination including the reasons for that determination. The individual will also be given a statement of his/her rights and remedies available at , or other appropriate mode of communication of (when death is a reason for case closure. (Gemini 3) do not send any written documentation):

~~C. Complete the closure check list (Gemini 19), which includes the referral of the individual to other appropriate programs.~~

a. ~~13.3~~ Closure ~~of Individuals who have achieved~~ determination.

b. Appeal rights (Rights and Responsibilities)

c. Information regarding the Client Assistance Program (CAP)

13.2 Closure during Eligibility Status

A. Unable to benefit from VR services, disability too severe for services

The VR counselor, through clear and convincing evidence has established that the customer is unable to benefit in terms of an employment outcome-. An ineligibility determination, based on inability to benefit from VR services or disability too severe for services, may be completed after an initial eligibility determination. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and re-evaluation is able to be completed.

B. Extended services unavailable

The VR counselor has determined that extended services are required and the VR counselor and customer have determined that the extended services are not available at this time. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as

appropriate the Idaho Department of Labor.

C. Refused service, moved unable to locate, failure to cooperate, death, institutionalized, transportation not feasible, transferred to another agency, and all other reasons.

The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation):
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

D. Closure from the Order of Selection Waitlist

When the VR counselor is unable to contact (the VR counselor uses the closure reason – unable to contact/locate or moved) or the customer has declined VR participation (the VR counselor uses the closure reason – refused services).

The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation):
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities).
 - c. Information regarding the Client Assistance Program (CAP).

13.3 Unsuccessful Closure After Implementation of IPE

A. Unable to benefit from VR services, disability too severe for services

The VR counselor, through clear and convincing evidence has established that the customer is unable to benefit in terms of an employment outcome. An ineligibility determination, based on inability to benefit from VR services or disability too severe for

services, may be completed after an initial eligibility determination. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and re-evaluation is able to be completed.
5. Customer must return tools and equipment to the agency at the time of unsuccessful closure, in accordance to the tool agreement. Exceptions must be approved by the Regional Manager.

B. Extended services unavailable

The VR counselor has determined that extended services are required and the VR counselor and customer have determined that the extended services are not available at this time. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

C. Refused service, moved unable to locate, failure to cooperate, death, institutionalized, transportation not feasible, transferred to another agency, and all other reasons.

The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation);
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

13.4 Successful Competitive Closure After Implementation of IPE

A. Rehabilitated with supports

Customers in supported employment are determined rehabilitated when the objectives of the IPE for supported employment training are achieved and a plan for extended support services is verified through the activation of services related to the long-term source of support.

In order to determine that ~~an individual~~ a customer has achieved an employment outcome, the case record must document:

1. ~~A.~~—That services provided under the IPE contributed to the achievement of the employment outcome
2. ~~B.~~—That the employment outcome is consistent with the ~~individual's~~ customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice
3. ~~C.~~—That the employment is in the most integrated setting possible, consistent with the ~~individual's~~ customer's informed choice ~~and if competitive employment~~, that the ~~individual~~ customer is compensated at or above the minimum wage and his/her wages and benefits are not less than that customarily paid by the employer for same or similar work ~~performed~~ performed by non-disabled individual.
4. ~~D.~~—That the employment outcome has been maintained for a minimum of 90 days.
5. ~~E.~~—The ~~individual~~ customer and the VR counselor consider the employment outcome to be satisfactory and agree that the ~~individual~~ customer is performing well on the job. Whenever possible,

confirm that the employer is satisfied with the work performance of the ~~individual~~customer as well as IDVR services.

6. ~~F.~~ That an assessment occurred regarding whether a need exists for Post-Employment Services and that the ~~customer was informed regarding the purpose and availability of post-employment services,~~ should the need arise.
7. Ownership of tools and equipment may be transferred to the customer at the time of closure if the tools and equipment are necessary for on-going employment purposes.

B. Rehabilitated without supports

In order to determine that a customer has achieved an employment outcome, the case record must document:

1. That services provided under the IPE contributed to the achievement of the employment outcome.
2. That the employment outcome is consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
3. That the employment is in the most integrated setting possible, consistent with the customer's informed choice, that the customer is compensated at or above the minimum wage and his/her wages and benefits are not less than that customarily paid by the employer for same or similar work performed by non-disabled individual.
4. That the employment outcome has been maintained for a minimum of 90 days.
5. The customer and the VR counselor consider the employment outcome to be satisfactory and agree that the customer is performing well on the job. Whenever possible, confirm that the employer is satisfied with the work performance of the customer as well as IDVR services.
6. That an assessment occurred regarding whether a need exists for Post-Employment Services and that the ~~customer~~ was informed regarding the purpose and availability of post-employment services, should the need arise; ~~and.~~

~~G. That the individual was provided a written notification~~ Ownership of closure ~~outlining rights at closure.~~

13.3.1 Closure of Individuals in Supported Employment

Individuals in supported employment are determined rehabilitated when the objectives of the IPE for supported employment training are achieved tools and a plan for extended support services is verified through the activation of services related to the long-term source of support.

~~SECTION 14.0 PURE STATE KIDNEY — (PSK)~~

~~14.1 History of Pure State Kidney (PSK) Program~~

~~In 1970, the Idaho Legislature established a program for lifesaving care and treatment for persons with chronic renal diseases who are unable to pay for medical treatment and related services on a continuing basis. There are no age restrictions. IDVR administers this program. In 2008 HB 398 was passed to clarify the nature and scope of services available to eligible PSK clients. The following reflects the 2008 changes to State code.~~

~~Idaho Code, Chapter 23, Vocational Rehabilitation 33-2307 to 33-2308.~~

~~33-2307. Care of persons suffering from renal diseases—Legislative intent.—It is the intent of the legislature of Idaho to insure the establishment of a program for the care and treatment of persons suffering from chronic renal diseases. This program shall assist persons suffering from chronic renal diseases who require lifesaving care and treatment for such renal disease, but who are unable to pay for such services on a continuing basis. [1970, ch. 72, sec. 1, p. 186]~~

~~33-2308. **Establishment** of vocational rehabilitation program to provide treatment to persons suffering from chronic renal diseases.—The Board for Professional Technical Education shall establish a vocational rehabilitation program to provide treatment to persons suffering from chronic renal diseases, including dialysis and other medical procedures and techniques, which will have a lifesaving effect in the care and treatment of persons suffering from these diseases. The board shall extend financial assistance to persons suffering from chronic renal diseases to assist such persons in obtaining the medical, nursing, pharmaceutical, technical and other services necessary to care for such diseases, including financial assistance for the rental or purchase of home dialysis **equipment** and supplies, the payment of medical insurance premiums and patient travel expenses.—Provided that the board shall not provide financial assistance to such persons for expenses that are covered by Medicare. The board shall promulgate rules that establish standards for determining eligibility for care and treatment under this program in order that treatment shall be provided to those who are financially unable to obtain such treatment without causing severe economic imbalance in the family economic unit. Such standards shall be established without reference to maximum or minimum income levels. [1970, ch 72, sec 2, p.186.] [2008 HB 398] [2008 RS 17404]~~

~~14.2 To be eligible for PSK Services, the participant must:~~

~~1. Have a diagnosis of chronic end stage renal disease (ESRD) by M.D.~~

~~2. Meet residence requirements:~~

- ~~• must live within the state of Idaho for prior 12 consecutive months, or~~
- ~~• must maintain permanent residency in the state of Idaho, although may be temporarily absent, or~~

~~7. • applicant or a spouse, parent or guardian must show proof of employment or offer of employment in Idaho prior to moving transferred to the state, if living less than 12 months in state customer at the time of application. closure if the tools and equipment are necessary for on-going employment purposes.~~

~~3. Demonstrate financial need (Gemini 12 – FNA must be taken on all PSK clients including those on SSDI).~~

~~4. The participant must meet one of the following criteria: Demonstrate no vocational potential because of age or severity of medical issues, be currently employed but is unable to afford kidney related expenses on a continuing basis or has been referred to the IDVR general program for vocational services.~~

~~5. Medicare eligible~~ **13.5 Successful Non-Competitive Closure After Implementation of**

IPE

In order to determine that a customer has achieved an employment outcome, the case record must document:

1. That services provided under the IPE contributed to the achievement of the employment outcome.
2. That the employment outcome is consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
3. A. Homemaker – verify that the customer has increased their ability to provide services around the house that enable other family members to increase their financial contribution to the family.
B. Unpaid Family Worker – verify that the customer is working for the family farm or family business.
4. That the employment outcome has been maintained for a minimum of 90 days.
5. The customer and the VR counselor consider the employment outcome to be satisfactory and agree that the customer is performing well on the

job. Whenever possible, confirm that the employer is satisfied with the work performance of the customer as well as IDVR services.

6. That an assessment occurred regarding whether a need exists for Post-Employment Services and that the customer was informed regarding the purpose and availability of post-employment services, should the need arise.

7. Ownership of tools and equipment may be transferred to the customer at the time of **eligibility** closure if the tools and equipment are necessary for on-going employment purposes.

13.6 Closure After Post Employment Services (PES)

A. Closed unemployed; opening a new VR case

The VR counselor has made a **determination** that the scope of services is inappropriate for PES and the customer has agreed to apply for a new VR case.

Use of IDVR Medical Consultant (if needed):

- To clarify diagnosis to insure that it is chronic ESRD.
- To insure that proposed medical treatment is related to chronic ESRD.
- To clarify any issues or concerns regarding recommended medications or other medical services for eligible ESRD participants.

14.3 Comparable Benefits

Comparable benefit search must be documented in file: what benefits participant is eligible for and receiving.

1. VR requires all PSK participants to apply for and be receiving Medicare. Medicare, a federal health insurance program, provides benefits for people with ESRD.
2. All participants must apply for all Health and Welfare benefits, including Medicaid, Qualified Medical Benefits (QMB), and Specified Low Income Medical Beneficiary (SLMB). Verification of denial required if not eligible for Medicaid.
3. Participants must apply for Veteran's benefits, if applicable.

~~4. Participants must apply for Indian Health Service for Native American participants, if applicable.~~

~~—5. The VR representative and participant should investigate all comparable benefits and cost-savings programs such as the American Kidney Fund, the National Kidney Foundation, Medicare Part D and private insurance. Also, participants are required to apply for medical insurance assistance available from the American Kidney Fund. IDVR may pay insurance premiums if this is more cost-effective than paying for individual medical services. VR may pay up to the full amount for insurance premiums if denied assistance from the American Kidney Fund.~~

~~14.4 Service Delivery~~

~~1. Eligibility and plan development need to be accomplished as quickly as possible.~~

~~—2. Remember, to be eligible for PSK, participants must be eligible for Medicare.~~

~~—3. The VR PSK representative needs to establish a good working relationship with medical professionals and social workers. IDVR encourages the most cost-effective dialysis option suitable to the participant's medical needs.~~

~~—4. IDVR will only pay for services that are directly related to chronic ESRD, not covered by Medicare.~~

~~5. IDVR will only pay for medications that are directly related to chronic ESRD.~~

~~6. Case file must contain justification of eligibility for PSK program and written plan for services (Gemini 34) including comparable benefit search.~~

~~7. PSK plans can be developed for up to 5 years but reviewed annually with FNA updates. Continued financial assistance is pending on the availability of funds appropriated to IDVR by the State Legislature.~~

~~14.5 PSK Services~~

~~—IDVR will not provide financial assistance for services covered by Medicare. This includes dialysis, physician's follow-along or all other Medicare covered medical services.~~

-
1. PES is closed.
 2. Customer applies for services.

B. Employment maintained or regained

The customer and VR counselor are in agreement the job is or has been maintained, regained or advanced in.

1. PES case is closed
2. Customer agreement with case closure is documented in the case record.

C. Lost job; no further services at this time

~~4. The customer's employment was not maintained, regained, or advanced in and no Medications related to ESRD. All medications prescribed by the participant's Nephrologist will be assumed to be related to ESRD, to include required "over the counter medications". A letter from all other physicians will be required to substantiate the need related to the ESRD diagnosis.~~

~~**Maximum:** \$400 per month.~~

~~2. Transportation. Financial assistance for transportation costs to and from dialysis centers will be based upon financial need and in compliance with the IDVR general program fee schedule and caps. (See page 74 of Field Service Manual)~~

~~**Maximum:** \$200 per month or actual cost of public conveyance (bus or van).~~

~~3. Supplemental or primary medical insurance premiums to include Medigap and Medicare Part D (supplemental). IDVR may cover up to the full amount pending financial need and cost effectiveness.~~

The VR PSK program does not pay for the following:

-
- ~~1. Dietary products, including ensure or similar products.~~
 - ~~2. Homeopathic remedies.~~
 - ~~3. Prosthetics/orthotics.~~
 - ~~4. Medicare premiums, exception Medicare Part D supplemental insurance.~~
 - ~~5. Family members as dialysis technicians.~~
 - ~~6. For Medicaid recipients, all dialysis, medication and transportation costs are paid by Medicaid (don't open VR PSK case).~~

~~7. If Epogen is medically necessary, participant needs to dialyze in hospital, as Medicare will pay.~~

~~8. Medications for non-ESRD related conditions.~~

Transplant Costs

1. VR will not provide any services for participant to get on the transplant list.
2. VR will not provide any financial assistance for any transplant medical services covered by Medicare.
3. If participant is on the transplant list, VR may pay for services that the nephrologist or primary ESRD physician recommends for the transplant, if not covered by Medicare. Such services could include dental work, visual exam or other services not covered by Medicare and/or other insurance.
4. For the transplant and immediate aftercare, VR may pay for:
 - Participant's transportation cost to and from transplant (negotiated with participant, not to exceed current state rates).
 - Participant's Per Diem to and from transplant (not to exceed current state rates).
 - Participant's lodging costs prior to hospital admittance and following discharge (usually hospice).
 - VR will financially assist one family member or significant other to accompany participant to and from transplant. Transportation, Per Diem and lodging costs will be negotiated with the participant in the best interest of the agency and not to exceed state rates.
5. Post Transplant:
 - VR may pay transportation costs up to 12 months for medical follow up visits, negotiated with participant not to exceed general program fee schedule and caps (see page 74 of Field Service Manual)
 - VR may pay for supplemental and primary insurance premiums to include Medigap and Medicare Part D pending financial need and cost effectiveness.
 - VR may pay for medications (other than anti-rejection) following transplant (per section 14.5.1). Participants are encouraged to apply for other programs that provide assistance for medications. A letter from the participant's Nephrologist will be required to confirm that medications are needed as a result of the kidney disease.

Post Transplant Medication Maximum: \$400 per month

- VR does not pay for physician follow up as are appropriate at this service is covered under original cost of transplant by Medicare time.

- ~~VR does not pay for anti-rejection medications since Medicare pays for them for three years after transplant, then participant can apply to pharmaceutical indigent drug programs.~~

14.6 General Guidelines

If a participant has:

- ~~1. Full coverage Medicaid — Not eligible for PSK services, don't open PSK file.~~
- ~~2. Only Medicare — Based upon financial need VR will assist with medications related to ESRD up to the \$400 per month maximum. Transportation costs to and from dialysis up to the \$200 per month maximum. Supplemental or primary medical insurance premiums up to full amount based upon financial need and cost effectiveness. Transplant services as described in policy.~~
- ~~3. Medicare and QMB — VR may pay medications up to \$400/month maximum.~~

Program Referral

~~Referrals can be made to the general VR program for participants who have vocational potential and wish to pursue employment services. Dual program cases would be maintained with participants receiving services from both programs simultaneously. Referrals can also be made from the general VR program to the PSK program, if participants have ESRD and meet all other PSK requirements related to residency, financial need, etc. The PSK case will cover financial assistance for the costs associated with the treatment of ESRD and the VR case will provide all other services required to attain the planned employment goal.~~

- ~~1. PES case is closed~~
- ~~2. Customer has been informed of case closure is documented in the case record.~~

~~Types of~~ Dialysis

~~There are three types of dialysis available to persons with end stage renal Disease (ESRD):~~

- ~~1. Hemodialysis — Blood is pumped outside the body to an artificial kidney machine. The machine cleanses the blood and returns it to the body. Only a small amount of blood is out of the body at any time. Hemodialysis can be done in-home or in-center.~~

~~2. Continuous Ambulatory Peritoneal Dialysis (CAPD) — Continuous ambulatory peritoneal dialysis (CAPD) is done manually by placing a bag of dialysate on an IV pole or coat rack above the head and connecting it to a catheter. Once the abdomen is filled with dialysate, the dialysate remains, or dwells, in the abdomen for an amount of time specified by the patient’s Nephrologist. After the determined amount of dwell time, the abdomen is drained and refilled with fresh dialysate. CAPD is a good choice for patients that do not sleep well while dialyzing or are not comfortable doing dialysis at night because CAPD allows for a daytime treatment schedule. CAPD is also a good treatment choice for patients that maintain a full-time job since exchanges can be done in a sterile environment within the workplace.~~

~~3. Automated Peritoneal Dialysis (APD) — Automated peritoneal dialysis (APD), commonly referred to as continuous cycling peritoneal dialysis (CCPD), requires a machine called a cyclor to automate the fill and drain process. Cyclors are programmed to fill and drain a patient’s abdomen at night during sleep. Two to four automated exchanges are performed during sleep and an additional manual exchange may be required during the day. CCPD is a good choice if the patient has a career or is in school, leads a busy life during the day or travels often.~~

Exceptions

~~Discuss any special circumstances or exceptions with the Zone Field Services Manager assigned to PSK.~~

SECTION ~~15-~~14.0 ORDER OF SELECTION

~~15~~14.1 AUTHORITYAuthority

Rehabilitation Act of 1973 as amended by ~~The~~the Rehabilitation Act of 1998,

~~Sections 101 and 102. 34 CFR Part 361 §361.36, §361.3.~~

~~15~~14.2 POLICYPolicy

In the event that the projected fiscal and personnel resources of IDVR become inadequate to provide the full range of services, as appropriate, to all eligible ~~individuals~~customers, the Administrator will implement the Division’s ~~order~~Order of ~~selection~~Selection procedure. By law,

this procedure must insure that ~~individuals~~customers with the most significant disabilities are served first. ~~The~~ criteria used for determining the ~~order~~Order of ~~selection~~Selection for services is the category of significance of the disability as defined in Policy Section 6.2 and the application date for VR services.

Factors that will not be considered in determining an order of selection priority category include:

- A. Type of Disability
- B. Duration of residency, provided the ~~individual~~customer is present in the state;
- C. Age, gender, race, color or national origin;
- D. Source of referral;
- E. Type of expected employment outcome;
- F. The need for specific services or anticipated cost of such services; or
- G. The income level of the ~~individual~~customer or ~~individual's~~customer's family.

15.3 ADMINISTRATIVE REQUIREMENTS

14.3 Administrative Requirements

IDVR must ensure that ~~its~~it is funding arrangements for providing services under the State Plan, including third-party arrangements and awards, such as cooperative funding agreements with school districts, other ~~state~~State agencies or contractual arrangements, are consistent with the ~~order~~Order of ~~selection~~Selection. If any funding arrangements are inconsistent, the ~~agency~~Agency must renegotiate these funding arrangements so that they are consistent with the ~~order~~Order of ~~selection~~Selection.

1514.4 PROCEDURESProcedures

Determination of ~~Significance of~~Significant Disability

When a VR counselor determines ~~an individual~~a customer is eligible, the VR counselor also establishes the level of significance of disability based upon the criteria established in Section 6.20. The level of significance of the ~~individual's~~customer's disability is identified with one of the following three priority categories:

- ~~A. Individuals~~ Customers with disabilities
- ~~B. Customers with significant disabilities~~
- ~~A-C. Customers~~ with the most significant disabilities
- ~~B. Individuals with significant disabilities~~
- ~~C. Individuals with disabilities~~

Statewide Order of Selection Waiting list

When a VR counselor completes the eligibility process and the determination of the significance of the disability determination, the ~~individual~~customer is added to the statewide ~~order~~Order of ~~selection~~Selection waiting list in the appropriate category by date of application. The date of application process is ~~either the date the application is signed in the presence of the VR counselor or the date the application is 'date stamped' in the office.~~completed (see section 5.3). The case is transferred from the VR counselor caseload to the office ~~order~~Order of ~~selection~~Selection waiting list.

~~The Chief, Field Services, in consultation with the Administrator and the Field Service Managers, who collectively compose a Field Services Management Counsel (FSMC), determines when resources are available~~Written notification will be provided to initiate Individualized Plans for Employment (IPE) for individual(s)~~the customer informing them of:~~

- Their eligibility determination.
- Their placement on the statewide order of selection waiting list.
- The priority categories of IDVR's Order of Selection.
- Their assignment to a particular category.
- Their right to appeal their category assignment.
- The availability of the Client Assistance Program (CAP).

When resources are available, the Chief, of Field Services notifies the Regional Managers of the number of ~~participants~~customers to take from the waiting list by priority category, application date(s) and office locations. Regional Managers then coordinate with the VR counselors to transfer the corresponding cases from the ~~order~~Order of ~~selection~~Selection waiting list in respective offices to VR counselor's caseloads.

A ~~participant~~customer on the statewide ~~order~~Order of ~~selection~~Selection waiting list may request that his/her case be transferred from one office to another ~~by~~

contacting the local VR office – The request for transfer ~~is submitted to~~ will be processed by the Regional Manager ~~to coordinate.~~

Order of Selection Office Waiting list

~~A separate order of selection waiting list is established for each office to track those eligible individuals on the statewide order of selection waiting list who would typically receive services from that office. The Regional Manager for where the office is designated to manage the office waiting list and to transfer cases from the order of selection waiting list to a VR counselor when notified that resources are available to initiate services for individuals on the order of selection waiting list. case resides.~~

Transferring a New Case to the Order of Selection Waiting List

The Regional Manager is responsible ~~within his/her region~~ for ensuring appropriate priority categories are being served, for maintaining the office ~~order~~ Order of ~~selection~~ Selection waiting list and for verifying Information and Referral (I&R) is occurring. Cases will be transferred from a VR counselor's caseload to the office ~~order~~ Order of ~~selection~~ Selection waiting list within ~~ten (10-working) business~~ ten (10-working) business days of the eligibility date. ~~Cases needing to be transferred to the office order of selection waiting list will be listed on a report generated every Monday by the Regional Manager or designee.~~

The Regional Manager will verify ~~a referral has been entered in the~~ Information and Referral ~~portion of sources have been documented prior to transferring~~ the case ~~management system or the case service record contains a case note explaining efforts to locate information and referral sources and the reason(s) a referral was not provided. Upon verification, the Regional Manager will transfer the case from the VR counselor's caseload to the office~~ ~~order~~ Order of ~~selection~~ Selection waitlist.

Transferring a Case from the Order of Selection Waiting List to a VR Counselor

Upon notification to initiate services for ~~cases~~ case on the ~~order~~ Order of ~~selection~~ Selection waiting list for the specified priority category and application dates, the Regional Manager ~~or designee~~ or designee must transfer cases from the ~~order~~ Order of ~~selection~~ Selection office waiting list to a VR counselor within ~~five (5-workdays-) business days.~~ five (5-workdays-) business days. The VR counselor is notified of the case ~~transfer~~ transferred and is authorized to initiate services.

If a case is closed from the office ~~order~~Order of ~~selection~~Selection waiting list, the case is automatically removed from the statewide ~~order~~Order of ~~selection~~Selection list.

Initiating Services for ~~Individuals~~Customers Referred from the Order of Selection Waiting List

~~The FSMC~~IDVR will determine when it is ~~appropriated~~appropriate to implement procedures to ~~reestablish~~re-establish or maintain contact with ~~individuals~~customers while they are on the ~~order~~Order of ~~selection~~Selection waiting list. Factors to consider are the length of time ~~an individual~~a customer has been on the list and the anticipated time before the ~~individual's~~customer's category will open.

Upon receipt of ~~a~~the case transferred from the ~~order~~Order of ~~selection~~Selection waiting list, the VR ~~counselor~~staff takes the following steps to:

1. To contact the individual within three working days. Telephone customer and schedule an appointment.
2. If telephone contacts are unsuccessful a letter will be sent to initiate contact is acceptable; however, if.
3. Reasonable and timely efforts to contact the individual by telephone are not successful within 2 days, a letter must be sent by the third day, scheduling the individual for an appointment. The appointment is scheduled no later than 10 find updated phone numbers and addresses for the customer.
4. If the customer has not responded within forty (40) days from the date the letter is was sent, VR staff will proceed with case closure.

~~Counselors~~VR counselors need to consider the communication needs of the ~~participant~~customer, including the need for information in alternate formats when initiating contact by telephone or letter.

~~If a participant missed a scheduled appointment or does not respond to an initial letter by the specified date, a certified letter is sent within 3 working days explaining that if the individual does not contact IDVR within 10 days to initiate services, the case service record will be closed. The letter will include information explaining the current status of the waiting list and instructions on how to reapply at a later time.~~

~~Reasonable and timely efforts will also be made to verify or find updated telephone numbers and addresses, to contact the referral source, and/or to contact person(s) identified on the application or otherwise in the case service record.~~

~~If the date identified in the closure notification letter passes and there is no response from the participant and efforts to locate the individual through other sources have not resulted in contact, the case is closed.~~

Steps to contact each individualcustomer are documented in the case management system narrative and filed in the case service record.

Exceptions for Reopening Closed Cases

A VR counselor may request the Regional Manager to get permission from the Chief of Field Services to reopen a case on an exception to policy basis if ~~an individual~~a customer contacts IDVR after his/her case is closed. If the ~~participant's~~customer's lack of response was a result of exceptional circumstances that prevented the individualcustomer from responding, the VR counselor should consult with his/her supervisor about an exception to policy to reopen the case. ~~If an exception to policy is requested and granted, contact the IDVR central office help desk to restore the case in the case management system.~~

ParticipantsCustomers not ready to Proceed with IPE Development upon Referral from the orderOrder of selectionSelection Waiting listList

If a VR counselor contacts a participantcustomer to initiate services and ~~s~~she/he is not ready to begin working with IDVR, the VR counselor needs to help the individualcustomer make an informed decision about how to proceed. If a customer does not wish to, or is unable to proceed with IPE development, IDVR will close the case and the customer must reapply. IDVR cannot 'hold' a spot on the waiting list nor can ~~an individual~~a customer be put back at the top of the list. The VR counselor needs to discuss the reasons the participantcustomer is not ready to proceed and whether a reasonable time frame can be agreed upon to resolve the issues. ~~The VR counselor and participant make plans to proceed with vocational planning and IPE development within a reasonable time period or to close the case. In some cases, closing the case and submitting a new application at later date may be most appropriate.~~

14.5 Information and Referral (I & R)

When operating under ~~order~~Order of ~~selection~~Selection, IDVR is required to offer ~~a formal, discreet~~ Information and Referral (I&R) ~~services~~services to ~~individuals~~customers who cannot be served and must wait for services because of the ~~order~~Order of ~~selection~~Selection.

IDVR must document and retain information about referrals to other ~~federal~~Federal and ~~state~~State programs that provide employment-related services.—~~The I&R~~

~~screen of the case management system is used to record the required information.~~

Information and Referral Requirements

Federal regulations establish minimum requirements under I&R as follows. IDVR must:

- A. Provide ~~individuals~~customers with accurate vocational rehabilitation information and guidance (which may include counseling and referral for job placement) to prepare for, get, or keep a job.
- B. Refer ~~individuals~~customers with disabilities to other ~~federal~~Federal or ~~state~~State programs that are best suited to address their specific employment needs, including partners in the workforce investment system.
- C. Initiate a notice of referral identifying:
 - a. The name of the program to which the ~~individual~~customer is referred;
 - b. A contact person in that program; and
 - c. Information about the most suitable services to assist the ~~individual~~customer ~~prepares~~prepare for, get or keep a job.

14.6 Counseling and Guidance

To provide individualscustomers with accurate VR information and guidance, which may include counseling and referral for job placement, a VR counseling staff member talks to the individualcustomer about his/her need to prepare for, get or keep a job. The VR counseling staff member provides advice and guidance about how the individualcustomer might proceed, explains referral sources available, and offers to initiate a referral to another program, if appropriate. These interactions occur in the course of other activities, such as completing the application, intake, and eligibility determination.

For individualscustomers who choose not to apply for IDVR services because of the ~~order~~Order of ~~selection~~Selection, a general guideline is to limit I-&R services to one appointment. The VR counselor will NOT establish an on-going counseling relationship nor perform follow-up services regarding I&R.

Counseling and Guidance – Referrals

Each office will maintain a list of ~~federal~~Federal and ~~state~~State programs with which IDVR has established a formal referral relationship. It is expected that the Idaho Department of Labor One-Stop Centers will be used extensively, but not exclusively, for the referral of individualscustomers who either choose not to apply or are on a waiting list to receive IDVR services. Other programs to be used in this capacity, as appropriate, include Tribal VR programs and other community programs. Because of limited resources in some areas and the unique needs of some individualscustomers with disabilities, there ~~will~~may not be an appropriate program available to every person.

Counseling and Guidance – Job Placement

VR counseling staff may provide brief counseling for job placement. If the individualcustomer intends to engage in independent, self-directed job search or related activities, the VR counseling staff member may provide brief counseling to assist the individualcustomer in this effort. Examples of counseling and referral for job placement may include, but are not limited to:

- A. A counseling session with the individualcustomer to discuss what efforts to find a job the individualcustomer has already tried and offering other job search strategies and suggestions.
- B. Reviewing and giving advice on an individual's a customer's resume.
- C. Discussing reasonable accommodation issues and strategies for approaching an employer.
- D. Discussing and providing the individualcustomer with access to the Internet or another resource.
- E. Sharing information about the local labor market.

1514.7 Documenting a Formal Referral

All referrals to employment-related programs must be documented, including referrals for individualscustomers who have applied and are waiting for services ~~and referrals for individuals who choose not to apply for services because of the order of selection~~. Each Regional Manager, or designee, will identify and maintain the list of regional referral sources that require a formal referral. Each time an individual a customer is referred to one of the listed organizations, the VR ~~counseling~~ staff member documents the referral in the ~~I&R portion of the~~ case management system. Every case will have an entry in the ~~I&R screen~~ case management system prior to transferring the case to the ~~order~~ Order of ~~selection~~ Selection waiting list, or the case service record will document efforts to locate referral sources and the reason(s) a referral was not provided.

If an individual a customer requests a referral, the VR ~~counseling~~ staff member prepares and sends a written referral to the organization. In addition, the VR counseling staff member provides the individualcustomer being referred with the following:

- A. A copy of the written referral notifying the other federal or state program about the referral.

- B. The name of the person in that organization to be contacted by the ~~individual~~customer being referred.

- C. Information about the most suitable services to prepare for, secure, retain, or regain employment.

Informal Referrals

VR counselors routinely provide information to applicants and eligible ~~individuals~~customers about a wide array of community assistance programs that may offer services or benefits to assist the ~~individual~~customer meet a variety of needs (food or clothing banks, medical programs, counseling services, etc.). These types of referrals are considered informal referrals. IDVR staff are encouraged to continue providing ~~individuals~~customers with information about other programs that offer services to assist them in meeting a variety of needs. ~~Informal referrals are not documented in the I&R screen.~~

1514.8 Post Employment Services

Order of ~~selection~~Selection does not impact or alter the provision of post-employment services. Post-employment services are considered an amendment of the IPE, and therefore, ~~an~~ ~~individual~~a customer who needs post-employment services is not required to meet the highest priority category currently being ~~served~~serviced under an ~~order~~Order of ~~selection~~Selection nor is the ~~individuals~~customers required to wait for services.

~~If the VR counselor determines that~~If substantial services are needed ~~a,~~ PES is not appropriate. A new application is completed subjectshould be taken and would be subjected to ~~order~~Order of ~~selection~~.

Selection.



Field Services Policy Manual

August 2012

(Approved by the Idaho State Board of Education August 16, 2012)

**IDAHO DIVISION OF VOCATIONAL REHABILITATION
FIELD SERVICES POLICY MANUAL (update to index 7/2012)**

Table of Contents (updated 7/23/2012)

SECTION 1.0 PURPOSE AND GENERAL REQUIREMENTS OF THE IDAHO VOCATIONAL REHABILITATION PARTICIPANT SERVICES PROGRAM..... 1

 1.1 *Legal Citations* 2

 1.2 *Program Requirements*..... 2

 1.3 *Provider Standards* 3

 1.4 *Selection of Service Providers* 3

 1.5 *Definitions* 3

SECTION 2.0 ETHICS..... 11

SECTION 3.0 PROTECTION, USE, AND RELEASE OF PERSONAL INFORMATION..... 12

 3.1 *Confidentiality* 12

 3.2 *Release of Personal Information to Customers with Disabilities, their, Representative or Attorney* 12

 3.3 *Release to Other Agencies or Organizations* 13

 3.4 *Release in Response to Investigations in Connection with Law Enforcement*..... 13

 3.5 *Release for Audit, Evaluation or Research*..... 13

 3.6 *Subpoena for Release of Information to the Courts, Other Judicial Bodies, Worker’s Compensation and Law Enforcement Agencies* 14

 3.7 *Social Security Information* 14

SECTION 4.0 APPEALS PROCESS 14

 4.1 *Continuation of Services Pending Completion of the Hearing* 15

 4.2 *Client Assistance Program (CAP) and Supervisory Review* 15

 4.3 *Dispute Resolution Process* 15

 4.4 *Mediation*..... 16

 4.5 *Fair Hearing Process* 17

SECTION 5.0 APPLICATION AND ELIGIBILITY DETERMINATION 18

 5.1 *Inquiry*..... 18

 5.2 *Referral* 18

 5.3 *Application for Idaho Division of Vocational Rehabilitation (IDVR) Services*..... 19

 5.4 *Assessment for Determining Eligibility and Priority for Services*..... 20

 5.5 *Eligibility Criteria*..... 20

 5.6 *Review and Assessment of Data for Eligibility Determination*..... 23

SECTION 6.0 THE DETERMINATION OF SIGNIFICANCE OF DISABILITY..... 25

 6.1 *Policy* 25

 6.2 *Definitions* 25

 6.3 *Procedures* 26

SECTION 7.0 ASSESSMENT OF VOCATIONAL REHABILITATION NEEDS	28
7.1 <i>Primary Source of Information</i>	28
7.2 <i>Comprehensive Assessment of Rehabilitation Needs</i>	29
7.3 <i>IPE Development</i>	31
7.4 <i>Medical Consultation Policy</i>	32
SECTION 8.0 PARTICIPATION OF CUSTOMERS IN COST OF SERVICES BASED ON FINANCIAL NEED	32
SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM	37
SECTION 10.0 INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)	38
10.1 <i>Options for Developing the IPE</i>	38
10.2 <i>Developing the Vocational Goal</i>	39
10.3 <i>Ticket to Work</i>	40
10.4 <i>The IPE must include the following:</i>	40
10.5 <i>Annual Review</i>	42
10.6 <i>IPE Electronic Case Management Functions</i>	42
SECTION 11.0 COMPARABLE SERVICES AND BENEFITS	44
11.1 <i>Comparable Services and Benefits</i>	44
11.2 <i>Exempt Service</i>	44
11.3 <i>Timeliness of Comparable Benefits</i>	45
SECTION 12.0 VOCATIONAL REHABILITATION SERVICES	45
12.1 <i>Timeliness</i>	45
12.2 <i>Agency Payment Policy</i>	46
12.3 <i>Counseling and Guidance</i>	54
12.4 <i>Physical and Mental Restoration Services</i>	54
12.5 <i>Training Services</i>	55
12.6 <i>Benefits Counseling</i>	57
12.7 <i>On-the-Job Supports</i>	57
12.8 <i>Job Placement of Customers</i>	57
12.9 <i>Self-Employment Policy</i>	60
12.10 <i>Effective Communication Services for Customers with Sensory Impairments</i>	83
12.11 <i>Occupational Licenses, Tools, Equipment, Initial Stocks, and Supplies Necessary in Order to Enter an Occupation</i>	83
12.12 <i>Supported Employment Services</i>	84
12.13 <i>Post-Employment Services (PES)</i>	86
12.14 <i>Rehabilitation Technology</i>	87
12.15 <i>Supportive Services</i>	88
12.16 <i>School Transition</i>	89
12.17 <i>Services to Family Members</i>	90

12.18 Personal Care Assistant Services	91
12.19 Services to a Group of Individuals	92
SECTION 13.0 CLOSURE	94
13.1 Closure during Application Status.....	94
13.2 Closure during Eligibility Status.....	97
13.3 Unsuccessful Closure after Implementation of IPE	99
13.4 Successful Competitive Closure after Implementation of IPE	100
13.5 Successful Non-Competitive Closure after Implementation of IPE	102
13.6 Closure after Post Employment Services (PES)	103
SECTION 14.0 ORDER OF SELECTION.....	103
14.1 Authority.....	103
14.2 Policy	104
14.3 Administrative Requirements.....	104
14.4 Procedures	105
14.5 Information and Referral (I & R)	106
14.6 Counseling and Guidance.....	107
14.7 Documenting a Formal Referral.....	108
14.8 Post-Employment Services.....	108

SECTION 1.0 – PURPOSE AND GENERAL REQUIREMENTS OF THE IDAHO VOCATIONAL REHABILITATION PARTICIPANT SERVICES PROGRAM

The Idaho Division of Vocational Rehabilitation (IDVR) program assists eligible persons with disabilities to prepare for and achieve an employment outcome. “Employment outcome” means entering or retaining full-time, or if appropriate, part-time competitive employment in the integrated labor market to the greatest extent possible. It also means supported employment; or other types of employment, including self-employment, consistent with self-sustaining activity for wages or compensation consistent with the customer’s strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

Competitive employment is work performed in the integrated labor market in which the customer is compensated at or above minimum wage, but not less than the customary wage and benefits paid for the same or similar work performed by customers who do not have a disability.

The IDVR is a statewide program that develops and utilizes partnerships for effective service delivery. Partnerships vary, but include those programs authorized under the Rehabilitation Act such as Independent Living Centers and Tribal Vocational Rehabilitation Programs. Programs authorized under the Workforce Investment Act (WIA) are utilized to the maximum extent possible as allowed in Section 188 of the Act. It is understood that each program is unique and offers unique cultural and professional expertise. Cooperative Agreements with respective programs are encouraged and should be referred to for local understanding. Staff is encouraged to understand these agreements and provide information, referral and services as appropriate to the needs of the customers they serve. Consult with the Regional Manager for access to pertinent cooperative agreements.

Vocational Rehabilitation is based upon an Individual Plan of Employment (IPE) that is oriented to the achievement of an employment outcome. Services provided to persons with disabilities must be documented as necessary to overcome related barriers to employment and must be provided as cost effectively as possible.

The Division strives to maintain a highly accountable program to all customers.

IDVR provides, as appropriate to the vocational rehabilitation needs of each eligible customer, goods or services necessary to enable the customer to achieve an employment outcome.

EXCEPTION TO POLICY

VR Counselors are delegated substantial decision and purchasing authority based upon the caps outlined in the Payment Policy. Exceptions to policy require the approval of a VR Regional Manager and the notification and consultation of the Chief of Field Services. Documentation of the VR Regional Manager’s approval must be noted in the case file.

Purchases in excess of delegated authority are reviewed by the Regional Manager and approved by the Chief of Field Services or designee. Documentation of the approval of purchases in excess must be noted in case file.

1.1 Legal Citations

The IDVR program is operated in compliance with the Federal Rehabilitation Act of 1973, as amended. The legal authorities for the policies contained in the Vocational Rehabilitation Services Policy Manual are: Title 34 CFR Part 361, issued January 17, 2001 in the Federal Register implementing the Rehabilitation Act Amendments of 1998; and Title 67, Chapter 53 of the Idaho code related to provisional appointments in state government for those with severe disabilities.

1.2 Program Requirements

Eligibility is determined without regard to sex, race, creed, age, color, national origin or type of disability.

There is no duration of residency requirement. The customer must be living in the State of Idaho and legally able to work in the United States.

IDVR will establish and maintain a record of services for each customer for, and recipient of, vocational rehabilitation services, which includes data necessary to comply with VR agency and Federal Rehabilitation Service Administration (RSA) requirements.

In the purchase of goods or services for persons with disabilities, IDVR complies with its procurement policy, Purchase of Services and Supplies for customer use in the Vocational Rehabilitation Program.

Case service expenditures require written authorization prior to the initiation of the service or purchase of any goods. Oral authorizations by a Regional Manager or above are permitted in emergency situations, but must be confirmed promptly in writing and forwarded to the provider. Emergency oral authorizations are to be followed up with a written authorization within three (3) business days.

Goods and services will be provided subject to the guidelines of the Order of Selection (Section 14.0).

When appropriate, counselors shall refer customers with disabilities to receive services from other agencies and organizations.

Each applicant or eligible customer being provided vocational rehabilitation services shall be informed of the procedure for requesting a review and a determination of agency action concerning the furnishing or denial of services, including the names and addresses of individuals with whom appeals may be filed and the availability of the Client Assistance Program (CAP).

1.3 Provider Standards

IDVR requires service providers:

To be licensed by the Division of Occupational Licensing, the U.S. Department of Education Office of Post-Secondary Education, or a professional certifying body.

OR

IDVR requires service providers that offer vocational rehabilitation services to apply to be an approved service provider with the Division. CRPs must be accredited based on IDAPA rules.

OR

IDVR Counselors may occasionally approve the purchase of services from non-license providers such as, educational tutoring, foreign language interpreters, or other services to support the rehabilitation needs of a customer.

1.4 Selection of Service Providers

Providers are selected by a combination of the customer's informed choice and State procurement rules. VR counselors will assist the customer in acquiring information necessary to make an informed choice regarding the selection of service provider.

1.5 Definitions:

(Reference Federal Register / Vol. 66, No. 11 / Wednesday, January 17, 2001 / Rules and Regulation)

- a. ***Applicant*** means, customer who submits an application for vocational rehabilitation services in accordance with Sec. 361.41(b)(2). (Authority: Section 12(c) of the Act; 29 U.S.C 709 (c))

- b. ***Assessment for determining eligibility and vocational rehabilitation needs*** means, as appropriate in each case, (i)(A) A review of existing data—(1) To determine if a customer is eligible for vocational rehabilitation services; and (2) To assign priority for an order of selection described in Sec. 361.36 in the States that use an order of selection; and (B) To the extent necessary, the provision of appropriate assessment activities to obtain necessary additional data to make the eligibility determination and assignment; (ii) To the extent additional data are necessary to make a determination of the employment outcomes and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment for an eligible customer, a comprehensive assessment to determine the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, including the need for support employment, of the eligible customer. This comprehensive assessment – (A) is limited to information that is necessary to identify the rehabilitation needs of the customer and to develop the individualized plan of employment of the eligible customer; (B) Uses as a primary source of information, to the maximum extent possible and appropriate and in accordance with confidentiality requirements –
 - 1) Existing information obtained for the purposes of determining the eligibility of the customer and assigning priority for an order of selection described in Sec. 361.36 for the customer; and
 - 2) Information that can be provided by the customer and, if appropriate, by the family of the customer; (c) May include, to the degree needed to make such a

determination, an assessment of the personality, interests, interpersonal skills, intelligence and related functional capacities, educational achievements, work experience, vocational aptitudes, personal and social adjustments, and employment opportunities of the customer and the medical, psychiatric, psychological, and other pertinent vocational, educational, cultural, social, recreational, and environmental factors that effect the employment and rehabilitation needs of the customer; and (D) May include, to the degree needed an appraisal of the patterns of work behavior of the customer and services needed for the customer to acquire occupational skills and to develop work attitudes, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the customer to perform adequately in a work environment; (iii) Referral, for the provision of rehabilitation technology services to the customer, to assess and develop the capacities of the customer to perform in a work environment; and (iv) An exploration of the customer's abilities, capabilities, and capacity to perform in work situations, which must be assessed periodically during trial work experience, including experiences in which the customer is provided appropriate supports of training.
(Authority: Section 7(2) of the Act; 29 U.S.C. 705(2))

- c. ***Assistive technology device*** means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a customer with a disability.
(Authority: Section 7(3) of the Act; 29 U.S.C. 705(3))
- d. ***Assistive technology service*** means any service that directly assists a customer with a disability in the selection, acquisition, or use of an assistive technology device, including:
(i) The evaluation of needs of a customer with a disability, including a functional evaluation of the customer in his or her customary environment; (ii) Purchasing, leasing, or otherwise providing for the acquisition, by a customer with a disability, of an assistive technology device; (iii) Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices; (iv) Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs; (v) Training or technical assistance for a customer with a disability or, if appropriate, the family members, guardians, advocates, or authorized representatives of the customer; and (vi) Training or technical assistance for professionals (including customers providing education and rehabilitation services), employers, or others who provide services to, employ, or are otherwise substantially involved in the major life functions of customers with disabilities, to the extent that training or technical assistance is necessary to the achievement of an employment outcome by a customer with a disability. (Authority: Sections 7(4) and 12(c) of the Act; 29 U.S.C. 705(4) and 709 (c))
- e. ***Community rehabilitation program.*** (i) Community rehabilitation program means a program that provides directly or facilitates the provision of one or more of the following vocational rehabilitation services to customers with disabilities to enable those customers to maximize their opportunities for employment, including career advancement: (A) Medical, psychiatric, psychological, social, and vocational services that are provided

under one management; (B) Testing, fitting, or training in the use of prosthetic and orthotic devices; (C) Recreational therapy; (D) Physical and occupational therapy; (E) Speech, language, and hearing therapy (F) Psychiatric, psychological, and social services, including positive behavior management;. (G) Assessment for determining eligibility and vocational rehabilitation needs; (H) Rehabilitation Evaluation or control of specific disabilities; (K) Orientation and mobility services for customers who are blind; (L) Extended employment; (M) Psychosocial rehabilitation services; (N) Supported employment services and extended services; (O) Services to family members if necessary to enable the applicant or eligible customer to achieve an employment outcome; (P) Personal assistance services; (Q) Services similar to the services described in paragraphs (A) through (P) of this definition. (ii) For the purposes of this definition, the word program means an agency, organization, or institution, or unit of an agency, organization, or institution, that provides directly or facilitates the provision of vocational rehabilitation services as one of its major functions.

- f. **Comparable services and benefits means**, (i) Services and benefits that are (A) Provided or paid for, in whole or in part, by other Federal, State, or local public agencies, by health insurance, or by employee benefits; (B) Available to the customer at the time needed to ensure the progress of the customer toward achieving the employment outcome in the customer's individualized plan for employment in accordance with Sec. 361.53; and (C) Commensurate to the services that the customer would otherwise receive from the designated State vocational rehabilitation agency. (ii) For the purposes of this definition, comparable benefits do not include awards and scholarships based on merit. (Authority: Sections 12 (c) and 101 (a)(8) of the Act; 29 U.S.C. 709 (c) and 721 (a)(8))
- g. **Competitive employment** means work; (i) in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting; and (ii) For which a customer is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by customers who are not disabled. (Authority: Sections 7(11) and 12© of the Act; 29 U.S.C. 705(11) and 709 (c))
- h. **Employment outcome** means, with respect to a customer, entering or retaining full-time or, if appropriate, part-time competitive employment, as defined in Sec. 361.5 (b)(11), in the integrated labor market, supported employment, or any other type of employment in an integrated setting, including a customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (Authority: Sections 7(11), 12(c), 100(a)(2), and 102 (b)(3)(A) of the Act; 29 U.S.C. 705 (11), 709(c), 720 (a)(2), and 722 (b)(3)(A))
- i. **Employment outcome maintained** means the customer has maintained the employment outcome for an appropriate period of time, but not less than 90 days, necessary to ensure the stability of the employment outcome and the customer no longer needs vocational rehabilitation services.

- j. **Satisfactory outcome** means at the end of the appropriate period, not less than 90 days, the customer and the vocational counselor consider the employment outcome to be satisfactory and agree that the customer is performing well in the employment.
- k. **Extended services** means ongoing support services and other appropriate services that are needed to support and maintain a customer with a most significant disability in supported employment and that are provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, from funds other than funds received under this part and 34 CFR part 363 after a customer with a most significant disability has made the transition from support provided by the designated State unit. (Authority: Sections 7 (13) and 623 of the Act; 29 U.S.C. 705 (13) and 795i)
- l. **Family member**, for purposes of receiving vocational rehabilitation services in accordance with Sec 361.48(i), means a customer; (i) Who either, (A) Is a relative or guardian of an applicant or eligible customer; or (B) Lives in the same household as an applicant or eligible customer; (ii) Who has a substantial interest in the well-being of that customer; and (iii) Whose receipt of vocational rehabilitation services is necessary to enable the applicant or eligible customer to achieve an employment outcome. (Authority; Sections 12 (c) and 103 (a)(17) of the Act; 29 U.S.C. 709 (c) and 723 (a)(17))
- m. **Homemaker** is recognized as non-competitive gainful work. In order for a household manager to be considered an appropriate vocational objective, the customer must perform a majority of certain work activities within a family unit. These include, but are not limited to: family financial management, cleaning, meal preparation, laundry, mending, childcare, and other household activities. The performance of these responsibilities must positively impact the family's economic circumstances. For example, by rehabilitating a household manager, economic advantage occurs because the family will not have to pay someone else to perform household management tasks.
- n. **Indian tribe** means any Federal or State Indian tribe, band, Rancheria, pueblo, colony, or community, including any Idaho native village or regional village corporation. (Authority: Section 7 (19)(B) of the Act; 29 U.S.C. 705 (19)(B))
- o. **Customer with a disability**, except as provided in Sec. 361.5(b)(29), means a customer (i) Who has a physical or mental impairment; (ii) Whose impairment constitutes or results in a substantial impediment to employment; and (iii) Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services. (Authority; Sections 7(20)(A) of the Act; 29 U.S.C. 705(20)(A))
- p. **Customer's representative** means any representation chosen by a customer or eligible customer, as appropriate, including a parent, guardian, other family member, or advocate, unless a representative has been appointed by a court to represent the customer, in which case the court-appointed representative is the customer's representative. (Authority: Sections 7 (22) and 12 (c) of the Act; 29 U.S.C. 705(22) and 709 (c))
- q. **Informed choice** means the process by which customers in the public rehabilitation program make decisions about their vocational goals, the services and service providers necessary to reach those goals, and how those services will be procured. The decision

making process takes into account the customer's values, lifestyle, and characteristics, the availability of resources and alternatives, and general economic conditions.

Informed Choice Guidelines:

Informed choice does not mean unlimited choice. A customer's choices are limited by several factors.

- The choice must relate to and be necessary to achieving an employment outcome
 - The choice must be cost effective
 - The choice must be consistent with the customer's strengths, resources, priorities, abilities, capabilities, needs and interests.
 - The choice must be made pursuant to all Federal, State, and IDVR rules related to purchasing and providing services.
- r. *Integrated setting*,** (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible customers interact with non-disabled customers other than non-disabled customers who are providing services to those applicants or eligible customers; (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible customers interact with non-disabled customers, other than non-disabled customers who are providing services to those applicants or eligible customers, to the same extent that non-disabled customers in comparable positions interact with other persons. (Authority: Sections 12 (c) of the Act; 29 U.S.C. 709 (c))
- s. *Maintenance*** means monetary support provided to a customer for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the customer and that are necessitated by the customer's participation in an assessment for determining eligibility and vocational rehabilitation needs or the customer's receipt of vocational rehabilitation services under an individualized plan for employment. (Authority: Sections 12 (c) and 103 (a)(7) of the Act; 29 U.S.C. 709 (c) and 723 (a)(7))
- t. *Ongoing support services*,** as used in the definition of "Supported employment" (i) Means services that are (A) Needed to support and maintain a customer with a most significant disability in supported employment; (B) Identified based on a determination by the designated State unit of the customer's need as specified in an individualized plan for employment; and (C) Furnished by the designated State unit from the time of job placement until transition to extended service, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the customer's term of employment in a particular job placement or multiple placements if those placements are being provided under a program of transitional employment; (ii) Must include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability bases on; (A) At a minimum, *twice-monthly monitoring at the worksite* of each customer in supported employment; or (B) If under specific circumstances, especially at the request of the customer, the individualized plan for employment provides for *off-site monitoring, twice monthly meetings with the customer*; (iii) Consist of; (A) Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described in paragraph (b)(6)(ii) of this section; (B)

The provision of skilled job trainers who accompany the customer for intensive job skill training at the work site; (C) Job development and training; (D) Social skills training; (E) Regular observation or supervision of the customer; (F) Follow-up services including: regular contact with the employers, the customers, the parents, family members, guardians, advocates, or authorized representatives of the customers, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; (G) Facilitation of natural supports at the worksite; (H) Any other service identified in the scope of vocational rehabilitation services for customers, described in SEC. 361.48; or (I) Any service similar to the foregoing services. (Authority: Sections 7 (27) and 12 (c) of the Act; 29 U.S.C. 705 (27) and 709 (c))

- u. *Personal assistance services*** means a range of services provided by one or more persons designed to assist a customer with a disability to perform daily living activities on or off the job that the customer would typically perform without assistance if the customer did not have a disability. The services must be designed to increase the customer's control in life and ability to perform everyday activities on or off the job. The services must be necessary to the achievement of an employment outcome and may be provided only while the customer is receiving other vocational rehabilitation services. The services may include training in managing, supervising, and directing personal assistance services. (Authority: Sections 7(28), 102(b)(3)(B)(i)(I), and 103(a)(9) of the Act; 29 U.S.C. 705(28), 722(b)(3)(B)(i)(I), and 723(a)(9)) [[Page 272]]
- v. *Physical and mental restoration services*** means; (i) Corrective surgery or therapeutic treatment that is likely, within a reasonable period of time, to correct or substantially modify a stable or slowly progressive physical or mental impairment that constitutes a substantial impediment to employment; (ii) Diagnosis of and treatment for mental or emotional disorders by qualified personnel in accordance with State licensure laws; (iii) Dentistry; (iv) Nursing services; (v) Necessary hospitalization (either inpatient or outpatient care) in connection with surgery or treatment and clinic services; (vi) Drugs and supplies; (vii) Prosthetic and orthotic devices; (viii) Eyeglasses and visual services, including visual training, and the examination and services necessary for the prescription and provision of eyeglasses, contact lenses, microscopic lenses, telescopic lenses, and other special visual aids prescribed by personnel that are qualified in accordance with State licensure laws; (ix) Podiatry; (x) Physical therapy; (xi) Occupational therapy; (xii) Speech or hearing therapy; (xiii) Mental health services; (xiv) Treatment of either acute or chronic medical complications and emergencies that are associated with or arise out of the provision of physical treatment; (xv) Special services for the treatment of customers with supplies; and (xvi) Other medical or medically related rehabilitation services. (Authority: Sections 12 (c) and 103 (a)(6) of the Act; 29 U.S.C. 709 (c) and 723 (a)(6))
- w. *Physical or mental impairment*** means; (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculo-skeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or (ii) Any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (Authority: Sections 7(20)(A) and 12 (c) of the Act; 29 U.S.C. 705(20)(A) and 709 (c))

- x. ***Post-employment services*** means one or more of the services identified in Section 361.48 that are provided subsequent to the achievement of an employment outcome and that are necessary for a customer to maintain, regain, or advance in employment, consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (Authority: Sections 12 (c) and 103 (a)(18) of the Act; 29 U.S.C. 709 (c) and 723 (a)(18)) Note to paragraph (b)(42): Post-employment services are intended to ensure that the employment outcome remains consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. These services are available to meet rehabilitation needs that do not require a complex and comprehensive provision of services and, thus, should be limited in scope and duration. If more comprehensive services are required, then a new rehabilitation effort should be considered. Post-employment services are to be provided under an amended individualized plan for employment; thus, a re-determination of eligibility is not required. The provision of post-employment services is subject to the same requirements in this part as the provision of any other vocational rehabilitation service. Post-employment services are available to assist a customer to maintain employment, e.g., the customer's employment is jeopardized because of conflicts with supervisors or co-workers, and the customer needs mental health services and counseling to maintain the employment; to regain employment, e.g., the customer's job is eliminated through re-organization and new placement services are needed; and to advance in employment, e.g., the employment is no longer consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

The customer is informed through appropriate modes of communication of the availability of post-employment services.

- y. ***Rehabilitation engineering*** means the systematic application of engineering sciences to design, develop, adapt, test, evaluate, apply, and distribute technological solutions to problems confronted by customers with disabilities in functional areas, such as mobility, communications, hearing, vision, and cognition, and in activities associated with employment, independent living, education, and integration into the community. (Authority: Section 7(12)(c) of the Act; 29 U.S.C. 709 (c))
- z. ***Rehabilitation technology*** means the systematic application of technologies, engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, customers with disabilities in areas that include: education, rehabilitation, employment, transportation, independent living, and recreation. The term includes rehabilitation engineering, assistive technology devices, and assistive technology services. (Authority: Section 7(30) of the Act; 29 U.S.C. 705(30))
- aa. ***Substantial impediment to employment*** means that a physical or mental impairment (in light of attendant medical, psychological, vocational, educational, communication, and other related factors) hinders a customer from preparing for, entering into, engaging in, or retaining employment consistent with the customer's abilities and capabilities. (Authority: Sections 7(20)(A) and 12 (c) of the Act; 29 U.S.C. 705(20)(A) and 709 (c))
- bb. ***Supported employment means***, (i) Competitive employment in an integrated setting, or employment in integrated work settings in which customers are working toward

competitive employment, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the customers with ongoing support services for customers with the most significant disabilities; (A) For whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and (B) Who, because of the nature and severity of their disabilities, need intensive supported employment services from the designated State unit and extended services after transition as described in paragraph (b)(20) of this section to perform this work; or (ii) Transitional employment, as defined in paragraph (b)(54) of this section, for customers with the most significant disabilities due to mental illness. (Authority: Section 7(35) of the Act; 29 U.S.C. 705(35))

- cc. **Supported employment services** means ongoing support services and other appropriate services needed to support and maintain a customer with a most significant disability in supported employment that are provided by the designated State unit; (i) For a period of time not to exceed 18 months, unless under special circumstances the eligible customer and the rehabilitation counselor or coordination jointly agree to extend the time, to achieve the employment outcome identified in the individualized plan for employment; and (ii) Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment. (Authority: Sections 7(36) and 12 (c) of the Act; 29 U.S.C. 705(36 and 709 (c))
- dd. **Transition services** means a coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities, including: post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities must be based upon the student's needs, taking into account the student's preferences and interests, and must include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services must promote or facilitate the achievement of the employment outcome identified in the student's individualized plan for employment. (Authority: Sections 7(37) and 103 (a)(15) of the Act; 29 U.S.C. 705(37) and 723 (a)(15))
- ee. **Transitional employment**, as used in the definition of "Supported employment," means a series of temporary job placements in competitive work in integrated settings with ongoing support services for customers with the most significant disabilities due to mental illness. In transitional employment, the provision of ongoing support services must include continuing sequential job placement until job permanency is achieved. (Authority: Sections 7(35)(B) and 12 (c) of the Act; 29 U.S.C. 705(35)(B) and 709 (c))
- ff. **Transportation** means travel and related expenses that are necessary to enable an applicant or eligible customer to participate in a vocational rehabilitation service, including expenses for training in the use of public transportation vehicles and systems. (Authority: 103 (a)(8) of the Act; 29 U.S.C. 723 (a)(8)) (i)

gg. *Unpaid Family Worker* is recognized as non-competitive gainful work. In order for unpaid family work to be considered an appropriate vocational objective, the customer must work in a family business or on a family farm, which is operated by one or more members of the customer's family.

hh. *Vocational Rehabilitation Counselor* (VRC) is the designated employee position in charge of managing the customer's case. For the purposes of this manual a Vocational Rehabilitation Specialist is considered a VRC.

SECTION 2.0 – ETHICS

- A. All Idaho Division of Vocational Rehabilitation (IDVR) employees must adhere to the Idaho Ethics in Government Manual:
<http://www2.state.id.us/ag/manuals/index/html>
- B. IDVR ascribes to, and requires all Vocational Rehabilitation Counselors and Field Services Staff to follow the Code of Professional Ethics for Rehabilitation Counselors accepted by the Commission of Rehabilitation Counselor Certification (CRCC).
<http://www.crcertification.com>
- C. Provision of Services to Potential and Current IDVR Employees/Interns/Volunteers
- If an IDVR employee becomes a customer, their VR case will be served by a region other than where they work.
 - If an IDVR customer accepts employment with IDVR their case will be served by a region different than where they accepted employment.
- D. Internships, participants in training programs, or trial work experiences of customers served by IDVR will not be served from a counselor in the same office where the trial work, internship, or participation in training programs is located.
- E. If a family member of an employee or a family member of anyone who resides in the employee's residence applies for services they will be served by a counselor from a different region from the employee.
- F. An employee shall not financially benefit from decisions made under the authority of IDVR.
- G. An employee will not make IDVR purchases (case services or other purchases) from a family member or a family member of anyone who resides in the employee's residence, or from a business owned or controlled by such an individual. This includes customer reimbursements.

SECTION 3.0 PROTECTION, USE, AND RELEASE OF PERSONAL INFORMATION

3.1 Confidentiality

All information acquired by Idaho Division of Vocational Rehabilitation (IDVR) must be used only for purposes directly connected with the administration of the vocational rehabilitation program. As a general rule, information containing personal information may not be shared with advisory or other bodies that do not have official responsibility for administration of the program, except as provided in this policy. Use, release, and obtaining of personal information by IDVR shall conform to applicable State law and rules, and applicable Federal law and regulations.

Requests for information under the Idaho public records laws should be referred to the deputy attorney general assigned to the Agency.

For purposes of this policy, informed written consent shall:

- A. Be explained in language that the customer or their representative understands;
- B. Be dated, and specify the length of effect;
- C. Be specific in designating IDVR as the agency authorized to use, disclose or receive information;
- D. Be specifically designated to the parties to whom the information may be released;
- E. Specifically designate the parties whom the information may be released; and
- F. Be specific as to the purpose(s) for which the information may be used.

3.2 Release of Personal Information to Customers with Disabilities, their Representative or Attorney

If requested in writing by a customer of IDVR, and upon informed written consent by the customer and/or his or her representative, all information in such customer's case record that pertains to such customer shall be made available in a timely manner to that customer, except:

- 3.2.1** Medical, psychological or other information that IDVR believes may be harmful to the customer. This information may not be released directly to the customer but may be provided to the customer through a third party chosen by the customer, which may include, among others, an advocate, a family member, or a qualified medical or mental health professional, unless a representative has been appointed by a court to represent the customer, in which case the information must be released to the court appointed representative.

3.2.2 Information obtained from outside IDVR may be released only under the conditions established by the outside agency, organization or provider or mandated for them by Federal or State law.

3.2.3 An applicant or eligible customer who believes that information in the customer's record of services is inaccurate or misleading may request that IDVR amend the information. If the information is not amended, the request for an amendment must be documented in the record of service.

3.2.4 IDVR will respond to a case records request made under this section within ten (10) working days after receipt of a written request. One current copy of the case record will be made for the customer at no charge. Additional copies will be provided at the flat fee of \$25 each.

3.3 Release to Other Agencies or Organizations

If information requested has been obtained from another agency, organization or professional, it will be released only under conditions established by that agency, organization or professional.

- IDVR may release personal information without informed written consent of the customer in order to protect the customer or others when the customer poses a threat to his/her safety or the safety of others.

3.4 Release in Response to Investigations in Connection with Law Enforcement

IDVR shall release personal information in response to investigations in connections with law enforcement, fraud, or abuse, unless expressly prohibited by Federal or State laws or regulations, and in response to a court order.

3.5 Release for Audit, Evaluation or Research

At the discretion of the Administrator, personal information may be released to an organization, agency, or customer engaged in audit, evaluation or research only for purposes directly connected with the administration of the vocational rehabilitation program, or for purposes which would significantly improve the quality of life for customers with disabilities, and only if the organization, agency or customer assures that:

- A. The information will be used only for the purposes for which it is being provided;
- B. The information will be released only to customers officially connected with the audit, evaluation or research;
- C. The information will not be released to the involved customer;
- D. The information will be managed in a manner to safeguard confidentiality and,

- E. The final product will not reveal any personal identifying information without the informed written consent of the involved customer, and/or his/her representative.

3.6 Subpoena for Release of Information to the Courts, Other Judicial Bodies, Worker's Compensation and Law Enforcement Agencies

A subpoena issued to IDVR for information relating to a customer of IDVR must immediately be referred to the Chief of Field Services who will subsequently refer the document to the Deputy Attorney General assigned to the Agency to determine how the agency will respond to the subpoena.

3.7 Social Security Information

Confidentiality of SSA information is covered under Section 11.06 of the Social Security Act and may be disclosed only as prescribed by regulations. The Act permits disclosure of all information about a claimant to State VR agencies. State VR agencies routinely obtain information, including entitlement and medical information, from SSA records. Medical information may be obtained without the claimant's consent; however, State VR agencies may not permit access to such information, release it further (this includes other state agencies), or testify concerning it for any other purpose than the rehabilitation of the Social Security Disability beneficiary claimant. To obtain information from Disability Determination Services, a release form must be used.

SECTION 4.0 APPEALS PROCESS

The IDVR counselor shall notify and provide written information to all applicants and eligible customers regarding:

- A. Their right to appeal determinations made by IDVR personnel, which affect the provision of rehabilitation services;
- B. Their right to request mediation;
- C. The names and addresses IDVR personnel to whom requests for mediation or appeals may be filed;
- D. The manner in which a mediator or hearing officer may be selected;
- E. Availability of assistance from the Client Assistance Program (CAP).
- F. If the Agency is following an Order of Selection, it shall inform all eligible customers of the priority they are in.

Timing of such notification shall be provided by the IDVR counselor:

- A. At the time a customer applies for rehabilitation services;
- B. At the time of the Individualized Plan for Employment (IPE) is developed;

- C. At the time the customer is assigned to a category in the State's Order of Selection, if applicable; and
- D. Upon reduction, suspension, or cessation of approved rehabilitation services for the customer.

Whenever possible, IDVR will attempt to resolve conflicts informally or through the Dispute Resolution process. IDVR will not pay for a customer's legal services.

IDVR shall make disability related accommodations to assist customers in the conduct of the appeals process.

4.1 Continuation of Services Pending Completion of the Appeal Process

Pending a final determination of an Informal Review or Fair Hearing or participation in Mediation, IDVR may not suspend, reduce, or terminate approved services being provided under an IPE, unless the services were obtained through misrepresentation, fraud or collusion or the customer or authorized representative, requests suspension, reduction, or termination of services.

4.2 Client Assistance Program (CAP) and Supervisory Review

The CAP and supervisory review are encouraged as a means to resolve dissatisfaction. These options are in keeping with the IDVR policy to resolve a customer's dissatisfaction at the earliest possible time.

4.3 Dispute Resolution Process

4.3.1 The Informal Review process is an option available to the customer as a proven means likely to result in a timely resolution of disagreements. A customer must request an Informal Review within twenty-one (21) calendar days of the agency notice regarding IDVR's decision to provide or deny services that are in question. The request must be in writing to the Regional Manager. The request must describe the complaint.

In holding an Informal Review, the Regional Manager will function as the Review Officer. At the customer's request another Regional Manager may be substituted. The reviewer will be responsible for:

- A. Advising the customer of his/her right to have a representative present and encouraging the customer to use the services of CAP.
- B. Conducting the review within fifteen (15) calendar days following written receipt of a request for such a hearing. Unless an extension is agreed to by both parties.
- C. When the customer makes a documented effort to utilize CAP or another selected advocate to resolve his/her dissatisfaction, the time allowed for conducting an Informal Review will be extended accordingly.

- D. Holding the review at a time and place convenient to the customer, generally at the local IDVR branch office.
- E. Providing communication methods for those customers who have a sensory impairment. An interpreter will be provided for those customers who cannot communicate in English.
- F. If needed, assure that the customer is provided transportation to and from the review site.
- G. The Informal Review Officer (Regional Manager) will attempt to resolve the matter to the satisfaction of the customer, developing a written proposal with the customer at the conclusion of the appeal process. The results are binding for the agency unless the proposal is not permitted by law. The customer may reject the proposal and request a Fair-Hearing within ten (10) calendar days of the Informal Review proposal or sixty (60) calendar days of the original IDVR decision, whichever ever one comes later.

4.4 Mediation

4.4.1 Mediation is an alternate dispute resolution method available to applicants and eligible customers who have initiated the Formal Appeals Process.

- A. A customer must request Mediation within twenty (20) calendar days of the original decision or ten (10) calendar days following the written proposal from the Informal Review. Mediation is available to a customer when an Informal Review has not resolved the dispute to the satisfaction of the customer.
- B. Requests for mediation must be made in writing to the Chief of Field Services and clearly state the reason for dissatisfaction with the decision or results of the Informal Review. The Chief of Field Services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in the Agency action that created the customer's dissatisfaction.
- C. Participation in the mediation process is voluntary on the part of the customer and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Either party, once accepting mediation as an alternate dispute resolution method, may terminate the mediation process.
- D. Mediation is not used to deny or delay the customer's right to pursue a Fair Hearing. Should the customer and/or designated representatives select mediation in lieu of a Fair Hearing the option for the Fair Hearing will be extended to allow the results of the mediation to be established. After the final results of the mediation are determined, the customer retains the right to request a Fair Hearing.
- E. Mediation is conducted by qualified and impartial mediators, who are selected randomly from a list of mediators maintained by the IDVR.

- F. Mediation discussions are confidential and may not be used as evidence in a subsequent Fair Hearing. A confidentiality agreement will be signed by both parties at the beginning of the mediation process.
- G. The mediator will develop a written Mediation Agreement, if an agreement between the parties is reached, it must be signed by the customer, the mediator, and IDVR.
- H. Cost of mediation is paid by IDVR. IDVR is not required to pay for any cost related to the representation of a customer.

4.5 Fair Hearing Process

The Fair Hearing Process is an option available to any customer who is dissatisfied with any determination made by personnel of IDVR that affects the provisions of vocational rehabilitation services. A customer may request a Fair Hearing immediately without having to go through the other appeal steps.

A customer may request, or if appropriate, may request through the customer's representative, a timely review of the determination. Such a request must be made within sixty (60) days of the IDVR decision resulting in the initial disagreement or within ten (10) calendar days of the conclusion of the Informal Review or ten (10) calendar days of the conclusion of the Mediation Process whichever is later. The Fair Hearing Process shall include a Fair Hearing by a Fair Hearing Officer (FHO).

- 4.5.1** A Formal Hearing is a procedure whereby a customer who is dissatisfied with any determination concerning the provision or denial of IDVR services or the findings of the Informal Review or Mediation may seek a determination of the agency action before a Fair Hearing Officer.
- 4.5.2** A request for a Fair Hearing must be sent in writing to the Chief of Field Services and clearly state the customer's dissatisfaction with the Agency's decision.
- 4.5.3** The hearing shall be conducted within sixty (60) calendar days of receipt of the customer's request for review, unless informal resolution is achieved prior to the 60th day, or both parties agree to a specific extension of time.
- 4.5.4** A list of Fair Hearing Officers shall be identified jointly by the Administrator of IDVR and the State Rehabilitation Council.
- 4.5.5** The Fair Hearing Officer will be selected from the list by the Administrator of IDVR and the customer.
- 4.5.6** The Fair Hearing Officer shall issue a written report of the findings and decision of the hearing within thirty (30) calendar days of the completion of the hearing.
- 4.5.7** The decision of the Fair Hearing Officer shall be considered final by the agency.

4.5.8 Any party who disagrees with the findings and decisions of a Fair Hearing Officer shall have the right to bring a civil action with respect to the matter in dispute. The action may be brought in any State court of competent jurisdiction or in a district court of the United States of competent jurisdiction without regard to the amount in controversy.

SECTION 5.0 APPLICATION AND ELIGIBILITY DETERMINATION

- A. People with disabilities can achieve competitive, high quality employment in an integrated setting and can live full productive lives.
- B. People with disabilities often experience major barriers related to the low expectations of and misunderstandings toward, people with disabilities that exists within society, within the persons with disabilities themselves, and sometimes, within our own rehabilitation system.
- C. People with disabilities should have responsibility and accountability to make their own choices about their lives; the kind of employment they want to pursue, who they want to provide services for them, as well as the kind of services they need.
- D. The primary purpose and role of the public vocational rehabilitation system is to empower individuals with disabilities by providing them with information, education, training, and confidence, in order that they will make effective employment choices when appropriately informed. It is also the purpose of the public vocational rehabilitation system to support those choices when they are based upon reasonable and verifiable premises.
- E. The most effective rehabilitation occurs when there are true partnerships between the Federal and State partners, State agency providers, community providers and employers, the disability community, all other partners, and the consumer.

The ultimate goal is to provide eligible customers with the skills, tools and information to aid in their vocational discovery process and to initiate informed choices when creating their Individual Plan for Employment (IPE) with the VR counselor.

5.1 Inquiry

IDVR will respond to all general inquiries for VR services received via telephone, mail or electronic format within seven (7) business days.

5.2 Referral

A completed Referral form for VR services from customers available to participate in services that are made via mail or electronic format will be entered into the case management system as an open referral within three (3) business days. IDVR staff will make a minimum of three (3) attempts to contact the customer before the referral is closed. The first attempt will include a phone call or e-mail. If unable to make contact, a letter will be sent to confirm IDVR has received the inquiry and will include the VR office phone number. If the customer does not respond to the first letter, a second letter will be sent stating that IDVR has been unable to

contact the customer and that the referral for services will be closed. Attempts to reach the customer and those results will be documented in the case management system.

5.3 Application for Idaho Division of Vocational Rehabilitation (IDVR) Services

An application process is complete when the following three criteria are met:

1. IDVR receives a signed and dated application signature sheet from a customer or his/her representative, or an alternate request for application is made to an IDVR office;

And

2. The customer provides the information needed to begin an assessment of eligibility. Information gathered in the intake interview meets this criterion;

And

3. The customer is available and free of restrictions to complete the assessment process for determining eligibility for VR services.

There is no duration of residency requirement. The customer must be living in the State of Idaho and legally able to work in the United States.

Applicants must be available and participate in the eligibility determination process.

IDVR must, as part of the application process, inform applicants that the goal of the VR services is to assist eligible customers to obtain or maintain employment and that services provided are toward this goal. Customers must also be informed of their rights and responsibilities.

The 60-day eligibility determination period begins when the application process is complete.

5.3.1 Orientation to Vocational Rehabilitation

IDVR is obligated to provide all customers with information about the following:

1. The Client Assistance Program (CAP);
2. Confidentiality;
3. VR services;
4. Informed choice;
5. The rehabilitation process;
6. That customers who receive VR services must intend to achieve an employment outcome;
7. The rights and responsibilities of the customer; and
8. The VR appeals process.

This information may be conveyed to customers through group orientations, in a one-on-one interview setting or over the telephone by IDVR staff.

5.3.2 Intake Interview

The intake interview is part of the application process and is the beginning of the assessment process to determine eligibility and potential services to be included on the Individualized Plan for Employment (IPE). Medical, psychological, social, vocational, educational, cultural and economic information is gathered to determine the unique strengths, abilities, and interests of the customer.

Prior to the end of the intake interview, the IDVR staff member should identify the actions needed by both IDVR and the customer. This could include:

1. Appointment(s) scheduled
2. Releases of Information obtained
3. Authorizations to be issued
4. Referral letters
5. Next scheduled meeting
6. Existing information the customer agrees to provide VR staff

5.4 Assessment for Determining Eligibility

Any customer who applies for services shall undergo an assessment for determining eligibility and the priority for services, the results of which shall be shared with the customer.

The assessment will be conducted in the most integrated setting possible and consistent with the needs and informed choice of the customer.

Eligibility for IDVR services shall be determined within a reasonable period of time, not to exceed sixty (60) days after the application for services (All three components of an application received) unless the following occurs:

- A. The customer is notified that exceptional and unforeseen circumstances beyond control of IDVR preclude the counselor from completing the determination within the prescribed time frame and customer agrees that an extension of time is warranted;

OR

- B. A trial work experience including an exploration of the customer's abilities, capabilities, and capacity to perform in work situations is carried out;

OR

- C. An extended evaluation is necessary.

5.5 Eligibility Criteria

A customer is eligible for Vocational Rehabilitation if the following criteria are met:

- A. A determination by qualified personnel that the customer has a physical or mental impairment;

- B. A determination by a qualified vocational rehabilitation counselor that the customer's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant;
- C. A determination by a qualified vocational rehabilitation counselor employed by IDVR that the customer requires vocational rehabilitation services to prepare for, secure, retain or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice;
- D. A presumption by a qualified vocational rehabilitation counselor that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

NOTE: *The customer can benefit in terms of an employment outcome from vocational rehabilitation services unless the counselor demonstrates on the basis of clear and convincing evidence, and only after an exploration of the customer's abilities, capabilities, and capacity to perform in work situations or an extended evaluation is carried out, that such customer is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome.*

5.5.1 Qualified Personnel

IDVR has established a policy for "qualified personnel" for the purpose of disability determination. Under the Rehabilitation Act, the assessment for determining eligibility must be made by "qualified personnel" including, if appropriate, personnel skilled in rehabilitation technology (Section 103 (a)(1) of the Act). In addition, diagnosis and treatment for mental and emotional disorders must be provided by "qualified personnel who meet State licensure laws" (Section 103 (a)(6)(F) of the Act).

Qualified personnel are those who meet existing licensure, certification, or registration requirements applicable to the profession, this includes VR Counselors who meet IDVR's CSPD policy.

The determination of the existence of impairment should be supported by medical and/or psychological documentation. Medical/psychological disabilities shall be diagnosed by qualified personnel who demonstrate the possession of requisite State licensure, certification, or registration of requirements applicable to the practice of their profession within the state of Idaho.

The following occupations have been licensed in Idaho to provide general medical diagnoses. *The VR Counselor can utilize general medical diagnoses established by these medical professionals:*

- Medical Physician or Doctor of Osteopathy
- Nurse Practitioner (works under own licensure)
- Physician's Assistant (works under a "Delegation of Services Agreement" with a physician providing oversight)

The following occupations have been licensed in Idaho to provide specific medical diagnoses within the specialized areas of competency for which the specific licensure has been determined. *It is critical that the VR Counselor take special precaution to ensure that when utilizing medical diagnoses from one of the medical professions listed below that only those areas of expertise for which the particular professional has been credentialed are documented within the eligibility determination module.*

- Licensed Psychologist
- Chiropractor
- Naturopath
- Podiatrist
- Optometrist
- Physical Therapist
- Dentist/Orthodontist
- Advanced Certified Alcohol and Drug Counselor (ACADC) / Certified Alcohol and Drug Counselor (CADC) (restricted to identifying alcohol impairment related to specific testing outcome)
- School Psychologist (limited to diagnosing eligibility for school related special needs services)
- Licensed Audiologist (restricted to diagnosing hearing impairments specifically related to audiological testing results when medical conditions have been ruled out)

For further clarification, you may access www.ibol.idaho.gov and connect to “The Individual Board Pages” to determine the full extent of the professional latitude allocated to the medical occupations that are licensed to provide specialized services within narrowly defined parameters of competency. The State Board of Medicine maintains jurisdiction over the authority and conduct of medical doctors.

Private Licensing/certifying boards outside the Federal/State purview cannot be utilized as a basis for VR diagnostic purposes.

5.5.2 Social Security Presumption

Any applicant, who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act, is presumed to meet the eligibility requirements for vocational rehabilitation services and is considered a customer with a significant disability.

Following an application and initial interview where a customer reports receiving SSI or SSDI, the counselor will obtain verification of receipt of SSI/SSDI, such as an award letter, a copy of the customer’s check, or a verification document through the Social Security Entry and Verification System (SVES). Upon verification, the customer is made eligible for vocational rehabilitation with a Presumption of Eligibility statement in the record of services.

NOTE: If the applicant presents sufficient medical documentation to determine eligibility at the first meeting, verification will still be procured but eligibility can be determined immediately without designating presumptive status.

The assessment for determining rehabilitation needs will continue, as needed, to obtain information necessary to determine the Individual Plan for Employment. This assessment will

include: gathering existing records to determine the customer's impairment, impediment and nature and scope of the VR services necessary to obtain an employment outcome consistent with the customer's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

When the assessment adequately documents the impairment(s), employment impediment(s) and required service(s) needed, the qualified VR counselors completes an Eligibility Determination in the Agency's computerized data system.

If a customer receives disability benefits under Title II or Title XVI of the Social Security Act and intends to work, IDVR presumes eligibility for services, unless, because of the significance of the customer's disability, a VR counselor cannot presume that VR services will enable the customer to work (based on clear and convincing evidence).

Should the significance of the disability prevent a VR counselor from presuming that VR services will enable the customer to work, the customer will be asked to complete a trial work experience in order for the counselor to make an eligibility determination.

If the customer cannot take advantage of a trial work experience, an extended evaluation must be conducted in order to make the decision of eligibility.

5.6 Review and assessment of data for eligibility determination

The eligibility determination shall be based on the review and assessment of existing data, including: counselor observations, education records, and information provided by the customer or family, particularly information used by education officials and determinations made by officials or other agencies. Current medical records will be utilized to determine the nature and extent of the disability as well as for justification for the procurement of additional medical data when required to identify/verify alleged medical restrictions.

To the extent that existing data does not describe the current functioning of the customer, IDVR will conduct an assessment of additional data resulting from the provision of VR services including: trial work experiences, assistive technology devices and services, personal assistance services, and any other support services that are necessary to determine whether a customer is eligible.

5.6.1 Eligibility/Ineligibility: For each customer determined eligible or ineligible for vocational rehabilitation services, the record of services must include a dated Determination completed by a qualified vocational rehabilitation counselor. Written notification of an ineligibility determination will be provided to the customer.

An ineligibility notification must include the reason for the determination, rights and responsibilities, and Client Assistance Program (CAP) information. A customer should be referred to the local Department of Labor to address the customer's training or employment needs or to the Extended Employment Services Program (Work Services / Sheltered Workshops) if the ineligibility is "Too Severely Disabled."

Ineligibility decisions based upon the severity of disability must outline clear and convincing evidence and require a period of trial work experiences or extended evaluation prior to closure. (See Closure, Section 13)

It is federally mandated that IDVR review the closure outcome of “too severely disabled” within 12 months of closure and annually thereafter, if requested. (See Section 13)

5.6.2 Trial Work Experiences (TWE) for customers with significant disabilities: Prior to any determination that a customer with a disability is incapable of benefiting from VR services in terms of an employment outcome because of the severity of that customer’s disability, an exploration of that customer’s abilities, capabilities, and the capacity to perform in realistic work situations must be conducted to determine whether or not there is clear and convincing evidence to support such a determination.

In such cases a written plan must be developed to assess and determine the above. The assessment must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the customer. TWE include: supported employment, situational assessment, and other experiences using realistic work settings and must be a sufficient variety and over a sufficient period of time to make such determination. Appropriate supports, including assistive technology devices and services and personal assistance services to accommodate the rehabilitation needs of the customer must be provided.

Trial Work Experience is used to demonstrate whether the customer is capable of benefiting from VR services. Trial Work Experience will be conducted before Presumptive Eligibility is completed if there is a question regarding capacity to benefit.

TWEs may include: Community Based Work Evaluation (CBWE), job coaching, on-the-job training, supported employment or other experiences using realistic work settings, as well as assistive technology and other needed services.

Review the TWE Plan at least every 90 days to determine if there is sufficient evidence to conclude that the customer can benefit from VR Services in terms of an employment outcome or there is clear and convincing evidence that the customer is incapable of benefiting from VR Services in terms of an employment outcome due to the severity of the disability.

Make the determination for eligibility or case closure within the 18-month time frame.

5.6.3 Extended Evaluation: Under limited circumstances if a customer cannot take advantage of trial work experiences or if options for trial work experiences have been exhausted, an Extended Evaluation (EE) must be conducted to make these determinations.

In all cases where the counselor determines that an extended evaluation is required, the case record must include a Determination of Extended Evaluation completed by a qualified VR counselor, which documents:

- A. That the customer has a physical or mental impairment which constitutes or results in a substantial impediment to employment and requires VR services, and
- B. That it is questionable if the customer is capable of benefiting from VR services in terms of an employment outcome because of the severity of the disability.

During the extended evaluation period, VR services must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the customer. There must be a written Extended Evaluation Plan for providing services necessary to make an eligibility or ineligibility determination. Only those services that are necessary to make the above determinations are to be provided and extended evaluation services are terminated when the qualified vocational rehabilitation counselor is able to make the determinations.

A customer will remain in extended evaluations only for the period of time required to determine if the customer can benefit from VR services in terms of an employment outcome but not to exceed eighteen (18) months. A review of the case shall be conducted as often as necessary but at least every ninety (90) days. Written documentation will be provided of determination.

SECTION 6.0 THE DETERMINATION OF SIGNIFICANCE OF DISABILITY

6.1 Policy

At the time a customer is determined eligible for VR services, a VR counselor will determine the significance of the disability and, based upon the determination, will assign the customer to a priority category. If the agency is not under an Order of Selection, the prioritization will be used (1) for planning purposes to ascertain services that can continue to be provided to all who are eligible and (2) to provide a structure for an easy transition to an Order of Selection if required. If the Agency is under an Order of Selection (see section 14), the priority categories are used to determine the order in which customers receive services.

6.2 Definitions

Priority Categories:

- A. No Significant Disability (NSD)
- B. Significant Disability (SD)
- C. Most Significant Disability (MSD)

No Significant Disability (NSD)

- a. Who has a physical or mental impairment;
- b. Whose impairment constitutes or results in a substantial impediment to employment; and

- c. Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

Significant Disability (SD)

- a. Meets the criteria for a customer with no significant-disability;
- b. Experiences a severe physical and/or mental impairment that seriously limits two or more functional categories (such as mobility, work skills, self-care, interpersonal skills, communication, self-direction or work tolerance) in terms of an employment outcome; and
- c. Requires multiple primary Individualized Plan for Employment (IPE) services over an extended period of time (at least 6 months).

Most Significant Disability (MSD)

- a. Meets the criteria established for a customer with a significant disability;
- b. Experiences a severe physical and/or mental impairment that seriously limits three or more functional categories (such as mobility, work skills, self-care, interpersonal skills, communication, self-direction or work tolerance) in terms of an employment outcome; and
- c. Requires multiple primary Individualized Plan for Employment (IPE) services over an extended period of time (at least 6 months).

Note: Customers who are beneficiaries of Social Security Disability Insurance (SSDI) or recipients of Supplemental Security Income (SSI) for disability reasons are automatically classified as either SD or MSD depending upon the extent of their functional loss category limitations.

Order of Selection (OOS): When VR services cannot be provided to all eligible customers because of financial or service capacity constraints, the Agency will enter an Order of Selection process that will assure that first priority is giving to customers with most significant disabilities. *Please review Section 14.0 for details regarding Order of Selection.*

6.3 Procedures

Determination of Significance of Disability

A VR counselor determines and adequately documents the level of severity of a customer's disability based on a review of the information gathered to determine eligibility. If additional information is necessary to make the determination, a VR counselor may obtain the information from the customer, customer's family, an outside professional and/or another public agency.

If adequate information is not available to describe or document current functioning, a VR counselor may purchase diagnostics from a qualified service provider.

A VR counselor reviews the data to determine:

- A. The number of functional capacity categories in terms of an employment outcome that are seriously impacted as a result of a disability;

AND

- B. Whether a customer is likely to need multiple primary IPE services to prepare for, obtain, or maintain a job;

AND

- C. The anticipated duration of IPE services are needed for an extended period of time (at least 6 months).

Identifying a Serious Loss of Functional Capacity

Functional capacity categories include: mobility, work tolerance, communication, self-care, interpersonal skills, self-direction, and work skills. To identify a loss of functional capacity, a VR counselor reviews and assesses data provided by the customer or customer's family, observed by the VR counselor, or reported by another qualified professional to determine whether:

- A. A loss of functional capacity resulting from a disability is present;

AND

- B. The loss of functional capacity represents an impediment to employment;

AND

- C. The loss of functional capacity meets the definition of "serious loss of functional capacity."

A serious loss of functional capacity means a reduction in capacity of the customer to the degree that the person requires services or accommodations not typically provided to other customers in order to prepare for, secure, or maintain a job.

A specific disability diagnosis does not automatically infer a serious loss of functional capacity. Although certain functional losses are commonly associated with specific disability diagnoses, the presence and seriousness of the loss is unique for each person. Therefore, a VR counselor must complete a thorough evaluation of loss of functional capacity for each customer.

Non-disability factors such as age, sex, race, cultural, geographic location, poor public transportation, legal history, or lack of training should not be considered when determining loss of functional capacity. It is within the VR counselor's judgment to determine whether limitations are disability related or not.

Self-Reported or Observed Loss of Functional Capacity

A VR counselor may identify a loss of functional capacity based on a customer's self-report, reports from the family, school representative or others, or based on counselor observations.

For example, while interviewing an applicant who is hard of hearing, a VR counselor observes that the applicant is not able to effectively communicate verbally. Medical records clearly establish a hearing impairment, but do not address verbal limitations. Because a loss of functional capacity in verbal communication is consistent with and commonly associated with hearing loss, the VR counselor may determine, based on his or her observations, that a serious loss of functional capacity is present. To ensure the case service record explains and supports the determination, the VR counselor enters case narrative explaining that a loss in the area of communication was observed, a summary of the observations, and how the loss of functional capacity affects the customer.

SD/MSD Checklist

Once the VR counselor determines a disability-related loss of functional capacity, the VR counselor considers whether the loss of functional capacity meets the definition of a "serious loss of functional capacity" contained in the SD/MSD Checklist loss of functional capacity definitions. If the loss of functional capacity meets the definitions of a "serious loss of functional capacity" the VR counselor checks the appropriate indicator on the Checklist.

The VR counselor completes the SD/MSD Checklist for each customer as soon as sufficient information is available, but no later than sixty (60) days from the date of application (unless an extension has been agreed upon).

SECTION 7.0 ASSESSMENT OF VOCATIONAL REHABILITATION NEEDS

7.1 Primary Source of Information

To the extent possible, the vocational goal, intermediate objectives, and the nature and scope of services to be included in the Individual Plan of Employment (IPE) must be determined based on the data used for the assessment of eligibility and priority for services.

The Comprehensive Assessment to be completed prior to the development of the IPE will use, as a primary source of information, to the maximum extent possible, the following:

- A. Existing information
- B. Information provided by the customer and, where appropriate, by the family of the customer.
- C. The Assessment may also include new information acquired by IDVR including an in-house vocational evaluation; Community Based Work Evaluation (CBWE), aptitude tests, interest tests, job shadowing or any pertinent assessment required to identify the objectives, nature and scope of VR services that the customer may need in order to substantiate the choice of employment outcome.

7.2 Comprehensive Assessment of Rehabilitation Needs

A comprehensive assessment of rehabilitation needs is a process utilized to identify the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice as it relates to any potential vocational goal. The assessment shall be conducted in the most integrated setting possible, consistent with the informed choice of the customer.

7.2.1 Assessment of the Customer's Current Realities

The VR counselor and customer will evaluate the following relevant factors.

Work History:

The VR counselor is required to obtain a thorough work history of the customer at the time of the intake interview. The gathering of this information requires the identification of job titles, job duties/responsibilities, and length of time in each position, hiring/educational requirements, and the reasons for leaving. Some attempt should be made to assess the customer's satisfaction with the job, the employer, and co-workers.

Functional Limitations:

Functional limitations need to be clearly outlined before the customer begins the development of a vocational goal. The establishment of an appropriate vocational goal requires that both the VR counselor and customer are aware of and address the true barriers to employment including the customer's perception of their limitations. This involves addressing the following areas:

- A. Physical limitations (lifting, walking, carrying, driving, stooping, reaching, handling, and bending)
- B. Mental limitations (coping with stress, working with other people, working alone)
- C. Current work tolerance
- D. Acceptance of disability
- E. Cognitive functioning

Personal Social & Economic Factors:

It is important for the VR counselor and customer to gather, document, and understand personal social and economic considerations. These considerations include:

- A. Values (personal and work)
- B. Family
- C. Service or support agencies
- D. Legal

- E. Financial (current realities and future expectations)
- F. Substance Use
- G. Non-financial resources / supports available

It is critical to understand the personal, social and economic factors as it relates to the development of the employment goal and the IPE.

Aptitudes/Transferable Skills:

To determine an appropriate employment goal the VR counselor and customer must identify the aptitudes, skills, and ability that the customer possesses. The following skill areas are to be addressed:

- A. Personal
 - Self-management
 - Self-care
 - Personality characteristics
- B. Functional skills – A person’s level of skill working with data, people, and things.
- C. Specific work skills – competencies in specific work task areas.

Many tools exist to assist the customer and the VR counselor to identify aptitudes and transferable skills.

7.2.2 Identification of potential employment goal, rehabilitation needs, and IPE services

The VR counselor and customer will evaluate a potential employment goal and identify rehabilitation needs and services required to achieve that employment goal.

Vocational Assessment:

Vocational assessment is a comprehensive process involving the VR counselor and the customer that focuses on functional abilities and will incorporate medical, psychological, social, vocational, educational, cultural, economic data, and real or simulated work. This is done to identify the employment goal, its overall feasibility, and the VR services that are needed to achieve that goal. Examples of vocational assessment include:

- A. Formal Vocational Evaluation
- B. Community Based Assessment
- C. Guidance & Counseling – Facilitated Self-Discovery
- D. Labor Market Research
- E. Assistive Technology Review

7.3 IPE Development:

Through the comprehensive assessment the customer has made an informed choice of his/her vocational goal. The VR counselor must concur that the vocational goal is feasible. The VR counselor will then assist in identifying the IPE services needed to remove barriers to employment. The VR counselor is required to address all previously identified disability related barriers to employment. These services include but are not limited to:

- A. Counseling and Guidance
- B. Training
- C. Medical and mental restoration
- D. Disability adjustment training
- E. Information and referral services
- F. Interpreter services
- G. Job placement assistance
- H. Job readiness training
- I. Job search assistance
- J. Maintenance
- K. On-the-job supports
- L. On-the-job training
- M. Other services
- N. Personal attendant services
- O. Reader services
- P. Rehabilitation technology
- Q. Technical assistance services
- R. Transportation services

Vocational rehabilitation services are any services described in an IPE necessary to assist a customer with a disability in preparing for, securing, retaining, or regaining an employment outcome that is consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the customer.

The following are essential components that need to be addressed and documented as part of the comprehensive assessment:

- Compatibility of Disability with Employment
- Skills, Interests, Aptitudes, and Abilities
- Market Analysis
- Economic Expectations and Potential for Career Growth
- Vocational Strengths and Capacities
- Customer Financial Issues
- Informed Customer Choice
- Social Support
- Training and Academic Test Results
- Rehabilitation Technology needs
- Legal barriers and industry specific requirement (criminal issues, drug and alcohol screenings, tobacco use, etc)

7.4 Medical Consultation Policy

Medical consultants are retained by IDVR. Medical consultants can be used to review a customer's diagnostic information to determine; 1) if it is complete or if updated and/or additional medical reports are necessary; 2) to train the counselor about medical conditions; and 3) to assist in case management direction.

Examples of times to use a medical consultant are:

- A. Eligibility determination
- B. Plan development
- C. Prior to medical restoration services
- D. Whenever a VR staff member has a question about a customer's treatment, medications, or condition including such issues as the natural course of the disease or treatment options.

When presenting a case file to the medical consultant, be prepared to:

- 1. Present specific questions to the medical consultant; and
- 2. Speak knowledgeably about the customer.

Some examples of things a VR staff member may consider prior to medical consultation:

- A. File medical information in chronological order with most recent on top
- B. Highlight or tab important information
- C. Eliminate duplicate data
- D. List questions for the medical consultant

SECTION 8.0 PARTICIPATION OF CUSTOMERS IN COST OF SERVICES BASED ON FINANCIAL NEED

In order to further IDVR's mission to help customers move towards independence and self-sufficiency, IDVR encourages customers to be personally invested in and contribute financially towards the cost of their plan when possible. The extent of the customer's financial participation is based on income and other factors. Regardless of the amount that is going to be contributed by the customer, the assessment of the customer's financial participation is an effective tool for identifying customer resources as they relate to VR planning and implementation.

Reminder: Financial need and/or participation is not a factor in the eligibility determination.

Financial Participation

Financial participation is assessed:

- 1. After eligibility, during plan development, while exploring comparable benefits.
- 2. Using the Financial Participation Assessment (FPA) form.
- 3. Every twelve (12) months or sooner if financial circumstances change significantly.

Financial Participation Assessment Guidelines

A Financial Participation Assessment will be applied as a condition for furnishing all vocational rehabilitation services EXCEPT the following:

1. Purchased services for determining eligibility and vocational rehabilitation needs;
2. Counseling, guidance and referral services;
3. Any auxiliary aid or services (e.g., interpreter services or reader services);
4. Personal Assistance Service;
5. Rehabilitation Technology;
[CFR 361.5(b)(45) includes vehicular modification and telecommunications. Home modifications are not exempt.]
6. Job related services; including: job search and placement assistance, job retention services, follow-up services, and follow-along services, i.e., Community Based Work Adjustment, Job Site Development (CBWAJSD), Community Based Work Adjustment (CBWA), Placement and Follow Along Job Site Development (P&FJSD), and Placement and Follow Along (P&F).
7. Supported employment services, i.e., Community Supported Employment Job Site Development (CSEJSD), and CSE Job Coaching.

Customer Financial Participation for IPE Services

Upon completion of the FPA and the determination of services to be included on the IPE the counselor and customer will identify the specific IPE services that will be paid for by each party.

The FPA will be used to identify financial responsibility for IPE services.

It should be emphasized to the customer and vendor, IDVR will not be responsible for the customer's debts. If the customer's debts to a vendor inhibit the provision of services necessary to achieve the employment goal, IDVR will work with the customer to explore options for the continuation of services.

IDVR cannot, under any circumstances, pay for a customer's previous financial obligations or debts.

Financial Participation Assessment (FPA) Form

The VRC and customer will complete the FPA form in eligible status and identify the customer's financial participation responsibilities.

Estimate the cost for rehabilitation services each twelve (12) month period of the IPE. Calculate the amounts of participation to be provided by both the customer and IDVR for each twelve (12) month time period covered by the FPA.

Directions for Completion:

1. Exemption from required participation:

Customers who receive SSDI and/or SSI are not required to make a financial contribution toward the cost of services. However, to ensure a customer qualifies for this exemption, written proof of SSDI or SSI determination must be received. This information will be used in completing the FPA form exemption status for SSDI and/or SSI recipients. *It should be noted that customers receiving Social Security benefits under retirement, spouse of retired worker, child of a retired worker, child of deceased worker, widow, parent of deceased worker, spouse of disabled worker, or child of disabled worker would not be eligible for this exemption.* The VR Counselor must complete the top portion of the FPA certifying that the customer is exempt from any required financial participation. The VR Counselor will also make a note in the IPE and subsequent plan amendments that may be developed, in the appropriate section, outlining the customer's exemption.

2. Income Data:

Customers (and spouse's if married) sources of income verification would include:

- Most recent year IRS tax filings,
- Employment Security Wage or Unemployment Benefit Reports,
- Employer generated pay stubs,
- Retirement program documents, or
- Documentation from public or private income support programs.
(TANF and food stamps are examples that are not considered income)

a. Modification

The customer or their representative may request modification to the FPA, as needed to adjust for changes in income or other circumstances (e.g., disability related costs and number of family members). If modification is requested, the customer, parent or guardian must provide income verification from the sources listed above.

b. Exceptional Cases

In exceptional cases, circumstances may occur where rigid adherence to the Financial Participation Policy and Procedures could seriously jeopardize the customer's opportunity to achieve rehabilitation objectives and an employment outcome. In such cases, the VRC may elect to seek an exception to the policy by reviewing the case with the Regional Manager who will then seek an exception approval by the Chief of Field Services or designee who will render a decision within ten (10) business days.

c. Total Income Excluded:

This figure is the Income Exclusion Allowance (300% of the Federal Poverty Level) plus exclusion of disability related expenses, per the Code of Federal Regulations – Title 34: Education: 361.54(2)(iv)(B).

For the purposes of this policy, the Social Security Administration's use of impairment-related work expenses will serve as a guideline to disability related expenses.

A disability related work expense is an expense for an item or service, which is directly related to enabling an impaired customer to work, and which is necessarily incurred by that customer because of a physical or mental impairment. To qualify as a disability related work expense, the expense must be paid by the customer. Expenses paid by sources such as health insurance, vocational rehabilitation and the employer are not considered a disability related work expense for the customer with the impairment.

Examples include, but are not limited to:

- The cost of attendant care services rendered in the work setting or in assisting the customer in making the trip to and from work (attendant care rendered on non-work days or those performed at any time which involve shopping or general homemaking are not considered a disability related work expense. Additionally, attendant services performed for other family members such as babysitting, are not considered a disability related work expense).
- Durable medical equipment which can withstand repeated use, used to serve a medical purpose, and generally not useful to a person in the absence of an illness or injury, such as wheelchairs, hemodialysis equipment, respirators, pacemakers, traction equipment.
- The cost of the modification of vehicle (but not the cost of the vehicle) in order to drive or be driven to work, where the modification is critical to the vehicle's operation or its accommodation of the customer. The modification must be directly related to the impairment (without the modification the customer would either be unable to drive or would be unable to ride in the vehicle).
- Expenses paid by a person with blindness in owning a guide dog including the costs of purchasing a dog, food, licenses and veterinary services.
- Prosthetic devices that replace internal body organs or external body parts (a prosthetic device primarily for cosmetic purposes usually is not considered a disability related work expense).
- The cost of drugs and medical services necessary to control the disabling condition, thereby enabling the customer to work (drugs and medical services used for minor physical or mental problems

not resulting in any significant loss of function such as, yearly routine physical examinations, dental examinations and optician services and eyeglasses, when unrelated to a disabling visual impairment, are not considered a disability related work expense).

- Work equipment and assistants that are required to accommodate the impairment and perform the job such as, a one-handed typewriter, telecommunications device and a job coach paid for by the customer.

Applicable Income:

This section enables IDVR to specify the extent of the expected customer cost responsibility toward the cost of services during the upcoming twelve (12) month period of expected plan expenditures. Applicable Income equals Income minus the Total Income excluded and Disability Related Work Expenses.

The Income Exclusion Allowance information is adjusted annually to reflect 300% of Federal HHS Poverty Guidelines.

Determination of Required Participation:

The Customer Participation Table (Table A) is formulated to assess that portion of Applicable Income, which is considered to be available to meet the cost of services. The customer is expected to contribute toward the service cost(s) at the specified percentage of participation level. The amount of financial participation will not exceed the Annual Maximum Percentage of the customer's Applicable Income. All service cost anticipated or purchased during the twelve (12) month period covered by the FPA are to be considered in aggregate rather than individually calculated.

TABLE A – CUSTOMER PARTICIPATION TABLE

<u>Yearly Cost of Plan</u>	<u>% of Participation</u>
\$2,000 and Under	50%
Over \$2,000	75%

Certification:

The customer, parents or legal guardian completing the form will be asked to verify, by signature, that the information provided is correct. The customer, parents or legal guardian should be advised that he/she will be asked to document the financial information provided from external sources, such as the most recent year IRS tax fillings, Employment Security Wage or Unemployment Benefit Reports, employer generated pay stubs, retirement program documents, or

documentation from public or private economic support programs. The form will then be signed by the VR counselor.

SECTION 9.0 PURCHASE OF SERVICES AND SUPPLIES FOR PARTICIPANT USE IN THE VOCATIONAL REHABILITATION PROGRAM

All purchases must follow Federal, State, and IDVR purchasing guidelines.

Purchases require written authorization (purchase order), prior to initiation of the service or the purchase of any equipment.

The responsibility for authorizing services and approving payment of those services must be assigned to separate employees.

Purchases will be made consistent with the prevention of discrimination due to race, religion, color, national origin, sex, age, and disability.

The Rehabilitation Act of 1973, as amended, and its implementing regulations mandate procedures in the provision of services and methods of procurement. Customers with a disability served through the vocational rehabilitation program must be actively involved in choosing the vocational rehabilitation services they receive and the entities providing those services.

Consistent with procurement guidelines, a VR counselor cannot obligate Idaho Division of Vocational Rehabilitation (IDVR) to services that exceed his/her procurement authority. An Individual Plan for Employment (IPE) that will include a service generating an Authorization for Case Service (ACS) over \$5,000 will require the Regional Manager's written approval of the IPE prior to the plan being approved. The VR counselor will inform the customer that the plan is pending approval during this process. An ACS purchase cannot be fragmented into multiple ACS's as a way to circumvent this approval.

All purchases in excess of \$5,000 shall be reviewed and recommended by the Regional Manager.

NOTE: *Case service expenditures require written authorization prior to the initiation of the service or the purchase of any equipment. Oral authorizations are permitted in emergency situations by the Regional Manager or designee, but must be confirmed promptly in writing and forwarded to the provider. These authorizations are to be issued within three (3) business days of the beginning of the service.*

The following principles shall guide customer purchases:

- A. The IPE is the primary document that determines the scope, duration and provider of services. The customer with a disability must agree to the terms and conditions of the IPE prior to services being provided.
- B. VR counselors are required to determine the rehabilitation needs of the customer first, and then determine the provider and the procurement method. Costs, availability, success, experience providing the service, and customer research, are characteristics that guide the choice of the provider.

- C. The method of procurement is also determined in partnership with the customer. The Agency prefers that a state Authorization for Case Services (ACS) be provided to the selected vendor, with an invoice from the vendor documenting the service provision. Other methods are available, given the informed choice of the customer, including reimbursement.
- D. The provision of services must be consistent with the unique strengths, resources, priorities, concerns, abilities, capabilities, and informed choice of the customer.
- E. All purchased services that are evaluative and restorative shall be authorized prior to the provision of services. The Agency will reimburse providers of medical services (both medical and psychological) based upon usual and customary fees for their area of specialization or based upon payment caps that have been imposed for specific services (Review Payment Policy – Section 12.2). Providers will be reimbursed at this rate independent of the customer attending the scheduled appointment.
- F. Staff will ensure fair and equitable treatment of all persons doing business with the Division.
- G. Purchases will be made consistent with the elimination and prevention of discrimination due to race, religion, color, national origin, sex, age, and disability.
- H. The responsibility for authorizing services and approving payment of these services must be assigned to separate employees.
- I. The record of service of the customer shall contain necessary evidence and documentation of adherence to these principles.
- J. Regional managers are the Division’s field service procurement liaisons and are responsible to ensure that staff have necessary training.

SECTION 10.0 INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)

10.1 Options for Developing the IPE

The eligible customer or, as appropriate, the customer’s representative may develop all or part of the IPE:

- A. Without the assistance from Idaho Division of Vocational Rehabilitation (IDVR) or any other entity

OR

- B. With assistance from:
 - a. A qualified vocational rehabilitation counselor employed by IDVR.
 - b. A qualified vocational rehabilitation counselor who is not employed by IDVR.
 - c. Other resources.

IDVR will not pay for IPE development services from other providers. IPE development must be completed on IDVR forms.

The IPE must be agreed to and signed by the customer or, as appropriate, the customer's representative, the VR counselor and, when required, the IDVR Regional Manager or designee. An IPE is considered approved and services initiated only after all required signatures have been obtained.

A comprehensive assessment must be completed in developing the IPE as described in section 7.2.

Customers must receive the supports that will assist them in making informed choices.

Customers shall promptly receive a copy of their initial IPE and any subsequent IPEs. Copies shall be provided in the native language of the customer or through appropriate modes of communication if appropriate.

The record of services must support the selection of the specific employment outcome, the objectives of the IPE and the selection of providers of services. All goods and services, except assessment services, may only be provided in accordance with IPE.

An IPE can support one of the five following employment outcomes:

1. Competitive employment in the integrated labor market.
2. Self-employment
3. Homemaker
4. Unpaid family worker
5. Integrated employment with supports

IDVR must:

1. Reinforce the ultimate purpose of the IPE: To assist the customer to prepare for, secure, retain, or regain employment.
2. Insure that the customer fully understands that she/he must participate as an active and cooperative partner in the identification and selection, through informed choice, of a vocational goal, having a reasonable expectation for marketable success.
3. Insure that the customer fully commits to participate in the implementation and completion of the IPE.

10.2 Developing the Vocational Goal:

In selecting a vocational goal, it is important that the customer is actively involved in all phases of this development. Much research has been done to substantiate that the successful outcome of vocational rehabilitation increases when the customer is involved in every phase of the vocational planning. Vocational planning is built around vocational exploration, understanding the customer's medical and work history, his/her perception of disability, social habits, functional limitations, inherent aptitudes and transferable skills, vocational exploration through vocational evaluation, training options, and labor market research. The customer will explore the relationship of vocational objectives around his or her personal capabilities, interest, and

situations and then attempt to understand the way these different factors impact and influence vocational potential. This information then helps the customer to develop the steps to a solid rehabilitation plan and provides tools for the customer to assess his/her current state of mind and to encourage positive self-initiated resolutions.

10.3 Ticket to Work

When a customer has a Ticket to Work through SSA and an approved VR IPE, their ticket is automatically assigned to IDVR, unless the ticket is already assigned to another employment network (EN). If the customer has a ticket assigned to another EN prior to IDVR involvement, the customer will be requested to reassign the ticket to IDVR. If the customer does not reassign their ticket, IDVR will need a copy of the work plan from the EN that the ticket was assigned to, to ensure that no service overlap occurs. It is the customer's responsibility to provide the ticket work plan.

An Agency verification program has been implemented that informs Maximus of all SSA recipients who have been placed into an initial IPE. If a recipient has been assigned a ticket by SSA, Maximus will designate the ticket as "in usage" at the time of notification by the Agency.

The VR counselor should always inform the SSA recipient that the choice to participate in an active IPE program will restrict any option to assign the ticket to other employment networks (ENs) while participating in the VR program.

At closure, the VR counselor is not required to contact Maximus. An Agency verification program has been designed to inform Maximus of case closure. This notification will re-activate the ticket for further engagement if desired by the customer.

At successful closure, it is highly recommended that a VR counselor provide a list of ENs who is capable of initiating follow-along services such as "Phase 2" and or "Monthly Outcome Payment" services. By referring the customer who is earning at Substantial Gainful Activity (SGA) level at closure to an EN, the probability of agency reimbursement at the completion of nine months of employment will be increased significantly.

10.4 The IPE must include the following:

- A. Using the information from the Comprehensive Assessment (Section 7.2) the VR counselor and customer must determine a specific employment outcome consistent with the customer's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice. In concert with the customer, the VR counselor must conduct a thorough market analysis to include job outlook and the customer's economic expectations and needs. Planned services on the IPE should only entail those required to achieve the vocational goal.
- B. The specific rehabilitation services needed to achieve the employment outcome, along with the projected dates for initiation and anticipated duration of each service, including:

- a. As appropriate, assistive technology devices, assistive technology services and personal assistance services including training in the management of those services;
- b. As provided in the most integrated setting that is appropriate for the services and is consistent with the informed choice of the eligible customer;
- c. Timelines for the achievement of the employment outcome and for the initiation of services;
- d. A description of the entity or entities chosen by the eligible customer or, as appropriate, the customer's representative that will provide the vocational rehabilitation services and the methods to procure those services;
- e. A description of the criteria ("Plan Documentation") that will be used to evaluate progress toward achievement of the employment outcome;
- f. The terms and conditions of the IPE, will include information describing the responsibilities of IDVR and the customer to achieve the employment outcome;
- g. The extent of the customer's participation in paying for the costs of services;
- h. The customer is required to apply for and secure comparable services and benefits when available. The responsibilities of other comparable service and benefit entities will be listed on the IPE;
- i. As necessary, the expected need for post-employment services prior to the point of successful closure (Review Post-Employment – Section 12.14).
- j. A description of the terms, conditions, and duration of the provision of post-employment services;
- k. If appropriate, a statement of how post-employment services will be provided or arranged through other entities as the result of arrangements made pursuant to comparable services or benefits;
- l. Supported Employment – for customers with the most severe disabilities for whom a vocational objective of supported employment has been determined appropriate, the following must be addressed:
 - A description of time-limited services to be provided by IDVR not to exceed eighteen (18) months in duration, unless under special circumstances, the eligible customer and the VR counselor jointly agree to extend the time to achieve the employment outcome;
 - A description of an identified source of funding for the extended services needed (long-term support). If it is not possible to identify the source of such funding, a statement that there is a reasonable expectation that

extended services will be available. *Extended services are provided by a State agency, a private non-profit organization, employer, or other appropriate resource, from funds other than IDVR.*

- m. In developing an IPE for a transition student with a disability, the IPE shall be prepared in coordination with the appropriate educational agency and will consider the student's Individual Education Plan (IEP) if one exists;
- n. Completion of the IPE for all School-Work transition customers, *before they exit the school system.*

NOTE: *Because of the capability of the Case Management tool, with the ability to clone plans, write new plans, edit features and delete completed services, there will be only **one active plan**, which is the current plan with all current services reflected on it. When the current plan is signed and approved by the customer and approving authority (counselor or supervisor) all previous plans will become void.*

10.4.1 Implementation of the IPE

The VR counselor should ensure that the IPE is developed and implemented in a timely manner, within four (4) months of the eligibility decision. *An exception may be made and must be documented in case note on or before the plan due date if this timeframe will be exceeded due to the needs of the customer.* Documentation should include customer readiness to implement the IPE (i.e. legal, family, medical, transportation, and housing issues) and the anticipated time frame for resolution of factors delaying IPE implementation.

10.5 Annual Review

The IPE must be reviewed annually by a qualified VR counselor and the customer to assess the eligible customer's progress in achieving the identified employment outcome. An approved plan amendment would replace an annual review.

10.6 IPE Electronic Case Management Functions

New Plan: The "New Plan" option is utilized when completing an initial plan or when the overall nature of the IPE is changed. This would occur when a new vocational goal is chosen and there are major changes in the planned services. Any time a new vocational goal is chosen, a new comprehensive assessment case note must be completed that supports the new vocational goal. Remember: with the development of a new plan, the VR counselor and customer will need to include all needed services and complete the pertinent comparable benefit documentation outlined in Section 11.0.

Clone: The clone feature is to be used when the basic nature of the plan is going to remain the same. This feature brings forward a full copy of the previous IPE and allows the VR counselor and customer to add new services. New services will be given new service numbers when they are added to the clone. It is important to add new services before deleting previous services from the plan that have been completed or expired. This keeps service number 1-2-3... in numerical order and allows for subsequent services to be numbered appropriately. Justification for the new services must be documented in the comments section of the Plan sub-page. If the *goal is*

changed without the need to modify services, the IPE can be cloned. Change the goal and update the comprehensive assessment in a case note to justify vocational change. When adding new or expanded services to a clone, *always update the justification in the “documentation” box.* It is not necessary to clone the plan each time the price of a service outlined on a plan increases. This can be accommodated through the authorization showing the increased costs.

Edit: There are limited circumstances when editing an IPE is allowed. When editing an IPE, a VR counselor, who meets CSPD standards, must document in a case note the customer’s agreement with the edit of the IPE. The only two situations where an IPE can be edited are:

1. Changing the provider of a service

Generic services can be edited on an IPE, with customer agreement, without a customer’s signature, prior to the initiation to that service. Non-generic services cannot be edited. No service may be added to the IPE through the edit process.

- a. Generic services – Tutoring, computer equipment / software, auto repairs, books, transportation, community rehabilitation services, child care, clothing, academic testing, dental work, dialysis, driver’s training, eye glasses, functional capacity evaluation, GED, hearing aids, information referral services, insurance, kidney related services, lab work, licensure, maintenance, medication, vocational adjustment, tools and equipment, supplies, and x-rays.
- b. Non-generic services – Medical examination, diagnostic examinations, case management, post-secondary education, medical records, counseling and guidance, treatment, evaluation, hospitalization, interpreter services, education and evaluation, therapy, OJT, other services, personal assistant services, psychological consultation, prosthetics / orthotics, rehabilitation technology, rehab engineering, self-employment technical assistance, surgery, transition planning, and vocational evaluation.

2. Changing the cost of a service

The cost of services on the IPE can be edited if the cost increase is 10% or less for that particular service.

Plan Approval Authority:

VR counselors who do not meet CSPD will continue to require Regional Managers (RM) approval for all plans. RMs can, at their discretion, delegate this function to an Assistant Regional Manager (ARM) or other senior counselors at a level 2 or 3.

Annual Review: Upon completion of annual review with customer, the VR counselor must complete annual review function in Case Management System.

SECTION 11.0 COMPARABLE SERVICES AND BENEFITS

11.1 Comparable Services and Benefits

Each eligible customer will be required to identify, with the VR counselor, all potential comparable benefits that may be available during the development of the Individual Plan of Employment (IPE). If comparable benefits and services are available, they *are required to* be utilized, to meet, in whole or in part, the cost of vocational rehabilitation services. Comparable benefits and services should be utilized before Idaho Division of Vocational Rehabilitation (IDVR) agency funds are expended.

Provision of Services:

1. If comparable services or benefits exist under any other program and are available to the customer at the time needed to ensure the progress of the customer toward achieving the employment outcome in the customer's IPE, the designated State unit must use those comparable services or benefits to meet, in whole or part, the costs of the vocational rehabilitation services.
2. If comparable services or benefits exist under any other program, but are not available to the customer at the time needed to ensure the progress of the customer toward achieving the employment outcome in the customer's IPE, the designated State unit must provide vocational rehabilitation services until those comparable services and benefits become available.

The utilization of comparable services and benefits does not apply in the following situations:

- A. If the determination of the availability would delay the provision of vocational rehabilitation to any customer who is at extreme medical risk. A determination of extreme medical risk shall be based upon medical documentation provided by an appropriate licensed medical professional and means a risk of substantially increasing functional impairment or risk of death if medical services are not provided expeditiously. It is strongly recommended that such cases receive medical consultation review whenever possible.
- B. If an immediate job placement would be lost due to a delay in the provision of comparable benefits.

11.2 Exempt Services

The following categories of service are exempt to the requirement that comparable services and benefits be utilized:

- A. Medical, psychological or other examination to determine eligibility.
- B. IDVR counseling, guidance, information and referral, and IDVR job related services including: job search and placement assistance, job retention services, follow-up services, and follow along services.

- C. Evaluation of vocational rehabilitation potential.
- D. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices.
- E. Post-employment services that are outlined through A-D.

11.3 Timeliness of Comparable Benefits

If a comparable benefit exists, but is not available to the customer at the time needed to satisfy the rehabilitation objectives on the IPE due to no delay on the part of the eligible participant in seeking such benefits, IDVR may provide services until the comparable benefits become available.

SECTION 12.0 VOCATIONAL REHABILITATION SERVICES

12.1 Timeliness

The VR Counselor and customer require adequate time to accomplish all steps in the VR process to reach a determination and approval of an agreed upon feasible employment goal. VR services, other than assessment services, are initiated when the steps to this process have been completed and a plan is in place. Sufficient time must be allowed for the completion of a comprehensive assessment prior to implementation of IPE services.

Post-Secondary Training (PST) and other IPE services are VR services that are provided when it is required for a VR customer to become a competitive applicant for an approved IPE goal. If an applicant for VR services expresses an interest in a vocational goal that requires Post-Secondary Training and the VR applicant is either already enrolled or desires to start a PST program within six (6) months of application, IDVR reserves the right to assert that six (6) months or less may not be adequate to complete the process described above.

12.2 Agency Payment Policy

NOTE: Many of the services listed below include *maximum agency contributions*. This section outlines in detail the payment policy of Idaho Division of Vocational Rehabilitation (IDVR) in regard to specific services. It is the policy of IDVR to pay usual, customary and reasonable charges for services provided to its customers by providers of goods and services except for the following list. An “Exception Policy” to the payment policy is included at the end of this sub section, explaining that the payment caps established may, on occasion be exceeded. It is important to emphasize that IDVR is not obligated to pay the total cost of services required to ensure that a customer achieves an employment outcome. When appropriate, customers are required to utilize Comparable Benefits and Services (Section 11.0). Personal participation in the payment of some portion of the costs of a vocational plan may be required based upon the particular service selected as well as the identification of personal resources that could be applied toward the cost of the targeted service.

Rates of Payment:

These fees are established in accordance with Federal guidelines that permit an agency to establish fee limits for services designed to ensure a reasonable cost to the program for each service. Whenever appropriate, a competitive process will be used to achieve a reasonable price. Idaho is a low bid State; therefore, the lowest bid, meeting specifications, will then be the maximum amount IDVR will contribute to the purchase of goods or services. The Payment Policy will determine the maximum that IDVR will contribute to the purchase. For items not included in the payment policy, the usual, customary and reasonable rate will be used for the service, not to exceed the rate charged other public agencies. The services that will meet the customer's need at the least cost to IDVR shall be the service purchased. All decisions on cases, including fee for services, are determined on an individual case basis. The customer may choose his or her preferred vendor, but if the client chooses a product or vendor that exceeds the maximum rate of payment established by the Payment Policy, the customer will be responsible for the excess amount.

IDVR Payment Rates:

- 1. Post-Secondary Training:** IDVR provides financial assistance for Post Secondary Training. Listed below are maximum assistance allowances to apply toward all training and educational programs including college, university, vocational-technical, truck driving, cosmetology, business school, computer training, commercial pilot training, etc.

The established percentage support applies to ALL tuition and fees including any associated health insurance fees.

- a. Pell Grant / Financial Aid:** Any customer planning on attending an institution that is eligible for Pell Grant funding must complete the Free Application for Federal Student Aid (FASFA) application and receive an award or denial letter prior to any IDVR financial participation. All PELL grant proceeds must be applied first toward tuition and book expenses before IDVR assistance is provided.

Any non-merit grants or scholarships must also be applied to tuition, fees and books before IDVR assistance is applied.

A merit scholarship, based on academic standing or achievement, can be utilized at the student's discretion.

Student loans, including Federal student loans, can be utilized at the student's discretion.

In situations where a comparable and accessible Pell Grant and non-Pell Grant supported programs co-exist, IDVR requires utilization of the Pell Grant supported program.

An exception for IDVR financial support to a non-Pell Grant supported program (when a comparable Pell Grant supported program exists) can be granted after

review and approval by the Regional Manager if the student can show extenuating circumstances and/or other very strong rationale for attending the non-Pell Grant supported program.

- b. Tuition:** IDVR will pay up to 90% of the total tuition and fees of any Idaho Public Post-Secondary Institution.

For customer's choosing out of the state or private institutions IDVR will pay up to 90% of the tuition and fees up to 90% of the highest Idaho Public Post-Secondary Institution offering the same program.

- c. Out-Of-State Education and Training:** Public and private post secondary institutions including colleges, universities, vocational technical schools, and other educational and training institutions outside the State of Idaho (see 12.5).

Normally IDVR financial participation will be limited to equivalent rates established for in state education and training with the following exceptions;

- i. If a customer's vocational goal requires an educational degree that is not available at a state of Idaho public institution, IDVR will pay a maximum of 2.5 times the rate of two semester's tuition of the University of Idaho.
 - ii. If the course of study is offered in-state, because of the additional costs caused by accommodations for disability, it would be more cost effective for the Agency to support the attendance of the customer at an out-of-state educational institute, then VR may pay the training rates established for out-of-state programs.
- d. Summer Sessions:** Summer sessions are generally considered optional for academic programs. Therefore additional funding is typically not allotted for summer sessions.

Payment for a summer session will be considered with approval from the Regional Manager. Maximum assistance rates will be established according to the length of the term, i.e. semester, trimester, quarter. Approval or denial for summer school assistance will be considered if it meets any of the following conditions;

- i. IDVR may pay for summer session if it is a required part of a program.
 - ii. IDVR may pay for summer session in exceptional cases where a disability-related reasonable accommodation is verified.
 - iii. IDVR may pay for an additional summer session if by attending the session the customer will be able to complete the college or university degree program by the end of that session.

- iv. IDVR may pay for a summer session if by attending the session the customer will be able to complete the college or university degree program within the timelines identified on the IPE.

2. Books:

Where available and feasible customers are required to use rental text books or e-books. All rented books need to be returned – customer will be billed when books are not returned.

If unavailable for rent or e-book format, some text books may need to be purchased. The expectation is that used books will be purchased when available. All books purchased by IDVR must be returned to IDVR unless negotiated previously with VR counselor (where the book may be used for additional classes, reference, or for disability reasons).

IDVR will pay a maximum of 90% of the text books. If non-merit grant funds are remaining after paying tuition and fees they must be applied to books.

- 3. Medical Insurance for students in post-secondary education:** IDVR may pay for medical insurance for students while attending an institution that requires medical insurance. If the student has medical insurance or can obtain medical insurance at no extra cost that meets the institutions requirement IDVR will not pay for medical insurance.

Note to staff: this must be issued as a separate authorization and classified as insurance.

4. Medical exams with written report:

- a. General Physical exam - \$65 maximum
- b. Specialist exam by M.D. - \$350 maximum, plus actual cost of related procedures (e.g. x-rays).

- 5. Psychiatric Evaluations:** \$250 maximum for the evaluation plus one medication monitoring sessions that is considered a diagnostic.

- 6. Psychological Exam by Licensed Psychologist:** \$200 maximum plus actual cost of psychometric tests.

- 7. Ophthalmologist:** The specialist fee (\$350) for an ophthalmologist will be authorized when diseases of the eye are present and cannot be dealt with by an Optometrist.

- 8. Optometrist:** Maximum fees are established for general visual exam, accompanying test, frames and glasses. Tinted glasses require a prescription for IDVR payment.

Procedure Fees:

Visual Exam \$85

Frames w/ Single Vision Lenses (per pair) \$165

Frames w/ Bifocal Lenses (per pair) \$185

Frames w/ Trifocal Lenses (per pair) \$210

Contact Lenses – Contact lenses cannot be purchased for clients unless there is documentation by an Ophthalmologist or Optometrist that there is a medical or visual need. Maximum assistance - \$125

9. Psychotherapy / Counseling Sessions: IDVR recognizes the benefits of additional training, education, and credentialing and has established the following payment policy for customer psychotherapy and counseling.

- a. Doctorate level licensed psychologist up to \$100.00 per session.
- b. Masters level clinician (to include LPC, LCPC, MSW, LCSW, and ACADC) up to \$80.00 per session.
- c. Bachelor's level counselor (CADC) up to \$40.00 per session.
- d. Group Counseling – IDVR also recognizes the importance of group counseling as a part of mental health restoration and as a supplement to customer counseling. The following payment policy has been established for group counseling (not to include family counseling). Group counseling up to \$25.00 per session.

The maximum that can be spent on any psychotherapy or counseling services is \$1,000.00 for the life of the case.

10. Medication and Medication Monitoring:

Maximum: 3 months of medication identified on an IPE with one additional month if needed for diagnostic purposes – total 4, while customer applies for reduced cost or free medication programs provided by drug companies or other sources of comparable benefits.

Maximum: 5 sessions of medication monitoring identified on an IPE. This does not include the one follow-up that is part of the evaluation.

11. Dental Work: including but not limited to, fillings, extractions, crowns, and dentures. Dental Work would need to create an impediment to employment and must be appropriate to the identified employment goal.

Maximum: \$500 per case

12. Hearing Aids:

Maximum: \$1,000 per hearing aid. Cost must include insurance for free replacements for one year.

Audiologist exam: \$85.00 maximum

13. Transportation:

- a. Public conveyance (bus, van) – Actual cost of service
- b. Private vehicle not to exceed \$60 maximum per month within a 20 mile radius or up to a maximum of \$200 per month outside the 20 mile radius.
- c. Taxi Services – In areas without public conveyance, IDVR will not exceed \$60 maximum per month.

14. Car Repairs: Maximum: \$300 per case (except for cost of reasonable accommodation for disability). IDVR will not pay for customary general car maintenance (i.e. oil changes, tire rotations, etc).

15. Auto Insurance: Maximum six (6) months of auto insurance. VR will only pay necessary auto insurance required to cover the VR customer as a vehicle operator.

16. Maintenance: Maintenance means monetary support provided to a customer for expenses, such as food, shelter, and clothing, that are *in excess* of the normal expenses of the customer and that are necessitated by the customer's participation in an assessment for determining eligibility and vocational rehabilitation needs or the customer's receipt of vocational rehabilitation services under an individualized plan for employment (IPE). (Ref 34 CFR Part 361.5 (35)).

NOTE: *Counselors cannot pay maintenance for those existing living costs that a customer would normally incur regardless of the customer's participation in a plan of vocational rehabilitation services.*

Maximum: \$2,000 total per Federal fiscal year.

17. Copy Fees:

Maximum: \$25 for a copy of records or reports.

18. Community Rehabilitation Programs (CRPs):

- a. Maximum hourly rate for community based services - \$47.80/hour.

Services purchased from CRPs are not subject to the allowable maximum for training and educational expenses.

Regional Managers can approve exceptions to the following limits:

- All types of Job Site Development - maximum 40 hours per strategy.
- CBWE and CBWA – maximum 25 hours.
- P&F – maximum 15 hours.

- CSE Job Coaching – maximum 40 hours.

b. Maximum daily rate for in-house work evaluation, work adjustment - \$69.55/day.

19. Tools & Equipment:

Maximum: \$1,500 per case. Agency inventory tools and equipment will count towards the \$1,500 maximum. *The VR counselor must always negotiate in the best interest of the agency on cost services and must get three bids, if vendors are available, on all durable equipment (reusable) value at \$300 or more.*

Tools will need to be required for training or employment and must be verified by the school or employer.

Exception: If there is a change in employment outcome, the customer must return the original tools to VR. After the tools have been returned, then VR may purchase new tools up to the \$1,500 maximum for the new employment outcome.

NOTE: *A Property Agreement must be secured on all durable equipment or reusable supplies that exceed \$150 in value.*

20. On-The-Job (OJT) Fees:

(See section 12.5 On-The-Job Training)

Maximum: \$3,000 for a salary of \$9.00 per hour and under; \$5,000 for a salary between \$9.01 - \$15.00 per hour; \$7,500 for a salary of \$15.01 or more. There is a 20 hour a week minimum.

- a. The VR counselor must negotiate OJT fees based on:
 - Employer's cost to train the individual above the normal level of training
 - Level of technical skills required for job
 - Number of hours worked
- b. The Individualized Plan of Employment (IPE) and OJT Agreement must include:
 - Cost of training
 - Length of time (# of months)

VR counselors are strongly encouraged to negotiate a decreasing payment schedule with the employer.

21. Computers including hardware and software:

Maximum: \$500 per case, except for disability related assistive technology.

22. Self-Employment Plans – (see Section 12.9)

23. Child Care:

Maximum: Up to \$300 per month per case.

24. Reimbursements for Fines:

IDVR will not pay for costs associated or incurred due to illegal behavior (fines, restitution, and reinstatements due to legal related suspensions).

25. Advanced Degree:

IDVR may assist with an advanced degree based upon the rehabilitation needs of the customer. (See section 12.5)

26. Typical exclusions from VR financial participation:

- a. Securing a private pilot's license
- b. Organ transplantation
- c. Surgery; Surgery may be provided if it is not the sole vocational rehabilitation service needed for the customer to return to work or to achieve an employment outcome.

IDVR will only cover the cost of surgery if it will substantially reduce functional limitations. It is highly practical and appropriate for the VR counselor to explore alternative employment opportunities with the customers that may negate the need for the corrective surgery. Such an alternative should accommodate the customer's functional restrictions and provide a level of income that would be comparable with potential earnings following a surgery.

NOTE: *When physical restoration services for customers who have a temporary disability, which will be eliminated by surgical care in an acute general hospital, is the only vocational rehabilitation service to be provided, and the condition is likely to be remedied by relatively routine medical intervention with no significant lasting effects, the RSA position is that such cases should be referred to other agencies. Such services should not be paid for under vocational rehabilitation auspices. – (RSA Position Paper, 3/28/80, Robert R. Humphreys, commissioner of RSA)*

27. No Shows:

If a customer does not attend an appointment and does not cancel or reschedule, the customer will be responsible for payment of any charges – not VR.

If VR authorizes for an interpreter to be present and the customer does not attend, VR will cover cost of the interpreter through administrative authorization.

Exception to Rate of Pay Policy:

The Rehabilitation Act of 1973, as amended, requires that IDVR have a policy that allows for exceptions to the Payment Policy, unless the exception would violate State or Federal laws. All exceptions will be reviewed on an individual case basis.

Exception to Rate of Pay Process:

To be considered for an exception, the Customer and VR counselor should first seek approval from the Regional Manager. Regional Managers have the authority to approve the exception as long the exception is not more than 50% of the service cap. Greater than 50% of the service cap will require the approval of the Chief of Field Services. The Regional Manager shall submit the request for the exception in writing to the Chief of Field Services.

The request must include:

1. A description of the requested exception.

Detailed reasons why the customer, VR counselor and manager (when appropriate) believe the exception is warranted. The Chief of Field Services (or Regional Manager when appropriate) will have ten (10) days from the date of receipt of the request to make a decision. If the request is approved, written notification will be sent to the Regional Manager (when appropriate) and this will be placed in the case file.

The Chief of Field Services reserves the right to deny any request.

If a request for exception is denied, the customer must be informed of the reason why and of his/her right to appeal the decision within ten (10) days of notification of the denial.

Reasons for Exception:

The items listed below are not all inclusive, but do contain the major reasons that will be considered in determining if an exception to policy will be granted. Financial need alone is not always sufficient grounds for asking for an exception. While a customer may present one or more of these reasons for an exception, VR counselors should use discretion in requesting an exception. It is sometimes the nature and scope of the reason and not the number of reasons that may justify the exception.

1. The need is disability related.
2. The customer has used all sources available; including his/her own financial contribution, as well as all available Federal Financial Aid in post-secondary training situation, insurance, Medicaid, Medicare, and other resources typically used by persons without disabilities.
3. Changes in circumstances resulting in loss of income or support making previously available resources unavailable.
4. Service is not available, in certain geographical locations of the State, within the Payment Policy maximums.

12.3 Counseling and Guidance

Idaho Division of Vocational Rehabilitation (IDVR) recognizes that vocational counseling and guidance is the key element in the rehabilitation process in that it is the method of involving the customer and significant others in that process. It begins when the customer contacts the agency and does not end until closure as successfully rehabilitation or through the completion of the post-employment period.

Vocational counseling and guidance, including referral and placement, are essential VR services provided by the VR counselor throughout the rehabilitation process. This is the *primary service* in the VR plan.

Counseling, guidance and placement should be an integral part of every IPE regardless of other services because it is the best method of coordinating services and maintaining a good working relationship with the customer. This is also the method used by the counselor to facilitate customer input. The VR counselor gathers the necessary information for providing vocational counseling and guidance services from a wide variety of sources, including, but not limited to:

- A. Medical and psychological information.
- B. Vocational evaluation information including labor market information, job analysis, aptitude and interest information, situational assessments and trail work experiences.
- C. Analysis of transferable skills.
- D. Rehabilitation technology, including rehabilitation engineering.

Counseling will address vocational and personal adjustment issues that are creating barriers to the customer obtaining and maintaining employment.

Counseling will be provided in a respectful manner encompassing the core conditions of helping. These will include unconditional positive regard, genuineness and congruence. Counselors will always maintain a professional demeanor and not allow counseling issues to become personal. Counselors are to follow the canons of ethical behavior and practice outlined by the Commission on Rehabilitation Counselor Certification (CRCC) Code of Ethics.

Counseling services must be provided in every case but will vary depending on the needs and complexities of each individual customer. Frequency of guidance and counseling contacts is determined at plan development and included on the IPE. Case notes will reflect contact and content of meetings. *A monthly summary of guidance and counseling activities is the agency "best practice" norm for recording progress.*

12.4 Physical and Mental Restoration Services

These are services necessary to correct or to substantially modify a physical or mental condition that is stable or slowly progressive. *Before medical restoration is provided, there must be documentation that the clinical status of the customer is stable or slowly progressive and the service is a requirement for the customer's successful employment. The medical consultant shall*

review the record to insure the adequacy of medical information, advice on the service requirement, educate the counselor on the procedure and required follow-up, and provide any necessary liaison with medical community.

Current maximum financial contributions by IDVR for specified services can be found in the “Payment Policy” section 12.2 of the manual (See also section 12.2 subsection “Typical Exclusions” and section “Comparable Benefits”). For all other services listed below, IDVR will pay the prevailing “Usual and Customary” charges after a comprehensive assessment of potential or available comparable benefits and resources has been conducted.

12.4.1 Concurrent Acute or Chronic Conditions Arising from Physical or Mental

Restoration: Services necessary to assist with acute treatment or care for a condition associated with or arising from physical and mental restoration services that are on the IPE. Comparable benefits will always be explored prior to authorization of this service. *The medical consultant should be utilized to determine the medical rationale for such services whenever possible.*

These services should be provided in the least intensive medical environment appropriate.

In the case of a chronic condition which does not appear to be resolving in a reasonable amount of time, consultation with the medical consultant should be used to determine whether a case should be closed.

12.5 Training Services

12.5.1 Disability related training services

Disability related services include, but are not limited to: orientation and mobility, rehabilitation technology, speech reading, sign language, and cognitive training/retraining.

12.5.2 Post-Secondary Training

Post-Secondary training is provided when necessary to become a competitive applicant for an agreed upon IPE goal that reflects the customer’s interests and informed choice to the extent that those factors are consistent with a customer’s strengths, resources, priorities, concerns, capabilities and abilities. IDVR may support graduate study when the customer’s employment objective is otherwise unachievable.

Prior to providing post-secondary training, comparable benefits shall be determined. The customer is required to complete and submit for processing the Free Application for Federal Student Assistance (FAFSA). The resulting Student Aid Report (SAR) and Financial Aid Award Letter will determine the Federal grant awards available that are to be applied to tuition, books and fees. Proof of financial award status *is required to be placed* into the record of services for all customers sponsored in post-secondary education by IDVR for training and degrees that are eligible for grants. Examples of proof include; the SAR, Financial Aid Award Letter or Post-Secondary Institution Student Budget, Compromise and Release documents from Worker’s Compensation.

All non-merit scholarships and grants to be applied to tuition, books and fees as a first dollar source, prior to the consideration of expenditures of IDVR funds. Merit based funding may be

applied to any legitimate college costs as determined by the customer, with no comparable benefit test required.

When IDVR has a joint case with another VR agency (Veterans Administration, Tribal Vocational Rehabilitation, Idaho Commission for the Blind and Visually Impaired, or another state VR agency) the sharing of case cost shall be done in a way that multiple agencies are not paying for the same service.

The FAFSA Expected Family Contribution, Student Contribution, Work Study and other grants must be considered in meeting the financial needs of the customer's post-secondary education to the maximum extent possible.

Customers are required to submit an application for FAFSA whether or not they believe they are eligible for funding. *This process should occur along with the verification of determination of eligibility/ineligibility for financial aid prior to IDVR developing an Individualized Plan of Employment (IPE) and participating in financial assistance for a post-secondary education.*

12.5.2.1 Out of State Training

Out-of-State Post-Secondary Education

- a. If the VR customer must attend an out-of-state institution because the course of study is not offered within the state of Idaho, please see section 12.2.
- b. If the course of study is offered in-state, but because of the additional costs caused by the accommodation for disability, it would be more cost effective for the agency to have the customer attend the out-of-state educational institute, see section 12.2.
- c. If the customer chooses to attend an out-of-state institution when comparable training is clearly available in the state, see section 12.2.

12.5.2.2 Progress Measures

Customers must maintain a term and cumulative grade point average that meets the school's academic requirements, program entry requirements, or a minimum of 2.0 GPA whichever is higher and must demonstrate timely progress towards meeting the goal of the IPE. The VR financial participation towards schooling may be paused if academic progress is such that the customer will not qualify for entry into the program stated on their IPE.

If the customer is placed on academic probation, or does not meet the standards stated above, s/he has one grading period in which to attain good standing. IDVR financial participation will terminate after that grading period until the customer achieves good standing.

If a customer does not pass a course(s) or withdraws following the designated drop period for the post-secondary institution, she/he is responsible to cover costs to repeat the course(s). *This understanding should be documented on the IPE that supports the training services.*

If a customer take an incomplete, she/he is responsible to complete the course(s) as designated by the institution and may be responsible to pay for the repeat of the course(s) *based upon whether or not active participation in the original coursework was demonstrated as agreed upon*

in the IPE. Disability-related interruptions will serve as justification for an incomplete, but should be carefully assessed to determine the feasibility of extending a particular program. If a customer is unable to complete a course(s) due to a disability related issue, IDVR may assist in coordinating with the institution to resolve the matter (examples: finances, withdrawals, incompletes, etc.).

IDVR post-secondary educational support will cease if the customer has an expulsion for academic dishonesty.

12.5.2.3 Loan Defaults

VR funds may not be utilized to pay for post-secondary education if a customer has defaulted on a State or Federal student loan. If a good faith effort is being made, as determined by the National Clearinghouse, VR funding may be available. The University or College Financial Aid office may be able to assist in unusual circumstances. Additional information can be obtained at www.studentclearinghouse.org.

12.5.2.4 Loan Deferment

Consumers may be eligible for temporary suspension of loan payments during specific conditions such as, returning to school, unemployment, disability, or military service. Additional information may be sought through the Financial Aid Office at the school the student plans to attend.

12.5.2.5 On-the-job-training (OJT)

An OJT is for a customer that is hired by an employer that needs specific training to achieve the employer's expectations. On-the-job training requires the completion and signing of the IDVR OJT Agreement between the customer, counselor, and employer, which states the hourly wage, the specific training needs, responsibility for Workers' Compensation coverage and any other conditions of employment. IDVR pays a training fee for OJT, not reimbursement or wages.

12.6 Benefits Counseling

Benefits counseling includes an informed discussion of the customer's benefits, employment status, consideration of work incentives, and the impact on existing or potential benefits a change in employment may create. All social security recipients should receive benefits counseling services.

12.7 On-the-job-supports

On-the-job-support services are provided to a customer who has been placed in employment in order to stabilize the placement and enhance job retention. Such services include; job coaching, follow-up and follow-along, and job retention services.

12.8 Job Placement of Customers

All customers have the obligation to be involved in their own job search activities to the fullest extent possible. The customer and the VR counselor will work together to identify the supports necessary for job search and placement. Some of the job search activities could include:

- Communication and presentation skills.
- Gaining access to and using information.
- Introducing customers to specific programs such as job centers.
- Gaining networking skills.
- Use of online job search and applications.
- Community Rehabilitation Provider (CRP) services.
- Providing information around Federal and State employment opportunities.

IDVR does not pay fees to private staffing/employment agencies.

12.8.1 Community Rehabilitation Providers (CRPs)

Community Rehabilitation Providers may be used to assist a customer as they prepare to obtain or maintain employment. CRP services may only be provided if they are agreed to by customer, VR counselor, and CRP. The CRP services should be consistent with the customer's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and be the informed choice of the customer. Potential employers contacted by the CRP should be informed of the CRPs contractual relationship with IDVR. If workplace accommodation or assistive technology needs are identified for a customer, IDVR staff will be involved in addressing the accommodation needs with the employer (this is not referring to job coaching accommodations).

If services are contracted out to a CRP:

1. The customer and VR counselor will review the available list of CRP vendors and the services offered by each and will make a selection. This process should be noted as "customer choice" when documenting the choice of the CRP vendor and services to be provided. The customer will sign an information release form authorizing communication between the selected vendor and IDVR.
2. The customer and VR counselor will contact the CRP to discuss required services, negotiate and agree upon time frames and costs.
3. The VR counselor will submit referral information necessary for the CRP to provide the agreed upon services.
4. The customer, VR counselor, and CRP will have a staffing prior to initiating services (this staffing can be by phone or in person).
5. The VR counselor and customer will develop and agree to regularly scheduled contacts while receiving CRP services (minimum once a month).
6. The customer, VR counselor, and CRP will mutually agree upon frequency of contacts to monitor progress, quality, and duration of services provided.

Employers should be educated with regard to the fact that a person eligible for vocational rehabilitation services under ID. Title 33, Chapter 23, Idaho Code and the Administrative Rules of IDVR, who is placed with an employer through the authorized services of a CRP for community-based evaluation, community-based work adjustment or community supported employment (CSE) training is covered for liability purposes through the Worker's Compensation

Insurance carried by the CRP unless an actual customer has actually been hired by a targeted employer prior to the provision of authorized services.

12.8.2 Schedule A Appointing Authority in the Federal Government

5 CFR 213.3102 (t) (cognitive impairment), (u) (severe physical disabilities), and (gg) (psychiatric disabilities) are combined into one streamlined authority, 5 CFR 213.3102 (u). This authority is used to appoint persons who are certified that they are at a severe disadvantage in obtaining employment because of disrupted employment due to hospitalization or outpatient treatment for the severe disabilities listed above.

Appointment and Certification Process

IDVR can assist customers with disabilities (whether IDVR customers or not) in completing the Schedule A process. Information on how to assist customers with disabilities with the Schedule A process can be found at:

www.eeoc.gov/eeoc/initiatives/lead/upload/abc_applicants_with_disabilities.pdf or
http://www.opm.gov/disability/appointment_disabilities.asp

12.8.3 Alternative Hire Process for Employment with State Government

Within the IDAPA rules (15.04.01) of the Division of Human Resources and Idaho Personnel Commission exists the provisions and protocol entitled: 097 “Alternative Examination Process for Persons with Disabilities,” under this rule:

1. The VR counselor determines the need for the Alternative Hire process by documenting that the customer cannot competitively compete for the job due to a disability(ies).
2. The VR counselor determines that the customer meets the criteria for the alternative hire program.
 - Disability limits one or more functional areas.
 - The customer meets the qualifications of the class.
 - The customer lacks competitiveness in the normal hiring process due to disability.
3. The VR counselor will complete the Application for the Alternative Hire Program Form. Include a letter to Idaho Division of Human Resources (DHR) explaining why the customer cannot compete through the normal examination process due to his/her disability. The examination process includes application, testing, and interviewing.
4. The VR Counselor will staff the case with the Regional Manager for approval. The Regional Manager will subsequently forward the application to the VR Administrator for final approval.
5. IDVR Administrator approves/disapproves. If approved, the application will be forwarded to the Administrator of the Division of Human Resources for final review.
6. Upon approval from DHR, the VR counselor proceeds with the Alternative Hiring Process to the hiring authority.

Note: This process requires the use of the “Alternative Hire Application.”

12.9 Self-Employment Policy

Introduction

The primary goal of the Idaho Division of Vocational Rehabilitation (IDVR) is to assist the customer in attaining a suitable competitive employment outcome that results in financial self-sufficiency. Self-Employment is one option that may be considered to assist the customer in selecting a vocational goal.

The impediment created by the customer's disability must be addressed in the overall comprehensive assessment leading up to Individualized Plan of Employment (IPE).

The successful self-employment enterprise is operated by a participant who can demonstrate an array of skills and abilities, including; organization, business and financial management, marketing and other talents, as well as, knowledge and expertise in the goods or services being produced. These may be accomplished through natural supports or other resources and would need to be included in the self-employment plan. It is essential that the participant is well informed of potential risks and that efforts are made to minimize those risks.

A vocational evaluation/career exploration may be used as a method of assisting the customer and VR counselor in deciding if self-employment is a possible viable option. Vocational evaluators have a variety of instruments, work samples, inventories and other strategies to use in providing feedback and information related to self-employment.

There may be a need for VR services prior to a commitment from IDVR on a self-employment plan. It could be appropriate for IDVR to assist a customer in services, such as training needed for certain skills or business knowledge before the decision is made by the customer and VR counselor to pursue the development of a business plan.

IDVR values self-employment as a viable vocational outcome. Self-employment is presented by the VR counselor within the repertoire of vocational options and may be considered by customers and VR counselors as they work toward the development of an appropriate vocational goal.

IDVR supports active, not passive or speculative, self-employment goals.

General Self-Employment Process and Flow Chart

The following steps will be required for all self-employment. The nature and extent of activities within each step will vary by the type and complexity of the self-employment business goal.

- 1. Assessment of Customer's Appropriateness for Self-Employment**
- 2. Writing an IPE – Developing a Business Plan**
- 3. Amending IPE - Implementing the Business Plan**
- 4. Closure of Self-Employment Case**

Definitions

- a. Business Plan** – A detailed outline of the business description, objectives, organization, product or service description, summary of Customer qualifications, analysis of the potential business environment and market, management and organizational structure, and financial plan.

The level of detail required for the various components of the business plan will vary depending upon the type of self-employment being pursued.

- b. Contracting and Sub-Contracting** – When the VR customer works with a company under a limited or contract basis for either short or long term employment, but is not a company employee. There are some types of employment goals that could be sub contractors or a standalone business. Examples of likely contracting and sub-contractors opportunities include but are not limited to:

- Realtor
- Construction trades
- Cosmetology, nail tech, and hair stylist
- Paper delivery
- Tattoo artist

This is a type of start-up self-employment that will often be processed as a low cost, low risk, low complexity self-employment plan.

- c. Continued Self-Employment** – Employment where the VR customer is presently or recently (within the last year) engaged in a *successful* self-employed business as identified by the customer and feasibility of the business is recognized by IDVR. In this scenario, the IPE services will address *disability related barriers* to employment. IPE will be written as maintaining employment.

Any capitalization of the business will require the use of low cost/low risk/low complexity, complex, or supported self-employment strategy.

- d. Feasibility Analysis** – Provides an in-depth analysis of the business concept, the market, the financial investment and income potential. In addition, the feasibility analysis considers:

- Financial resources, skills and history of the customer as it relates to successfully operating a small business
- The need for customer training
- The availability of strong support network for long-term business success
- The need for a comprehensive business plan

- The likelihood of sustainability in a reasonable amount of time (what is a reasonable amount of time will likely vary by the type of self-employment)

The feasibility analysis offers the VR Counselor and customer a comprehensive, objective evaluation of the strength of the proposed self-employment venture.

e. Forms of Organization - refers to the way the individual legally organizes the business

i. *Sole Proprietorship* - one person who owns the business alone, but may have employees. She/he will have unlimited liability for all debts of the business, and the income or loss from the business will be reported on his or her personal income tax return along with all other income and expense she/he normally reports (although it will be on a separate schedule).

ii. *Corporation* – requires a legal filing with the Internal Revenue Service for corporate status. Corporate organization provides limited liability for the investors. Shareholders in a corporation are obligated for the debts of the corporation; creditors can look only to the corporation's assets for payment. The corporation files its own tax return and pays taxes on its income.

- VR customers who legally organize their businesses as a corporation, and are employed by their corporation may be eligible while in the start up phase of operations.

iii. *General and Limited Partnerships* – two or more individuals, one of which is a customer of IDVR with the controlling share (see Eligibility Requirements for Self Employment).

iv. *Limited Liability Company* - limited liability for all of its members (business partners), with the IDVR customer as the controlling member.

f. Hobby - customers identifying business-related goals that indicate a business activity that is:

- Operated for recreation and/or pleasure.
- Not projected to be profitable.
- Not seeking profitability.
- Neither operating nor carrying on activity in a business-like manner.
- Not depending on activity for livelihood.

g. Low Cost / Low Risk / Low Complexity Self-Employment – A comprehensive business plan is not required if a feasibility analysis report indicates the business concepts represents a (1) low cost (under \$5,000) total cost of anticipated self-employment start-up, (2) low risk (strong likelihood of success) and (3) low complexity (few and clearly identifiable barriers to self-employment). Examples of self-employment ventures that may not require a comprehensive business plan include:

- A VR customer is already self-employed and has demonstrated skills and abilities to successfully manage the business, and VR services are needed to retain employment due to a disability-related condition.
 - The VR customer has previous experience being self-employed in the same or similar field and start-up needs are minimal.
 - The VR customer has skills and experience in a trade and needs minimal training and services for startup, such as, lawn care, pressure washing, window washing, and bookkeeping.
 - A VR customer has experience or training in a trade and will lease space or sub-contract with an existing business and pay their own taxes, i.e., massage therapist, manicurist, cosmetologist, real estate agent.
- h. Complex Self Employment** – All self-employment plans that do not meet the criteria for low cost/low risk/low complexity, continued self-employment or supported self-employment fall under this category.
- i. Multi Level Marketing** –As a marketing strategy in which a person is compensated not only for sales they personally generate, but also for the sales of others they recruit into a business venture, creating a “down line” of distributors and a hierarchy of multiple levels of compensation.
- j. Natural Supports** – Long term supports provided by individuals naturally invested in the success of the VR customer (family and friends).
- k. Startup Self-Employment** - refers to an employment outcome in which a customer works in a business that she/he starts, owns, operates, and manages with the intention of being profitable.
- l. Supported Self-Employment** – refers to an employment outcome in which a customer works in a business that she/he owns, operates, and manages with natural or long term supports, with the intention of being profitable.

Eligibility Requirements

Participation in self-employment or supported self-employment as a vocational goal requires that:

1. The business venture is, at a minimum, 51% owned, controlled and managed by the IDVR customer. For those in supported self-employment, some IDVR customers may require the assistance of a guardian or conservator in controlling or managing a business.

2. Businesses must be organized as Sole Proprietorships, Corporations, General and Limited Partnerships, and Limited Liability Companies, as noted in Definitions-Forms of Organization.
3. The business venture is considered legal in all jurisdictions in which it operates (Federal, Tribal, State and local Governments). This includes business and other necessary licenses.
4. The business venture is accurately reporting to appropriate government agencies, including the Internal Revenue Service and State taxing agency or other applicable
5. State or local authorities.
6. The business venture is organized as a for-profit entity.

Financial Participation Requirements

Social Security beneficiaries are not required to financially participate towards the cost of their self-employment plan.

IDVR customers have a variety of sources to obtain their portion of the business costs. Some of these include:

- Investment of funds from microloans;
- Commercial and consumer loans;
- Loans from family;
- Forgivable loans;
- Equity grants;
- Equipment critical to the business operation;
- Inventory;
- Supplies;
- Facility (including fair value of existing facility in which the business will be operated)

- a. In consideration of the business start-up capitalization noted in the Business Plan, financial participation by IDVR and VR customer for the entirety of the self-employment plan, per case is as follows:

<u>Business Capitalization</u>	<u>Maximum IDVR Financial Assistance</u>	<u>Minimum Customer Participation</u>
Under \$2,500	100%	0%
\$2,501 to \$5,000	80% of startup capital	20%
\$5,001 to \$7,500	70% of startup capital	30%
\$7,501 to \$10,000	60% of startup capital	40%
\$10,001 and up	50% of startup capital	50%

If IDVR's portion for business start-up and capitalization is more than \$10,000, the Chief of Field Services must provide approval.

- b. Financial participation will not be required for IDVR investment in:
- Training and technical assistance.
 - Accommodations necessitated by the customer's disability in order to participate in training, technical assistance or in consideration of financial assistance.

Limitations and Restrictions

Financial assistance for business start-up capitalization does not include:

1. Funding for speculative real estate development.
2. Deposits that are refundable to the customer or business.
3. Cash.
4. Salary or benefits for the customer, partners in ownership, or any employees of the business.
5. Purchase of real estate.
6. Erection of buildings.
7. Inventory or business supplies that include tobacco, firearms or alcoholic beverages.
8. Refinancing of existing debt – business or personal.
9. Business continuation expenses subsequent to the initial start-up costs.

10. IDVR does not support a customer hobby as a self-employment goal.

Self-employment involving payment for registration, legal services, patents, trademarks, copyrights, or franchise fees require an exception to policy approved by the Chief of Field Services.

Multi-Level Marketing plans are often similar to illegal pyramid schemes; therefore, VR counselors are cautioned about supporting self-employment businesses with a multi-level marketing structure. Support for multi-level marketing businesses may be appropriate when the emphasis is on sales by the VR customer versus recruitment of down line distributors.

Types of Self-Employment

A. Start-up Business

a. Low Cost / Low Risk / Low Complexity Business Plan

I. Role of IDVR

When working with customers expressing an interest in self-employment the primary role of IDVR is to:

- Provide relevant information regarding the availability of self-employment services supported by the agency.
- Assist the customer in information gathering and assessment in deciding whether self-employment is an appropriate option to achieve their employment goal.
- Assess the customer's disability as it relates to the self-employment goal.
- Reduce or eliminate barriers to self-employment created by the disability.
- May authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.
- Participate with the customer and external technical assistance to evaluate the feasibility of the business.
- Coordinate training and technical assistance services.
- Provide technical assistance as deemed appropriate at post start-up of the business.
- Monitor business development at post start-up.

II. Role of the IDVR Customer

Customer responsibilities, as part of the informed choice process relating to self-employment, include but are not limited to:

- Determining the concept of the business.
- Participating in the assessment process.
- Exploring the feasibility of the business venture. This may include gathering information, market feasibility, and likelihood of financial sustainability. This may include; collaboration with technical assistance.
- Writing the business plan with or without technical assistance and approval by the VR counselor.
- Contributing, as appropriate, financially to the capitalization of the business venture by utilizing all available financial resources.
- Assisting in the identification of existing and potential barriers including those created by the disability, as well as identifying possible solutions.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial or other relevant documentation or information requested by the agency for post star-up monitoring.
- Fulfilling participation in the business start-up as noted in the Individualized Plan of Employment (IPE).

III. Assessment of IDVR Customer's Appropriateness for Self Employment

- Evaluation of the customer's interests, skills, aptitudes, and personality traits as they relate to self-employment. This may include; a) use of data gathering instruments, and b) formal vocational assessment to the degree necessary to ensure the customer has the basic skills necessary to operate and manage a small business.
- Ensure the viability of self-employment as it relates to the customer's ability to handle the physical, mental, emotional, and cognitive aspects of the business venture including their disability. This may require consultation with medical and/or psychological service providers that have been treating the customer. If clear information is not available additional assessments may be needed.

- Examination of the customer's financial goals related to self-employment should include consideration of issues such as impact on government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards. A referral for benefits planning may be appropriate.

IV. Writing an IPE – Developing a Business Plan

After a positive assessment of the feasibility of the business concept an initial IPE is written. Some of the key components of writing an IPE for business plan development include:

- IPE goal will be the anticipated vocational outcome that is the focus of the business plan.
- IPE must be identified as a self-employment IPE.
- Comprehensive assessment for this IPE is based on the appropriateness of self-employment as a strategy for the individual VR customer. It should be based on the feasibility analysis, the assessment of the customer's appropriateness for self-employment, and other information available.

Services provided as part of this IPE are intended to support the development, writing, and ultimate approval of the business plan. The following are key elements to the development of the business plan:

1. Customer Training and Technical Assistance:

- Customers may be expected to attend training and participate in technical assistance services related to self-employment. This could include options such as; training and technical assistance on subjects such as: exploring entrepreneurship, small business development, business plan development, small business management, accounting for business, and business financing.
- Customers may require business specific skill training to eliminate skill gaps or prepare for the operation of the business. This could include coursework such as accounting/bookkeeping, using computers in business, human resources in business, etc. Skill-building courses should be noted in the IPE as necessary.

2. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR to determine whether or not to participate in capitalizing the business venture.

- A basic Business Plan must be written and approved to the satisfaction for the VR counselor.
- The customer will prepare the Business Plan with or without external technical assistance from a service provider experienced in business plan development.
- Benefits counseling may be provided with a focus on the projected impact of revenues and expenses as noted in the Business Plan.

3. Process for Business Plan Review:

The customer's goal toward self-sufficiency and the level of the Agency's financial participation in the start-up capitalization of the business will determine the level of review and approval required.

- The counselor will review the plan for completeness according to the components listed in the definition of a Business Plan.
- All low cost/low risk/low complexity self-employment plans will be reviewed by the customer and the VR counselor.
 - a. If the customer and IDVR agree, then the VR counselor and customer proceed to amend the IPE to initiate the self-employment plan.
 - b. If the customer and IDVR agree, that revisions are needed the customer proceeds to revise the plan with or without technical assistance.
 - c. The customer may decide not to proceed with the identified business goal. If so, the customer and the VR counselor proceed with developing a new IPE goal (this may or may not be a different self-employment option).

V. Amending IPE - Implementing the Business Plan

Once the business plan has been approved by the customer and the VR counselor an IPE amendment will be developed that identifies necessary services and activities to implement the business plan.

1. Update comprehensive assessment based upon the additional information acquired through the business plan development process.
2. Identifying specific VR services, cost, and vendors need to implement the self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.
3. Identifying necessary training and technical assistance needed to implement the plan.
4. Identifying post start-up support services that may be needed.
5. Identifying the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).
 - Withdrawal of IDVR support of the business and reassess other VR options.
 - Proceeding with case closure.

VI. Closure of Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established:

- Identified benchmarks have been achieved.

- At least 90 days of stable employment and at least six (6) months of business operation.

Equipment provided for the self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the self-employment plan, consistent with Section 13 of the policy.

b. Complex Business Plan

I. Role of IDVR

When working with customers expressing an interest in self-employment the primary role of IDVR is to:

- Provide relevant information regarding the availability of self-employment services supported by the Agency.
- Assist the customer in information gathering and assessment in deciding whether self-employment is an appropriate option to achieve their employment goal.
- Assess the customer’s disability as it relates to the self-employment goal.
- Reduce or eliminate barriers to self-employment created by the disability.
- Authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.
- Participate with the customer and external technical assistance to evaluate the feasibility of the business.
- Assist in identifying resources for the capitalization of the business plan.
- Coordinate training and technical assistance services.
- Provide technical assistance as deemed appropriate at post start-up of the business.

- Monitor business development at post start-up.

II. Role of the IDVR Customer

Customer responsibilities, as part of the informed choice process relating to self-employment, include but are not limited to:

- Determining the concept of the business.
- Participating in the assessment process.
- Exploring the feasibility of the business venture. This includes conducting research, gathering information, market feasibility, and likelihood of financial sustainability. This may include collaboration with technical assistance.
- Writing the business plan with or without technical assistance.
- Researching the availability of financial resources.
- Contributing, as appropriate, financially to the capitalization of the business venture by utilizing all available financial resources.
- Assisting in the identification of existing and potential barriers including those created by the disability, as well as identifying possible solutions.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial or other relevant documentation or information requested by the Agency for post start-up monitoring.
- Fulfilling participation in the business start-up as noted in the Individualized Plan of Employment (IPE).

III. Assessment of IDVR Customer's Appropriateness for Self Employment

- Evaluation of the customer's interests, skills, aptitudes, and personality traits as they relate to self-employment. This may include; a) use of data gathering instruments, and b) formal vocational assessment to the degree necessary to ensure the customer has the basic skills necessary to operate and manage a small business.
- Ensure the viability of self-employment as it relates to the customer's ability to handle the physical, mental, emotional, and cognitive aspects of the business venture including their disability. This may require consultation with medical

and/or psychological service providers that have been treating the customer. If clear information is not available additional assessments may be needed.

- The customer has attended a training session, such as the Small Business Development Center's "Exploring Entrepreneurship" or another comparable program, to evaluate the advantages and disadvantages of business ownership and explore self-employment preparedness from a personal perspective.
- Examination of the customer's financial goals related to self-employment should include consideration of issues such as, impact on Government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards. A referral for benefits planning may be appropriate.
- Conduct a preliminary assessment of various funding sources for business capitalization. The customer's expectations relative to the financial support she/he anticipates/expects from IDVR should be discussed at the onset. It is important that the customer understands that *IDVR will not be the sole source of startup capitalization and that any funding allocated to the start-up of the business will be consistent with IDVR policy related to financial participation.*

IV. Assessment of the Feasibility of the Business Concept

Customers may be referred to outside resources for assistance in examining the concept, market and financial feasibility of the business. If the business idea is deemed feasible, the information developed at this stage will provide some of the basic data that will be used in completing the Business Plan to be written later.

Testing the feasibility of the business idea should be formalized through a written Feasibility Assessment documenting the following:

- **Concept Feasibility:** Clear description of the business idea; customer's background related to the business concept including education, training, direct experience and transferable skill sets; a summary statement identifying issues of concern regarding the feasibility of the concept; and a recommendation as to whether the business concept is feasible.
- **Market Feasibility:** Geographic description of market area; description of competitors working in or marketing to potential customers in geographic area; definition of target markets including size and scope of each market; zoning issues/requirements for establishing a business at intended location.
- **Financial Feasibility:** Capitalization requirements (start-up funding not to exceed 6 months) consistent with the individual's business concept; identification of resources for start-up funding and ongoing capitalization. Twelve (12) months of

projected sales/expenses may be included, when appropriate.

V. Writing an IPE – Developing a Business Plan

After a positive assessment of the feasibility of the business concept an initial IPE is written. Some of the key components of writing an IPE for business plan development include:

- IPE goal will be the anticipated vocational outcome that is the focus of the business plan.
- IPE must be identified as a self-employment IPE.
- Comprehensive assessment for this IPE is based on the appropriateness of self-employment as a strategy for the individual VR customer. It should be based on the feasibility analysis, the assessment of the customer's appropriateness for self-employment, and other information available.

Services provided as part of this IPE are intended to support the development, writing, and ultimate approval of the business plan. The following are key elements to the development of the business plan:

1. IDVR Customer Training and Technical Assistance:

- All customers will be expected to attend training, when available, and participate in technical assistance services related to self-employment. This could include options such as; training and technical assistance on subjects such as: exploring entrepreneurship, small business development, business plan development, small business management, accounting for business, and business financing. *Exceptions to the above requirement may be made with supervisory approval in limited circumstances.*
- Customers may require business specific skill training to eliminate skill gaps or prepare for the operation of the business. This could include coursework such as accounting/bookkeeping, using computers in business, human resources in business, etc. Skill-building courses should be noted in the IPE as necessary.

2. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR, banks, micro lenders, and other funding organizations to determine whether or not to participate in capitalizing the business venture.

- A comprehensive Business Plan will be required for all complex self-employment goals. The content for a comprehensive Business Plan is a thorough assessment of all the components listed in the Business Plan definition.
- The customer will prepare the Business Plan with or without external technical assistance from a service provider experienced in business plan development.
- Benefits counseling may be provided with a focus on the projected impact of revenues and expenses as noted in the Business Plan.

3. Explore and Apply for Resources Available From Other Sources:

IDVR customers pursuing self-employment are required to explore funding from sources other than IDVR. These may include microloans, commercial and consumer loans, loans from family, forgivable loans, equity grants, and work incentives for Social Security recipients including Plans to Achieve Self Support (PASS) and personal property (inventory and equipment) essential to the operation of the business. If the business plan is approved and the IPE is amended, the customer will apply for other resources necessary to implement the business plan.

4. Process for Business Plan Review:

The customer's goal toward self-sufficiency and the level of the agency's financial participation in the start-up capitalization of the business will determine the level of review and approval required.

- The counselor will review the plan for completeness according to the components listed in the definition of a Business Plan.
- The business plan is submitted for technical assistance and feasibility review by an outside consultant (approved by the VR counselor and customer) with experience in business development.
- All complex self-employment plans will be reviewed by a self-employment team. The self-employment team will include the customer, VR counselor, Regional Manager, at least one outside consultant, and other individuals as appropriate.
 - a. If the customer and IDVR agree, based on the feedback from the self-employment team, then the VR counselor and customer proceed to amend the IPE to initiate the self-employment plan.

- b. If the customer and IDVR agree, based on the feedback from the self-employment team, that revisions are needed, the customer proceeds to revise the plan with or without technical assistance.
- c. If the customer does not agree with the recommendations from the self-employment team the customer may choose to follow the appeal process. (See Section 4.0)
- d. The customer may decide not to proceed with the identified business goal. If so, the customer and the VR counselor proceed with developing a new IPE goal (this may or may not be a different self-employment option).

VI. Amending IPE - Implementing the Business Plan

Once the business plan has been approved by the customer and the VR counselor an IPE amendment will be developed that identifies necessary services and activities to implement the business plan.

1. Update comprehensive assessment based upon the additional information acquired through the business plan development process.
2. Identifying specific VR services, resources, cost, and vendors need to implement the self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.
3. Identifying necessary training and technical assistance needed to implement the plan.
4. Identifying post start-up support services that may be needed.
5. Identifying the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).
 - Withdrawal of IDVR support of the business and reassess other VR options.

- Proceeding with case closure.

VII. Closure of Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment and at least six (6) months of business operation.

Equipment provided for the self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the self-employment plan, consistent with Section 13 of the policy.

B. Supported Self Employment

a. Role of IDVR

When working with customers expressing an interest in supported self-employment the primary role of IDVR is to:

- Provide relevant information regarding the availability of supported self-employment services supported by the agency.
- Assist the customer in information gathering and assessment in deciding whether supported self-employment is an appropriate option to achieve their employment goal.
- Assess the customer’s disability as it relates to the self-employment goal and the nature and level of support required (Examples: guardians/family members, targeted service coordinator, psychosocial rehabilitation provider, Medicaid broker, SSA payee).
- Reduce or eliminate barriers to supported self-employment created by the disability.

- May authorize for the provision of external technical assistance including, but not limited to, business feasibility, training, business planning, and post start-up monitoring.
- Participate with the customer, support team, and external technical assistance to evaluate the feasibility of the business.
- Coordinate training and technical assistance services.
- Provide technical assistance as deemed appropriate at post start-up of the business.
- Monitor business development at post start-up.

b. Role of the IDVR Customer with their Support Team

Customer and support team's responsibilities, as part of the informed choice process relating to self-employment, include but are not limited to:

- Determining the concept of the business.
- Participating in the assessment process.
- Exploring the feasibility of the business venture. This may include gathering information, market feasibility, and likelihood of financial sustainability. This may include collaboration with technical assistance.
- Writing the business plan with or without technical assistance and approval by the VR counselor.
- Contributing, as appropriate, financially to the capitalization of the business venture by utilizing all available financial resources.
- Assisting in the identification of existing and potential barriers including those created by the disability, as well as identifying possible solutions.
- Identifying the areas within self-employment that need ongoing support and identify the specific individuals or resources that will provide that support.
- Developing skills and abilities necessary to operate and sustain the business venture.
- Business implementation and management.
- Providing regular financial or other relevant documentation or information requested by the Agency for post start-up monitoring.
- Fulfilling participation in the business start-up as noted in the Individualized Plan of Employment (IPE).

c. Assessment of Customer's Appropriateness for Supported Self Employment

- A. Evaluation of the customer's interests, skills, aptitudes, and personality traits as they relate to supported self-employment. This may include; a) use of data gathering instruments, and b) formal vocational assessment to the degree necessary to ensure the customer has the basic skills necessary to operate and manage a small business with adequate support systems.
- B. Ensure the viability of supported self-employment as it relates to the customer's ability to handle the physical, mental, emotional, and cognitive aspects of the business venture including their disability. This may require consultation with medical and/or psychological service providers that have been treating the customer. If clear information is not available additional assessments may be needed.
- C. Examination of the customer's financial goals related to supported self-employment should include consideration of issues such as: impact on Government benefits, supplementing family income versus primary source of support, and earning sufficient funds to maintain competitive employment standards. A referral for benefits planning may be appropriate.

I. Writing an IPE – Developing a Business Plan

After a positive assessment of the feasibility of the business concept an initial IPE is written. Some of the key components of writing an IPE for business plan development include:

- IPE goal will be the anticipated vocational outcome that is the focus of the business plan.
- IPE must be identified as a supported self-employment IPE.
- Comprehensive assessment for this IPE is based on the appropriateness of supported self-employment as a strategy for the individual VR customer. It should be based on the feasibility analysis, the assessment of the customer's appropriateness for supported self-employment, and other information available.

Services provided as part of this IPE are intended to support the development, writing, and ultimate approval of the business plan. The following are key elements to the development of the business plan:

1. IDVR Customer Training and Technical Assistance:

- Customers may be expected to attend training and participate in technical assistance services related to supported self-employment. This could include options such as; training and technical assistance on subjects such as exploring entrepreneurship, small business development, business plan development, small business management, accounting for business, and business financing.
- Customers may require business specific skill training or support to eliminate gaps for the operation of the business.

2. Business Plan Development:

The Business Plan is viewed as an essential element in any business venture and will be the document used by IDVR to determine whether or not to participate in capitalizing the business venture. If the supported self-employment plan meets the criteria for a complex self-employment plan refer to the business plan development for complex self employment plan. If the supported self-employment plan meets the criteria for low cost/low risk/low complexity plan refer to the business plan development for low cost/low risk/low complexity plan.

3. Process for Business Plan Review:

The customer's goal toward self-sufficiency and the level of the Agency's financial participation in the start-up capitalization of the business will determine the level of review and approval required.

If the supported self-employment plan meets the criteria for a complex self-employment plan refer to the business plan review for complex self-employment plan. If the supported self-employment plan meets the criteria for low cost/low risk/low complexity plan refer to the business plan review for low cost/low risk/low complexity plan.

II. Amending IPE - Implementing the Business Plan

Once the business plan has been approved by the customer, support team, and the VR counselor an IPE amendment will be developed that identifies necessary services and activities to implement the business plan.

1. Update comprehensive assessment based upon the additional information acquired through the business plan development process.

2. Identifying specific VR services, cost, and vendors need to implement the supported self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.
3. Resources to provide long term support (Extended Employment Services, Medicaid waiver, private pay, or natural supports) are identified and secured.
4. Identifying necessary training and technical assistance needed to implement the plan.
5. Identifying post start-up support services that may be needed.
6. Identifying the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of supported self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).
 - Withdrawal of IDVR support of the business and assess other VR options.
 - Proceeding with case closure.

III. Closure of Supported Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment and at least six (6) months of business operation.
- Verification of necessary long term supports.

Equipment provided for the supported self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the self-employment plan, consistent with Section 13 of the policy.

C. Continued Self-Employment:

I. Writing IPE

1. Prior to completing the IPE, a comprehensive assessment must be completed.
2. Identify specific VR services, cost, and vendors need to implement the self-employment plan. It is important that the financial responsibility for each party is identified on the IPE.
3. Identify necessary training and technical assistance needed to implement the plan.
4. Identify post start-up support services that may be needed.
5. Identify the benchmarks for successful closure. At minimum, one benchmark must identify acceptable wage level for the customer (not less than Federal minimum wage standards). Additional benchmarks should be identified that are critical to the success of self-employment and how to proceed if the benchmarks are not met. It is important that these benchmarks be clearly written, and the consequences for not meeting the benchmarks are clearly explained to the customer and stated on the IPE. Examples of consequences for not meeting the benchmark on the IPE:
 - Evaluating the appropriateness of the benchmarks and possibly modification of the benchmarks (this would require an amendment to the IPE).
 - Withdrawal of IDVR support of the business and assess other VR options.
 - Proceeding with case closure.

II. Closure of Continued Self-Employment Case

1. Successful Closure

Successful closure can be completed when the following has been established:

- Identified benchmarks have been achieved.
- At least 90 days of stable employment.

Equipment provided for the continued self-employment plan may be released or returned, consistent with Section 13 of the policy.

2. Unsuccessful Closure

If adequate progress towards meeting the identified benchmarks is not made, the VR counselor proceeds with case closure unless the customer expresses interest in developing a new IPE goal. “All Other Reasons” would be the reason selected for case closure.

The customer is expected to return equipment provided for the continued self-employment plan, consistent with Section 13 of the policy.

12.10 Effective Communication Services for Customers with Sensory Impairments

IDVR can provide interpreter services and note taking services for customers who are deaf, including tactile interpreting for customers who are deaf-blind; reader services, rehabilitation teaching services, note-taking services and orientation and mobility services for customers who are blind; telecommunications, sensory and other technological aids and devices.

Note: *If the customer is enrolled in an academic/technical training program at an institution that receives Federal financial support, the institution will be responsible for the provision of interpreter services within the classroom or formal training environment i.e., outside the classroom, but mandated or supported by the class curriculum. (A regional exception has been made at the Eastern Idaho Technical College – EITC as per the agreement between IDVR and EITC).*

12.11 Occupational Licenses, Tools, Equipment Initial Stocks and Supplies necessary in order to enter an Occupation

Occupational licenses, tools, equipment, initial stocks, and supplies may be purchased in order to adequately prepare the customer for a vocational outcome. *Private pilot’s license will not be secured through the financial support of IDVR.*

IDVR will not purchase land or buildings for customers with disabilities. IDVR retains the right to reclaim occupational tools and equipment purchased by IDVR when:

- Customer's IPE is not completed.
- The tools and equipment are no longer necessary or appropriate for the existing or new employment goal.
- Case is closed other than rehabilitated.

12.12 Supported Employment Services

Supported employment services may be provided to customers with the most severe disabilities who require ongoing training on-the-job and support services.

12.12.1 Supported employment is defined as follows:

- A. Competitive work (defined as payment of an hourly rate not less than minimum wage or less than the employer usually pays individuals who are not disabled) in an integrated work setting (defined as an environment in which the customer engages in as much contact with co-workers or the non-disabled general public as any other non-disabled person working in that job would experience) with ongoing support services for customers with the most severe disabilities for whom competitive employment:
1. Has not traditionally occurred; or
 2. Has been interrupted or intermittent as a result of severe disability; and
 3. Who, because of the nature and severity of their disability(ies), need intensive supported employment services or extended services in order to be gainfully employed; or
- B. Transitional employment for customers with chronic mental illness.

Note: Non-competitive, non-integrated employment (sometimes referred to as Sheltered Work, Facility Based Work, Work Services, or Workshop Services) is not part of VR services. If a customer requests these services, IDVR will provide information about competitive, integrated employment to assist in informed choice. If the customer still request non-competitive, non-integrated employment they will be referred to the Extended Employment Services Program through the Extended Employment Services Referral Form.

12.12.2 Supported employment Process:

- A. Through an assessment (internally provided or through a review of external documentation) or through the provision of VR services, supported employment is identified as a necessary strategy for successful employment.
- B. The VR counselor and customer will identify the level of ongoing job support necessary to maintain successful employment.
- C. The VR counselor and customer will identify the availability of long term support strategies for the level of supported employment services identified.
- D. If long term support strategies are available then an IPE may be written.

- E. If long term support strategies are not available the case will be closed “Unable to Benefit from Services.”

12.12.3 Supported Employment Strategies

Natural Supports: Support from supervisors and co-workers occurring in the workplace to assist employees with disabilities to perform their jobs, including supports already provided by an employer for all employees. These natural supports may be both formal and/or informal, and include mentoring, supervision (ongoing feedback on job performance), training (learning a new job skill with a co-worker), and co-workers socializing with employees with disabilities at breaks or after work. Support provided by family, friends, or significant others are also included within this definition.

Extended Employment Services: (IDAPA 47.01.02) Funds Managed by IDVR/EES. There are four eligibility categories:

- A. Developmental Disabilities (as defined in section 66-402, Idaho Code).
- B. Mental Health: (Typically Schizophrenia, Major Mood Disorders, Borderline Personality Disorder, Delusional Disorder, Schizoaffective Disorder).
- C. Specific Learning Disability.
- D. Traumatic Brain Injury.

Medicaid Funded Employment Supports:

Developmental Disabilities – Adult DD Home and Community Based Services Medicaid Waiver (IDAPA 16.03.10.703.03). Eligibility for this waiver is determined by the Independent Assessment Providers (IAP) at the Idaho Center on Disability Evaluation. The Self-Directed option falls under this waiver.

Aged or Disabled Waiver – Supported Employment is a component included in this Home and Community Based Services Medicaid Waiver (IDAPA 16.03.10.326.17).

12.12.4 Steps to Securing Long Term Support for Medicaid or EES Services:

1. Contact the Regional Community Supported Employment (CSE) coordinator.
2. The Regional CSE coordinator will submit the Referral for Extended Employment Services to the EES program.
3. The Regional CSE coordinator and VR counselor will receive documentation regarding the availability within ten (10) business days.
 - a. Funding for EES Available – The VR counselor proceeds with plan development.

- b. No EES Funding Available – Customer is placed on the EES waiting list by EES program.
- i. Waiver Eligible –
 - VR staff notifies in writing to EES program that employment services are approved from Medicaid. Customer is removed from the waiting list once employment waiver services are approved by Medicaid.
 - If employment services are not included on the customer’s waiver plan, if EES funding is not secured within three (3) months then the case will be closed (EES case will remain open and the customer will remain on the waitlist).
 - ii. Not Waiver Eligible – Customer remains on the EES waiting list
 - VR counselor does not proceed to plan development.
 - If funding is not secured within three (3) months then the case will be closed (EES case will remain open and the customer will remain on the waitlist).
 - Once EES funding becomes available EES program will notify CSE coordinator and VR counselor; customer will be removed from the EES waiting list. IPE development may be initiated (VR case file may need to be reopened).

12.13 Post-Employment Services (PES)

A customer with a disability who had been previously rehabilitated may require additional services in order to maintain, advance in, or regain suitable employment. In order to qualify for this service strategy, the need must be based upon a disability previously documented in the eligibility determination section. Post-employment services require an amendment to the IPE. *In order to qualify for these services, the customer’s vocational needs must be minor in scope (\$1,000 or less) and duration (6 months or less). This means the customer only needs relatively short-term services with minimal cost associated.* Customers requiring multiple services over an extended period of time and/or a comprehensive/complex rehabilitation plan should be encouraged to reapply for the full-spectrum of VR services since their needs exceed the intent of post-employment services. PES can be initiated within three (3) years of successful closure. Once the record is destroyed, a new case must be opened.

Note: The intent of PES is to ensure that the employment outcome remains consistent with the customer’s strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

12.14 Rehabilitation Technology

Rehabilitation technology services (assistive/adaptive technology) may be provided as compensatory strategies to increase, maintain, or improve functional capabilities of customers with disabilities. Rehabilitation technology services may be provided at any time in the rehabilitation process, including the assessment for determining eligibility and vocational rehabilitation needs, extended evaluation, services provided under an IPE, and post-employment services. Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices are exempt from a determination of the availability of comparable services or benefits exist under any other program and are available to the customer, IDVR may request, but may not require the use of comparable services and benefits. (For further information, please review the series of comprehensive fact sheets provided by Idaho Assistive Technology Project located on the IDVR intranet web site. There are also direct links to the Idaho Assistive Technology Project web site at that location).

12.14.1 “Assistive technology service” means any service that directly assists a customer with a disability in the selection, acquisition, or use of an assistive technology device, including:

- A. The evaluation of the needs of a customer;
- B. Purchasing, leasing, or otherwise providing for the acquisition by a customer with a disability of an assistive technology device;
- C. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
- D. Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
- E. Training or technical assistance for a customer with a disability.

12.14.2 An assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off-the-shelf, modified, or customized that is used to increase, maintain, or improve the functional capabilities of a customer with a disability.

12.14.3 Vehicle modification, may be provided as an assistive technology device only when the applicant/customer is otherwise precluded from achieving a vocational objective.

1. In the event that a vehicle requires modification. e.g., hand controls, lift installation, or structural revision, may be provided on vehicles with an expected life of five (5) years or longer after modification, as evaluated by a certified mechanic (paid for by IDVR). The customer must agree to maintain insurance on the vehicle for replacement costs of the modified equipment.
2. Any vehicle modification over \$3,000 must include a minimum of two bids from approved vendors.
3. Adaptive equipment items that are not documented as medically and/or vocationally necessary will be the responsibility of the customer.
4. When a customer purchases a new vehicle requiring modifications they should check with the dealership to see if the vehicle modification assistance is available. The VR counselor will check with the customer to see if the customer is willing to access and apply the rebate to the cost of vehicle modification.

12.14.4 Housing modifications may be provided as a supportive service so the customer can benefit from a core vocational rehabilitation service. Typically these services are provided under an IPE.

12.15 Supportive Services

- A. Maintenance is a funding provision designed to offset *identified additional costs incurred as a result of participating in a rehabilitation service* (expenses incurred by the customer while engaged in assessments required for determining eligibility or while receiving services under an IPE).

NOTE: Maintenance means monetary support provided to a customer for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the customer and that are necessitated by the customer's participation in an assessment for determining eligibility and vocational rehabilitation needs or the customer's receipt of vocational rehabilitation services under an individualized plan for employment. (Ref: 34 CFR, Part 361.5 (35)).

Counselors cannot pay maintenance for those existing living costs that a customer would normally incur regardless of the customer's participation in a plan of vocational rehabilitation services.

Maintenance intended to cover shelter related expenses will not exceed four (4) months per case without the Chief of Field Service's approval.

Maintenance intended to cover food expenses will not exceed four (4) weeks per case without the Chief of Field Service's approval.

Maximum per diem food rates for the state of Idaho can be found at: <http://www.sco.idaho.gov/web/sbe/sbeweb.nst/pages/trvlpolicy.htm#Apendix%20%22B%22>.

Maximum per diem food rates for out of state can be found at: www.gsa.gov.

VR counselors should be aware and make their customers aware, that any maintenance payments for food, shelter, or clothing may impact SSI benefits.

- B. Transportation is a service for identified travel and related expenses for customers to participate in a vocational rehabilitation services or assessment.
1. Actual costs may be paid for taxi, buses, airplanes, etc.
 2. When using a privately owned vehicle, fuel assistance will be negotiated. This depends upon actual transportation expenses for participation in rehabilitation services. Routine vehicle maintenance is not covered by IDVR.

3. The VR counselor must take into account the following issues when confronted with a request from a customer to repair a privately owned vehicle:
 - a. The overall condition and value of vehicle.
 - b. The extent of the repairs.
 - c. The availability of other appropriate transportation.
 - d. The necessity that the vehicle be used for VR participation or work.

12.16 School Transition

The Idaho Division of Vocational Rehabilitation (IDVR) participates in student transition planning as outlined at 34 CFR 361.22 of the Rehabilitation Act Regulation. The Regulations require plans, policies, and procedures that provide for the development and approval on an individualized plan for employment as early as possible during the transition planning process but, at the latest, by the time each student who is determined to be eligible for vocational rehabilitation services leaves the school setting. The Act also provides for:

1. Consultation and technical assistance to educational agencies in planning for transition of students with disabilities from school to post-school activities, including vocational rehabilitation;
2. Transition planning by personnel of IDVR and the educational agency for students with disabilities that facilitates the development and completion of their Individualized Education Programs (IPE's) under section 604 (d) of the Individuals with Disabilities Education Act (IDEA);
3. The roles and responsibilities including financial responsibilities, of each agency; and
4. Procedures for outreach to and identification of students with disabilities who are in need of transition services. Outreach to these students should occur as early as possible during the transition planning process and must include, at a minimum, a description of the purpose of the vocational rehabilitation programs, eligibility requirements; application procedures, and scope of services that may be provided to eligible customers.
 - Referrals should be made to the VR counselor as early as possible following the completion of the student's sophomore year. Earlier referrals can be made based on individual student need. All students with disabilities should be referred, not just those students in special education.
 - The VR counselor may participate and/or consult during the development of Individual Educational Plans (IEPs), Individual Transition Plans (ITPs) and Child Study Teams (CSTs) at the invitation of the school and agreement between the VR Counselor and CST members. VRC will determine the appropriate time to take an application when the focus is on the final vocational objective or formal planning for continued employment preparation after the student exits from high school.

- The school district’s responsibility is to provide a free and appropriate education to all students. This includes instructional aides, devices, and necessary services to achieve educational goals.
- IDVR’s responsibility is to facilitate the accomplishment of long-term vocational rehabilitation goals and intermediate rehabilitation objectives identified in the student’s IPE. Only services that are required for achievement of the employment goal will be provided or coordinated.

12.17 Services to Family Members

The definition of “Family Member” is a relative or guardian of the customer or someone who lives in the same household as the customer and has a substantial interest in the well-being of the customer.

Conditions and Criteria:

- A. Service may be provided only to individuals that meet the definition of family member.
- B. The services to be provided are those which are deemed to be necessary to the successful completion of the customer’s rehabilitation plan (IPE, Extended Evaluation, or Trial Work Period). The customer and VR counselor will make the determination as to whether a service to a family member is necessary to the vocational rehabilitation of the individual customer.
- C. Comparable services and benefits are to be explored and if available, utilized prior to expenditure of agency funds.
- D. IDVR funds can only be utilized if economic need is established on Financial Participation Assessment (FPA).
- E. Family members may not have access to the customer’s record of service without a release of information. Family members may have access to information pertaining to the services they received.

Procedures:

- A. The category of Services to Family Members requires prior approval from the Regional Manager.
- B. The IPE must set forth the services to be provided to the family member.
- C. In developing the IPE the VR counselor must ensure that the customer and family member(s) understand the basis for the provision of services in order to avoid any misunderstanding as to the scope, nature, and duration of services.

- D. Services under this section must comply with all other portions of the manual relating to the provision of VR services.
- E. Services to family members must be terminated whenever one of the following conditions prevails:
 - 1. When a service(s) is no longer necessary to the customer's plan; or
 - 2. When the customer's plan is terminated in accordance with case closure procedures; or
 - 3. When Post-Employment Services are terminated.
- F. When services are provided to family members, the record of service must include:
 - 1. A rationale that services are required to support the customer's success in completing objectives of the IPE;
 - 2. Data, including medical information, to support the decision to provide services (the least amount necessary to verify the need);
 - 3. Identification of family member(s) receiving those services;
 - 4. The cost of such services; and
 - 5. Documentation of the time limited nature of these services.

12.18 Personal Care Assistant Services

A personal care assistant (PCA) assists a customer with a significant disability by performing personal activities of daily living requiring hands-on help, which cannot be performed by the customer because of the significance of the disability. PCA services including personal care related tasks such as:

- 1. Eating
- 2. Drinking
- 3. Toileting
- 4. Bathing
- 5. Transfers
- 6. Dressing
- 7. Grooming
- 8. Medications

PCA services do not include chore services, respite, cueing, or household tasks. In most cases, tasks performed by the PCA are customer directed. The PCA is not responsible for any tasks that the customer with a disability can perform independently.

PCA services have been developed to enhance the ability of a customer with a significant disability to live and work independently. The need for PCA services is normally identified through an independent living (IL) evaluation.

A PCA must have completed a State approved training program or have substantial knowledge and experience in providing PCA services.

It is the policy of the IDVR to provide PCA services to customers with significant disabilities, when PCA services over and above those required for normal daily living are required to assist the customer to complete the VR process. IDVR does not provide PCA services in lieu of existing PCA programs and providers. If the VR counselor determines that PCA services are necessary for the customer to complete the objectives of the IPE, the VR counselor will need to conduct or obtain a personal care assistant evaluation to determine the number of hours of PCA services that are required for participation in the IPE over and above the customer's normal daily living needs.

It is the responsibility of the customer and the VR counselor to identify, apply for and utilize any and all similar benefits for PCA services. PCA recruitment and management is the responsibility of the customer. Payment for PCA services is made through an authorization to the customer for PCA services. The customer then pays the chosen provider. IDVR will not exceed the current rate established by Medicaid. IDVR does not pay for standby time; only for direct service time related to the VR service that the PCA service is addressing. The customer is required to submit verification of services received from the provider to IDVR on a monthly basis to continue to receive PCA funds.

IDVR PCA services are time limited in nature and are provided during the vocational rehabilitation process, if required, to assist in determining eligibility, for participation in vocational evaluation and assessment, and during implementation of an IPE with a goal leading to competitive employment. The provision of PCA services must be linked directly to the objective of the IPE. PCA services funded by IDVR must be for those tasks over and above PCA services normally require for tasks of daily living. No more than 40 hours per week will be authorized for PCA services.

When the IPE objectives have been successfully completed and the goal of competitive employment has been achieved, provision of PCA services required to maintain employment becomes the responsibility of the customer.

12.19 Services to a Group of Individuals

The Rehabilitation Act of 1973 as amended authorizes the provision of rehabilitation services to groups of individuals.

Guidelines:

Services for a group of individuals with disabilities must be expected to substantially contribute to the vocational rehabilitation of a group of individuals, but does not relate directly to the individualized rehabilitation program of any one individual with disability. The decision to provide services to groups will be made based on the need for the services as well as the available resources of the agency.

Establishment

Under the authority of 34 CFR 361.49(a)(1), IDVR may pursue the establishment, development, or improvement of a public or non-profit community rehabilitation program that is used to provide vocational rehabilitation services that promote integration and competitive employment, including, under special circumstances, the construction of a facility for a public or non-profit community rehabilitation program. Examples of “special circumstances” include the destruction or natural disaster of the only available center serving an area or a State determination that construction is necessary in a rural area because no other public agencies or private non-profit organizations are currently able to provide vocational rehabilitation services to individuals.

Any CRP establishment activities undertaken by IDVR will be supported by the pre-planning requirements under 34 CFR 361.49(b)(1) and 34 CFR 361.29.

In order for IDVR to engage in activities to establish, develop or improve a public or non-profit CRP, pursuant to 34 CFR 361.49(a)(1), and use of non-Federal expenditures incurred by those activities to satisfy match requirement under the VR Program, IDVR must first satisfy several pre-planning requirements:

1. IDVR must have written policies that set forth the nature and scope of services that will be provided to groups of customers with disabilities, and the criteria that will be used to determine the provision of those services (34 CFR 361.49(b)(1)); and
2. Establishment activities must have been identified as a need in IDVR's most recent statewide comprehensive needs assessment and IDVR must have included in its State plan a discussion of the strategies it would use to meet that need (34 CFR 361.29).

If IDVR has satisfied the above pre-planning requirements for activities related to establishing, developing, or improving a CRP, then the following requirements must be satisfied in order for IDVR to use non-Federal expenditures incurred for these activities towards its match requirements under the VR program pursuant to 34 CFR 361.60(b)(3)(i):

1. The activities proposed must fit within the definition of establishment, development, or improvement of a CRP at 34 CFR 361.5(b)(17);
2. The establishment, development, or improvement of a facility for a CRP at 34 CFR 361.5(b)(18), or
3. The construction of facility for a CRP at 34 CFR 361.5(b)(12); and
4. The activities must be designed to provide services to IDVR customers and applicants.

Based on 34 CFR 361.5(b)(17), IDVR may:

1. The establishment of a facility for a public or non-profit community rehabilitation program.

2. Staffing, if necessary to establish, develop, or improve a community rehabilitation program for the purpose of providing vocational rehabilitation services to applicants or eligible customers.
3. Other expenditures related to the establishment, development, or improvement of a community rehabilitation program that are necessary to make the program functional or increase its effectiveness in providing vocational rehabilitation services to applicants or eligible customers, but are not ongoing operating expenditures of the program.

Employment Related Services to Customers with Disabilities

Under the authority of 34 CFR 361.49(a)(6), IDVR may pursue services that promise to contribute substantially to the rehabilitation of a group of customers but that are not related directly to the individualized plan for employment of any one customer.

The nature and scope of the services provided include:

1. Increase access to employment and educational opportunities for persons who are deaf or hard of hearing.
2. Increase awareness of the needs of persons who are deaf and hard of hearing through educational informational programs.
3. Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

SECTION 13.0 - CLOSURE

13.1 Closure During Application Status

A. No disabling condition

The VR counselor is unable to verify the existence of a disabling condition. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), including Idaho Department of Labor.

B. No impediment to employment

The VR counselor cannot establish that there is a substantial barrier to employment based on disability. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), including Idaho Department of Labor.

C. Does not require VR services to achieve an employment outcome

The VR counselor has been unable to identify substantial VR services necessary to secure, retain or regain employment. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), including Idaho Department of Labor.

D. Unable to benefit from VR services

The VR counselor, through trial work or extended evaluation has established that the applicant is unable to benefit in terms of an employment outcome. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.

- b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
 4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and re-evaluation is able to be completed.

E. Extended services unavailable

The VR counselor has determined that extended services are required and the VR counselor and customer have determined that the extended services are not available at this time. The decision requires VR staff to:

1. Provide opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and re-evaluation is able to be completed.

F. Refused service, moved unable to locate, failure to cooperate, death, institutionalized, transportation not feasible, transferred to another agency, and all other reasons.

These are closures without eligibility determination. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.

2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation):
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

13.2 Closure during Eligibility Status

A. Unable to benefit from VR services, disability too severe for services

The VR counselor, through clear and convincing evidence has established that the customer is unable to benefit in terms of an employment outcome. An ineligibility determination, based on inability to benefit from VR services or disability too severe for services, may be completed after an initial eligibility determination. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and re-evaluation is able to be completed.

B. Extended services unavailable

The VR counselor has determined that extended services are required and the VR counselor and customer have determined that the extended services are not available at this time. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.

2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.

C. Refused service, moved unable to locate, failure to cooperate, death, institutionalized, transportation not feasible, transferred to another agency, and all other reasons.

The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation):
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

D. Closure from the Order of Selection Waitlist

When the VR counselor is unable to contact (the VR counselor uses the closure reason – unable to contact/locate or moved) or the customer has declined VR participation (the VR counselor uses the closure reason – refused services).

The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation):
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities).
 - c. Information regarding the Client Assistance Program (CAP).

13.3 Unsuccessful Closure After Implementation of IPE

A. Unable to benefit from VR services, disability too severe for services

The VR counselor, through clear and convincing evidence has established that the customer is unable to benefit in terms of an employment outcome. An ineligibility determination, based on inability to benefit from VR services or disability too severe for services, may be completed after an initial eligibility determination. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)
3. Referral to other agency (ies), the Extended Employment Program and as appropriate the Idaho Department of Labor.
4. Conduct a review of the ineligibility determination following the closure of the record within 12 months and annually thereafter, up to two (2) years, or longer if requested. The customer with a disability, or, if appropriate, the customer's representative, may have input into the review and re-evaluation. Signed documentation should be included of the review and re-evaluation if the review and re-evaluation is able to be completed.
5. Customer must return tools and equipment to the agency at the time of unsuccessful closure, in accordance to the tool agreement. Exceptions must be approved by the Regional Manager.

B. Extended services unavailable

The VR counselor has determined that extended services are required and the VR counselor and customer have determined that the extended services are not available at this time. The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of:
 - a. Ineligibility closure determination, explaining in clear and concise language the reason(s) for the ineligibility determination.

- b. Appeal rights (Rights and Responsibilities)
- c. Information regarding the Client Assistance Program (CAP)

C. Refused service, moved unable to locate, failure to cooperate, death, institutionalized, transportation not feasible, transferred to another agency, and all other reasons.

The decision requires VR staff to:

1. Provide an opportunity for the customer or his/her representative to receive full consultation regarding the closure decision.
2. Provide written notification, or other appropriate mode of communication of (when death is a reason for case closure do not send any written documentation);
 - a. Closure determination.
 - b. Appeal rights (Rights and Responsibilities)
 - c. Information regarding the Client Assistance Program (CAP)

13.4 Successful Competitive Closure After Implementation of IPE

A. Rehabilitated with supports

Customers in supported employment are determined rehabilitated when the objectives of the IPE for supported employment training are achieved and a plan for extended support services is verified through the activation of services related to the long-term source of support.

In order to determine that a customer has achieved an employment outcome, the case record must document:

1. That services provided under the IPE contributed to the achievement of the employment outcome
2. That the employment outcome is consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice
3. That the employment is in the most integrated setting possible, consistent with the customer's informed choice, that the customer is compensated at or above the minimum wage and his/her wages and benefits are not less than that customarily paid by the employer for same or similar work performed by non-disabled individual.
4. That the employment outcome has been maintained for a minimum of 90 days.

5. The customer and the VR counselor consider the employment outcome to be satisfactory and agree that the customer is performing well on the job. Whenever possible, confirm that the employer is satisfied with the work performance of the customer as well as IDVR services.
6. That an assessment occurred regarding whether a need exists for Post-Employment Services and that the customer was informed regarding the purpose and availability of post-employment services, should the need arise.
7. Ownership of tools and equipment may be transferred to the customer at the time of closure if the tools and equipment are necessary for on-going employment purposes.

B. Rehabilitated without supports

In order to determine that a customer has achieved an employment outcome, the case record must document:

1. That services provided under the IPE contributed to the achievement of the employment outcome.
2. That the employment outcome is consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
3. That the employment is in the most integrated setting possible, consistent with the customer's informed choice, that the customer is compensated at or above the minimum wage and his/her wages and benefits are not less than that customarily paid by the employer for same or similar work performed by non-disabled individual.
4. That the employment outcome has been maintained for a minimum of 90 days.
5. The customer and the VR counselor consider the employment outcome to be satisfactory and agree that the customer is performing well on the job. Whenever possible, confirm that the employer is satisfied with the work performance of the customer as well as IDVR services.
6. That an assessment occurred regarding whether a need exists for Post-Employment Services and that the customer was informed regarding the purpose and availability of post-employment services, should the need arise.

7. Ownership of tools and equipment may be transferred to the customer at the time of closure if the tools and equipment are necessary for on-going employment purposes.

13.5 Successful Non-Competitive Closure After Implementation of IPE

In order to determine that a customer has achieved an employment outcome, the case record must document:

1. That services provided under the IPE contributed to the achievement of the employment outcome.
2. That the employment outcome is consistent with the customer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
3. A. Homemaker – verify that the customer has increased their ability to provide services around the house that enable other family members to increase their financial contribution to the family.

B. Unpaid Family Worker – verify that the customer is working for the family farm or family business.
4. That the employment outcome has been maintained for a minimum of 90 days.
5. The customer and the VR counselor consider the employment outcome to be satisfactory and agree that the customer is performing well on the job. Whenever possible, confirm that the employer is satisfied with the work performance of the customer as well as IDVR services.
6. That an assessment occurred regarding whether a need exists for Post-Employment Services and that the customer was informed regarding the purpose and availability of post-employment services, should the need arise.
7. Ownership of tools and equipment may be transferred to the customer at the time of closure if the tools and equipment are necessary for on-going employment purposes.

13.6 Closure After Post Employment Services (PES)

A. Closed unemployed; opening a new VR case

The VR counselor has made a determination that the scope of services is inappropriate for PES and the customer has agreed to apply for a new VR case.

1. PES is closed.
2. Customer applies for services.

B. Employment maintained or regained

The customer and VR counselor are in agreement the job is or has been maintained, regained or advanced in.

1. PES case is closed
2. Customer agreement with case closure is documented in the case record.

C. Lost job; no further services at this time

The customer's employment was not maintained, regained, or advanced in and no VR services are appropriate at this time.

1. PES case is closed
2. Customer has been informed of case closure is documented in the case record.

SECTION 14.0 ORDER OF SELECTION

14.1 Authority

Rehabilitation Act of 1973 as amended by the Rehabilitation Act of 1998, Sections 101 and 102.
34 CFR Part 361 §361.36, §361.3.

14.2 Policy

In the event that the projected fiscal and personnel resources of IDVR become inadequate to provide the full range of services, as appropriate, to all eligible customers, the Administrator will implement the Division's Order of Selection procedure. By law, this procedure must insure that customers with the most significant disabilities are served first. The criteria used for determining the Order of Selection for services is the category of significance of the disability as defined in Policy Section 6.2 and the application date for VR services.

Factors that will not be considered in determining an order of selection priority category include:

- A. Type of Disability
- B. Duration of residency, provided the customer is present in the state;
- C. Age, gender, race, color or national origin;

- D. Source of referral;
- E. Type of expected employment outcome;
- F. The need for specific services or anticipated cost of such services; or
- G. The income level of the customer or customer's family.

14.3 Administrative Requirements

IDVR must ensure that its funding arrangements for providing services under the State Plan, including third-party arrangements and awards, such as cooperative funding agreements with school districts, other State agencies or contractual arrangements, are consistent with the Order of Selection. If any funding arrangements are inconsistent, the Agency must renegotiate these funding arrangements so that they are consistent with the Order of Selection.

14.4 Procedures

Determination of Significant Disability

When a VR counselor determines a customer is eligible, the VR counselor also establishes the level of significance of disability based upon the criteria established in Section 6.0. The level of significance of the customer's disability is identified with one of the following three priority categories:

- A. Customers with disabilities
- B. Customers with significant disabilities
- C. Customers with the most significant disabilities

Statewide Order of Selection Waiting list

When a VR counselor completes the eligibility process and the determination of the significance of the disability determination, the customer is added to the statewide Order of Selection waiting list in the appropriate category by date of application. The date of application process is completed (see section 5.3). The case is transferred from the VR counselor caseload to the office Order of Selection waiting list.

Written notification will be provided to the customer informing them of:

- Their eligibility determination.
- Their placement on the waiting list.
- The priority categories of IDVR's Order of Selection.
- Their assignment to a particular category.
- Their right to appeal their category assignment.
- The availability of the Client Assistance Program (CAP).

When resources are available, the Chief of Field Services notifies the Regional Managers of the number of customers to take from the waiting list by priority category, application date(s) and office locations. Regional Managers then coordinate with the VR counselors to transfer

the corresponding cases from the Order of Selection waiting list in respective offices to VR counselor's caseloads.

A customer on the statewide Order of Selection waiting list may request that his/her case be transferred from one office to another by contacting the local VR office – The request for transfer will be processed by the Regional Manager where the case resides.

Transferring a New Case to the Order of Selection Waiting List

The Regional Manager is responsible for ensuring appropriate priority categories are being served, for maintaining the office Order of Selection waiting list and for verifying Information and Referral (I&R) is occurring. Cases will be transferred from a VR counselor's caseload to the office Order of Selection waiting list within ten (10) business days of the eligibility date.

The Regional Manager will verify Information and Referral sources have been documented prior to transferring the case to the office Order of Selection waitlist.

Transferring a Case from the Order of Selection Waiting List to a VR Counselor

Upon notification to initiate services for case on the Order of Selection waiting list for the specified priority category and application dates, the Regional Manager or designee must transfer cases from the Order of Selection office waiting list to a VR counselor within five (5) business days. The VR counselor is notified of the case transferred and is authorized to initiate services.

If a case is closed from the office Order of Selection waiting list, the case is automatically removed from the statewide Order of Selection list.

Initiating Services for Customers Referred from the Order of Selection Waiting List

IDVR will determine when it is appropriate to implement procedures to re-establish or maintain contact with customers while they are on the Order of Selection waiting list. Factors to consider are the length of time a customer has been on the list and the anticipated time before the customer's category will open.

Upon receipt of the case transferred from the Order of Selection waiting list, the VR staff takes the following steps:

1. To contact the customer and schedule an appointment.
2. If telephone contacts are unsuccessful a letter will be sent to initiate contact.
3. Reasonable and timely efforts to find updated phone numbers and addresses for the customer.
4. If the customer has not responded within forty (40) days from the date the letter was sent, VR staff will proceed with case closure.

VR counselors need to consider the communication needs of the customer, including the need for information in alternate formats when initiating contact by telephone or letter.

Steps to contact each customer are documented in the case management system narrative and filed in the case service record.

Exceptions for Reopening Closed Cases

A VR counselor may request the Regional Manager to get permission from the Chief of Field Services to reopen a case on an exception to policy basis if a customer contacts IDVR after his/her case is closed. If the customer's lack of response was a result of exceptional circumstances that prevented the customer from responding, the VR counselor should consult with his/her supervisor about an exception to policy to reopen the case.

Customers not ready to Proceed with IPE Development upon Referral from the Order of Selection Waiting List

If a VR counselor contacts a customer to initiate services and she/he is not ready to begin working with IDVR, the VR counselor needs to help the customer make an informed decision about how to proceed. If a customer does not wish to, or is unable to proceed with IPE development, IDVR will close the case and the customer must reapply. IDVR cannot 'hold' a spot on the waiting list nor can a customer be put back at the top of the list. The VR counselor needs to discuss the reasons the customer is not ready to proceed and whether a reasonable time frame can be agreed upon to resolve the issues.

14.5 Information and Referral (I & R)

When operating under Order of Selection, IDVR is required to offer Information and Referral (I&R) services to customers who cannot be served and must wait for services because of the Order of Selection.

IDVR must document and retain information about referrals to other Federal and State programs that provide employment-related services.

Information and Referral Requirements

Federal regulations establish minimum requirements under I&R as follows. IDVR must:

- A. Provide customers with accurate vocational rehabilitation information and guidance (which may include counseling and referral for job placement) to prepare for, get, or keep a job.
- B. Refer customers with disabilities to other Federal or State programs that are best suited to address their specific employment needs, including partners in the workforce investment system.
- C. Initiate a notice of referral identifying:
 - a. The name of the program to which the customer is referred;

- b. A contact person in that program; and
- c. Information about the most suitable services to assist the customer prepare for, get or keep a job.

14.6 Counseling and Guidance

To provide customers with accurate VR information and guidance, which may include counseling and referral for job placement, a VR counseling staff member talks to the customer about his/her need to prepare for, get or keep a job. The VR counseling staff member provides advice and guidance about how the customer might proceed, explains referral sources available, and offers to initiate a referral to another program, if appropriate. These interactions occur in the course of other activities, such as completing the application, intake, and eligibility determination.

For customers who choose not to apply for IDVR services because of the Order of Selection, a general guideline is to limit I&R services to one appointment. The VR counselor will NOT establish an on-going counseling relationship nor perform follow-up services regarding I&R.

Counseling and Guidance – Referrals

Each office will maintain a list of Federal and State programs with which IDVR has established a formal referral relationship. It is expected that the Idaho Department of Labor One-Stop Centers will be used extensively, but not exclusively, for the referral of customers who either choose not to apply or are on a waiting list to receive IDVR services. Other programs to be used in this capacity, as appropriate, include Tribal VR programs and other community programs. Because of limited resources in some areas and the unique needs of some customers with disabilities, there may not be an appropriate program available to every person.

Counseling and Guidance – Job Placement

VR counseling staff may provide brief counseling for job placement. If the customer intends to engage in independent, self-directed job search or related activities, the VR counseling staff member may provide brief counseling to assist the customer in this effort. Examples of counseling and referral for job placement may include, but are not limited to:

- A. A counseling session with the customer to discuss what efforts to find a job the customer has already tried and offering other job search strategies and suggestions.
- B. Reviewing and giving advice on a customer's resume.
- C. Discussing reasonable accommodation issues and strategies for approaching an employer.
- D. Discussing and providing the customer with access to the Internet or another resource.
- E. Sharing information about the local labor market.

14.7 Documenting a Formal Referral

All referrals to employment-related programs must be documented, including referrals for customers who have applied and are waiting for services. Each Regional Manager, or designee, will identify and maintain the list of regional referral sources that require a formal referral. Each time a customer is referred to one of the listed organizations, the VR staff member documents the referral in the case management system. Every case will have an entry in the case management system prior to transferring the case to the Order of Selection waiting list, or the case service record will document efforts to locate referral sources and the reason(s) a referral was not provided.

If a customer requests a referral, the VR staff member prepares and sends a written referral to the organization. In addition, the VR counseling staff member provides the customer being referred with the following:

- A. A copy of the written referral notifying the other federal or state program about the referral.
- B. The name of the person in that organization to be contacted by the customer being referred.
- C. Information about the most suitable services to prepare for, secure, retain, or regain employment.

Informal Referrals

VR counselors routinely provide information to applicants and eligible customers about a wide array of community assistance programs that may offer services or benefits to assist the customer meet a variety of needs (food or clothing banks, medical programs, counseling services, etc.). These types of referrals are considered informal referrals. IDVR staff are encouraged to continue providing customers with information about other programs that offer services to assist them in meeting a variety of needs.

14.8 Post Employment Services

Order of Selection does not impact or alter the provision of post-employment services. Post-employment services are considered an amendment of the IPE, and therefore, a customer who needs post-employment services is not required to meet the highest priority category currently being serviced under an Order of Selection nor is the customers required to wait for services.

If substantial services are needed, PES is not appropriate. A new application should be taken and would be subjected to Order of Selection.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Alcohol Permits - Issued 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 2012 Board meeting. Since that meeting, Board staff has received twenty-two (22) permits from Boise State University, eight (8) permits from Idaho State University, and seventeen (17) 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

Attachment 1 - List of Approved Permits by Institution

Page 3

BOARD ACTION

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY June 2012 – August 2012				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Warhorse Donor Reception	Morrison Center – Founder's Room		X	6/7/12
Dining-Out for Soldiers/Families of 321 st Engineer Battalion	Student Union Building (SUB) - Lookout Room		X	6/9/12
Business Acumen for Emerging Leaders	Stueckle Sky Center (SSC)		X	6/19/12
Thank You Event – Exergy Bike Tour	SSC		X	6/21/12
Rood/Bordewyk Wedding/Reception	SSC		X	6/30/12
SEG-AGU Hydrogeophysics Workshop	SUB - Lookout Room		X	7/8/12, 7/10/12
Celebration of Life Service for Richard	SSC		X	7/12/12
Holhaus/Jones Wedding	SSC		X	7/14/12
Kevin Hart / Comedy	Morrison Center		X	7/20/12
Boise HS Class of 1972 - 40 th Reunion	SSC		X	7/21/12
Boise YMCA Retirement Party	Simplot Ballroom		X	7/21/12
Silverback Superintendents Dinner	SSC		X	7/24/12
Mason/Nelson Wedding	SSC		X	7/28/12
Trey McIntyre Project / Invited Dress Rehearsal	Morrison Center		X	7/28/12
Hospice & Palliative Care Conf. Banquet	SUB		X	7/30/12
ID Healthcare Assoc. - Convention Fun Night	SSC		X	7/31/12
An Evening with Yanni	Morrison Center		X	8/1/12
Treasure Valley Battle Against MS	SSC		X	8/2/12
Griffith/Flower Wedding	SSC		X	8/4/12
Hooker/Steel Wedding	SSC		X	8/11/12
Capital Class of 1987 – 25 Year Reunion	Hatch Ballroom		X	8/11/12
Zach Abel Wedding	SSC		X	8/13/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY June 2012 – September 2012				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
SBOE CAES Dinner Tour	Center for Advanced Energy Studies (CAES)	X		6/20/12
Nancy Anthony Retirement	Alumni House, 921 S. 8 th , Pocatello, ID	X		7/20/12
SBOE Dinner	SPAC	X		8/15/12
IANS/IEEE Dinner Meeting	CAES	X		9/11/12
City Club of Idaho Falls Annual Dinner	Student Union Building (SUB) – Bennion		X	6/28/12
Champion/Taylor Wedding	Stephen's Performing Arts Center (SPAC) – Rotunda		X	6/30/12
Fowler/Craney Wedding Reception	SPAC		X	7/21/12
Klein/Guymon Wedding	SPAC		X	8/10/12

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012**

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO June 2012 – November 2012				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Carl Hunt Retirement Party	Litehouse Center – Kibbie Dome	X		6/1/12
Utility Executive Course (UEC) University Inn Orientation/Dinner	Best Western University Inn – Courtyard, 1516 Pullman Road, Moscow, ID 83843	X		6/10/12
UEC University Inn Reception/Dinner	Best Western University Inn – Silver Room, 1516 Pullman Road, Moscow, ID 83843	X		6/11/12
UEC Golf Scramble	Bogey's Grill	X		6/16/12
UEC Dinner Cruise	The Coeur d'Alene, Coeur d'Alene, ID	X		6/28/12
Enrollment Management Summer Retreat	Twin Larch	X		7/12/12
Grace Nixon Reception	Idaho Water Center	X		7/12/12
Corner Club Golf Tournament	UI Golf Course	X		7/15/12
Donor Recognition & Stewardship Dinner	President's Residence	X		7/16/12
Sustainable Housing Design Charette Dinner Reception	UI Campus – Commons Aurora Room	X		7/23/12
Alumni and Donor Event – McCall	McCall Outdoor Science School (MOSS)	X		7/27/12
Office of Admissions Recruitment Retreat	Twin Larch	X		8/1/12
Executive MBA University Inn Orientation/Dinner	Best Western University Inn – Silver Room, 1516 Pullman Road, Moscow, ID 83843	X		8/5/12
11 th Annual INBRE Research Conference	Best Western University Inn, 1516 Pullman Road, Moscow, ID 83843	X		8/6 – 8/8/12
EMBA Campus Week Bowling	Zeppoz, 780 Southeast Bishop Blvd., Pullman, WA 99163	X		8/7/12
College of Business & Economics - Faculty Retreat Reception	ALB 1 st Floor Gallery	X		8/16/12
University Gala - to recognize donors being inducted into new lifetime giving societies	Best Western University Inn – Convention Center, 1516 Pullman Road, Moscow, ID 83843	X		11/2/12

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 16, 2012

SUBJECT

Students Come First Reforms

APPLICABLE STATUTE, RULE, OR POLICY

Various Chapters, Title 33, Idaho Code

BACKGROUND/DISCUSSION

The Students Come First reform legislation was enacted in the 2011 legislative session in response to the budget cuts necessitated by the economic recession. The legislation sought to educate more students at a higher level with limited resources.

The final legislation addressed three main areas of K-12 education: Labor Relations, Teacher Pay and Modernization/Technology Upgrades.

The Board took a position in support of the reform efforts in February 2011.

IMPACT

The November 2012 ballot will include Propositions 1, 2 and 3 that ask voters to either support or reject the education reform laws, known as Students Come First, passed in the 2011 legislative session. If a majority of Idaho voters vote NO, the legislation would be repealed. This would require significant time and effort on the part of the State Department of Education and the Board to assess changes needed to reform efforts currently in process. While the fiscal impact of repeal has not been definitively estimated, it would potentially require reallocation of the \$38.8 million for pay-for-performance, the \$13.6 million for technology, and the \$2.6 million for laptops and maintenance that was appropriated for Fiscal Year 2013 as part of the reform efforts.

STAFF COMMENTS AND RECOMMENDATIONS

The Students Come First laws have provided the means for Idaho schools to reward good teachers based on performance, leadership and taking hard to fill position. The laws have also provided the means to create a 21st century learning environment through technology upgrades and access to tools, resources and information students need to be successful. In addition, the laws have created transparency by providing greater access to information on student achievement and financial matters in schools and districts.

Repeal of the Students Come First legislation would create uncertainty for the state's K-12 education system.

BOARD ACTION

I move to reaffirm the Board's support of Students Come First.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	PROPOSED RULE- IDAPA 08.02.02.004 TO THE IDAHO STANDARDS FOR INITIAL CERTIFICATION OF PROFESSIONAL SCHOOL PERSONNEL AND PROPOSED ADOPTION OF TEACHER LEADER STANDARDS	Motion to Approve
3	PROPOSED RULE – IDAPA 08.02.02.016, 021, .022, .023, .024, .029 - RULES GOVERNING UNIFORMITY	Motion to Approve
4	PROPOSED RULE – IDAPA 08.02.02.120, .121 ESEA WAIVER - EDUCATOR EVALUATIONS	Motion to Approve
5	PROPOSED RULE – IDAPA 08.02.03.004 – ADOPTION OF 2012 WIDA STANDARDS FOR LIMITED ENGLISH PROFICIENT STUDENTS, INCORPORATION BY REFERENCE	Motion to Approve
6	PROPOSED RULE – IDAPA 08.02.03.008 RULES GOVERNING THOROUGHNESS – DEFINITIONS H-S	Motion to Approve
7	ESEA FLEXIBILITY WAIVER	Motion to Approve

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STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

SUBJECT

Superintendent of Public Instruction Update to the State Board of Education

BACKGROUND/DISCUSSION

Roger Quarles, former Superintendent of the Caldwell School District and now with Boise State University, will be making a presentation on The Idaho Leads Project.

BOARD ACTION

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

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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SUBJECT

Proposed Rule - IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation by Reference.

Proposed Rule Revision to the Idaho Standards for Initial Certification of Professional School Personnel including Idaho Foundation and Enhancement Standards for the Core Teacher Standards, Bilingual Education/English as a New Language Teachers, Foreign Language Teachers, Professional Technical Education Teachers, and Teacher Leader Standards.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

Standards Revisions

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 spring 2012 the Core Teacher standards, Bilingual/English as a New Language Teacher standards, Foreign Language Teacher standards and Professional Technical Education Teacher standards were reviewed by committees of content experts. The Professional Technical Education Standards review also included the following enhancement standards: Agriculture Science and Technology, Business Technology Education, Family and Consumer Sciences, Marketing Technology Education, and Technology Education. All standards and endorsements 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 approval of the committees' proposed revisions.

Teacher Leader Standards Adoption

The quality of the teacher in the classroom is the most important factor in a student's academic success. The Idaho Department of Education is focusing on building great teachers and leaders through certification requirements as well as pre-service training, professional development, statewide pay-for-performance, and improved performance evaluations in our pursuit of a systemic approach to educator effectiveness.

As part of this effort, the Professional Standards Commission has recommended the adoption of Teacher Leader Standards for Idaho. The recommended standards are grounded in the national work of the Teacher Leadership Exploratory Consortium. The Consortium is made up of a variety of education stakeholders, including union representatives, teachers, school administrators, policy organizations, such as the Council of Chief State School Officers (CCSSO), and leaders in higher education.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.02.04.01, Rules Governing Uniformity

Page 3

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Attachment 2 – Proposed Revisions to the Idaho Standards for Initial Certification
of Professional School Personnel. Page 5

BOARD ACTION

I move to approve the proposed rule change to IDAPA 08.02.02.04.01, Rules Governing Uniformity, Incorporation By Reference.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the proposed revisions to the Idaho Foundation and Enhancement Standards for: Idaho Core Teacher Standards, Bilingual Education/ English as a New Language Teachers, Foreign Language Teachers, Professional Technical Education Teachers, and Teacher Leader Standards as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

004. INCORPORATION BY REFERENCE.

The State Board of Education adopts and incorporates by reference into its rules:

(5-8-09)

01. Idaho Standards for the Initial Certification of Professional School Personnel as approved on ~~November 17, 2010~~ August 16, 2012. Copies of this document can be found on the Office of the State Board of Education website at www.boardofed.idaho.gov.

(4-7-11)

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**IDAHO STANDARDS FOR INITIAL CERTIFICATION OF
PROFESSIONAL SCHOOL PERSONNEL**



Idaho State Board of Education

Idaho State Department of Education

**IDAHO STANDARDS FOR INITIAL CERTIFICATION OF
PROFESSIONAL SCHOOL PERSONNEL**



Idaho State Board of Education

Idaho State Department of Education

April 7, 2011-2013
(Legislative Approval Date)

July 1, 2013-2015
(Date for Teacher Preparation Program Approval Accountability)

(Revised May 2011)

**Standards for Initial Certification of Professional School Personnel
Table of Contents**



Content	Page Number
Summary & Background Information	1

Standards Area	Page #	Standards Area	Page #
Core Teacher Standards	6	Science	133
Bilingual Education	34	-Biology	138
Communication Arts	44	-Chemistry	141
-Journalism	46	-Earth/Space Science	145
-Speech & Debate	49	-Natural Science	148
Early Childhood/ Blended	52	-Physical Science	149
Elementary Education	59	-Physics	150
English Language Arts	63	Social Studies	152
Foreign Language	42	-Economics	155
Gifted & Talented	72	-Geography	157
Health	77	-Government/Civics	159
Library Science	81	- History	161
Mathematics	86	-Social Studies	164
Online Teacher	91	Special Education Generalist	165
Physical Education	97	-Blind & Visually Impaired	172
Pre-Service Technology	102	-Deaf & Hard of Hearing	177
Professional-Technical	109	Teacher Leader Standards	182
- Agriculture Science & Technology	115	Visual/Performing Arts	186
- Business Technology	118	- Drama	190
- Family & Consumer Sciences	120	- Music	193
- Marketing Technology	124	- Visual Arts	196
- Technology Education	126	World Language	199
Reading	128		

Pupil Personnel Standards (non-teaching)	Page #
School Administrators	207
-School Superintendents	214
-Special Education Directors	216
School Counselors	219
School Nurses	228
School Psychologists	232
School Social Workers	241

**Idaho Standards for Initial Certification of
Professional School Personnel
Summary & Background**

Overview of the past standards

The ~~past~~ early standards for initial certification in Idaho were based on the 1989 National Association of State Directors of Teacher Education and Certification (NASDTEC) standards. These ~~old~~ standards were "input-based", meaning a candidate was recommended for initial certification based on credits and content of courses successfully completed (transcript review).

Example - Past (input-based) Standard Format, Biological Science:

Twenty (20) semester credit hours to include at least six (6) credit hours of course work in EACH of the following areas: Botany and Zoology (some course work in physiology is also recommended).

The standards were seriously outdated, and Idaho was in danger of losing its partnership with the National Council for Accreditation of Teacher Education (NCATE), which is the nationally recognized teacher education program accreditation body. In addition to being a benchmark for program quality, NCATE partnership helps Idaho program graduates gain certification reciprocity opportunities with other states.

In 2000 Idaho adopted new standards ~~are~~ based on the Interstate New Teacher Assessment and Support Consortium (InTASC) model. These standards reflect a move to "performance-based" standards, meaning a candidate is recommended for initial certification based on the demonstration of what they know and are able to do.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views 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.

Each proposed standard is broken down into two areas:

- Knowledge (what the candidate needs to know)
- Performance (what the candidate is able to do).

The performance, therefore, is the demonstration of the knowledge and dispositions of a standard. As the demonstration of a standard, the performances will also guide a teacher-education program review team when evaluating for program accreditation.

Example - Current (performance-based) Standard Format, Physical Education:

Knowledge:

1. The [physical education] teacher *understands* the components of physical fitness and their relationship to a healthy lifestyle.

Performance:

1. The [physical education] teacher models a variety of physical activities (e.g. aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).

Core Teacher Standards

The "Idaho Core Teacher Standards" apply to ALL teacher certification areas. These are the 10 basic standards all teachers must know and be able to do, regardless of their specific content areas. These standards are described in more detail with knowledge and performances in the first section of this packet. The summary of each standard is:

~~Standard #1: Knowledge of Subject Matter – The teacher understands the central concepts, tools of inquiry, and structures of the content area(s) taught and creates learning experiences that make these aspects of subject matter meaningful for learners.~~

~~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: Adapting Instruction for Individual Needs – The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.~~

~~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.~~

~~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 inquiry, collaboration, and supportive interaction in and beyond the classroom.~~

~~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.~~

~~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.~~

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Standard #1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Standard #2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Standard #3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Standard #4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Standard #5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Standard #6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Standard #7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Standard #8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Standard #9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Standard #10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Foundation and Enhancement Standards

The Core Teacher Standards apply to **ALL** teacher certification areas. The Foundations and/or Enhancements for each content certification area are behind the Core Standards in this manual, alphabetically.

Foundation and Enhancement Standards refer to additional knowledge and performances a teacher must know in order to teach a certain content area. The Foundation and Enhancement Standards, therefore, further "enhance" the Core Standard.

Example of content area Enhancements:

Standard #1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the content area(s) taught and creates learning experiences that make these aspects of subject matter meaningful for learners.

In other words, Core Standard #1 basically states that the teacher must know the subject and how to create meaningful learning experiences.

Examples an Enhancement to Standard #1:

For Language Arts: The teacher integrates reading, writing, speaking, listening, viewing, and language study.

For Math: The teacher applies the process of measurement to two-and three-dimensional objects using customary and metric units.

In this way, the Idaho Core Teacher Standards, Foundation Standards and Enhancement Standards are "layered" to describe what a teacher in the content area must know and be able to do in order to be recommended to the state for initial certification.

Important enhancements for several content areas do not fall under the ten Core Teacher Standards. For example, a science teacher must provide a safe learning environment in relation to labs, materials, equipment, and procedures. This does not fall under an area that **every** teacher needs to know. Therefore, it is Standard # 11 under Science. (See the graph for further illustration and titles of additional standards in subject areas.)

In no case are there more than 12 overall standards for any subject area.

Pupil Personnel and Administrator Certification Standards

There are several certification standards for pupil personnel professionals and school administrators that are also addressed through the Idaho teacher certification processes.

- School Administrators
- School Counselors
- School Nurses
- School Psychologists
- School Social Workers

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Because of the unique role of these professionals, their standards are independent of the Core Standards but are still written in the same performance-based format: Knowledge and Performances.

The process of Idaho standards development and maintenance

These move to InTASC based standards was developed in 1999 and 2000 with task groups from around the state composed of a variety of Idaho education stakeholders including teachers, higher education representatives, parents, school administrators, business people, and others.

Each task group averaged 5-10 people, for a total of over 250 participants statewide.

Members of the Idaho's MOST Standards Committee formed by the State Board of Education and standards-writing Task Groups together have dedicated a total of over 4,000 volunteer hours on development of these standards.

The Professional Standards Commission (PSC) reviews/revises 20% of the standards per year. The review process involves teams of content area experts from higher education and K-12 schools. The standards are then reviewed by the PSC and presented to the Idaho State Board of Education for approval. Once approved, they are reviewed by the State Legislature and become an incorporated by reference document in State Board Rule.

In 2012 a committee of education experts was convened to review and revise the Core Teacher Standards. After thoughtful consideration, the committee recommended adopting the newly revised (April 2011) InTASC standards as published. No substantive changes were recommended by the committee. The committee did recommend a formatting change to the ten InTASC Core Teacher standards to match the rest of the existing Idaho Standards for Initial Certification of Professional School Personnel.

Idaho Core Teacher Standards

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 Core 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 the candidate views 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 the Idaho Student Achievement Standards in his/her discipline(s).~~
- ~~2. The teacher understands the role of the discipline in preparing students for the global community of the future.~~
- ~~3. The teacher understands concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the discipline taught.~~
- ~~4. The teacher understands the relationship of disciplinary knowledge to other subject areas and to real-life situations.~~
- ~~5. The teacher understands the relationship between the discipline and basic technology operations and concepts.~~

~~**Performance**~~

- ~~1. The teacher utilizes the Idaho Student Achievement Standards to identify appropriate content.~~
- ~~2. The teacher presents information that is accurate and relevant.~~
- ~~3. The teacher effectively links discipline concepts to students’ prior learning and makes connections to everyday life and the global community.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~4. The teacher presents differing viewpoints, theories, ways of knowing, and methods of inquiry in his or her teaching of subject matter.~~
- ~~5. The teacher evaluates teaching resources and curriculum materials for their accuracy, comprehensiveness, and usefulness for representing particular ideas and concepts.~~
- ~~6. The teacher engages students in generating knowledge and testing hypotheses according to the methods of inquiry and standards of evidence used in the discipline.~~
- ~~7. The teacher develops and uses curricula that encourage students to recognize, question, and interpret ideas from diverse perspectives.~~
- ~~8. The teacher creates and implements interdisciplinary learning opportunities that allow students to integrate knowledge, skills, and methods of inquiry.~~
- ~~9. The teacher integrates content representing a diversity of cultures, ethnic backgrounds, family lifestyles, and disabilities.~~
- ~~10. The teacher models new technologies and integrates them into instruction.~~

~~***Standard 2: Knowledge of Human Development and Learning—The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.***~~

~~**Knowledge**~~

- ~~1. The teacher understands multiple perspectives on how learning occurs.~~
- ~~2. The teacher understands that students' physical, social, emotional, moral, and cognitive development influence learning and instructional decisions.~~
- ~~3. The teacher knows progressions and ranges of individual variation within physical, social, emotional, moral, and intellectual development and their interrelationships.~~
- ~~4. The teacher understands how students' conceptual frameworks and misconceptions regarding an area of knowledge can influence their learning.~~

~~**Performance**~~

- ~~1. The teacher assesses individual and group performance in order to design instruction that meets all students' needs.~~
- ~~2. The teacher stimulates student reflection and teaches students to evaluate and be responsible for their own learning.~~
- ~~3. The teacher identifies levels of readiness in learning and designs lessons that are developmentally appropriate.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~4. The teacher creates a positive learning environment that supports students' self-confidence and competence across all developmental areas.~~

~~**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 and knows how to identify differences in approaches to learning and performance and how to design instruction that considers students' strengths and needs as a basis for growth.~~
- ~~2. The teacher knows about areas of exceptionality (e.g., learning disabilities, visual and perceptual difficulties, emotional and behavioral problems, physical and cognitive delays, and giftedness).~~
- ~~3. The teacher knows strategies to support the learning of students whose first language is not English.~~
- ~~4. The teacher understands how students' learning is influenced by individual experiences, and prior learning as well as by language, culture, family and community values, and socioeconomic background.~~

~~**Performance**~~

- ~~1. The teacher identifies and designs instruction appropriate to students' stages of development, strengths, needs, and cultural backgrounds.~~
- ~~2. The teacher makes modifications to lessons for individual students who have particular learning differences or needs.~~
- ~~3. The teacher accesses appropriate services or resources to meet students' needs.~~
- ~~4. The teacher uses information about students' families, cultures, and communities as a basis for connecting instruction to students' experiences.~~
- ~~5. The teacher creates a learning community in which individual differences are respected.~~
- ~~6. The teacher persists in helping all students achieve success.~~

~~**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 instructional strategies impact processes associated with various kinds of learning.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~2. The teacher understands the techniques and applications of various instructional strategies (e.g., cooperative learning, direct instruction, discovery learning, whole group discussion, independent study, interdisciplinary instruction, manipulatives, and sheltered English).~~
- ~~3. The teacher knows how to enhance learning through the use of a wide variety of materials, human resources, and technology.~~

Performance

- ~~1. The teacher evaluates methods for achieving learning goals and chooses various teaching strategies, materials, and technologies to meet instructional purposes and student needs.~~
- ~~2. The teacher uses multiple teaching and learning strategies to engage students in learning.~~
- ~~3. The teacher uses a variety of instructional tools and resources (e.g., computers, audio-visual technologies, new technologies, local experts, primary documents and artifacts, texts, reference books, literature, and other print documents).~~

~~**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 principles of effective classroom management (e.g., strategies that promote positive relationships, cooperation, conflict resolution, and purposeful learning).~~
- ~~2. The teacher understands the principles of motivation, both extrinsic and intrinsic, and human behavior.~~
- ~~3. The teacher recognizes factors and situations that are likely to promote or diminish intrinsic motivation and knows how to help students become self-motivated.~~
- ~~4. The teacher knows the components of an effective classroom management plan.~~
- ~~5. The teacher understands how social groups function and influence individuals, and how individuals influence groups.~~
- ~~6. The teacher understands how participation, structure, and leadership promote democratic values in the classroom.~~
- ~~7. The teacher understands the relationship between classroom management, school district policies, and building rules and procedures governing student behavior.~~

Performance

- ~~1. The teacher establishes a positive and safe climate in the classroom and participates in maintaining a healthy environment in the school as a whole.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~2. The teacher designs and implements a classroom management plan that maximizes class productivity by organizing, allocating, and managing the resources of time, space, and activities and by clearly communicating curriculum goals and objectives.~~
- ~~3. The teacher utilizes a classroom management plan consistent with school district policies and building rules and procedures governing student behavior.~~
- ~~4. The teacher creates a learning community in which students assume responsibility for themselves and one another, participate in decision-making, work collaboratively and independently, resolve conflicts, and engage in purposeful learning activities.~~
- ~~5. The teacher organizes, prepares students for, and monitors independent and group work that allows for the full and varied participation of all individuals.~~
- ~~6. The teacher engages students in individual and cooperative learning activities that help them develop the motivation to achieve (e.g., relating lessons to real life situations, allowing students to have choices in their learning, and leading students to ask questions and pursue problems that are meaningful to them).~~
- ~~7. The teacher analyzes the classroom environment, making adjustments to enhance social relationships, student self motivation and engagement, and productive work.~~

~~**Standard 6: Communication Skills—The teacher uses a variety of communication techniques to foster learning and communication skills.**~~

Knowledge

- ~~1. The teacher understands communication theory and the role of language in learning.~~
- ~~2. The teacher understands the communication needs of diverse learners.~~
- ~~3. The teacher knows how to use a variety of communication tools (e.g., audio-visual technology, computers, and the Internet) to support and enrich learning opportunities.~~
- ~~4. The teacher understands strategies for promoting student communication skills.~~

Performance

- ~~1. The teacher is a thoughtful and responsive listener.~~
- ~~2. The teacher adjusts communication so that it is age and individually appropriate.~~
- ~~3. The teacher models effective communication strategies in conveying ideas and information and in asking questions to stimulate discussion and promote higher order thinking.~~
- ~~4. The teacher supports and expands student skills in speaking, writing, reading, and listening, and in using other mediums.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~5. The teacher demonstrates the ability to communicate effectively orally and in writing.~~
- ~~6. The teacher adjusts communication in response to cultural differences (e.g., appropriate use of eye contact and interpretation of body language).~~
- ~~7. The teacher uses a variety of communication tools (e.g., audio-visual technologies, computers, and the Internet) to support and enrich learning opportunities.~~

~~**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 how to apply knowledge about subject matter, learning theory, instructional strategies, curriculum development, and child and adolescent development to meet curriculum goals.~~
- ~~2. The teacher knows how to take into account such elements as instructional materials; individual student interests, needs, and aptitudes; and community resources in planning instruction that creates an effective bridge between curriculum goals and student learning.~~
- ~~3. The teacher knows when and how to adjust plans to maximize student learning.~~
- ~~4. The teacher understands how curriculum alignment across grade levels and disciplines maximizes learning.~~

~~**Performance**~~

- ~~1. The teacher, as an individual and a member of a team, selects and creates learning experiences that are appropriate for curriculum goals, relevant to students, and based on principles of effective instruction and performance modes.~~
- ~~2. The teacher creates short-range and long-range instructional plans, lessons, and activities that are differentiated to meet the developmental and individual needs of diverse students.~~
- ~~3. The teacher responds to unanticipated sources of input by adjusting plans to promote and capitalize on student performance and motivation.~~
- ~~4. The teacher establishes student assessments that align with curriculum goals and objectives.~~
- ~~5. The teacher develops instructional plans based on student assessment and performance data.~~
- ~~6. The teacher integrates multiple perspectives into instructional planning with attention to students' personal, family, and community experiences and cultural norms.~~
- ~~7. The teacher uses information from students, parents, colleagues, and school records to assist in planning instruction to meet individual student needs.~~

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

~~*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 the purposes of formative and summative assessment and evaluation.~~
- ~~2. The teacher knows how to use multiple strategies to assess individual student progress.~~
- ~~3. The teacher understands the characteristics, design, purposes, advantages, and limitations of different types of assessment strategies.~~
- ~~4. The teacher knows how to use assessments in designing and modifying instruction.~~
- ~~5. The teacher knows how to select, construct, and use assessment strategies and instruments appropriate to students and their learning outcomes (e.g., Direct Writing and Math Assessments, end of course assessments, ISAT).~~
- ~~6. The teacher understands measurement theory and assessment related concepts such as validity, reliability, bias, and scoring.~~
- ~~7. The teacher knows how to communicate assessment information and results to students, parents, colleagues, and others.~~
- ~~8. The teacher knows how to apply technology to facilitate effective assessment and evaluation strategies.~~

Performance

- ~~1. The teacher selects, constructs, and uses a variety of formal and informal assessment techniques (e.g., observation, portfolios of student work, teacher made tests, performance tasks, projects, student self-assessment, peer assessment, standardized tests, and tests written in primary language) to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.~~
- ~~2. The teacher uses multiple assessment strategies to measure students' current level of performance in relation to curriculum goals and objectives.~~
- ~~3. The teacher evaluates the effect of instruction on individuals and the class as a whole using a variety of assessment strategies.~~
- ~~4. The teacher appropriately uses assessment strategies to allow students to become aware of their strengths and needs and to encourage them to set personal goals for learning.~~
- ~~5. The teacher monitors student assessment data and adjusts instruction accordingly.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~6. The teacher maintains records of student work and performance, and communicates student progress to students, parents, colleagues, and others.~~
- ~~7. The teacher utilizes technology to facilitate a variety of effective assessment and evaluation strategies.~~

~~***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 Code of Ethics for Idaho Professional Educators.~~
- ~~2. The teacher knows a variety of self-assessment strategies for reflecting on the practice of teaching.~~
- ~~3. The teacher is aware of the personal biases that affect teaching and know the importance of presenting issues with objectivity, fairness, and respect.~~
- ~~4. The teacher knows where to find and how to access professional resources on teaching and subject matter.~~
- ~~5. The teacher understands the need for professional activity and collaboration beyond the school.~~
- ~~6. The teacher knows about professional organizations within education and his or her discipline.~~
- ~~7. The teacher understands the dynamics of change and recognizes that the field of education is not static.~~
- ~~8. The teacher knows how to use technology to enhance productivity and professionalism.~~

Performance

- ~~1. The teacher practices behavior congruent with The Code of Ethics for Idaho Professional Educators.~~
- ~~2. The teacher adheres to local, state, and federal laws.~~
- ~~3. The teacher uses a variety of sources for evaluating his/her teaching (e.g., classroom observation, student achievement data, information from parents and students, and research).~~
- ~~4. The teacher uses self-reflection as a means of improving instruction.~~
- ~~5. The teacher participates in meaningful professional development opportunities in order to~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

~~learn current, effective teaching practices.~~

- ~~6. The teacher stays abreast of professional literature, consults colleagues, and seeks other resources to support development as both a learner and a teacher.~~
- ~~7. The teacher engages in professional discourse about subject matter knowledge and pedagogy.~~
- ~~8. The teacher uses technology to enhance productivity and professionalism.~~

~~**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 the relationships between schools, families, and the community and how such relationships foster student learning.~~
- ~~2. The teacher knows the structure and the historical and political context of local, state, and national educational systems and the role of education in society.~~
- ~~3. The teacher knows that factors other than the formal education system (e.g., socioeconomic status, culture, and family) influence students’ lives and learning.~~
- ~~4. The teacher knows how to plan for the effective use of professionals, paraprofessionals, volunteers, and peer tutors.~~
- ~~5. The teacher understands laws related to students’ rights and teachers’ responsibilities.~~
- ~~6. The teacher knows how to respond respectfully to a parent, community members, or another educator in conflict situations.~~
- ~~7. The teacher understands the importance of interacting in a professional manner in curricular and extracurricular settings.~~
- ~~8. The teacher knows signs of emotional distress, child abuse, substance abuse, and neglect in students and how to follow the procedures to report known or suspected abuse or neglect to the appropriate authorities.~~
- ~~9. The teacher understands the social, ethical, legal, and human issues surrounding the use of technology in schools.~~

Performance

- ~~1. The teacher uses information about students and links with community resources to meet student needs.~~
- ~~2. The teacher actively seeks to develop productive, cooperative, and collaborative partnerships~~

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

~~with parents/guardians in support of student learning and well-being.~~

- ~~3. The teacher effectively uses professionals, paraprofessionals, volunteers, and peer tutors to promote student learning.~~
- ~~4. The teacher respects the privacy of students and the confidentiality of information.~~
- ~~5. The teacher works with colleagues, other professionals, parents, and volunteers to improve the overall school learning environment for students.~~
- ~~6. The teacher develops rapport with students (e.g., talks with and listens to students and is sensitive and responsive to clues of distress).~~
- ~~7. The teacher acts as an advocate for students.~~
- ~~8. The teacher applies an understanding of the social, ethical, legal, and human issues surrounding the use of technology in schools.~~

Core Teaching Standards

The standards have been grouped into four general categories to help users organize their thinking about the standards: The Learner and Learning, Content, Instructional Practice, and Professional Responsibility. This language has been adopted verbatim from the April 2011 InTASC Model Core Teaching Standards.

The Learner and Learning

Teaching begins with the learner. To ensure that each student learns new knowledge and skills, teachers must understand that learning and developmental patterns vary among individuals, that learners bring unique individual differences to the learning process, and that learners need supportive and safe learning environments to thrive. Effective teachers have high expectations for each and every learner and implement developmentally appropriate, challenging learning experiences within a variety of learning environments that help all learners meet high standards and reach their full potential. Teachers do this by combining a base of professional knowledge, including an understanding of how cognitive, linguistic, social, emotional, and physical development occurs, with the recognition that learners are individuals who bring differing personal and family backgrounds, skills, abilities, perspectives, talents and interests. Teachers collaborate with learners, colleagues, school leaders, families, members of the learners' communities, and community organizations to better understand their students and maximize their learning. Teachers promote learners' acceptance of responsibility for their own learning and collaborate with them to ensure the effective design and implementation of both self-directed and collaborative learning.

Standard #1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.

Knowledge

1. The teacher understands how learning occurs--how learners construct knowledge, acquire skills, and develop disciplined thinking processes--and knows how to use instructional strategies that promote student learning.
2. The teacher understands that each learner's cognitive, linguistic, social, emotional, and physical development influences learning and knows how to make instructional decisions that build on learners' strengths and needs.
3. The teacher identifies readiness for learning, and understands how development in any one area may affect performance in others.
4. The teacher understands the role of language and culture in learning and knows how to modify instruction to make language comprehensible and instruction relevant, accessible, and challenging.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Performance

1. The teacher regularly assesses individual and group performance in order to design and modify instruction to meet learners' needs in each area of development (cognitive, linguistic, social, emotional, and physical) and scaffolds the next level of development.
2. The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, and needs and that enables each learner to advance and accelerate his/her learning.
3. The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development.

Disposition

1. The teacher respects learners' differing strengths and needs and is committed to using this information to further each learner's development.
2. The teacher is committed to using learners' strengths as a basis for growth, and their misconceptions as opportunities for learning.
3. The teacher takes responsibility for promoting learners' growth and development.
4. The teacher values the input and contributions of families, colleagues, and other professionals in understanding and supporting each learner's development.

Standard #2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

Knowledge

1. The teacher understands and identifies differences in approaches to learning and performance and knows how to design instruction that uses each learner's strengths to promote growth.
2. The teacher understands students with exceptional needs, including those associated with disabilities and giftedness, and knows how to use strategies and resources to address these needs.
3. The teacher knows about second language acquisition processes and knows how to incorporate instructional strategies and resources to support language acquisition.
4. The teacher understands that learners bring assets for learning based on their individual experiences, abilities, talents, prior learning, and peer and social group interactions, as well as language, culture, family, and community values.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. The teacher knows how to access information about the values of diverse cultures and communities and how to incorporate learners' experiences, cultures, and community resources into instruction.

Performance

1. The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways.
2. The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, and response modes) for individual students with particular learning differences or needs.
3. The teacher designs instruction to build on learners' prior knowledge and experiences, allowing learners to accelerate as they demonstrate their understandings.
4. The teacher brings multiple perspectives to the discussion of content, including attention to learners' personal, family, and community experiences and cultural norms.
5. The teacher incorporates tools of language development into planning and instruction, including strategies for making content accessible to English language learners and for evaluating and supporting their development of English proficiency.
6. The teacher accesses resources, supports, and specialized assistance and services to meet particular learning differences or needs.

Disposition

1. The teacher believes that all learners can achieve at high levels and persists in helping each learner reach his/her full potential.
2. The teacher respects learners as individuals with differing personal and family backgrounds and various skills, abilities, perspectives, talents, and interests.
3. The teacher makes learners feel valued and helps them learn to value each other.
4. The teacher values diverse languages and dialects and seeks to integrate them into his/her instructional practice to engage students in learning.

Standard #3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Knowledge

1. The teacher understands the relationship between motivation and engagement and knows how to design learning experiences using strategies that build learner self-direction and ownership of learning.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher knows how to help learners work productively and cooperatively with each other to achieve learning goals.
3. The teacher knows how to collaborate with learners to establish and monitor elements of a safe and productive learning environment including norms, expectations, routines, and organizational structures.
4. The teacher understands how learner diversity can affect communication and knows how to communicate effectively in differing environments.
5. The teacher knows how to use technologies and how to guide learners to apply them in appropriate, safe, and effective ways.

Performance

1. The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, and inquiry.
2. The teacher develops learning experiences that engage learners in collaborative and self-directed learning and that extend learner interaction with ideas and people locally and globally.
3. The teacher collaborates with learners and colleagues to develop shared values and expectations for respectful interactions, rigorous academic discussions, and individual and group responsibility for quality work.
4. The teacher manages the learning environment to actively and equitably engage learners by organizing, allocating, and coordinating the resources of time, space, and learners' attention.
5. The teacher uses a variety of methods to engage learners in evaluating the learning environment and collaborates with learners to make appropriate adjustments.
6. The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment.
7. The teacher promotes responsible learner use of interactive technologies to extend the possibilities for learning locally and globally.
8. The teacher intentionally builds learner capacity to collaborate in face-to-face and virtual environments through applying effective interpersonal communication skills.

Disposition

1. The teacher is committed to working with learners, colleagues, families, and communities to establish positive and supportive learning environments.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher values the role of learners in promoting each other's learning and recognizes the importance of peer relationships in establishing a climate of learning.
3. The teacher is committed to supporting learners as they participate in decision making, engage in exploration and invention, work collaboratively and independently, and engage in purposeful learning.
4. The teacher seeks to foster respectful communication among all members of the learning community.
5. The teacher is a thoughtful and responsive listener and observer.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Content

Teachers must have a deep and flexible understanding of their content areas and be able to draw upon content knowledge as they work with learners to access information, apply knowledge in real world settings, and address meaningful issues to assure learner mastery of the content. Today's teachers make content knowledge accessible to learners by using multiple means of communication, including digital media and information technology. They integrate cross-disciplinary skills (e.g., critical thinking, problem solving, creativity, communication) to help learners use content to propose solutions, forge new understandings, solve problems, and imagine possibilities. Finally, teachers make content knowledge relevant to learners by connecting it to local, state, national, and global issues.

Standard #4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.

Knowledge

1. The teacher understands major concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the discipline(s) s/he teaches.
2. The teacher understands common misconceptions in learning the discipline and how to guide learners to accurate conceptual understanding.
3. The teacher knows and uses the academic language of the discipline and knows how to make it accessible to learners.
4. The teacher knows how to integrate culturally relevant content to build on learners' background knowledge.
5. The teacher has a deep knowledge of student content standards and learning progressions in the discipline(s) s/he teaches.

Performance

1. The teacher effectively uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of content standards.
2. The teacher engages students in learning experiences in the discipline(s) that encourage learners to understand, question, and analyze ideas from diverse perspectives so that they master the content.
3. The teacher engages learners in applying methods of inquiry and standards of evidence used in the discipline.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

4. The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences.
5. The teacher recognizes learner misconceptions in a discipline that interfere with learning, and creates experiences to build accurate conceptual understanding.
6. The teacher evaluates and modifies instructional resources and curriculum materials for their comprehensiveness, accuracy for representing particular concepts in the discipline, and appropriateness for his/ her learners.
7. The teacher uses supplementary resources and technologies effectively to ensure accessibility and relevance for all learners.
8. The teacher creates opportunities for students to learn, practice, and master academic language in their content.
9. The teacher accesses school and/or district-based resources to evaluate the learner's content knowledge in their primary language.

Disposition

1. The teacher realizes that content knowledge is not a fixed body of facts but is complex, culturally situated, and ever evolving. S/he keeps abreast of new ideas and understandings in the field.
2. The teacher appreciates multiple perspectives within the discipline and facilitates learners' critical analysis of these perspectives.
3. The teacher recognizes the potential of bias in his/her representation of the discipline and seeks to appropriately address problems of bias.
4. The teacher is committed to work toward each learner's mastery of disciplinary content and skills.

Standard #5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Knowledge

1. The teacher understands the ways of knowing in his/her discipline, how it relates to other disciplinary approaches to inquiry, and the strengths and limitations of each approach in addressing problems, issues, and concerns.
2. The teacher understands how current interdisciplinary themes (e.g., civic literacy, health literacy, global awareness) connect to the core subjects and knows how to weave those themes into meaningful learning experiences.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The teacher understands the demands of accessing and managing information as well as how to evaluate issues of ethics and quality related to information and its use.
4. The teacher understands how to use digital and interactive technologies for efficiently and effectively achieving specific learning goals.
5. The teacher understands critical thinking processes and knows how to help learners develop high level questioning skills to promote their independent learning.
6. The teacher understands communication modes and skills as vehicles for learning (e.g., information gathering and processing) across disciplines as well as vehicles for expressing learning.
7. The teacher understands creative thinking processes and how to engage learners in producing original work.
8. The teacher knows where and how to access resources to build global awareness and understanding, and how to integrate them into the curriculum.

Performance

1. The teacher develops and implements projects that guide learners in analyzing the complexities of an issue or question using perspectives from varied disciplines and cross-disciplinary skills (e.g., a water quality study that draws upon biology and chemistry to look at factual information and social studies to examine policy implications).
2. The teacher engages learners in applying content knowledge to real world problems through the lens of interdisciplinary themes (e.g., financial literacy, environmental literacy).
3. The teacher facilitates learners' use of current tools and resources to maximize content learning in varied contexts.
4. The teacher engages learners in questioning and challenging assumptions and approaches in order to foster innovation and problem solving in local and global contexts.
5. The teacher develops learners' communication skills in disciplinary and interdisciplinary contexts by creating meaningful opportunities to employ a variety of forms of communication that address varied audiences and purposes.
6. The teacher engages learners in generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work.
7. The teacher facilitates learners' ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

8. The teacher develops and implements supports for learner literacy development across content areas.

Disposition

1. The teacher is constantly exploring how to use disciplinary knowledge as a lens to address local and global issues.
2. The teacher values knowledge outside his/her own content area and how such knowledge enhances student learning.
3. The teacher values flexible learning environments that encourage learner exploration, discovery, and expression across content areas.

Instructional Practice

Effective instructional practice requires that teachers understand and integrate assessment, planning, and instructional strategies in coordinated and engaging ways. Beginning with their end or goal, teachers first identify student learning objectives and content standards and align assessments to those objectives. Teachers understand how to design, implement and interpret results from a range of formative and summative assessments. This knowledge is integrated into instructional practice so that teachers have access to information that can be used to provide immediate feedback to reinforce student learning and to modify instruction. Planning focuses on using a variety of appropriate and targeted instructional strategies to address diverse ways of learning, to incorporate new technologies to maximize and individualize learning, and to allow learners to take charge of their own learning and do it in creative ways.

Standard #6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

Knowledge

1. The teacher understands the differences between formative and summative applications of assessment and knows how and when to use each.
2. The teacher understands the range of types and multiple purposes of assessment and how to design, adapt, or select appropriate assessments to address specific learning goals and individual differences, and to minimize sources of bias.
3. The teacher knows how to analyze assessment data to understand patterns and gaps in learning, to guide planning and instruction, and to provide meaningful feedback to all learners.
4. The teacher knows when and how to engage learners in analyzing their own assessment results and in helping to set goals for their own learning.
5. The teacher understands the positive impact of effective descriptive feedback for learners and knows a variety of strategies for communicating this feedback.
6. The teacher knows when and how to evaluate and report learner progress against standards.
7. The teacher understands how to prepare learners for assessments and how to make accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.

Performance

1. The teacher balances the use of formative and summative assessment as appropriate to support, verify, and document learning.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.
3. The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning.
4. The teacher engages learners in understanding and identifying quality work and provides them with effective descriptive feedback to guide their progress toward that work.
5. The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process.
6. The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others.
7. The teacher effectively uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences.
8. The teacher prepares all learners for the demands of particular assessment formats and makes appropriate accommodations in assessments or testing conditions, especially for learners with disabilities and language learning needs.
9. The teacher continually seeks appropriate ways to employ technology to support assessment practice both to engage learners more fully and to assess and address learner needs.

Disposition

1. The teacher is committed to engaging learners actively in assessment processes and to developing each learner's capacity to review and communicate about their own progress and learning.
2. The teacher takes responsibility for aligning instruction and assessment with learning goals.
3. The teacher is committed to providing timely and effective descriptive feedback to learners on their progress.
4. The teacher is committed to using multiple types of assessment processes to support, verify, and document learning.
5. The teacher is committed to making accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.
6. The teacher is committed to the ethical use of various assessments and assessment data to identify learner strengths and needs to promote learner growth.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Standard #7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

Knowledge

1. The teacher understands content and content standards and how these are organized in the curriculum.
2. The teacher understands how integrating cross-disciplinary skills in instruction engages learners purposefully in applying content knowledge.
3. The teacher understands learning theory, human development, cultural diversity, and individual differences and how these impact ongoing planning.
4. The teacher understands the strengths and needs of individual learners and how to plan instruction that is responsive to these strengths and needs.
5. The teacher knows a range of evidence-based instructional strategies, resources, and technological tools and how to use them effectively to plan instruction that meets diverse learning needs.
6. The teacher knows when and how to adjust plans based on assessment information and learner responses.
7. The teacher knows when and how to access resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, community organizations).

Performance

1. The teacher individually and collaboratively selects and creates learning experiences that are appropriate for curriculum goals and content standards, and are relevant to learners.
2. The teacher plans how to achieve each student's learning goals, choosing appropriate strategies and accommodations, resources, and materials to differentiate instruction for individuals and groups of learners.
3. The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill.
4. The teacher plans for instruction based on formative and summative assessment data, prior learner knowledge, and learner interest.
5. The teacher plans collaboratively with professionals who have specialized expertise (e.g., special educators, related service providers, language learning specialists, librarians, media

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

specialists) to design and jointly deliver as appropriate learning experiences to meet unique learning needs.

6. The teacher evaluates plans in relation to short- and long-range goals and systematically adjusts plans to meet each student's learning needs and enhance learning.

Disposition

1. The teacher respects learners' diverse strengths and needs and is committed to using this information to plan effective instruction.
2. The teacher values planning as a collegial activity that takes into consideration the input of learners, colleagues, families, and the larger community.
3. The teacher takes professional responsibility to use short- and long-term planning as a means of assuring student learning.
4. The teacher believes that plans must always be open to adjustment and revision based on learner needs and changing circumstances.

Standard #8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Knowledge

1. The teacher understands the cognitive processes associated with various kinds of learning (e.g., critical and creative thinking, problem framing and problem solving, invention, memorization and recall) and how these processes can be stimulated.
2. The teacher knows how to apply a range of developmentally, culturally, and linguistically appropriate instructional strategies to achieve learning goals.
3. The teacher knows when and how to use appropriate strategies to differentiate instruction and engage all learners in complex thinking and meaningful tasks.
4. The teacher understands how multiple forms of communication (oral, written, nonverbal, digital, visual) convey ideas, foster self-expression, and build relationships.
5. The teacher knows how to use a wide variety of resources, including human and technological, to engage students in learning.
6. The teacher understands how content and skill development can be supported by media and technology and knows how to evaluate these resources for quality, accuracy, and effectiveness.

Performance

1. The teacher uses appropriate strategies and resources to adapt instruction to the needs of individuals and groups of learners.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs.
3. The teacher collaborates with learners to design and implement relevant learning experiences, identify their strengths, and access family and community resources to develop their areas of interest.
4. The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience) in relation to the content and purposes of instruction and the needs of learners.
5. The teacher provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performances.
6. The teacher engages all learners in developing higher order questioning skills and metacognitive processes.
7. The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information.
8. The teacher uses a variety of instructional strategies to support and expand learners' communication through speaking, listening, reading, writing, and other modes.
9. The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to question).

Disposition

1. The teacher is committed to deepening awareness and understanding the strengths and needs of diverse learners when planning and adjusting instruction.
2. The teacher values the variety of ways people communicate and encourages learners to develop and use multiple forms of communication.
3. The teacher is committed to exploring how the use of new and emerging technologies can support and promote student learning.
4. The teacher values flexibility and reciprocity in the teaching process as necessary for adapting instruction to learner responses, ideas, and needs.

Professional Responsibility

Creating and supporting safe, productive learning environments that result in learners achieving at the highest levels is a teacher's primary responsibility. To do this well, teachers must engage in meaningful and intensive professional learning and self-renewal by regularly examining practice through ongoing study, self-reflection, and collaboration. A cycle of continuous self-improvement is enhanced by leadership, collegial support, and collaboration. Active engagement in professional learning and collaboration results in the discovery and implementation of better practice for the purpose of improved teaching and learning. Teachers also contribute to improving instructional practices that meet learners' needs and accomplish their school's mission and goals. Teachers benefit from and participate in collaboration with learners, families, colleagues, other school professionals, and community members. Teachers demonstrate leadership by modeling ethical behavior, contributing to positive changes in practice, and advancing their profession.

Standard #9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

Knowledge

1. The teacher understands and knows how to use a variety of self-assessment and problem-solving strategies to analyze and reflect on his/her practice and to plan for adaptations/adjustments.
2. The teacher knows how to use learner data to analyze practice and differentiate instruction accordingly.
3. The teacher understands how personal identity, worldview, and prior experience affect perceptions and expectations, and recognizes how they may bias behaviors and interactions with others.
4. The teacher understands laws related to learners' rights and teacher responsibilities (e.g., for educational equity, appropriate education for learners with disabilities, confidentiality, privacy, appropriate treatment of learners, reporting in situations related to possible child abuse).
5. The teacher knows how to build and implement a plan for professional growth directly aligned with his/her needs as a growing professional using feedback from teacher evaluations and observations, data on learner performance, and school- and system-wide priorities.

Performance

1. The teacher engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local and state standards.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system.
3. Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners, research) to evaluate the outcomes of teaching and learning and to adapt planning and practice.
4. The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving.
5. The teacher reflects on his/her personal biases and accesses resources to deepen his/her own understanding of cultural, ethnic, gender, and learning differences to build stronger relationships and create more relevant learning experiences.
6. The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.

Disposition

1. The teacher takes responsibility for student learning and uses ongoing analysis and reflection to improve planning and practice.
2. The teacher is committed to deepening understanding of his/her own frames of reference (e.g., culture, gender, language, abilities, ways of knowing), the potential biases in these frames, and their impact on expectations for and relationships with learners and their families.
3. The teacher sees him/herself as a learner, continuously seeking opportunities to draw upon current education policy and research as sources of analysis and reflection to improve practice.
4. The teacher understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant law and policy.

Standard #10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

1. The teacher understands schools as organizations within a historical, cultural, political, and social context and knows how to work with others across the system to support learners.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher understands that alignment of family, school, and community spheres of influence enhances student learning and that discontinuity in these spheres of influence interferes with learning.
3. The teacher knows how to work with other adults and has developed skills in collaborative interaction appropriate for both face-to-face and virtual contexts.
4. The teacher knows how to contribute to a common culture that supports high expectations for student learning.

Performance

1. The teacher takes an active role on the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning.
2. The teacher works with other school professionals to plan and jointly facilitate learning on how to meet diverse needs of learners.
3. The teacher engages collaboratively in the schoolwide effort to build a shared vision and supportive culture, identify common goals, and monitor and evaluate progress toward those goals.
4. The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.
5. Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing.
6. The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.
7. The teacher uses technological tools and a variety of communication strategies to build local and global learning communities that engage learners, families, and colleagues.
8. The teacher uses and generates meaningful research on education issues and policies.
9. The teacher seeks appropriate opportunities to model effective practice for colleagues, to lead professional learning activities, and to serve in other leadership roles.
10. The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change.
11. The teacher takes on leadership roles at the school, district, state, and/or national level and advocates for learners, the school, the community, and the profession.

Disposition

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

1. The teacher actively shares responsibility for shaping and supporting the mission of his/her school as one of advocacy for learners and accountability for their success.
2. The teacher respects families' beliefs, norms, and expectations and seeks to work collaboratively with learners and families in setting and meeting challenging goals.
3. The teacher takes initiative to grow and develop with colleagues through interactions that enhance practice and support student learning.
4. The teacher takes responsibility for contributing to and advancing the profession.
5. The teacher embraces the challenge of continuous improvement and change.

Standards for Bilingual Education and ENL (English as a New Language) 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 Bilingual-ENL 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 the candidate views 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 the evolution, research, and current ~~practices~~ federal and state legal mandates of bilingual and ENL education.
2. ~~(ENL only) The teacher knows the key linguistic structures, articulatory system, and vocabulary of the English language.~~
3. The teacher understands and knows how to identify differences and the implications for implementation in bilingual ~~programs~~ and ENL approaches and models ~~(Bilingual: dual language, maintenance, transitional, early and late exit, etc.; ENL: sheltered English, academic support, tutorial, extended day, etc.)~~.
4. The teacher understands ~~the variety of purposes that languages serve, and is able to distinguish~~ between forms, functions, and contextual usage of social and academic language.
5. (Bilingual only) The teacher possesses ~~the language competency and fluency~~ proficiency at the advanced level as defined in the ACTFL Proficiency Guidelines in listening, speaking,

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

reading and writing, ~~and vocabulary~~ in English and a the second target language necessary to facilitate learning in the content area(s) (Federal Requirement).

6. (ENL only) The teacher possesses the language ~~competency and fluency~~ proficiency at the advanced level as defined in the ACTFL Proficiency Guidelines in listening, speaking, reading, and writing, ~~and vocabulary~~ in English ~~and/or a second language~~ necessary to facilitate learning of academic language in the content area(s) (Federal Requirement).
7. (Bilingual only) The teacher understands the articulatory system, various registers, dialects, linguistic structures, vocabulary, and idioms of both English and a the second target language.
8. (ENL only) The teacher understands the articulatory system, various registers, dialects, linguistic structures, vocabulary, and idioms of the English language.

Performance

1. (Bilingual only) The teacher is articulates in demonstrates the various key linguistic structures and exposes students to the various registers, dialects, key linguistic structures, articulatory system and vocabulary, and idioms of the English and the second target language.
2. (ENL only) The teacher is articulate in key linguistic structures and exposes students to the various registers, dialects, and idioms of the English language.
3. The teacher uses knowledge of language and content standards and language acquisition theory content areas to establish goals, design curricula and instruction, and facilitate student learning in a manner that builds on students' linguistic and cultural diversity.
4. The teacher demonstrates instructional strategies that an understanding of the variety of purposes that languages serve, distinguishing between forms, functions, and contextual usage of social and academic language.
5. (~~Bilingual only~~) The teacher designs and implements activities that promote inter-cultural exploration, engaged observation, listening, speaking, reading, and writing skills in both languages.
6. (~~Bilingual only~~) The teacher uses both English and students' new languages during instruction and facilitates students' use of both languages in the learning process.
7. (~~ENL only~~) The teacher designs and implements activities that promote observation, listening, speaking, reading, and writing skills in English.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 the processes of language acquisition and development, and the role that culture plays ~~and the role these processes play~~ in students' educational experiences.
2. The teacher understands the advantages of bilingualism, biliteracy, and multiculturalism.

Performance

1. The teacher plans and delivers instruction using knowledge of the role impact of language and culture ~~on~~ in intellectual, social, and personal development.
2. The teacher integrates language and content instruction appropriate to the students' stages of language acquisition.
3. The teacher facilitates students' use of their primary language as a resource to promote academic learning and further development of the second language.
4. The teacher uses effective strategies and approaches that promote bilingualism, biliteracy, and multiculturalism ~~and English language acquisition~~.

Standard 3: Modifying Instruction for Individual Needs- The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.

Knowledge

1. The teacher understands the nuances of culture in structuring academic experiences.
2. The teacher understands how a student's first language may influence second language production (ex: accent, code-switching, inflectional endings).
3. The teacher understands there is a distinction between issues—of learning disabilities/giftedness and English second language development.
4. The teacher understands how and when to provide appropriate accommodations that allow students to access academic content.

Performance

1. The teacher promotes respect for diverse cultures by facilitating open discussion, treating all students equitably, and addressing individual student needs.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher utilizes strategies that advance accuracy in students' language production and socio-culturally appropriate usage with an understanding of how these are influenced by the first language.
3. The teacher collaborates with other area specialists to distinguishes between issues of learning disabilities/giftedness and English second language development.
4. The teacher provides appropriate accommodations that allow students to access academic content.

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 ~~modify~~ adapt lessons, textbooks, and other instructional materials, ~~which are to be~~ culturally and linguistically appropriate to facilitate linguistic and the academic growth of language learners.
2. The teacher has a repertoire of effective strategies that promote students' critical thinking and problem solving at all stages of language development.

Performance

1. The teacher selects, ~~modifies~~ adapts, creates and uses varied culturally and linguistically appropriate resources related to content areas and second language development.
2. The teacher employs a repertoire of effective strategies that promote students' critical thinking and problem solving at all stages of language development.

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 influence of culture on student motivation and classroom management.

Performance

1. The teacher demonstrates a culturally responsive approach to classroom management ~~establishes culturally appropriate climate in the classroom.~~

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

1. The teacher understands that language is a system that uses listening, speaking, reading, and writing for social and academic purposes.
2. The teacher understands how to design active and interactive activities that promote proficiency in the four domains of language.
3. The teacher understands the extent of time and effort required for language acquisition.

Performance

1. The teacher demonstrates competence in facilitating students' acquisition and use of language in listening, speaking, reading, and writing for social and academic purposes.
2. The teacher uses active and interactive activities that promote proficiency in the four domains of language.
3. The teacher communicates to students, their families, and stakeholders the extent of time and effort required for language acquisition.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The teacher understands how to incorporate students' diverse cultural backgrounds and language proficiency levels into instructional planning that aligns with the English Language Development Standards.

Performance

1. The teacher creates and delivers lessons that incorporate students' diverse cultural backgrounds and language proficiency levels into instructional planning that aligns with the English Language Development Standards.

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 understands variations in assessment of student progress that may be related to cultural and linguistic differences.
2. (Bilingual only) The teacher understands how to measure ~~language dominance and~~ levels students' level of English language proficiency and second target language proficiency.
3. (ENL only) The teacher understands how to measure the level of English language proficiency.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

4. The teacher understands the relationship and difference between levels of language proficiency and students' academic performance achievement.
5. The teacher is familiar with the state English language proficiency assessment.
6. The teacher knows how to interpret data and explain the results of standardized assessments to students with limited English proficiency, the students' families, and to colleagues.
7. The teacher understands appropriate accommodations for language learners being tested in the content areas.
8. The teacher understands how to use data to make informed decisions about program effectiveness.

Performance

1. The teacher selects and administers assessments suited to the students' culture, literacy and communication skills.
2. The teacher uses a combination of observation and other assessments to make decisions about appropriate program services for language learners pre-referral, referral, and placement for the purpose of accessing bilingual/ENL programs.
3. The teacher uses a combination of assessments that measure language proficiency and content knowledge respectively to determine how level of language proficiency may affect the demonstration of academic performance.
4. The teacher uses appropriate accommodations for language learners being tested in the content areas.
5. The teacher uses data to make informed decisions about 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 understands the necessity of maintaining an advanced level of proficiency, according to the ACTFL guidelines, in the language(s) used for instruction.

Performance

1. The teacher maintains an advanced level of proficiency, according to the ACTFL guidelines, in the language(s) used for instruction.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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 the ~~importance~~ benefits of family and community involvement in students' linguistic, academic, and social development ~~language acquisition in both the school and community.~~
2. The teacher understands the necessity of collegiality and collaboration to promote opportunities for language learners.

Performance

1. The teacher creates ~~linkages with families~~ and the community partnerships that promote students' linguistic, academic, and social development ~~language acquisition.~~
2. The teacher collaborates with colleagues to promote opportunities for language learners.
3. The teacher assists other educators and students in ~~understanding the importance of~~ promoting cultural ~~and~~ respect and validation ~~for culturally and linguistically diverse~~ of students' and families' diverse backgrounds and experiences.

GLOSSARY OF TERMS

ACTFL Proficiency Guidelines

A nationally developed and agreed upon set of descriptions of what individuals can do with language in terms of speaking, writing, listening, and reading in real-world situations in a spontaneous and non-rehearsed context. For each skill, these guidelines identify five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The major levels Advanced, Intermediate, and Novice are subdivided into High, Mid, and Low sublevels. The levels of the ACTFL Guidelines describe the continuum of proficiency from that of the highly articulate, well-educated language user to a level of little or no functional ability. These Guidelines present the levels of proficiency as ranges, and describe what an individual can and cannot do with language at each level, regardless of where, when, or how the language was acquired. http://www.actfl.org/files/public/ACTFLProficiencyGuidelines2012_FINAL.pdf

American Council of Teachers of Foreign Languages (ACTFL)

An organization for world language professionals of K-12 and higher education

Articulatory System

The process mechanism by which the sounds of a language are produced-

Bilingual Education Program

~~An education program that uses the student's primary language to some degree to promote the acquisition of academic subject matter or literacy while the student gains English proficiency.~~
An educational approach that uses two languages to promote academic success, bilingualism, biliteracy, and multiculturalism

Biliteracy

~~The development of literacy skills in two languages.~~ The ability to read and write in two languages

Code-switching

A change by a speaker or writer from one language or variety of language to another at the word, phrase, clause, or sentence level (TESOL, 2010)

Dual Language Program

A bilingual education program in which two languages are used equally.

Early Exit Program

A (K-3) transitional bilingual program.

English as a New Language (ENL)

~~Refers to a curriculum or course designed to teach English to language learners at various English language proficiency levels.~~ Refers to the teaching of English to speakers of other languages

Inflectional Endings

Grammatical markers or suffixes used in standard conventional language production

Late Exit Program

A (K-12) maintenance bilingual program.

Primary Language

An individual's most developed language.

Register

Refers to the dialect or style of speaking the speaker may use in different contexts. The usage of language in a particular social context

Sheltered English

An approach designed to teach content area concepts, adapting and modifying English language usage based on students' individual needs.

Additional Resources

National Clearinghouse for English Language Acquisition

www.ncela.gwu.edu

Center for Research on the Educational Achievement and Teaching of English Language Learners

www.cal.org/create

CREDE

www.crede.org

NABE

www.nabe.org

TESOL

www.tesol.org

CARLA

www.carla.umn.edu

References

Teachers of English to Speakers of Other Languages, Inc. (2010). *TESOL/NCATE standards for the recognition of initial TESOL programs in P-12 ESL teacher education*. Alexandria, VA:

Author.

Idaho Foundation Standards for Communication Arts Teachers

In addition to the standards listed here, communication arts teachers must meet Idaho Core Teacher Standards and one of the following: (1) Idaho Standards for Journalism Teachers or (2) Idaho Standards for Speech and Debate Teachers.

The following knowledge and performance statements for the Communication 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 assured attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher understands how values and ethics affect communication.
2. The teacher understands the importance of audience analysis and adaptation in differing communication contexts.
3. The teacher knows the components and processes of communication.
4. The teacher understands the interactive roles of perceptions and meaning.
5. The teacher understands how symbolism and language affect communication.
6. The teacher understands the role of organization in presenting concepts, ideas, and arguments.
7. The teacher knows methods and steps of problem solving in communication arts.

Performance

1. The teacher emphasizes to students the importance of values and ethics relevant to the communication process (e.g., speeches, interpersonal interactions, journalistic writing, and debate).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher provides instruction and practice in conducting and applying research.
3. The teacher creates lessons that stress the importance of audience analysis and adaptation.
4. The teacher presents communication as a process consisting of integral components.
5. The teacher explains various methods of organization and their effects on the communication process.

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 that are adapted to learners with diverse needs.

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.

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 inquiry, collaboration, and supportive interaction in and beyond the classroom.

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.

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 Journalism Teachers

In addition to the standards listed here, journalism teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Communication Arts Teachers.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher comprehends the fundamentals of journalistic style (e.g., news, feature, and editorial writing).
2. The teacher understands the elements of design and layout.
3. The teacher understands the purposes and elements of photojournalism (e.g., composition and processing).
4. The teacher understands the purposes, types, and rules of headline and caption writing.
5. The teacher possesses knowledge of interviewing skills.
6. The teacher knows how to organize and equip a production area.
7. The teacher knows how to organize and supervise a student staff (e.g., editors, writers, photographers, and business personnel).
8. The teacher knows how to adapt journalistic techniques to various media (e.g., radio, television, and the Internet).
9. The teacher understands advertising and finance.
10. The teacher knows the fundamentals of editing.
11. The teacher understands processes of effective critiquing.
12. The teacher understands journalistic law.

Performance

1. The teacher instructs students in the fundamentals of journalistic style.
2. The teacher presents and requires students to apply the techniques of design and layout.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The teacher integrates the purposes and elements of photojournalism into the production process.
4. The teacher instructs students in the purposes, types, and rules of headline and caption writing.
5. The teacher provides opportunities for students to practice and use interviewing skills.
6. The teacher teaches editing skills and provides opportunities for student practice.
7. The teacher provides opportunities for students to critique and evaluate student and professional work.

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 that are adapted to learners with diverse needs.

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.

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 inquiry, collaboration, and supportive interaction in and beyond the classroom.

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.

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.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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 Speech and Debate Teachers

In addition to the standards listed here, speech and debate teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Communication Arts Teachers.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher understands the models of interpersonal communication.
2. The teacher knows the processes of hearing and listening.
3. The teacher knows the nature of conflict and conflict resolution strategies in the speech process.
4. The teacher knows the dynamics of group communication (e.g., roles, functions, systems, developmental stages, and problem solving).
5. The teacher understands rhetorical theories and practices.
6. The teacher understands types of public speaking (e.g., informative, persuasive, and ceremonial).
7. The teacher understands the steps of speech preparation, rehearsal, presentation, and constructive feedback.
8. The teacher understands the necessity of adapting public speaking styles and skills to various media.
9. The teacher understands the principles of competitive debate theory (e.g., categories and styles of debate).
10. The teacher knows the theories and practices of argumentation.
11. The teacher knows the precepts of logical reasoning (e.g., syllogistic, categorical, disjunctive, and fallacies).
12. The teacher knows the various types of competitive speaking events (e.g., impromptu, extemporaneous, oratory, and debate).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

13. The teacher knows how to identify and minimize communication anxiety.

Performance

1. The teacher instructs in the process of effective interpersonal communication (e.g., effective listening, components of verbal and nonverbal communication, and conflict resolution).
2. The teacher explains the components and dynamics of group communication and provides opportunities for student implementation.
3. The teacher provides opportunities for students to prepare, practice, and present various types of speeches.
4. The teacher provides instruction in presenting for various media.
5. The teacher instructs in the theory, principles, and practices of debate (e.g., argumentation, logical reasoning, and competitive speaking).
6. The teacher provides opportunities for students to participate in debate and speaking events.
7. The teacher explains various methods of organization and their effects on the communication process.
8. The teacher provides strategies for minimizing communication anxiety.

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 that are adapted to learners with diverse needs.

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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 inquiry, collaboration, and supportive interaction in and beyond the classroom.

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.

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 Blended Early Childhood Education/
Early Childhood Special 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 Early Childhood Blended 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 the candidate views 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.

The characteristics of development and learning of young children are integrally linked and different from those of older children and adults. Thus, programs serving young children should be structured to support those unique developmental and learning characteristics. The early childhood educator will extend, adapt, and apply knowledge gained in the professional education core for the benefit of children from birth through grade three.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The educator knows how young children integrate domains of development (language, cognition, social-emotional, physical, and self-help) as well as traditional content areas of learning (e.g., literacy, mathematics, science, health, safety, nutrition, social studies, art, music, drama, and movement).
2. The educator understands theories, history, and models that provide the basis for early childhood education and early childhood special education practices as identified in NAEYC Licensure and DEC Personnel Standards.
3. The educator understands the process of self-regulation that assists young children to identify and cope with emotions.
4. The educator understands language acquisition processes in order to support emergent literacy, including pre-linguistic communication and language development.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. The educator understands the elements of play and how play assists children in learning.
6. The educator understands nutrition and feeding relationships so children develop essential and healthy eating habits.
7. The educator understands that young children are constructing a sense of self, expressing wants and needs, and understanding social interactions that enable them to be involved in friendships, cooperation, and effective conflict resolutions.
8. The educator understands the acquisition of self-help skills that facilitate the child's growing independence (e.g., toileting, dressing, grooming, hygiene, eating, and sleeping).
9. The educator understands the comprehensive nature of children's well being in order to create opportunities for developing and practicing skills that contribute to healthful living and enhanced quality of life.

Performance

1. The educator demonstrates the application of theories and educational models in early childhood education and special education practices.
2. The educator applies fundamental knowledge of English language arts, science, mathematics, social studies, the arts, health, safety, nutrition, and physical education for children from birth through age 2, ages 3-5, and grades K-3.

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 educator knows that family systems are inextricably tied to child development.
2. The educator understands the typical and atypical development of infants' and young children's attachments and relationships with primary caregivers.
3. The educator understands how learning occurs and that young children's development influences learning and instructional decisions.
4. The educator understands pre-, peri-, and postnatal development and factors, such as biological and environment conditions that affect children's development and learning.
5. The educator understands the developmental consequences of stress and trauma, protective factors and resilience, the development of mental health, and the importance of supportive relationships.

Performance

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

1. The educator identifies pre-, peri-, and postnatal development and factors, such as biological and environment conditions that affect children's development and learning.
2. The educator addresses the developmental consequences of stress and trauma, protective factors and resilience, the development of mental health, and the importance of supportive relationships.

Standard 3: Adapting 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 educator knows aspects of medical care for premature development, low birth weight, young children who are medically fragile, and children with special health care needs, and knows the concerns and priorities associated with these medical conditions as well as their implications on child development and family resources.
2. The educator understands variations of beliefs, traditions, and values regarding disability across cultures and the effect of these on the relationships among the child, family, and their environments.
3. The educator knows the characteristics of typical and atypical development and their educational implications and effects on participation in educational and community environments.
4. The educator knows how to access information regarding specific children's needs and disability-related issues (e.g. medical, support, and service delivery).

Performance

1. The educator locates, uses, and shares information about the methods for the care of young children who are medically fragile and children with special health care needs, including the effects of technology and various medications on the educational, cognitive, physical, social, and emotional behavior of children with disabilities.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Knowledge

1. The educator knows the characteristics of physical environments that must vary to support the learning of children from birth through age 2, ages 3-5, and grades K-3 (e.g., schedule, routines, and transitions).

Performance

1. The educator uses developmentally appropriate methods to help young children develop intellectual curiosity, solve problems, and make decisions (e.g., child choice, play, small

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

group projects, open-ended questioning, group discussion, problem solving, cooperative learning, and inquiry and reflection experiences).

2. The educator uses instructional strategies that support both child-initiated and adult-directed activities.

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 educator understands the importance of routines as a teaching strategy.
2. The educator knows that physically and psychologically safe and healthy learning environments promote security, trust, attachment, and mastery motivation in young children.
3. The educator understands applicable laws, rules, regulations, and procedural safeguards regarding behavior management planning and plan implementation for children with disabilities.
4. The educator understands applied behavioral analysis and ethical considerations inherent in behavior management.
5. The educator understands crisis prevention and intervention practices.
6. The educator knows a variety of strategies and environmental designs that facilitate a positive social and behavioral climate.

Performance

1. The educator promotes opportunities for young children in natural and inclusive settings.
2. The educator embeds learning objectives within everyday routines and activities.
3. The educator creates an accessible learning environment, including the use of assistive technology.
4. The educator provides training and supervision for the classroom paraprofessional, aide, volunteer, and peer tutor.
5. The educator creates an environment that encourages self-advocacy and increased independence.
6. The educator implements the least intrusive and intensive intervention consistent with the needs of children.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

7. The educator conducts functional behavior assessments and develops positive behavior supports.

Standard 6: Communication Skills – The teacher uses a variety of communication techniques to foster learning and communication skills.

Performance

1. The educator adjusts language and communication strategies for the developmental age and stage of the child.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The educator understands theory and research that reflect currently recommended professional practice for working with families and children (from birth through age 2, ages 3-5, and grades K-3).

Performance

1. The educator designs meaningful play experiences and integrated learning opportunities for development of young children.
2. The educator assists families in identifying their resources, priorities, and concerns in relation to their children’s development and provides information about a range of family-oriented services based on identified resources, priorities, and concerns through the use of the Individualized Education Programs (IEP).
3. The educator supports transitions for young children and their families (e.g., hospital, home, Infant/Toddler programs, Head Start, Early Head Start, childcare programs, preschool, and primary programs).
4. The educator analyzes activities and tasks and uses procedures for determining and monitoring children’s skill levels and progress.
5. The educator evaluates and links children’s skill development to that of same age peers.

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 educator understands the legal provisions, regulations, guidelines, and ethical concerns regarding assessment of children.
2. The educator knows that developmentally appropriate assessment procedures reflect children’s behavior over time and rely on regular and periodic observations and record keeping of children’s everyday activities and performance.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The educator knows the instruments and procedures used to assess children for screening, pre-referral interventions, referral, and eligibility determination for special education services or early intervention services for birth to three years.
4. The educator knows the ethical issues and identification procedures for children with disabilities, including children from culturally and linguistically diverse backgrounds.

Performance

1. The educator assesses all developmental domains (e.g., social-emotional, fine and gross motor, cognition, communication, and self-help).
2. The educator implements services consistent with procedural safeguards in order to protect the rights and ensure the participation of families and children.
3. The educator collaborates with families and professionals involved in the assessment of children.
4. The educator conducts an ecological assessment and uses the information to modify various settings as needed and to integrate the children into those setting.

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 educator understands NAEYC Licensure and DEC Personnel Standards.

Performance

1. The educator practices behavior congruent with NAEYC Licensure and DEC Personnel Standards.

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 educator knows the National Association for the Education of Young Children (NAEYC) and the Division for Early Childhood (DEC) Code of Ethics.
2. The educator knows family systems theory and its application to the dynamics, roles, and relationships within families and communities.
3. The educator knows community, state, and national resources available for young children and their families.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

4. The educator understands the role and function of the service coordinator and related service professionals in assisting families of young children.
5. The educator knows basic principles of administration, organization, and operation of early childhood programs (e.g., supervision of staff and volunteers, and program evaluation).
6. The educator knows the rights and responsibilities of parents/guardians, students, teachers, professionals, and programs as they relate to children with disabilities.
7. The educator understands how to effectively communicate and collaborate with children, parents/guardians, colleagues, and the community in a culturally responsive manner.

Performance

1. The educator practices behavior congruent with the NAEYC Code of Ethics and the Division for Early Childhood Code of Ethics. .
2. The educator demonstrates skills in communicating, consulting and partnering with families and diverse service delivery providers (e.g., home services, childcare programs, school, and community) to support the child's development and learning.
3. The educator identifies and accesses community, state, and national resources for young children and families.
4. The educator advocates for young children and their families.
5. The educator creates a manageable system to maintain all program and legal records for children.
6. The educator encourages and assists families to become active participants in the educational team, including setting instructional goals for and charting progress of children.
7. The educator demonstrates respect, honesty, caring, and responsibility in order to promote and nurture an environment that fosters these qualities.

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 language, semantics and syntactics, diagnostic tools, and test data to improve student reading ability.
4. The teacher understands the fundamental concepts and the need to integrate STEM disciplines including physical, life, and earth and space Sciences, Technology, Engineering, and Mathematics as well as the applications of STEM disciplines to technology, personal and social perspectives, history, unifying concepts, and inquiry processes 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,

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 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 in motivating students, building understanding, and encouraging application of knowledge, skills, and ideas to real life issues and future career applications.
11. The teacher understands the individual and interpersonal values of respect, caring, 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 language arts.
2. The teacher demonstrates competence in language arts, reading, 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 language arts, reading, STEM disciplines, social studies, the arts, health education, and physical education.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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, 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 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.

Idaho Standards for English Language 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 English Language 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 the candidate views 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.

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Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the disciplines and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1. The teacher understands that reading, writing, speaking, listening, viewing, and language study are interrelated.
2. The teacher understands the elements of effective writing such as audience, purpose, organization, development, voice, coherence, emphasis, unity, and style.
3. The teacher understands the conventions of standard written language, i.e., grammar, punctuation, capitalization, and spelling.
4. The teacher understands a variety of literary and nonliterary forms (e.g., novels, plays, poetry, essays, technical writing, and film).
5. The teacher understands how literature functions as artistic expression and as a reflection of human experience.
6. The teacher understands the nature and conventions of multicultural literatures, literary devices, and methods of literary analysis and criticism.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

7. The teacher understands how culture and history influence literature, literary recognition, and curriculum selections.
8. The teacher understands the social and historical implications of print and non-print media.
9. The teacher understands the history of the English language.
10. The teacher understands how children learn language, the basic sound structure of the English language, semantics, syntax, and usage.
11. The teacher understands reading as a developmental process.
12. The teacher knows that writing is an act of discovery and a form of inquiry, reflection, and expression.
13. The teacher understands that composition is a recursive process that includes brainstorming, drafting, revising, editing for correctness and clarity, and publishing; that the process will vary with the individual and the situation; and that learning to write is a developmental process.
14. The teacher recognizes the student's need for authentic purposes, audiences, and forms of writing.
15. The teacher understands the appropriate selection, evaluation, and use of primary and secondary sources in research processes.

Performance

1. The teacher uses skills and knowledge congruent with current research on best practices for teaching reading and writing.
2. The teacher integrates reading, writing, speaking, listening, viewing, and language study.
3. The teacher builds a reading, writing, listening, speaking, and viewing community in which students respond, interpret, and think critically.
4. The teacher instructs student on the conventions of standard written language, i.e., grammar, punctuation, capitalization, and spelling.
5. The teacher reviews, interprets, evaluates, and selects content presented by print and nonprint media and models these processes for students.
6. The teacher integrates information from traditional, technical, and electronic sources for critical analysis and evaluation by students.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

7. The teacher helps students with their understanding of a variety of literary and nonliterary forms and genres.
8. The teacher presents social, cultural, and historical significance of a variety of texts and connects these to students' experiences.
9. The teacher demonstrates the writing process as a recursive and developmental process.

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 the processes, developmental stages, and diverse ways of learning reading, writing, listening, viewing, and speaking.

Performance

1. The teacher identifies levels of development in reading, writing, listening, viewing, and speaking and plans for developmental stages and diverse ways of learning.
2. The teacher promotes and monitors growth in reading, writing, listening, viewing, and speaking for all ability levels.

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 students' critical thinking, problem solving, and performance skills.

Knowledge

1. The teacher knows a variety of classroom strategies for improving fluency, comprehension, and critical thinking (e.g., strategies for discussion, peer editing, critical analysis and interpretation, inquiry, oral presentations, SSR, and brainstorming).
2. The teacher understands reading comprehension strategies (e.g., organizing information, visualizing, making connections, using context clues, building background knowledge, predicting, paraphrasing, summarizing, questioning, drawing conclusions, synthesizing, and making inferences) for enabling students with a range of abilities to understand, respond to, and interpret what they read.
3. The teacher is familiar with a variety of strategies for promoting student growth in writing.

Performance

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

1. The teacher effectively uses comprehension strategies.
2. The teacher incorporates a variety of analytical and theoretical approaches in teaching literature and composition.
3. The teacher monitors and adjusts strategies in response to individual literacy levels.
4. The teacher creates logical sequences for reading, writing, speaking, listening, viewing, and language study.
5. The teacher uses students' creations and responses as part of the instructional program.
6. The teacher builds a reading, writing, listening, speaking, and viewing community in which students respond, interpret, and think critically (e.g., engages students in discussion, inquiry, and evaluation).
7. The teacher enriches and expands the students' language resources for adapting to diverse social, cultural, and workplace settings.
8. The teacher provides opportunities for students to create authentic responses to cultural, societal, and workplace experiences.

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 - 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 methods of assessing students' written and oral communication skills and reading performance (e.g., holistic, analytic, and primary trait scoring; portfolios of student work; projects; student self-assessment; peer assessment; journals; rubrics; reading response logs; reading inventories; reflective and formal writing; student/teacher-developed guidelines; exhibitions; oral and dramatic presentations; and the Idaho State Direct Writing Assessment).

Performance

1. The teacher constructs and uses a variety of formal and informal assessments for reading, writing, speaking, listening, and viewing.

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.

Performance

1. The teacher engages in reading and writing for professional growth and satisfaction.
2. The teacher stimulates student enthusiasm for and appreciation of literature, writing, language, and literacy.

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 Foreign Language 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 Foreign Language 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 the candidate views 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.

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Standard 1: Knowledge of Subject Matter—The teacher understands the central concepts, tools of inquiry, and structures of the disciplines taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1. The teacher knows the target language and understands the culture(s) in which the language is used.
2. The teacher understands key linguistic structures particular to the target language and the way(s) in which they compare to English communication patterns.
3. The teacher knows the history and literature of the target culture(s).
4. The teacher knows the current social, political, and economic realities of the countries related to the target language.
5. The teacher knows the commonly held stereotypes of the target culture(s).
6. The teacher understands the impact of the target language and culture(s) on American society.
7. The teacher knows the similarities and differences between the students’ culture(s) and the target culture(s).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ~~8. The teacher understands the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for listening, speaking, reading, writing, and culture.~~

Performancee

- ~~1. The teacher incorporates listening, speaking, reading, writing, and culture into instruction.~~
- ~~2. The teacher articulates the value of foreign language learning to students, educators, and the community.~~
- ~~3. The teacher uses the target language extensively in formal, informal, and conversational contexts and encourages the students to do so.~~
- ~~4. The teacher provides opportunities to communicate in the target language in meaningful, purposeful activities that simulate real-life situations.~~
- ~~5. The teacher systematically incorporates culture into instruction.~~
- ~~6. The teacher incorporates discussions of the target culture's contributions to the students' culture.~~
- ~~7. The teacher encourages students to understand that culture and language are intrinsically tied.~~
- ~~8. The teacher makes generous use of cognates and expressions common to English and the foreign language when those comparisons will further the students' understanding and fluency.~~

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 that the process of second language acquisition includes the interrelated skills of listening, speaking, reading, and writing.~~
- ~~2. The teacher understands that the development of cultural knowledge is essential for second language acquisition.~~
- ~~3. The teacher understands how to create an instructional environment that encourages students to take the risks necessary for successful language learning.~~

Performancee

- ~~1. The teacher builds on the language learning strengths of students rather than focusing on their weaknesses.~~

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

~~**Standard 3: Modifying Instruction for Individual Needs – The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.**~~

Knowledge

- ~~1. The teacher understands that gender, age, socioeconomic background, ethnicity, and other factors play a role in how individuals perceive and relate to their own culture and that of others.~~

Performance

- ~~1. The teacher plans learning activities that enable students to grasp the significance of language and cultural similarities and differences.~~

~~**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 understands that foreign language methodology continues to change.~~

Performance

- ~~1. The teacher uses a variety of instructional strategies to enhance students’ understanding of the target language and culture.~~

~~**Standard 5: Classroom Motivation and Management Skills – 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 inquiry, collaboration, and supportive interaction in and beyond the classroom**~~

~~**Standard 7: Instructional Planning Skills – The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.**~~

Knowledge

- ~~1. The teacher understands how to incorporate the ACTFL Standards for Foreign Language Learning of communication, cultures, connections, comparisons, and communities into instructional planning.~~

Performance

- ~~1. The teacher incorporates the ACTFL Standards for Foreign Language Learning of communication, cultures, connections, comparisons, and communities into instructional planning.~~

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

~~**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 understands the ACTFL Proficiency Guidelines for listening, speaking, reading, writing, and culture.~~
- ~~2. The teacher understands the need to assess progress in the five language acquisition skills (listening, speaking, reading, writing, and culture).~~

Performance

- ~~1. The teacher motivates the students to reach level-appropriate proficiency based on ACTFL Proficiency Guidelines for listening, speaking, reading, writing, and culture.~~
- ~~2. The teacher employs a variety of ways of assessing the five language skill areas.~~
- ~~3. The teacher constructs and uses a variety of formal and informal assessment techniques, including tests in the primary and target languages, to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.~~

~~**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.**~~

Knowledge

- ~~1. The teacher knows about career and other opportunities available to students proficient in a foreign language.~~
- ~~2. The teacher is aware of opportunities for students and teachers to communicate with native speakers.~~

Performance

- ~~1. The teacher informs students of career and other opportunities available to students proficient in a foreign language.~~
- ~~2. The teacher provides opportunities for students to communicate with native speakers of the target language in person or via technology.~~

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

3. ~~The teacher encourages students to participate in community experiences related to the target culture.~~

Idaho Standards for Gifted and Talented 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 Gifted and Talented Education 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 the candidate views 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher understands the rationale, history, philosophies, and definitions of gifted and talented education.
2. The teacher understands the unique characteristics and needs of the gifted and talented student from early childhood through adulthood.
3. The teacher knows the common misconceptions, myths, and stereotypes about gifted and talented students.
4. The teacher knows the common controversial issues in gifted and talented education.
5. The teacher understands the Idaho State Gifted and Talented Mandate (Code 33-2003) and the five mandated talent areas: specific academic, intellectual, creativity, leadership, and visual/performing arts.
6. The teacher understands the components of a district plan for gifted and talented students, including philosophy, definitions, goals, program options, identification procedures, and evaluation, and how to develop a district plan for gifted and talented students.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

7. The teacher understands effective administration and evaluation of gifted and talented programs.

Performance

1. The teacher educates colleagues, parents/guardians, and others about the common misconceptions, myths, stereotypes, and controversial issues related to gifted and talented education.
2. The teacher uses the district's plan for gifted and talented students to optimize educational opportunities for students.
3. The teacher demonstrates the ability to effectively administer and evaluate gifted and talented programs.

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 the social and emotional issues of gifted and talented students (e.g., perfectionism, underachievement, risk taking, and asynchronous development).
2. The teacher understands the theories related to the highly sensitive nature of the gifted and talented student.
3. The teacher understands the moral and ethical challenges of the gifted and talented student.
4. The teacher understands the need for appropriate social and emotional counseling of gifted and talented students.

Performance

1. The teacher identifies, evaluates, develops, and implements strategies to address the social and emotional needs of the gifted and talented student.
2. The teacher identifies and evaluates resources to address the social and emotional development of the gifted and talented student.

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 exceptional needs of gifted and talented students from diverse populations (e.g., limited-English students, students with disabilities, very young children, and students from a particular culture).

Performance

1. The teacher identifies and provides appropriate activities for the exceptional needs of gifted and talented students from diverse populations.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Knowledge

1. The teacher understands the characteristics of highly creative and highly intellectual students.
2. The teacher understands the definitions and theories of intelligence and creativity.

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.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The teacher understands a variety of curriculum models (e.g., Renzulli, Kaplan, and Tomlinson).
2. The teacher understands instructional strategies appropriate for the gifted and talented student (e.g., curriculum compacting, flexible grouping, tiered assignments, and independent studies).
3. The teacher understands curriculum design that includes content, process, product, and learning environments commensurate with the abilities of gifted and talented students.
4. The teacher understands how to develop curriculum in the five mandated talent areas: specific academic, intellectual, creativity, leadership, and visual/performing arts.
5. The teacher understands the array of program options and services available to gifted and talented students.

Performance

1. The teacher implements a variety of gifted and talented curriculum models (e.g., Renzulli, Kaplan, and Tomlinson).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher implements instructional strategies appropriate for the gifted and talented student (e.g., curriculum compacting, flexible grouping, tiered assignments, and independent studies).
3. The teacher designs curriculum that includes content, process, product, and learning environments commensurate with the abilities of gifted and talented students.
4. The teacher develops curriculum for the five mandated talent areas: specific academic, intellectual, creativity, leadership, and visual/performing arts.
5. The teacher identifies and implements extension and acceleration options for gifted and talented students.
6. The teacher matches student needs with appropriate program options and services.

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 understands the different types of formal and alternate assessment tools for the identification of gifted and talented students with diverse and exceptional needs (e.g., tests that measure IQ, creativity, cognitive ability, achievement, aptitude, and ability in the five talent areas).
2. The teacher understands the different types of informal assessment tools for the identification of gifted and talented students (e.g., teacher observations, anecdotal records, rating scales, referrals, checklists, rubrics, and portfolios).

Performance

1. The teacher implements different types of formal and alternate assessment tools for the identification of gifted and talented students (e.g., tests that measure IQ, creativity, cognitive ability, achievement, aptitude, and ability in the five talent areas).
2. The teacher implements informal assessment tools for the identification of gifted and talented students (e.g., teacher observations, anecdotal records, rating scales, referrals, checklists, rubrics, and portfolios).

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.

Knowledge

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

1. The teacher understands how to assist other teachers in adapting curriculum to meet the needs of the gifted and talented student.

Performance

1. The teacher collaborates with colleagues in adapting curriculum to meet the needs of the gifted and talented student.
2. The teacher educates parents, other family members, and teachers about the social and emotional needs and development of gifted and talented students.

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 Elementary and Secondary methods for teaching health and 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

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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.

Idaho Standards for Library Science Teachers

In addition to the standards listed here, library science teachers must meet Idaho Core Teacher Standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views 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.

The school library is a classroom that serves as the instructional center of the school and needs the expertise of a professionally trained teacher-librarian. Ideally, the teacher-librarian is an experienced classroom teacher with additional specialized training in the discipline of school librarianship.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher-librarian understands the documents and policies that promote intellectual freedom and freedom of expression.
2. The teacher-librarian understands the concepts of information literacy (e.g., reading, information, media, computer, and visual literacies).
3. The teacher-librarian understands the parameters of information access, resource sharing, and ownership based on principles of intellectual freedom and copyright guidelines.
4. The teacher-librarian possesses comprehensive knowledge of children's and young adult literature and their application to student learning.

Performance

1. The teacher-librarian participates on collaborative teaching teams as a peer or leader to integrate information skills, provide access to resources, and promote effective use of technology across the curriculum.
2. The teacher-librarian stimulates thought processes through the skillful use of questioning techniques and guides students and staff in the selection of materials and information for reading, writing, viewing, speaking, and presentation.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The teacher-librarian models the ethical use and critical analysis of information, literature, and mass media, and interacts in these areas with students and staff.
4. The teacher-librarian supports student and staff media productions (e.g., audio, video, scripting, material and information selection, and evaluation of presentations).
5. The teacher-librarian uses professional publications that provide guidance in the selection of quality materials.

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-librarian understands how students construct and use knowledge through the process of resource selection, analysis and synthesis of information, and communication.

Performance

1. The teacher-librarian models the integration of information skills across the curriculum.
2. The teacher-librarian provides access to information from a variety of sources to enrich learning for students and staff.
3. The teacher-librarian fosters an environment where each student is valued as an individual.

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.

Performance

1. The teacher-librarian identifies appropriate services, resources, and technology to meet diverse learning needs.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Knowledge

1. The teacher-librarian knows how to determine the changes necessary in information access, facilities, and technologies in order to make services and materials available to students and staff.

Performance

1. The teacher-librarian includes a variety of reading and information materials in instruction and prompts students through questioning skills to improve performance.

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-librarian understands the techniques to motivate students to develop a habit of lifelong reading.

Performance

1. The teacher-librarian models and promotes lifelong reading for purposes of seeking information, knowledge, pleasure, and learning.
2. The teacher-librarian organizes, allocates, and manages the library resources, facilities, time, activities, and materials to provide a broad range of opportunities for learning.
3. The teacher-librarian works to establish and maintain a positive climate in the school library.
4. The teacher-librarian determines collection development needs using a variety of information sources (e.g., samples of student and teacher presentations, information requests, curricula, and current collection holdings).

Standard 6: Communication Skills – The teacher uses a variety of communication techniques to foster learning and communication skills.

Knowledge

1. The teacher-librarian understands various communication and public relations strategies.

Performance

1. The teacher-librarian collaborates with colleagues to enhance the learning environment through improved communication techniques.
2. The teacher-librarian works with colleagues to empower students with effective communication techniques and strategies.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The teacher-librarian understands the scope and sequence of curricula and how they interrelate.

Performance

1. The teacher-librarian collaborates with other teachers as they create, implement, and evaluate lessons, and models the use of information tools to meet the developmental and individual needs of diverse students.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher-librarian works with students and staff to help them determine and locate appropriate materials to meet their individual needs.
3. The teacher-librarian promotes appropriate use of relevant information and instruction technologies.
4. The teacher-librarian uses appropriate print and/or electronic instructional resources to design learning experiences.
5. The teacher-librarian maintains a library schedule that is flexible and accessible to individuals, small groups, and classes to enhance learning opportunities.
6. The teacher-librarian develops the library materials collection to support the school's curriculum.

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.

Performance

1. The teacher-librarian continually assesses students' progress concerning their use of information and technology and their selection of reading materials.

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.

Knowledge

1. The teacher-librarian understands confidentiality issues related to library records.

Performance

1. The teacher-librarian advocates for the school library program and the library profession.
2. The teacher-librarian initiates and participates in resource sharing with public, academic, and special libraries, and with networks and library consortia.
3. The teacher-librarian adheres to the legal and ethical tenets expressed in the Confidentiality of Library Records Interpretation of the Library Bill of Rights and the American Library Association (ALA) Code of Ethics.

Standard 11: Library Management - The teacher-librarian understands the need for efficient management of the library media center.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Knowledge

1. The teacher-librarian understands the process of cataloging and classifying library materials using professional library standards (e.g., MARC, AACR2r, and bibliographic utilities).
2. The teacher-librarian understands the process of automating and retrieving information.
3. The teacher-librarian understands how to develop a balanced and organized print and non-print library collection that supports curricula, fulfills diverse student, staff, and community needs, and brings a global perspective into the school environment.
4. The teacher-librarian understands management techniques, including time management and supervision that ensure the efficient operation of the school library.
5. The teacher-librarian understands the principles of basic budget planning and collection development (e.g., selection, processing, and discarding).
6. The teacher-librarian understands the grant application process.
7. The teacher-librarian understands how to develop and implement the school library mission, goals, objectives, policies, and procedures that reflect the mission, goals, and objectives of the school.
8. The teacher-librarian understands how to integrate the information literacy standards for student learning into formal documents related to the school library program.

Performance

1. The teacher-librarian administers and trains staff to ensure an effective school library program.
2. The teacher-librarian demonstrates the ability to plan and budget resources in a fiscally responsible manner.
3. The teacher-librarian provides leadership in the development and implementation of library policies that expand appropriate access to information.
4. The teacher-librarian participates in decision-making groups to continually improve library services (e.g., building and district technology councils, curriculum councils, and site-based decision-making teams).

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 mathematics and creates learning experiences that make these aspects of mathematics meaningful for learners.

Knowledge

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, data analysis, and probability (e.g., random variable and distribution functions).
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.

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.

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 or access tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
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)

Performance

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 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 mathematically.
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 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.

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 mathematics.

Performance

1. The teacher uses and encourages students to use mathematical applications to solve problems in realistic situations from other fields (e.g. natural science, social science, business, and engineering).
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.

Idaho Standards for Online 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 K-12 Online 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.

The characteristics of online instruction can be vastly different from teaching in traditional face-to-face environments. Online schools and programs serving K-12 students should be structured to support the unique needs of students and teachers in online environments. The Online Teacher Standards are aligned to the Idaho Core Teacher Standards. These standards 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”.)

** This language was written by a committee of content experts and has been adopted verbatim.*

Standard #1: Knowledge of Online Education - The online teacher understands the central concepts, tools of inquiry, and structures in online instruction and creates learning experiences that take advantage of the transformative potential in online learning environments.

Knowledge

1. The online teacher understands the current standards for best practices in online teaching and learning.
2. The online teacher understands the role of online teaching in preparing students for the global community of the future.
3. The online teacher understands concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the field of online teaching and learning.
4. The online teacher understands the relationship between online education and other subject areas and real life situations.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. The online teacher understands the relationship between online teaching and advancing technologies.
6. The online teacher understands appropriate uses of technologies to promote student learning and engagement with the content.
7. The online teacher understands the instructional delivery continuum. (e.g., fully online to blended to face-to-face).

Performance

1. The online teacher utilizes current standards for best practices in online teaching to identify appropriate instructional processes and strategies.
2. The online teacher demonstrates application of communication technologies for teaching and learning (e.g., Learning Management System [LMS], Content Management System [CMS], email, discussion, desktop video conferencing, and instant messaging tools).
3. The online teacher demonstrates application of emerging technologies for teaching and learning (e.g., blogs, wikis, content creation tools, mobile technologies, virtual worlds).
4. The online teacher demonstrates application of advanced troubleshooting skills (e.g., digital asset management, firewalls, web-based applications).
5. The online teacher demonstrates the use of design methods and standards in course/document creation and delivery.
6. The online teacher demonstrates knowledge of access, equity (digital divide) and safety concerns in online environments.

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.

Performance

1. The online teacher understands the continuum of fully online to blended learning environments and creates unique opportunities and challenges for the learner (e.g., Synchronous and Asynchronous, Individual and Group Learning, Digital Communities).
2. The online teacher uses communication technologies to alter learning strategies and skills (e.g., Media Literacy, visual literacy).
3. The online teacher demonstrates knowledge of motivational theories and how they are applied to online learning environments.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

4. The online teacher constructs learning experiences that take into account students' physical, social, emotional, moral, and cognitive development to influence learning and instructional decisions. {Physical (e.g., Repetitive Use Injuries, Back and Neck Strain); Sensory Development (e.g. Hearing, Vision, Computer Vision Syndrome, Ocular Lock); Conceptions of social space (e.g. Identity Formation, Community Formation, Autonomy); Emotional (e.g. Isolation, cyber-bullying); Moral (i.e Enigmatic communities, Disinhibition effect, Cognitive, Creativity)}.

Standard #3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.

Knowledge

1. The online teacher is familiar with legal mandates stipulated by the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), the Assistive Technology Act and Section 508 requirements for accessibility.

Performance

1. The online teacher knows how adaptive/assistive technologies are used to help people who have disabilities gain access to information that might otherwise be inaccessible.
2. The online teacher modifies, customizes and/or personalizes activities to address diverse learning styles, working strategies and abilities (e.g., provide multiple paths to learning objectives, differentiate instruction, strategies for non-native English speakers).
3. The online teacher coordinates learning experiences with adult professionals (e.g., parents, local school contacts, mentors).

Standard #4: Multiple Instructional Strategies - The online teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

1. The online teacher understands the techniques and applications of various online instructional strategies (e.g., discussion, student-directed learning, collaborative learning, lecture, project-based learning, forum, small group work).
2. The online teacher understands appropriate uses of learning and/or content management systems for student learning.

Performance

1. The online teacher evaluates methods for achieving learning goals and chooses various teaching strategies, materials, and technologies to meet instructional purposes and student needs. (e.g., online teacher-gathered data and student offered feedback).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The online teacher uses student-centered instructional strategies to engage students in learning. (e.g., Peer-based learning, peer coaching, authentic learning experiences, inquiry-based activities, structured but flexible learning environment, collaborative learning, discussion groups, self-directed learning, case studies, small group work, collaborative learning, and guided design)
3. The online teacher uses a variety of instructional tools and resources to enhance learning (e.g., LMS/CMS, computer directed and computer assisted software, digital age media).

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.

Performance

1. The online teacher establishes a positive and safe climate in the classroom and participates in maintaining a healthy environment in the school or program as a whole (e.g., digital etiquette, Internet safety, Acceptable Use Policy [AUP]).
2. The online teacher performs management tasks (e.g., tracks student enrollments, communication logs, attendance records, etc.).
3. The online teacher uses effective time management strategies (e.g., timely and consistent feedback, provides course materials in a timely manner, use online tool functionality to improve instructional efficiency).

Standard #6: Communication Skills, Networking, and Community Building - The online teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

1. The online teacher knows the importance of verbal (synchronous) as well as nonverbal (asynchronous) communication.

Performance

1. The online teacher is a thoughtful and responsive communicator.
2. The online teacher models effective communication strategies in conveying ideas and information and in asking questions to stimulate discussion and promote higher-order thinking (e.g., discussion board facilitation, personal communications, and web conferencing).
3. The online teacher demonstrates the ability to communicate effectively using a variety of mediums.

4. The online teacher adjusts communication in response to cultural differences (e.g., wait time and authority).

Standard #7: Instructional Planning Skills - The online teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Performance

1. The online teacher clearly communicates to students stated and measurable objectives, course goals, grading criteria, course organization and expectations.
2. The online teacher maintains accuracy and currency of course content, incorporates internet resources into course content, and extends lesson activities.
3. The online teacher designs and develops subject-specific online content.
4. The online teacher uses multiple forms of media to design course content.
5. The online teacher designs course content to facilitate interaction and discussion.
6. The online teacher designs course content that complies with intellectual property rights and fair use standards.

Standard #8: Assessment of Student Learning - The online teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Performance

1. The online teacher selects, constructs, and uses a variety of formal and informal assessment techniques (e.g., observation, portfolios of student work, online teacher-made tests, performance tasks, projects, student self-assessment, peer assessment, standardized tests, tests written in primary language, and authentic assessments) to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.
2. The online teacher enlists multiple strategies for ensuring security of online student assessments and assessment data.

Standard #9: Professional Commitment and Responsibility - The online 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 online teaching.

Knowledge

1. The online teacher understands the need for professional activity and collaboration beyond school (e.g. professional learning communities).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The online teacher knows how educational standards and curriculum align with 21st century skills.

Performance

1. The online teacher adheres to local, state, and federal laws and policies (e.g., FERPA, AUP's).
2. The online teacher has participated in an online course and applies experiences as an online student to develop and implement successful strategies for online teaching environments.
3. The online teacher demonstrates alignment of educational standards and curriculum with 21st century technology skills.

Standard #10: Partnerships - The online 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 Physical 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 Physical Education 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 the candidate views 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher understands the components of physical fitness and their relationship to a healthy lifestyle.
2. The teacher understands the sequencing of motor skills (K-12).
3. The teacher understands human anatomy and physiology (structure and function), exercise physiology, and bio-mechanical principles
4. The teacher knows the appropriate rules, etiquette, instructional cues, and skills for physical education activities (e.g., aquatics, sports, games, lifetime activities, dance, rhythmical activities, and outdoor/adventure activities).
5. The teacher understands that daily physical provides opportunities for enjoyment, challenge, self-expression, and social interaction.
6. The teacher understands Adaptive Physical Education and how to work with students with special and diverse needs (e.g., various physical abilities and limitations, culture, and gender).
7. The teacher understands technology operations and concepts pertinent to physical activity (e.g. heart rate monitors, pedometers, global positioning system).

Performance

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

1. The teacher instructs students about disciplinary concepts and principles related to physical activities, fitness, and movement expression.
2. The teacher instructs students in the rules, skills, and strategies of a variety of physical activities (e.g., aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).
3. The teacher models a variety of physical education activities (e.g., aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).
4. The teacher models the use of technology operations and concepts pertinent to physical activity (e.g. heart rate monitors, pedometers, global positioning system, and computer software).

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.

Performance

1. The teacher assesses the individual physical activity, movement, and fitness levels of students and makes developmentally appropriate adaptations to instruction.
2. The teacher promotes physical activities that contribute to good health.

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.

Performance

1. The teacher provides opportunities that incorporate individual variations in movement to help students gain physical competence and confidence.

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 knows how to help students cultivate responsible personal and social behaviors that promote positive relationships and a productive environment in physical education settings.
2. The teacher knows strategies to help students become self-motivated in physical education.

3. The teacher understands that individual performance is affected by anxiety.
4. The teacher understands principles of effective management in indoor and outdoor movement settings.

Performance

1. The teacher implements strategies, lessons, and activities to promote positive peer relationships (e.g., mutual respect, support, safety, sportsmanship, and cooperation).
2. The teacher uses strategies to motivate students to participate in physical activity inside and outside the school setting.
3. The teacher utilizes principles of effective management in indoor and outdoor movement settings. .

Standard 6: Communication Skills – The teacher uses a variety of communication techniques to foster learning and communication skills.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The teacher knows a variety of management (e.g., space, people, and equipment) and instructional strategies to maximize physical education activity time and student success.
2. The teacher knows how to expand the curriculum through the use of community resources (e.g., golf courses, climbing walls, YMCA, and service organizations).

Performance

1. The teacher uses and assesses management (e.g., space, people, and equipment) and instructional strategies to maximize physical education activity time and student success.

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 select and use a variety of developmentally appropriate assessment techniques (e.g., authentic, alternative, and traditional) congruent with physical education activity, movement, and fitness goals.

Performance

1. The teacher uses a variety of developmentally appropriate assessment techniques (e.g., authentic, alternative, and traditional) congruent with physical education activity, movement, and fitness goals.

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 his/her personal physical fitness and activity levels may impact teaching and student motivation.

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: Safety - The teacher provides for a safe physical education learning environment.

Knowledge

1. The teacher understands the inherent dangers involved in physical education activities.
2. The teacher understands the need to consider safety when planning and providing instruction.
3. The teacher understands the factors that influence safety in physical education activity settings (e.g., skill, fitness, developmental level of students, equipment, attire, facilities, travel, and weather).
4. The teacher understands the level of supervision required for the health and safety of all students in all locations (e.g., teaching areas, locker rooms, and travel to off-campus activities).
5. The teacher understands school policies regarding student injury and medical treatment.
6. The teacher understands the steps for providing appropriate treatment for injuries occurring in physical education activities.
7. The teacher understands the appropriate steps when responding to safety situations.
8. The teacher knows cardiopulmonary resuscitation (CPR) and first aid.

Performance

1. The teacher identifies, monitors, and documents safety issues when planning and implementing instruction to ensure a safe learning environment.
2. The teacher informs students of the risks associated with physical education activities.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

3. The teacher instructs students in appropriate safety procedures for physical education activities and corrects inappropriate actions.
4. The teacher identifies and corrects potential hazards in physical education facilities, grounds, and equipment.
5. The teacher identifies and follows the steps for providing appropriate treatment for injuries occurring in physical education activities.
6. The teacher identifies safety situations and responds appropriately.
7. The teacher maintains CPR and first aid certification.

Pre-Service Technology Standards

All teacher candidates are expected to meet the Idaho Core Teacher Standards as well as the pre-service technology standards. 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 standards 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 defined as: 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 in which pre-service teachers design, develop, and evaluate technology-based learning experiences and assessments to maximize content learning in context and to develop the knowledge, skills, and attitudes identified in the National Educational Technology Standards (NETS)•for Teachers.

** 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, types of and uses of technology and creates learning experiences that make technology meaningful for learners.

Knowledge

1. Awareness of use types and usage of technology tools (i.e. 21st Century Skills; hardware; software; web-based; mobile technology).
2. 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.
3. Pre-service teachers understand how students learn and develop, and provide opportunities that support their intellectual, social, and personal development.
4. Promoting designs that engage all students of all abilities is sometimes referred to as promoting “Universal Design”.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. Pre-service teachers understand how students differ in their approaches to learning and how to adapt for learners with diverse needs.
6. Pre-service teachers understand how students use collaborative tools to reflect on and clarify their own thinking, planning, and creativity.
7. Pre-service teachers understand the legal and ethical use of digital information and technology, including digital etiquette and responsible social interactions.
8. 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.
9. Pre-service teachers continuously improve their professional practice, model lifelong learning, and exhibit leadership in their school and professional community.
10. Pre-service teachers understand the importance of reflective practice.
11. 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.
12. Pre-service teachers understand how technology supports cultural diversity and collaboration.

Target: Knowledge competency test through a basic skills test (i.e. Cbest or PPST I for Technology Basic Competency Skills)

Performance

1. All performance indicators included with individual standards.

Note: These links provide some examples of artifacts collected in current intro to edtech and teacher pre-service programs. However, they do not necessarily demonstrate the level of exposure and knowledge we would expect of future teachers.

1. <https://sites.google.com/a/boisestate.edu/barbara-schroeder/Home>
2. <http://lesson.taskstream.com/lessonbuilder/v.asp?LID=uffph8erc0hfzou>
3. <https://sites.google.com/a/u.boisestate.edu/browning-portfolio/home>
4. <https://sites.google.com/a/u.boisestate.edu/sylvia-portfolio/>

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.

Performance

1. 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Suggested Artifact(s)

- Lesson plan or unit development
- *Target: Practicum where lesson/unit is implemented and evaluated.*

Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that support their intellectual, social and personal development.

Performance

1. Pre-service teachers create digital-age media and formats ensuring equal access for people of all capabilities.
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 instructional materials, and online resources.

Suggested Artifact(s)

- Development of digital materials using principles of Universal Design for Learning.
- Demonstration of knowledge through product development.
- “Accessibility Features on My Computer” discussion forum.
- Virtual practicum demonstrating learner-centered strategies (i.e., Second Life).
- Assistive Technology blog post.
- Accessibility resource list.
- *Target: Practicum where lesson/unit is implemented and evaluated.*

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.

1. 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.
2. 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.
3. Pre-service teachers use technology to promote student reflection to clarify their own critical thinking, planning, and creativity.
4. Pre-service teachers understand and use a variety of instructional strategies and communication techniques to develop students' critical thinking, problem solving, and performance skills.

Suggested Artifact(s)

- Web site or Internet WebQuest.
- *Target: Practicum where lesson/unit is implemented and evaluated.*

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 in a digital age.

Performance

1. Pre-service selects and demonstrates the use of technology resources that enables students to explore questions and issues of individual interest and to plan, manage, and assess their own learning.
2. Pre-service teachers develop technology enriched learning that enables all students to pursue their individual curiosities and become active participants in learning.
3. Pre-service teachers engage students in researching real-world problems and issues and evaluating diverse solutions using digital tools and resources.

Suggested Artifact(s)

- Create a WebQuest
- *Target: Pre-service collects and shares student created artifacts that demonstrate learning with technology using individual initiative and interest.*

Standard #6: Communication Skills - The teacher uses a variety of digital communication tools and strategies to foster inquiry, collaboration and supportive interaction in and beyond the classroom.

Performance

1. Pre-service teachers communicate relevant information and ideas effectively to students, parents, and peers using a variety of digital-age media (i.e. asynchronous and synchronous tools).
2. Pre-service teachers promote and model digital etiquette and responsible social interactions.

Suggested Artifact(s)

- Web site or web page communicating information about their lesson or course.
- Email communications.
- Online communications using digital tools like Web conferencing, chat or Skype.
- Letter to parents created using word processing technology.
- Set of rules developed through consensus using digital collaboration tools.
- Demonstrated participation in a social work (i.e., join a network, participate, take a screenshot of participation and share).
- *Target: Evidence of asynchronous and synchronous communications with peers, parents and students.*

Standard #7: Instructional Planning Skills - The teacher plans, prepares instruction, and integrates technology into instructional planning based upon knowledge of subject matter, students, the community, and curriculum goals.

Performance

1. Pre-service teachers plan and prepare instruction utilizing a variety of technology tools.
2. Pre-service teachers demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations.

Suggested Artifact(s)

- Sample lesson plan that demonstrates how technology can be integrated into content area instruction (see *Handbook of Technological Pedagogical Content Knowledge (TPCK) for Educators*, 2008 - Chapter 11, Guiding Pre-service Teachers in TPCK).
- Demonstrated use of emerging or innovative technology for learning.
- Research emerging (not widely available) technology and analyze its potential impact on and implementation in the classroom.
- *Target: Practicum where lesson/unit integrating technology into instruction is implemented, observed (live or digitally recorded) and evaluated.*

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.

Performance

1. Pre-service teachers assess student's use of technology.
2. Pre-service teachers use technology to formally and informally assess student learning (i.e. polling, proctored test, ISAT).
3. Pre-service teachers use technology to gather and interpret assessment data to inform teaching practice and program effectiveness.

Suggested Artifact(s)

- Sample of student work assessed by candidate (i.e., Rubric created with Rubistar (or other electronic rubric creation tool).
- Electronic quiz.
- Poll created in Web Conferencing tool.
- Poll conducted using clickers.
- Electronic gradebook (spreadsheet), run basic statistics, interpretation of the data.
- *Target: Pretest, lesson, posttest, analysis, interpretation, and lesson revision based on data.*

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, including the ethical, legal and responsible use of technology.

Performance

1. Pre-service teachers evaluate and reflect on current technology for learning research and professional practice to inform teaching practice.
2. Pre-service teachers promote the effective use of digital tools and resources.
3. Pre-service teachers promote and model digital citizenship and responsibility (i.e., digital literacy, information literacy, copyright, privacy, legal)
4. 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.
5. 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.

Suggested Artifact(s)

- Join a network devoted to technology using teachers like classroom 2.0
- Be an active member of a professional learning network
- Offer an Internet Ethics Resource for community members
- Write a letter convincing the school board to remove blocks from Internet usage at your school
- Role play scenario for social networking arguing for and against advantages/disadvantages
- View a school's acceptable use policy - demonstrate understanding
- *Target: Practicum where lesson/unit is implemented and evaluated.*

Standard 10: Community and Partnerships - The teacher interacts in an innovative professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well being. Models digital-age work and exhibits knowledge, skills, and abilities that are representative of a global and digital society.

Performance

1. 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.
2. Pre-service teachers *promote opportunities for students of all capabilities* to engage with other students, colleagues, and community members in either face-to-face or virtual environments (i.e., collaborative knowledge construction, participatory culture).
3. Pre-service teachers participate in and use local and global learning communities to explore creative applications of technology to improve student learning.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

4. Pre-service teachers provide opportunities for students to apply communications technology resources to interact with students or experts from other communities and other countries.

Suggested Artifact(s)

- Be an active member of a professional learning network
- Create own network for learning or join with other classrooms (i.e. epal; iearn; globalschool.net; jason project; go north; NASA)
- Develop lesson that uses one of the social networks
- Use web conferencing to view a class using technology in action; create a list of items you want to integrate into teaching; reflect and incorporate practices learned into teaching.
- Offer an Internet Ethics Resource for community members
- *Target: Practicum where lesson/unit integrating community and partnership is implemented and evaluated.*

Idaho Foundation Standards for Professional-Technical Teachers

In addition to the standards listed here, professional-technical teachers must meet Idaho Core Teacher Standards and one of the following: (1) Idaho Standards for Agricultural Science and Technology Teachers, (2) Idaho Standards for Business Technology Teachers, (3) Idaho Standards for Family and Consumer Sciences Teachers, (4) Idaho Standards for Marketing Technology Teachers, or (5) Idaho Standards for Technology Education Teachers. Occupationally-certified teachers must meet these foundation standards for Professional-Technical teachers.

Standard 1: Knowledge of Subject Matter -- The teacher understands the central concepts, tools of inquiry, and structures of the content area(s) taught, and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher ~~knows~~ understands basic technological principles, processes, and skills such as design and problem solving, team decision making, information gathering, and safety.
2. The teacher ~~knows~~ understands how basic academic skills and advanced technology can be integrated into an occupational learning environment.
3. The teacher ~~knows pertinent terminology,~~ understands industry logistics, technical terminologies, and procedures for the occupational area.
4. The teacher ~~knows~~ understands industry trends and ~~workforce~~ labor market needs.
5. The teacher ~~knows~~ understands workplace leadership models.
6. The teacher understands the philosophical principles and the practices of professional-technical education.
7. The teacher ~~recognizes~~ understands the importance of student leadership qualities in technical program areas.

Performance

1. The teacher maintains current technical skills and seeks ~~continuous~~ continual improvement.
2. The teacher demonstrates specific occupational skills necessary for employment.
3. The teacher uses current terminology ~~and~~ , industry logistics, and procedures for the occupational area.
4. The teacher ~~exhibits~~ incorporates and promotes leadership skills in state-approved Professional-Technical Student Organizations (PTSO).
5. The teacher writes and evaluates occupational objectives and competencies.
6. The teacher uses a variety of technical instructional resources.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

7. The teacher assesses the occupational needs of the community.
8. The teacher ~~relates~~ facilitates experiences designed to develop skills for successful employment.
9. The teacher informs students about opportunities to develop employment skills (e.g., work-study programs, internships, volunteer work, and employment opportunities).

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~~ understands the entry-level skills in the occupation.
2. The teacher ~~knows~~ understands workplace culture and ethics.
3. The teacher understands how to provide students with ~~simulated~~ realistic occupational and/or work experiences.
4. The teacher knows how to use education professionals, trade professionals, and research to enhance student understanding of processes, knowledge, and safety.
5. The teacher understands how occupational trends and issues affect the workplace.
6. The teacher ~~knows~~ understands how to integrate academic skills into technical content areas.
7. The teacher understands the role of innovation and entrepreneurship in the workplace.
8. ~~The teacher knows policy and regulation concerning occupational content areas.~~
9. The teacher understands integration of leadership training, community involvement, and personal growth into instructional strategies.

Performance

1. The teacher ~~demonstrates~~ models appropriate workplace practices and ethics.
2. The teacher discusses state guidelines to aid students in understanding the trends and issues of an occupation.
3. The teacher integrates academic skills appropriate for each occupational area.
4. The teacher uses simulated and/or authentic occupational applications of course content.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. The teacher uses ~~practitioners~~ experts from business, industry, and government as appropriate for the content area.
6. The teacher develops a scope and sequence of instruction related to the students' prior knowledge and that aligns with articulation requirements and course competencies.
7. The teacher integrates instructional strategies and techniques that accommodate prior student knowledge.
8. The teacher discusses innovation and the entrepreneurial role in the workforce and incorporates them where possible.

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.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The teacher recognizes the scope and sequence of content and PTSOs across high school secondary and postsecondary technical curricula.
2. The teacher knows how to identify community and industry expectations and access resources.

Performance

1. The teacher designs a ~~technical curriculum~~ instruction that aligns with ~~high school~~ secondary and postsecondary technical curricula that develops technical competencies.
2. The teacher designs ~~curriculum~~ instruction to meet community and industry expectations.

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 use information about a student's progress, including assessments, to evaluate work-readiness.
2. The teacher knows how to conduct a follow-up survey of graduates and how to use the information to modify curriculum and make program improvement.
4. The teacher understands how evaluation connects to instruction.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Performance

1. The teacher writes and evaluates occupational goals, objectives, and competencies.
2. The teacher develops clear learning objectives and creates and integrates appropriate assessment tools to measure student learning.
3. The teacher modifies the curriculum, instruction, and the program based on student progress and follow-up data from recent graduates and employers.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is ~~continuously~~ continually engaged in purposeful mastery of the art and science of teaching.

Knowledge

1. The teacher understands the value and impact of having a professional development plan.
2. The teacher understands how sustained professionalism reflects on him or her as an educator and as a representative of his or her industry.

Performance

1. The teacher ~~develops~~ collaborates with an administrator to create a professional development plan.
2. The teacher evaluates and reflects on his or her educational and occupational own level of professionalism as an educator and as a representative of his or her industry.

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 knows the contributions of advisory committees.
2. The teacher understands the importance of using the employment community to validate occupational skills.
3. The teacher understands how to effect change in professional-technical education and in the occupational area taught.
4. The teacher knows about professional organizations within the occupational area.
5. The teacher knows how to cooperatively develop articulation agreements between secondary and postsecondary programs.
6. The teacher understands the structure of ~~student organizations~~ state-approved PTSOs.
7. The teacher understands the ideas, opinions, and perceptions of business and industry.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Performance

1. The teacher establishes and uses advisory committees for program development and improvement.
2. The teacher cooperates with educators in other content areas to develop appropriate instructional strategies and to integrate learning.
3. The teacher interacts with business, industry, labor, government, and the community to build effective partnerships.
4. The teacher participates in appropriate professional organizations.
5. The teacher cooperatively constructs articulation agreements.
6. The teacher ~~describes how to organize~~ incorporates an active professional-technical student organization state-approved PTSO in his or her program.
7. The teacher understands the role of PTSOs as an integral part of the total professional-technical education program.

Standard 11: Learning Environment - The teacher creates and manages a safe and productive learning environment.

Knowledge

1. The teacher understands how to dispose of waste materials.
2. The teacher ~~knows~~ understands how to care for, inventory, and maintain materials and equipment.
3. The teacher understands safety contracts and operation procedures.
4. The teacher understands legal safety issues related to the program area.
5. The teacher ~~knows~~ understands safety requirements necessary to conduct laboratory and field activities.
6. The teacher ~~knows~~ understands time and organizational skills in laboratory management.
7. The teacher is aware of safety regulations at school and work sites.
8. The teacher understands how to incorporate PTSOs as intracurricular learning experiences.

Performance

1. The teacher ensures that facilities, materials, and equipment are safe to use.
2. The teacher ~~uses~~ instructs and models safety procedures and documents safety instruction, and updates each according to industry standards.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The teacher demonstrates ~~good classroom/lab~~ effective management skills (~~e.g., time management skills, budgeting skills, organizational skills, individualized instruction, and stress management~~) in the classroom and laboratory environments.
4. The teacher models and reinforces effective work and safety habits.
5. The teacher incorporates PTSOs as intracurricular learning experiences.

Standard 12: Workplace Preparation - The teacher prepares students to meet the competing demands and responsibilities of the workplace.

Knowledge

1. The teacher understands workplace employability skills and related issues (~~e.g., diversity, productivity, and human resource law and policy~~).
2. The teacher understands ~~how to help students balance~~ the issues of balancing work and personal ~~life~~ responsibilities.
3. The teacher ~~knows~~ understands how to promote career awareness.

Performance

1. The teacher designs instructional ~~strategies~~ that addresses employability skills and related workplace issues (~~e.g., diversity, productivity, human resource law and policy~~).
2. The teacher ~~prepares students to cope with competing~~ discusses how to balance demands between work and personal ~~life~~ responsibilities.
3. The teacher provides opportunities for career awareness and exploration.

Idaho Standards for Agricultural Science and Technology Teachers

In addition to the standards listed here, agricultural science and technology teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Professional-Technical Teachers.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher understands biological, physical, and applied sciences relative to practical solutions for the agricultural industry.
2. The teacher knows about production agriculture.
3. The teacher knows plant and animal science, agricultural business management ~~and law~~, and agricultural mechanics, as well as computer and other technology related to these areas.
4. The teacher understands and has experience in one or more of the following specialized occupational areas:
 - a. Agricultural production and marketing
 - b. Agricultural equipment and supplies
 - c. ~~Product processing~~ Agriculture product processing
 - d. Ornamental horticulture and turf grass management (e.g. floriculture, greenhouse management)
 - e. Agricultural business planning and analysis
 - f. Natural resource management
 - g. Environmental science
 - h. Forestry
 - i. ~~Industrial equipment~~
 - j. Small animal production and care
5. The teacher ~~knows about the operation of agricultural youth organizations~~ understands how to advise, oversee and operate a local FFA chapter and how it relates to the Idaho State and National FFA organizations.
6. The teacher ~~knows about working with students and adults in~~ understands how to organize and implement supervised agricultural experience programs including but not limited to working with parents, students, adults, and employers.
7. The teacher is familiar with the administrative duties related to being a secondary agriculture teacher (e.g. extended contract, state reporting procedures, FFA, and SAE).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Performance

1. The teacher applies natural and physical science principles to practical solutions.
2. The teacher discusses production agriculture.
3. The teacher discusses and demonstrates, as appropriate, content and best practices of plant and animal science; agricultural business management; and agricultural mechanics; and integrates computer and other technology related to these areas.
4. The teacher advises, oversees and operates a local FFA chapter in relationship to the Idaho State and National FFA organizations.
5. The teacher organizes and implements supervised agricultural experience programs including but not limited to working with parents, students, adults and employers.
6. The teacher observes administrative duties related to being a secondary agriculture teacher (e.g. extended contract, state reporting procedures, FFA, and SAE).

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.

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 program effectiveness.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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 Business Technology Teachers

In addition to the standards listed here, business technology teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Professional-Technical Teachers.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher ~~knows a~~ possesses a foundational level of knowledge about a broad range of ~~introductory~~ business subjects, for example, (e.g., accounting, business law, communications, economics, information systems, international business, communications, management, marketing, business law, and international business office administration).
2. The teacher ~~is knowledgeable~~ possesses knowledge in areas related to business, (e.g., career education, entrepreneurship, interrelationships in business, mathematics, and personal finance, career education, entrepreneurship, mathematics, and interrelationships in business).
3. The teacher ~~understands the importance of~~ possesses knowledge of appropriate technology as a tool for accomplishing tasks related to business and industry.
4. The teacher understands how to advise, oversee and operate a local Business Professionals of America (BPA) chapter and how it relates to the Idaho State and National BPA organizations.

Performance

1. The teacher demonstrates ~~business and industry-standard skill levels in keyboarding,~~ required by the endorsement, for example, in accounting, business technology and office procedures.
2. The teacher effectively delivers business ~~education and business technology~~ content at the junior high, middle school, and/or ~~high school~~ secondary levels.
3. The teacher demonstrates the efficient use of technology to accomplish tasks related to business and industry.
4. The teacher integrates BPA through intracurricular approaches in the business program of study.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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.

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.

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 Family and Consumer Sciences Teachers

In addition to the standards listed here, family and consumer sciences teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Professional-Technical Teachers.

Standard 1: Knowledge of Subject Matter -- The teacher understands the central concepts, tools of inquiry, and structures of the content area(s) taught and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher understands the significance of family and its impact on the well-being of ~~children, adults, individuals~~ and society and the multiple life roles and responsibilities in family, ~~work~~ career, and community settings.
2. Teacher understands the impact of families' multiple roles within the home, workplace and community.
3. The teacher knows of community agencies and organizations that provide assistance to individuals and families.
4. The teacher understands how interpersonal relationships, cultural patterns, and diversity ~~impact~~ affect individuals, families, community, and the workplace.
5. The teacher ~~knows~~ understands the roles and responsibilities of parenting and factors that affect human growth and development across the life span.
6. The teacher understands the science and practical application involved in planning, selecting, preparing, and serving food according to the principles of sound nutrition, ~~and~~ cultural and economic needs of individuals, ~~and~~ families, and industry; along with practices to encourage wellness for life.
7. The teacher understands the design, selection, and care of textiles and apparel products.
8. The teacher understands housing, design, furnishings, technology, and equipment needs for individuals, ~~and~~ families, and industry.
9. The teacher ~~knows~~ understands consumer economic issues ~~about~~ and behavior for managing individual and family resources to achieve goals at various stages of the life cycle.
10. The teacher understands resource conservation and environmental issues in relation to family and community health.
11. The teacher understands the nature of the profession and knows of careers related to family and consumer sciences.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

12. The teacher understands how social media can influence communication and outcomes between individuals, family members, and community connections.
13. The teacher understands how to incorporate Family, Career and Community Leaders of America (FCCLA) as intracurricular learning experiences.

Performance

1. The teacher demonstrates a command of instructional methodology in the delivery of family and consumer sciences content at the middle school and secondary school levels.
2. The teacher integrates Family, Career and Community Leaders of America, FCCLA student leadership organizations (e.g., Family, Career and Community Leaders of America—FCCLA) into the family and consumer sciences curriculum instruction.
3. The teacher validates the significance of family and its impact on the well-being of children, adults, individuals and society and the multiple life roles and responsibilities in family, work career, and community settings.
4. The teacher selects and creates learning experiences that include the impact of families' multiple roles within the home, workplace and community.
5. The teacher knows of community agencies and organizations that provide assistance to individuals and families.
6. The teacher selects and creates learning experiences that include how interpersonal relationships, cultural patterns, and diversity affect individuals, families, community, and the workplace.
7. The teacher promotes the roles and responsibilities of parenting and factors that affect human growth and development across the life span.
8. The teacher incorporates the science and practical application involved in planning, selecting, preparing, and serving food according to the principles of sound nutrition, and cultural and economic needs of individuals, and families, and industry; along with practices to encourage wellness for life.
9. The teacher demonstrates the design, selection, and care of textiles and apparel products.
10. The teacher demonstrates housing, design, furnishings, technology, and equipment needs for individuals, and families, and industry.
11. The teacher integrates consumer economic issues about and behavior for managing individual and family resources to achieve goals at various stages of the life cycle.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

12. The teacher integrates resource conservation and environmental issues in relation to family and community health.
13. The teacher maintains an awareness of the nature of the profession and knows of careers related to family and consumer sciences.
14. The teacher selects and creates learning experiences on how social media can influence communication and outcomes between individuals, family members, and community connections.

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 students learn and develop, and provides opportunities that support their intellectual, social, physical, emotional and moral development.

Performance

1. The teacher develops lessons which focus on progressions and ranges of individual variation within intellectual, social, physical, emotional and moral development and their interrelationships.

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 individual and group motivation and behavior and creates a student centered learning environment that encourages positive social interaction, active engagement in learning, exploration of adaptive solutions, and self-motivation.

Performance

1. The teacher promotes individual and group motivation and behavior and creates a student centered learning environment that encourages positive social interaction, active engagement in learning, exploration of adaptive solutions, and self-motivation.

Standard 6: Communication Skills – The teacher uses a variety of communication techniques

to foster learning and communication skills.

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 how to apply knowledge about the current subject matter, learning theory, instructional strategies, curriculum development, evaluation, and child and adolescent development to meet curriculum goals using family and consumer sciences national standards and other resources.
2. The teacher understands how program alignment across grade levels and disciplines maximizes learning.

Performance

1. The teacher maximizes such elements as instructional materials; individual student interests, needs, and aptitudes; technology and community resources in planning instruction that creates an effective bridge between curriculum goals and students learning.

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 understands formal and informal comprehensive and industry assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Performance

1. The teacher uses and interprets formal and informal comprehensive and industry 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 understands how to research and select relevant professional development aligned to curriculum and industry standards.

Performance

1. The teacher participates in continual relevant professional development in order to stay current in content areas.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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 Marketing Technology Teachers

In addition to the standards listed here, marketing technology teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Professional-Technical Teachers.

Standard 1: Knowledge of Subject Matter -- The teacher understands the central concepts, tools of inquiry, and structures of the content area(s) taught and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher ~~knows~~ possesses a foundational level of knowledge about a broad range of introductory business subjects (e.g. for example, accounting, economics, information systems, communications, management, marketing, merchandising, retailing, business law, and international business). accounting, business law, communications, economics, information systems, international business, management, marketing, merchandising, and retailing.
2. The teacher ~~is possesses knowledge in knowledgeable~~ of areas related to marketing (e.g., personal finance, career education, entrepreneurship, mathematics, and interrelationships in business). , for example, business technology, career education, entrepreneurship, mathematics, personal finance, and interrelationships in business.
3. The teacher possesses knowledge of appropriate technology.
4. The teacher understands how to advise, oversee, and operate a local DECA/Collegiate DECA professional-technical student organization as a part of the state and national organization, and its intracurricular role in marketing education.

Performance

1. The teacher demonstrates ~~business and industry-standard skill levels in promotions, advertising, accounting, and coordination techniques.~~ required by the endorsement, for example accounting, advertising, coordination techniques, and promotions.
2. The teacher effectively delivers marketing content at the junior high, middle school and/or high school levels.
3. The teacher demonstrates the efficient use of technology to accomplish tasks related to business and industry.
4. The teacher embeds DECA/Collegiate DECA activities and curriculum through an intracurricular approach within the marketing program of study.

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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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.

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.

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: Learning Environment - The teacher creates and manages a safe and productive learning environment.

Standard 12: Workplace Preparation - The teacher prepares students to meet the competing demands and responsibilities of the workplace.

Idaho Standards for Technology Education Teachers

In addition to the standards listed here, technology education teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Professional-Technical Teachers.

** 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 and creates learning experiences that make these aspects of subject matter meaningful for learners.

Knowledge

1. The teacher has a basic understanding of contemporary communications; manufacturing; power, energy, and transportation; construction; electronics; computer systems; and other relevant emerging technologies.
2. The teacher understands the operation and features of a computer-aided design and computer-aided manufacturing systems.
3. The teacher understands the principles and concepts of engineering design, technology and the associated mathematics and science concepts.
4. The teacher knows the classical and contemporary elements, principles, and processes of structural systems.
5. The teacher understands industry logistics, technical terminologies and procedures for the technology occupational area.
6. The teacher understands the importance of team dynamics and the project management process when working in the technology occupational areas.

Performance

1. The teacher demonstrates the basic skills that support the fields of communications; manufacturing; power, energy, and transportation; construction; electronics; ~~and~~ computer technology and other relevant emerging technologies.
2. The teacher demonstrates how to install, maintain, and troubleshoot computers and peripheral equipment, telecommunications equipment, and other related technology applications.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The teacher demonstrates architectural and mechanical drafting and developmental skills.
4. The teacher demonstrates the various phases of the engineering design process.
5. The teacher creates opportunities for students to work collaboratively in teams and practice the project management processes related to the technology occupational areas.

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.

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.

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 Reading 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 Reading 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 the candidate views 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 the relationships and roles of the components of a balanced literacy program, which encompasses:
 - a. oral language development and its role in the emergence of writing and reading;
 - b. phonological awareness, phonics, structural and morphemic analysis; semantic, syntactic, and pragmatic systems of language, and their relation to reading and writing processes;
 - c. language patterns, vocabulary, comprehension and critical thinking; and
 - d. development of fluency (rate and accuracy).
2. The teacher knows the methods of literacy instruction congruent with a balanced literacy program.
3. The teacher understands that reading is a process of constructing meaning.
4. The teacher knows a variety of research-based instructional strategies to enhance student comprehension of narrative, expository, and technical information (e.g. metacognition, self-monitoring, visualization, accessing prior knowledge, analyzing text structure, summarizing, predicting, previewing, clarifying, and paraphrasing).
5. The teacher understands strategies for developing and extending vocabulary in narrative, expository and technical information, encompassing, but not limited to wide-reading, direct vocabulary instruction, and systematic word analysis: etymology, morphology, orthography.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

6. The teacher understands the relationships between reading, writing, speaking, listening, and viewing.
7. The teacher understands why it is important for developing literacy skills to read aloud to students.
8. The teacher is familiar with a wide range of children’s literature encompassing all genres.

Performance

1. The teacher applies the components of pre-reading and reading instruction in authentic classroom settings in accordance with individual student performance.
2. The teacher articulates and demonstrates knowledge of various research-supported approaches to pre-reading and decoding instruction (e.g. synthetic, analytic, explicit, implicit, embedded, and analogy-based).
3. The teacher articulates and demonstrates a variety of research-based instructional strategies to enhance student comprehension of narrative, expository, and technical information (e.g. metacognition, visualization, accessing prior knowledge, analyzing text structure, summarizing, predicting, previewing, clarifying, and paraphrasing).
4. The teacher implements strategies for developing and extending vocabulary in narrative, expository and technical information (e.g., wide-reading, direct vocabulary instruction, systematic word analysis - etymology, morphology, orthography).
5. The teacher utilizes the reciprocal relationships among reading, writing, speaking, listening, and viewing to build student literacy skills.
6. The teacher provides literacy lessons and opportunities congruent with best research practices.
7. The teacher reads aloud to children.

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 historical and current research as it relates to reading.
2. The teacher understands the significance of home language and culture on the development of literacy in the classroom.

Performance

1. The teachers implements cognitively compatible strategies in developing reading instruction.
2. The teacher utilizes the home language and culture of students to foster the development of literacy in the classroom.
3. The teacher encourages learner reflection and teaches students to evaluate and be responsible for their own literacy learning.

Standard 3: Modifying Instruction for Individual Needs – The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.

Knowledge

1. The teacher understands research-based best practices in prevention identification, intervention, and remediation of reading difficulties.
2. The teacher understands methods for accelerating and scaffolding the students' development of reading strategies.
3. The teacher understands the impact of learning disabilities, giftedness, and language histories on literacy development.

Performance

1. The teacher articulates and demonstrates knowledge of structured, sequential, multi-sensory reading instruction.
2. The teacher differentiates reading instruction and utilizes flexible grouping in response to student performance.

Standard 4: Multiple Instructional Strategies – The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

1. The teacher understands that specific literacy difficulties are not a basis for excluding students from classroom interactions that develop higher-level skills.

Performance

1. The teacher incorporates literacy instruction into all academic content areas in ways that engage each student.

Standard 5: Classroom Motivation and Management Skills – The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

1. The teacher understands the power of literacy as it relates to academic success and life-long learning.
2. The teacher understands the importance of extensive reading in a variety of genres for developing literacy skills.

Performance

1. The teacher advocates extensive reading for information and for pleasure.
2. The teacher demonstrates the power of literacy as it relates to academic success and life-long learning.

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 program effectiveness.

Knowledge

1. The teacher understands the use of assessment for different literacy purposes (e.g. monitoring reading development, assessing reading achievement and performance, enabling students to self-assess their reading strengths and needs, and diagnosing reading difficulties to adjust reading instruction).
2. The teacher understands how to use assessment for attitude and motivation as related to reading.
3. The teacher knows how to choose, administer, and interpret multiple assessments for various aspects of reading (e.g. language proficiency, concepts of print, phonemic awareness, phonological awareness, letter recognition, sound/symbol knowledge, word recognition, spelling, writing, reading fluency, and oral and silent reading comprehension).

Performance

1. The teacher gathers and interprets data from multiple assessments to plan instruction, taking into consideration the student characteristics and instructional history.

2. The teacher collects and utilizes data from multiple sources to inform instruction.
3. The teacher uses assessment to increase students' awareness of their literacy strengths and needs and to encourage them to set personal goals for learning.
4. The teacher uses literacy assessment data to evaluate instructional effectiveness and to guide professional development.
5. The teacher advocates that the needs of every student are accurately represented in assessment data.

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.

Knowledge

1. The teacher knows sources and programs that promote family literacy.
2. The teacher knows community-based programs that promote literacy development.

Performance

1. The teacher engages with colleagues, community, other professionals, and parents to improve the literacy-learning environment.
2. The teacher fosters parental support for family literacy activities.

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 the science content within the context of the Idaho Science Content Standards within their appropriate certification.
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: investigate scientific phenomena, interpret findings, and communicate results.
7. The teacher knows how to construct deeper understanding of scientific phenomena through 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 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 is aware of available resources and standard protocol for proper disposal of waste 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, biology teachers must meet Idaho Foundation Standards for Science Teachers. 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 Biology 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 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 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.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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).
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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, chemistry teachers must meet Idaho Foundation Standards for Science Teachers. 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 Chemistry 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.

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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 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).

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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 models the application of mathematical concepts for chemistry (e.g., dimensional analysis, statistical analysis of data, and problem-solving skills).
3. The teacher helps the student make accurate and precise measurements with appropriate units and to understand that measurements communicate precision and accuracy.
4. The teacher helps the student develop strategies for solving problems using dimensional analysis and other methods.
5. The teacher helps the student understand that matter is made of particles and energy and that matter and energy are conserved in chemical reactions.
6. The teacher helps the student understand the composition of neutral and ionic atoms and molecules.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

7. 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.
8. 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.
9. The teacher helps the student begin to categorize and identify a variety of chemical reaction types.
10. The teacher helps the student understand stoichiometry and develop quantitative relationships in chemistry.
11. The teacher helps the student understand and apply modern atomic, electronic and bonding theories.
12. The teacher helps the student understand ionic and covalent bonding in molecules and predict the formula and structure of stable common molecules.
13. The teacher helps the student understand the quantitative behavior of gases.
14. 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.
15. The teacher helps the student understand molecular kinetic theory and its importance in chemical reactions, solubility, and phase behavior.
16. The teacher helps the student understand the expression of concentration and the behavior and preparation of aqueous solutions.
17. The teacher helps the student understand and predict the properties and reactions of acids and bases.
18. The teacher helps the student understand chemical equilibrium in solutions.
19. The teacher helps the student understand and use chemical kinetics.
20. The teacher helps the student understand and apply principles of chemistry to fields such as earth science, biology, physics, and other applied fields.
21. The teacher helps the student learn the basic organizing principles of organic chemistry.
22. 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.

23. The teacher can prepare dilute solutions at precise concentrations and perform and understand general analytical procedures and tests, both quantitative and qualitative.
24. The teacher can use stoichiometry to predict limiting reactants, product yields and determine empirical and molecular formulas.
25. The teacher can correctly name acids, ions, inorganic and organic compounds, and can predict the formula and structure of stable common compounds.
26. The teacher can identify, categorize and understand common acid-base, organic and biochemical reactions.
27. 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.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, earth and space science teachers must meet Idaho Foundation Standards for Science Teachers. 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 earth and space 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.

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 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 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 sun, moon and earth system and the resulting 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 processes of weathering, erosion, 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 multiple scientific theories of the origin of galaxies, planets, and stars.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 Foundation Standards for Science Teachers AND*
3. *Idaho Standards for Biology Teachers OR*
4. *Idaho Standards for Earth and Space Science Teachers OR*
5. *Idaho Standards for Chemistry Teachers OR*
6. *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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here physics teachers must meet Idaho Foundation Standards for Science Teachers. 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 physics 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 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 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, 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 historical development of models used to explain physical phenomena.

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.

Idaho Foundation Standards for Social Studies Teachers

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. 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 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.*

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, social movements, economic systems, and other factors have on 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 geography affects relationships between people, and environments over time.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

7. 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.

Performance

1. The teacher demonstrates chronological historical thinking
2. The teacher compares and contrasts various governments and cultures in terms of their diversity, commonalities, and interrelationships.
3. The teacher integrates knowledge from the social studies in order to prepare students to live in a world with limited resources, cultural pluralism, and increasing interdependence.
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 the influences that contribute to intellectual, social, and personal development.
2. The teacher understands the impact of student environment on student learning,

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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here Economics teachers must meet Idaho Foundation Standards for Social Studies teachers. 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 Economics 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 basic economic concepts and models (e.g., scarcity, productive resources, voluntary exchange, unemployment, supply and demand credit/debt, market incentives, interest rate, and imports/exports).
2. The teacher understands the functions of money.
3. The teacher understands economic systems and the factors that influence each system (e.g., culture, values, belief systems, environmental and geographic impacts, and technology).
4. The teacher knows different types of economic institutions and how they differ from one another (e.g., business structures, 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 fiscal and monetary policy.

Performance

1. The teacher demonstrates comprehension and analysis of economic principles and concepts.
2. The teacher 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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here Geography teachers must meet Idaho Foundation Standards for Social Studies teachers. 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 Geography 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 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.

Performance

1. The teacher uses past and present events to interpret political, physical, and cultural patterns.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher relates the earth's dynamic physical systems and its 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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here government and civics teachers must meet Idaho Foundation Standards for Social Studies teachers.

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 government and civics 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 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.
3. The teacher understands the organization of local, state, 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 (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 in shaping the United States political system.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

6. The teacher understands the civic responsibilities and rights of all individuals in 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.

Performance

1. The teacher promotes student engagement in civic life, politics, and government.
2. The teacher demonstrates 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 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.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here history teachers must meet Idaho Foundation Standards for Social Studies teachers. 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 history 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 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 compromises and 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

7. The teacher understands the impact of gender, race, ethnicity, religion, and national origin on history.
8. 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.

Performance

1. The teacher makes connections between political, social, cultural, and economic themes and concepts.
2. The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the 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.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

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 the following Idaho Standards:

- 1. Idaho Core Teacher Standards AND*
- 2. Foundation Social Studies Standards AND*
- 3. History Standards OR*
- 4. Government and Civics Standards OR*
- 5. Economics Standards OR*
- 6. Geography Standards*

Idaho Standards for Special Education Generalists

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).

In addition to the standards listed here, special education teachers must meet Idaho Core Teacher Standards and the Idaho Generalist Standards and may meet one of the following, if applicable: (1) Idaho Standards for Teachers of the Blind and Visually Impaired or (2) Idaho Standards for Teachers of the Deaf and Hard of Hearing.

The following knowledge and performance statements for the Special Education 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 the candidate views 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 the theories, history, philosophies, and models that provide the basis for special education practice.
2. The teacher understands concepts of language arts in order to help students develop and successfully apply their skills to many different situations, materials, and ideas.
3. The teacher understands major concepts, procedures, and reasoning processes of mathematics in order to foster student understanding.

Performance

1. The teacher demonstrates the application of theories and research-based educational models in special education practice.

2. The teacher implements best practice instruction across academic and non-academic areas to improve student outcomes.

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 the learning patterns of students with disabilities may differ from the norm.

Performance

1. The teacher uses research-supported instructional strategies and practices (e.g., functional embedded skills approach, community-based instruction, task analysis, multi-sensory strategies, and concrete/manipulative techniques) to provide effective instruction in academic and nonacademic areas for students with disabilities.

• ***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 strategies for accommodating and adapting curriculum and instruction for students with disabilities.
2. The teacher knows the educational implications of exceptional conditions (e.g., sensory, cognitive, communication, physical, behavioral, emotional, and health impairments).
3. The teacher knows how to access information regarding specific student needs and disability-related issues (e.g., medical, support, and service delivery).

Performance

1. The teacher individualizes instruction to support student learning and behavior in various settings.
2. The teacher accesses and uses information about characteristics and appropriate supports and services for students with high and low incidence disabilities and syndromes.

3. The teacher locates, uses, and shares information on special health care needs and on the effects of various medications on the educational, cognitive, physical, social, and emotional behavior of students with disabilities.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Knowledge

1. The teacher understands individualized skills and strategies necessary for positive support of academic success (e.g., comprehension, problem solving, organization, study skills, test taking, and listening)
2. The teacher understands the developmental nature of social skills.
3. The teacher understands that appropriate social skills facilitate positive interactions with peers, family members, educational environments, and the community.
4. The teacher understands characteristics of expressive and receptive communication and the effect this has on designing social and educational interventions.

Performance

1. The teacher demonstrates the ability to teach students with disabilities in a variety of educational settings.
1. The teacher designs, implements, and evaluates instructional programs that enhance a student's participation in the family, the school, and community activities.
2. The teacher advocates for and models the use of appropriate social skills.
3. The teacher provides social skills instruction that enhances student success.
4. The teacher creates an accessible learning environment through the use of assistive technology.
5. The teacher demonstrates the ability to implement strategies that enhance students' expressive and receptive communication.

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 applicable laws, rules, regulations, and procedural safeguards regarding behavior management planning for students with disabilities.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher understands applied behavioral analysis and ethical considerations inherent in behavior management (e.g., positive behavioral supports, functional behavioral assessment, behavior plans).
3. The teacher understands characteristics of behaviors concerning individuals with disabilities (e.g., self-stimulation, aggression, non-compliance, self-injurious behavior).
4. The teacher understands the theories and application of conflict resolution and crisis prevention/intervention.
3. The teacher understands that students with disabilities may require specifically designed strategies for motivation and instruction in socially appropriate behaviors and self-control.

Performance

1. The teacher modifies the learning environment (e.g., schedule, transitions, and physical arrangements) to prevent inappropriate behaviors and enhance appropriate behaviors.
2. The teacher coordinates the implementation of behavior plans with all members of the educational team.
3. The teacher creates an environment that encourages self-advocacy and increased independence.
4. The teacher demonstrates a variety of effective behavior management techniques appropriate to students with disabilities.
5. The teacher designs and implements positive behavior intervention strategies and plans appropriate to the needs of the individual student.

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 characteristics of normal, delayed, and disordered communication and their effect on participation in educational and community environments.
2. The teacher knows strategies and techniques that facilitate communication for students with disabilities.

Performance

1. The teacher uses a variety of verbal and nonverbal communication techniques to assist students with disabilities to participate in educational and community environments.
2. The teacher supports and expands verbal and nonverbal communication skills of students with disabilities.

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 curricular and instructional practices used in the development of academic, social, language, motor, cognitive, and affective skills for students with disabilities.
2. The teacher understands curriculum and instructional practices in self-advocacy and life skills relevant to personal living and participation in school, community, and employment.
3. The teacher understands the general education curriculum and state standards developed for student achievement.

Performance

1. The teacher develops comprehensive, outcome-oriented Individual Education Plans (IEP) in collaboration with IEP team members.
2. The teacher conducts task analysis to determine discrete skills necessary for instruction and to monitor student progress.
3. The teacher evaluates and links the student's skill development to the general education curriculum.
4. The teacher develops and uses procedures for monitoring student progress toward individual learning goals.
5. The teacher uses strategies for facilitating maintenance and generalization of skills across learning environments.
6. The teacher, in collaboration with parents/guardians and other professionals, assists students in planning for transition to post-school settings.
7. The teacher develops opportunities for career exploration and skill development in community-based settings.
8. The teacher designs and implements instructional programs that address independent living skills, vocational skills, and career education for students with disabilities.
9. The teacher considers issues related to integrating students with disabilities into and out of special centers, psychiatric hospitals, and residential treatment centers and uses resources accordingly.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 the legal provisions, regulations, and guidelines regarding assessment of students with disabilities.
2. The teacher knows the instruments and procedures used to assess students for screening, pre-referral interventions, and following referral for special education services.
3. The teacher understands how to assist colleagues in designing adapted assessments.
4. The teacher understands the relationship between assessment and its use for decisions regarding special education service and support delivery.
5. The teacher knows the ethical issues and identification procedures for students with disabilities, including students from culturally and linguistically diverse backgrounds.
6. The teacher knows the appropriate accommodations and adaptations for state and district assessments.

Performance

1. The teacher analyzes assessment information to identify student needs and to plan how to address them in the general education curriculum.
2. The teacher collaborates with families and professionals involved in the assessment of students with disabilities.
3. The teacher gathers background information regarding academic, medical, and social history.
4. The teacher uses assessment information in making instructional decisions and planning individual programs that result in appropriate placement and intervention for all students with disabilities, including those from culturally or linguistically diverse backgrounds.
5. The teacher facilitates and conducts assessments related to secondary transition planning, supports, and services.
6. The teacher participates as a team member in creating the assessment plan that may include ecological inventories, portfolio assessments, functional assessments, and high and low assistive technology needs to accommodate students with disabilities.

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Performance

1. The teacher practices within the Council for Exceptional Children Code of Ethics and other standards and policies of the profession.

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 current federal and state laws pertaining to students with disabilities, including due process rights related to assessment, eligibility, and placement.
2. The teacher understands variations of beliefs, traditions, and values regarding disability across cultures and the effect of these on the relationship among the student, family, and school.
3. The teacher knows the rights and responsibilities of parents/guardians, students, teachers, professionals, and schools as they relate to students with disabilities.
4. The teacher is aware of factors that promote effective communication and collaboration with students, parents/guardians, colleagues, and the community in a culturally responsive manner.
5. The teacher is familiar with the common concerns of parents/guardians of students with disabilities and knows appropriate strategies to work with parents/guardians to deal with these concerns.
6. The teacher knows the roles of students with disabilities, parents/guardians, teachers, peers, related service providers, and other school and community personnel in planning and implementing an individualized program.
7. The teacher knows how to train or access training for paraprofessionals.
8. The teacher knows about services, networks, and organizations for individuals with disabilities and their families, including advocacy and career, vocational, and transition support.

Performance

1. The teacher facilitates communication between the educational team, students, their families, and other caregivers.
2. The teacher trains or accesses training for paraprofessionals.
3. The teacher collaborates with team members to develop effective student schedules.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

4. The teacher communicates the benefits, strengths, and constraints of special education services.
5. The teacher creates a manageable system to maintain all program and legal records for students with disabilities as required by current federal and state laws.
6. The teacher encourages and assists families to become active participants in the educational team (e.g., participating in collaborative decision making, setting instructional goals, and charting progress).
7. The teacher collaborates and consults with the student, the family, peers, regular classroom teachers, related service personnel, and other school and community personnel in integrating students with disabilities into various learning environments.
8. The teacher communicates with regular classroom teachers, peers, the family, the student, administrators, and other school personnel about characteristics and needs of students with disabilities.
9. The teacher participates in the development and implementation of rules and appropriate consequences at the classroom and school wide levels.

Idaho Standards for Teachers of the Blind and Visually Impaired

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).

In addition to the standards listed here, teachers of the blind and visually impaired must meet Idaho Core Teacher Standards.

The following knowledge and performance statements for the Standards for Teachers of the Blind and Visually Impaired 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 the candidate views 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.

The teacher of students with visual impairments is well versed in the foundations for education of the blind and visually impaired, the physiology and functions of the visual system, and the effect of vision impairment has on the instructional program. Further, the teacher collaboratively designs instructional strategies based on the results of specialized assessments.

** 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 historical foundations for the education of children with visual impairments, including the array of service options.
2. The teacher knows the effects of medications on the visual system.

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 the need for students to establish proper posture, communication, self-esteem, and social skills.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher knows the effects of a visual impairment on the student's family and the reciprocal impact on the student's self-esteem.
3. The teacher understands the variations in functional capabilities and the diverse implications that various eye diseases have on growth and development.

Performance

1. The teacher provides students with a means to independently access and re-create materials readily available to the sighted world.
2. The teacher prepares students who have visual impairments to respond to societal attitudes and actions with positive behavior, self-advocacy, and a sense of humor.
3. The teacher designs instructional experiences contingent on student and familial stages of acceptance of the visual impairment.
4. The teacher communicates information from the optometrist/ophthalmologist report to school personnel to confirm the educational implications of the eye condition and to ensure the student's visual strengths are used.

1. 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 knows the effects of a visual impairment on language and communication.
2. The teacher knows the impact of visual disorders on learning and experience.
3. The teacher knows methods for the development of special auditory, tactual, and modified visual communication skills for students with visual impairments (e.g., Braille reading and writing, handwriting for students with low vision and signature writing for blind students, listening and compensatory auditory skills, typing and keyboarding skills, unique technology for individuals with visual impairments, and use of alternatives to nonverbal communication).
4. The teacher understands the terminology related to diseases and disorders of the human visual system and their impact on language, cognitive, spatial concept, and psychosocial development.
5. The teacher knows how to critique and evaluate the strengths and limitations of various types of assistive technologies.
6. The teacher knows a variety of input and output enhancements to computer technologies that address the specific access needs of students with visual impairments in a variety of environments.

7. The teacher knows techniques for modifying instructional methods and materials for students with visual impairments and for assisting classroom teachers in implementing these modifications.
8. The teacher knows methods to acquire special academic skills, including the use of an abacus; the use of a talking calendar; tactile graphics (including maps, charts, tables, etc.); and adapted science equipment.

Performance

1. The teacher teaches, writes, and reads Grade 2 literary Braille and Nemeth codes when necessary (e.g., music, computer, and Braille).
2. The teacher secures specialized materials and equipment in a timely manner.
3. The teacher integrates knowledge of the visual impairment when identifying and infusing low vision devices and strategies into the curriculum, learning environments, and instructional techniques.
4. The teacher integrates ophthalmology, optometry, low vision, and functional vision evaluation information to comprehensively design strategies as part of an IEP.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Knowledge

1. The teacher possesses in-depth knowledge of methods, materials, and assistive technology for providing for the development of auditory, tactual, and communication skills for the visually impaired.
2. The teacher knows how to assist the student in developing visual, auditory, and tactile efficiency as well as pre-cane mobility skills.
3. The teacher knows how to assist the student in developing alternative organizational and study skills.
4. The teacher knows methods for providing adapted physical and recreation skills for individuals who have visual impairments.
5. The teacher knows functional life skills instruction relevant to independent, community, and personal living and to employment for individuals with visual impairments, including methods for accessing printed public information, public transportation, community resources, and acquiring practical skills (e.g., keeping personal records, time management, banking, emergency procedures, etc.).
6. The teacher knows strategies for developing transition plans and career awareness and provides vocational counseling for students who have visual impairments.

Performance

1. The teacher designs, sequences, implements, and evaluates modifications for daily living skills, which provide for independence.
2. The teacher implements integrated learning experiences that are multi-sensory and encourage active participation, self-advocacy, and independence.
3. The teacher integrates knowledge of the visual impairment and developmental progression when designing and implementing communication and social skills instruction.

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 about consumer and professional organizations, journals, networks, and services relevant to the field of visual impairment.
2. The teacher understands the educational implications of federal entitlements and funding, and how this relates to the provision of specialized materials and equipment.
3. The teacher possesses an in-depth knowledge of the variances in the medical, federal, and state definitions of visual impairment, identification criteria, labeling issues, incidence and prevalence figures, and how each component interacts with eligibility determinations for service.
4. The teacher knows specialized policies regarding referral and placement procedures for students with visual impairments.

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 knows the procedures used for screening, pre-referral, referral, and classifications of students with visual impairments, including vision screening methods, functional vision evaluation, and learning media assessment.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher possesses an in-depth knowledge of procedures for adapting and administering assessments for the intervention, referral, and identification of students with a visual impairment.

Performance

1. The teacher conducts alternative as well as functional evaluations of visual, literacy, pre-cane mobility, and educational performance.
2. The teacher uses information obtained through functional, alternative, and standardized assessments to plan, deliver, and modify instructional and environmental factors, including IEP development.

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.

Knowledge

1. The teacher knows strategies for assisting parents/guardians and other professionals in planning appropriate transitions for students who have visual impairments.
2. The teacher knows the roles of paraprofessionals who work directly with students who have visual impairments (e.g., sighted readers, transcribers, aides, etc.) or who provide special materials to them.
3. The teacher knows teacher attitudes, expectations, and behaviors that affect the behaviors of students with visual impairments.

**Idaho Standards for Special Education Teachers of Students
Who Are Deaf and/or Hard of Hearing**

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).

In addition to the standards listed here, teachers of the deaf and hard of hearing must meet Idaho Core Teacher Standards.

The following knowledge and performance statements for the Standards for Teachers of the Deaf and hard of hearing 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 the candidate views 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 the theories, history, philosophies, and models that provide the basis for education of the deaf and/or hard of hearing.
2. The teacher knows the various educational placement options that are consistent with program philosophy and how they impact a deaf and/or hard of hearing student’s cultural identity and linguistic, academic, social, and emotional development.
3. The teacher understands the complex facets regarding issues related to deaf and/or hard of hearing individuals and working with their families (e.g., cultural and medical perspectives).

Performance

1. The teacher uses the tools, models, and strategies appropriate to the needs of students who are deaf and/or hard of hearing.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher communicates the benefits, strengths, and constraints of educating the deaf and/or hard of hearing (e.g., cochlear implants, hearing aids, other amplification usage, sign language systems, use of technologies, and communication modalities).

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 etiology, age of onset, and degree of hearing loss impact a student's language development and ability to learn.
2. The teacher understands that being deaf and/or hard of hearing alone does not necessarily preclude normal academic development, cognitive development, or communication ability.
3. The teacher understands how learning and language development occur and the impact of instructional choices on deaf and/or hard of hearing students so they achieve age appropriate levels of literacy.

Performance

1. The teacher identifies levels of language and literacy development and designs lessons that are appropriate.

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 how hearing loss may impact student development (i.e., sensory, cognitive, communication, physical, behavioral, social, and emotional).
2. The teacher knows the characteristics and impacts of hearing loss, and the subsequent need for alternative modes of communication and/or instructional strategies.
3. The teacher understands the need for accommodation for English language learning for students whose native language is American Sign Language (ASL).
4. The teacher understands that an IEP for deaf/hard of hearing students should consider the following: communication needs and the student and family's preferred mode of communication; linguistic needs; severity of hearing loss and potential for using residual hearing; academic level; and social, emotional, and cultural needs, including opportunities for peer interactions and communication (i.e., Federal Policy Guidance, October 30, 1993).

Performance

1. The teacher uses information concerning hearing loss (i.e., sensory, cognitive, communication, linguistic needs); severity of hearing loss; potential for using residual

hearing; academic level; social, emotional, and cultural needs; and opportunities for adapting instruction and peer interactions and communication.

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 enhance instruction through the use of visual materials and experiential activities to increase outcomes for students who are deaf and/or hard of hearing.

Performance

1. The teacher develops and implements best practices and strategies in relation to the degree of hearing loss to support the needs of the whole child.

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 unique social and emotional needs of students who are deaf and/or hard of hearing and knows strategies to facilitate the development of healthy self-esteem.
2. The teacher understands that deaf cultural factors, communication challenges, and family influences impact classroom management of students.
3. The teacher understands the role of and the relationship among the teacher, interpreter, and student.

Performance

1. The teacher designs a classroom environment to maximize opportunities for students' visual and/or auditory learning.
2. The teacher plans and implements instruction for students who are deaf and/or hard of hearing and have multiple disabilities.
3. The teacher prepares students for the appropriate use of interpreters.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

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• **Knowledge**

1. The teacher understands the role of the interpreter and the use and maintenance of assistive devices.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher knows resources, materials, and techniques relevant to communication choices (e.g., total communication, cued speech, ASL, aural/oral, hearing aids, cochlear implants, augmentative and assistive equipment, FM systems, and closed captioning).

- **Performance**

1. The teacher uses resources, materials, and techniques that promote effective instruction for students who are deaf and/or hard of hearing (e.g., total communication, cued speech, ASL, aural/oral, hearing aids, cochlear implants, augmentative and assistive equipment, FM systems, and closed captioning).
2. The teacher maintains a learning environment that facilitates the services of the interpreter, note taker, and other support personnel, and other accommodations.
3. The teacher enables students to use support personnel and assistive technology.

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.

- **Knowledge**

1. The teacher knows specialized terminology used in the assessment of students who are deaf and/or hard of hearing.
2. The teacher knows the appropriate accommodations for the particular degree of hearing loss
3. The teacher understands the components of an adequate evaluation for eligibility, placement, and program planning decisions for students (e.g., interpreters and special tests).

Performance

1. The teacher participates in the design of appropriate assessment tools that use the natural, native, or preferred language of the student who is deaf and/or hard of hearing.
2. The teacher gathers and analyzes communication samples to determine nonverbal and linguistic skills of students who are deaf and/or hard of hearing as a function of appropriate academic assessment.

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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 the roles and responsibilities of teachers and support personnel in educational practice for deaf and/or hard of hearing students (e.g., educational interpreters, class teachers, transliterators, tutors, note takers, and audiologist).
2. The teacher knows resources available to help parents/guardians deal with concerns regarding educational options and communication modes/philosophies for deaf/hard of hearing children.
3. The teacher understands the effects of communication on the development of family relationships and knows strategies to facilitate communication with students who are deaf and/or hard of hearing students.
4. The teacher knows the services provided by individuals and by governmental and non-governmental agencies in the ongoing management of students who are deaf and/or hard of hearing.

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- **Performance**

1. The teacher facilitates the coordination of support personnel (e.g., interpreters and transliterators) to meet the communication needs of students who are deaf and/or hard of hearing.

Teacher Leader Standards

Standard 1: Understanding Adults as Learners to Support Professional Learning Communities - The teacher leader understands how adults acquire and apply knowledge and uses this information to promote a culture of shared accountability for school outcomes that maximizes teacher effectiveness, promotes collaboration, enlists colleagues to be part of a leadership team, and drives continuous improvement in instruction and student learning.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. The differences in knowledge acquisition and transfer for children and adults
2. Stages of career development and learning for colleagues and application of the concepts of adult learning to the design and implementation of professional development
3. Effective use of individual interactions, structures and processes for collaborative work including networking, facilitation, team building, and conflict resolution
4. Effective listening, oral communication, presentation skills, and expression in written communication
5. Research and exemplary practice on “organizational change and innovation”
6. The process of development of group goals and objectives

Performance: The teacher leader. . .

1. Demonstrates knowledge and skills for high quality professional learning for individuals as well as groups and assesses teachers’ content knowledge and skills throughout professional learning
2. Improves colleagues’ acquisition and application of knowledge and skills
3. Fosters mutually respectful and productive relationships among colleagues and guides purposeful collaborative interactions, inclusive of team members’ ideas and perspectives
4. Uses effective communication skills and processes
5. Demonstrates the ability to adapt to the contextual situation and make effective decisions, demonstrates knowledge of the role of creativity, innovation, and flexibility in the change process
6. Facilitates development of a responsive culture with shared vision, values, and responsibility and promotes team-based responsibility for assessing and advancing the effectiveness of practice

Standard 2: Accessing and Using Research to Improve Practice and Student Achievement - The teacher leader understands how educational research is used to create new knowledge, promote specific policies and practices, improve instructional practice and make inquiry a critical component in teacher learning and school redesign; and uses this knowledge to model

and facilitate colleagues' use of appropriate research-based strategies and data-driven action plans.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. Action research methodology
2. Analysis of research data and development of a data-driven action plan that reflects relevance and rigor
3. Implementation strategies for research-based change and for dissemination of findings for programmatic changes

Performance: The teacher leader. . .

1. Models and facilitates relevant and targeted action research and engages colleagues in identifying research questions, designing and conducting action research to improve educational outcomes
2. Models and facilitates analysis and application of research findings for informed decision making to improve educational outcomes with a focus on increased productivity, effectiveness and accountability
3. Assists with application and supports dissemination of action research findings to improve educational outcomes

Standard 3: Promoting Professional Learning for Continuous Improvement - The teacher leader understands the constantly evolving nature of teaching and learning, new and emerging technologies and changing community demographics; and uses this knowledge to promote and facilitate structured and job-embedded professional learning initiatives aligned to school improvement goals.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. The standards of high quality professional development and their relevance to improved learning
2. Effective use of professional development needs assessment, designs, protocols, and evaluation tools; selection and evaluation of resources appropriate to the identified need(s) along the professional career continuum.
3. The role of 21st century skills and technologies in educational practice
4. The role of shifting cultural demographics in educational practice

Performance: The teacher leader. . .

1. Accurately identifies the professional development needs and opportunities for colleagues in the service of improving education
2. Works with staff and staff developers to design and implement ongoing professional learning based on assessed teacher and student needs and involves colleagues in development and

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

implementation of a coherent, systemic, and integrated approach to professional development aligned with school improvement goals

3. Utilizes and facilitates the use of technology, statewide student management system, and media literacy as appropriate
4. Continually assesses the effectiveness of professional development activities and adjusts appropriately

Standard 4: Facilitating Improvements in Instruction and Student Learning - The teacher leader demonstrates a deep understanding of the teaching and learning process and uses this knowledge to advance the professional skills of colleagues by being a continuous learner, modeling reflective practice based on student results, and working collaboratively with colleagues to ensure instructional practices are aligned to a shared vision, mission and goal.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. Research-based curriculum, instruction, and assessment and their alignment with desired outcomes
2. The Framework for Teaching, effective observation and strategies for providing instructional feedback
3. Role and use of critical reflection in improving professional practice

Performance: The teacher leader. . .

1. Recognizes, analyzes, and works toward improving the quality of colleagues' professional and instructional practices
2. Based upon the Framework for Teaching, has proof of proficiency in recognizing effective teaching and uses effective observation techniques to identify opportunities to improve curriculum, instruction, and assessment
3. Provides observational feedback that demonstrates the intent to improve curriculum, instruction, and assessment
4. Develops, leads and promotes a culture of self-reflection and reflective dialogue

Standard 5: Using Assessments and Data for School and District Improvement - The teacher leader is knowledgeable about current research on assessment methods, designing and/or selecting effective formative and summative assessment practices and use of assessment data to make informed decisions that improve student learning; and uses this knowledge to promote appropriate strategies that support continuous and sustainable organizational improvement.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. Design and selection of suitable evaluation instruments and effective assessment practices for a range of purposes
2. Use of formative and summative data to inform the continuous improvement process

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. Analysis and interpretation of data from multiple sources

Performance: The teacher leader. . .

1. Informs and facilitates colleagues' selection or design of suitable evaluation instruments to generate data that will inform instructional improvement
2. Models use of formative and summative data to inform the continuous improvement process
3. Informs and facilitates colleagues' interpretation of data and application of findings from multiple sources (e.g., standardized assessments, demographics and other

Standard 6: Improving Outreach and Collaboration with Families and Community - The teacher leader understands that families, cultures and communities have a significant impact on educational processes and student achievement and uses this knowledge to promote frequent and more effective outreach with families, community members, business and community leaders and other stakeholders in the education system.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. Child development and conditions in the home, culture and community and their influence on educational processes
2. Contextual considerations of the family, school, and community and their interaction with educational processes
3. Effective strategies for involvement of families and other stakeholders as part of a responsive culture

Performance: The teacher leader. . .

1. Develops colleagues' abilities to form effective relationships with families and other stakeholders
2. Recognizes, responds and adapts to contextual considerations to create effective interactions among families, communities, and schools
3. Improves educational outcomes by promoting effective interaction and involvement of teachers, families, and stakeholders in the educational process

Standard 7: Advocating for Student Learning and the Profession - The teacher leader understands how educational policy is made at the local, state and national level as well as the roles of school leaders, boards of education, legislators and other stakeholders in formulating those policies; and uses this knowledge to advocate for student needs and for practices that support effective teaching and increase student learning and to serve as an individual of influence and respect within the school, community and profession.

Knowledge: The teacher leader demonstrates knowledge of. . .

1. Effective identification and interpretation of data, research findings, and exemplary practices

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

2. Alignment of opportunities with identified needs and how to synthesize information to support a proposal for educational improvement
3. Local, state and national policy decisions and their influence on instruction
4. The process to impact policy and to advocate on behalf of students and the community

Performance: The teacher leader...

1. Identifies and evaluates needs and opportunities
2. Generates ideas to effectively address solutions/needs
3. Analyzes feasibility of potential solutions and relevant policy context
4. Advocates effectively and responsibly to relevant audiences for realization of opportunities

- **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 and 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 understands the history and foundation of arts education.
2. The teacher 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.
4. The teacher understands how to interpret, critique, and assess the arts discipline being taught.
5. The teacher understands the cultural and historical contexts surrounding works of art.
6. The teacher understands that the arts communicate, challenge, and influence cultural and societal values.
7. The teacher understands the aesthetic purposes of the arts and that arts involve a variety of perspectives and viewpoints (e.g., formalist, feminist, social, and political).
8. 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 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.

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.

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

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 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 techniques to communicate character and to honor the playwright’s intent.
2. The teacher supports individual interpretation of character, design, and other elements inherent to theater.
3. The teacher demonstrates proficiency in all aspects of technical theatre.

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 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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

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

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 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.

Performance

1. The teacher 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

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 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 understands a variety of media, styles, and techniques in multiple art forms.
2. The teacher has knowledge of individual artists’ styles and understands the historical movements and cultural contexts of those works.
3. The teacher understands the elements and principles of art and how they relate to quality in works of art.
4. The teacher understands art vocabulary, its relevance to art interpretation, its relationship to other art forms and to disciplines across the curriculum.
5. 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.
6. The teacher understands the value of visual art as an expression of our culture and possible career choices.

Performance

1. The teacher applies a variety of media, styles, and techniques in multiple art forms.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher instructs students in individual artist styles and understands historical movements and cultural context of the those work
3. The teacher applies the elements and principles of art and how they relate to quality in works of art.
4. The teacher applies art vocabulary, its relevance to art interpretation, and relationship to other art forms and to disciplines across the curriculum
5. The teacher demonstrates how to use the creative process (brainstorm, research, rough sketch, final product) and how to write an artist statement.
6. The teacher creates an emotionally safe environment for individual interpretation and expression in the visual arts.
7. The teacher makes reasoned and insightful selections of works of art to support teaching goals.
8. The teacher provides opportunities for students to collect work over time (portfolio) to reflect on their progress, and to exhibit their work.
9. 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.

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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 ~~Foreign Language~~ World Languages Teachers

All teacher candidates are expected to meet or exceed 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 ~~Foreign~~ World Languages 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 assures attainment of the standards and 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 the candidate views 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 disciplines taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1. 1. The teacher knows the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for listening, speaking, reading, and writing.
 - 1.2. The teacher knows ~~of~~ the target language ~~and understands~~ the culture(s) in which the language is used.
2. 3. The teacher understands key linguistic structures particular to the target language and demonstrates the way(s) in which they compare to English communication patterns.
3. 4. The teacher knows the history, arts, and literature of the target culture(s).
4. 5. The teacher knows the current social, political, and economic realities of the countries related to the target language.
5. ~~The teacher knows the commonly held stereotypes of the target culture(s).~~
6. 6. The teacher understands how the U.S. culture perceives the target language and culture(s). understands the impact of the target language and culture(s) on American society.
7. 7. The teacher understands how the U.S. is perceived by the target language culture(s).

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

8. ~~8. The teacher understands the stereotypes held by both the U.S. and target cultures and the impacts of those beliefs. knows the similarities and differences between the students' language and culture(s) and the target language and culture(s), including commonly held stereotypes of the target culture(s).~~
9. ~~9. The teacher demonstrate knowledge of~~ understands the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for listening, speaking, reading, writing, and culture.

Performance

1. The teacher demonstrates advanced level speaking, reading and writing proficiencies as defined in the ACTFL Proficiency Guidelines established by the American Council on the Teaching of Foreign Languages.
2. The teacher incorporates into instruction the following activities in the target language: listening, speaking, reading, writing, and culture ~~into instruction.~~
3. The teacher promotes articulates the value and benefits of foreign world language learning to students, educators, and the community.
4. The teacher uses the target language extensively in formal, informal, and conversational contexts and provides opportunities for ~~encourages~~ the students to do so.
5. The teacher provides opportunities to communicate in the target language in meaningful, purposeful activities that simulate real-life situations.
6. The teacher systematically incorporates culture into instruction.
7. The teacher incorporates discussions of the target culture's contributions to the students' culture and vice-versa.
8. The teacher encourages students to understand that culture and language are intrinsically tied.
9. ~~The teacher makes generous use of cognates and expressions common to English and the foreign language when those comparisons will further the students' understanding and fluency.~~

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 that the process of second language acquisition includes the interrelated skills of listening, speaking, reading, and writing.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher understands that ~~the development of~~ cultural knowledge is essential for the development of second language acquisition.
3. The teacher understands the skills necessary ~~understands~~ of how to create an instructional environment that encourages students to take the risks needed ~~necessary~~ for successful language learning.
4. The teacher knows the methodologies and theories specific to second language acquisition.
5. The teacher knows university/college expectations of world languages and the life-long benefits of second-language learning.

Performance

1. The teacher uses a variety of instructional strategies that incorporate culture, listening, reading, writing and speaking in the target language.
2. The teacher integrates cultural knowledge into language instruction.
3. ~~4-~~ The teacher builds on the language learning strengths of students rather than focusing on their weaknesses.
4. The teacher uses cognates, expressions, and other colloquial techniques common to English and the target language to help further the students' understanding and fluency.
5. The teacher explains the world language entrance and graduation requirements at national colleges/universities and the general benefits of second language learning.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.

Knowledge

1. The teacher understands that gender, age, socioeconomic background, ethnicity, sexual orientation, religious beliefs and other factors play a role in how individuals perceive and relate to their own culture and that of others.
2. The teacher understands that students' diverse learning styles affect the process of second-language acquisition.

Performance

1. The teacher plans learning activities that enable students to grasp the significance of language and cultural similarities and differences.
2. The teacher differentiates instruction to incorporate the diverse needs of the students' cognitive, emotional and psychological learning styles.

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 understands that world foreign languages methodologies continues to change in response to emerging research.
2. The teacher understands instructional practices that balances content-focused and form-focused learning.
3. The teacher knows instructional strategies that foster higher-level thinking skills such as critical-thinking and problem solving.

Performance

1. The teacher uses a variety of instructional strategies based on current research to enhance students' understanding of the target language and culture.
2. The teacher remains current in second-language pedagogy by means of attending conferences, maintaining memberships in professional organizations, reading professional journals, and/or on-site and on-line professional development opportunities.
3. The teacher incorporates a variety of instructional tools such as technology, local experts, and on-line resources to encourage higher-level thinking skills.

Standard 5: Classroom Motivation and Management Skills - 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 that, due to the nature of second-language acquisition, students need additional instruction in positive group/pair work and focused practice.
2. The teacher knows current practices of classroom management techniques that successfully allow for a variety of activities, such as listening and speaking, that take place in a world language classroom.

Performance

1. The teacher implements classroom management techniques that use current research-based practices to facilitate group/pair interactions and maintain a positive flow of instruction.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Knowledge

1. The teacher understands of the extension and broadening of previously gained knowledge in order to communicate clearly in the target language.

Performance

1. The teacher uses a variety of techniques to foster fluency within the target language such as dialogues, songs, open-ended inquiry, non-verbal techniques, guided questions, modeling, role-playing, and storytelling.

Standard 7: Instructional Planning Skills -The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

1. The teacher understands how to incorporate the ACTFL Standards for Foreign Language Learning of communication, cultures, connections, comparisons, and communities into instructional planning.
2. The teacher knows how to design lesson plans, based on ACTFL Standards, research-based practices and a variety of proficiency guidelines, that enhance student understanding of the target language and culture.
3. The teacher knows how to design lesson plans that incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.

Performance

1. The teacher incorporates the ACTFL Standards for Foreign Language Learning of communication, cultures, connections, comparisons, and communities into instructional planning.
2. The teacher designs lesson plans based on ACTFL Standards, research-based practices, and a variety of proficiency guidelines, which enhance student understanding of the target language and culture.
3. The teacher designs lesson plans which incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.

Standard 8: Assessment of Student Learning -The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

1. The teacher understands the ACTFL Proficiency Guidelines for listening, speaking, reading, and writing, ~~and culture.~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The teacher has the skills to assess proficiency in listening, speaking, reading, writing and culture, which is based on a continuum.
3. The teacher understands the importance of assessing the content and the form of communication.

Performance

1. The teacher motivates the students to reach level-appropriate proficiency based on ACTFL Proficiency Guidelines for listening, speaking, reading, writing, and culture.
2. The teacher employs a variety of ways of ~~to assessing the five language skill areas~~ listening, speaking, reading, writing, and culture, using both formative and summative assessments.
3. The teacher constructs and uses a variety of formal and informal assessment techniques, including tests in the primary and target languages, to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.
4. The teacher appropriately assesses for both the content and form of communication.

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.

Knowledge

1. The teacher knows about career and other life-enriching opportunities available to students proficient in a ~~foreign~~ world languages.
2. The teacher ~~is~~ knows how to provide ~~aware of~~ opportunities for students and teachers to communicate with native speakers.
3. The teacher is able to communicate to the students, parents, and community members the amount of time and energy needed for students to be successful in acquiring a second language.
4. The teacher understands the effects of second language study on first language.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Performance

1. ~~The teacher informs students of career and other opportunities available to students proficient in a foreign world languages.~~
2. The teacher informs students and the broader community of career opportunities and personal enrichment that proficiency in a second language provides in the United States and beyond its borders.
3. The teacher provides opportunities for students to communicate with native speakers of the target language in person or via technology.
4. The teacher encourages students to participate in community experiences related to the target culture.
5. The teacher communicates to the students, parents, and community members the amount of time and energy needed for students to be successful in acquiring a second language.

Glossary or Terms

ACTFL Proficiency Guidelines – a nationally developed and agreed upon set of descriptions of what individuals can do with language in terms of speaking, writing, listening, and reading in real-world situations in a spontaneous and non-rehearsed context. For each skill, these guidelines identify five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The major levels Advanced, Intermediate, and Novice are subdivided into High, Mid, and Low sublevels. The levels of the ACTFL Guidelines describe the continuum of proficiency from that of the highly articulate, well-educated language user to a level of little or no functional ability. These Guidelines present the levels of proficiency as ranges, and describe what an individual can and cannot do with language at each level, regardless of where, when, or how the language was acquired.

http://www.actfl.org/files/public/ACTFLProficiencyGuidelines2012_FINAL.pdf

American Council of Teachers of Foreign Languages (ACTFL) – an organization for world language professionals of K-12 and higher education

Content-Based Instruction (CBI) – a method of teaching language where content is a means to language acquisition, and supports proficiency with challenging, informative, and complex communication

Critical thinking – an intellectually disciplined process of actively and skillfully applying, analyzing, synthesizing, and or evaluating information, which in its exemplary form transcends subject matter disciplines

Form-Focused Instruction (FFI) - attention to the formal aspects of language (grammar, spelling, intonation, etc.) and is a cognitive approach to language learning which holds that second language proficiency resides in both rule-based and exemplar-based knowledge. Rule-based knowledge consists of linguistic rules and is form-oriented, whereas the exemplar-based system consists of chunks of language: instances of language that are unanalysed and stored as a whole in our memories.

Scaffolding - a process that enables a student to solve a problem, carry out a task, or achieve a goal which otherwise would be beyond his or her unassisted efforts including instructional, procedural, and verbal techniques. See Zone of Proximal Development (ZPD)

Zone of Proximal Development (ZPD) - the distance or cognitive gap between what a learner can do without assistance and what that learner can do with a more capable peer or skilled adult, a locus for scaffolding

Other Teacher Endorsement Areas

Several teacher endorsement areas were not individually addressed in the current standards (refer to list below), given the small number of courses offered in these specific areas.

To be recommended for endorsement in these content areas, a candidate must meet the Idaho Core Teacher Standards and any current standards of their professional organization(s).

Content/Endorsement Areas

- Humanities *
- Psychology
- Sociology

* *The Idaho Standards for the Initial Certification of Teachers address content areas traditionally categorized as humanities requirements for students (e.g. music, drama, art, foreign language).*

Idaho Foundation Standards for School Administrators

All School Administrators, including Principals, Special Education Directors, and Superintendents, must meet the following Idaho Foundation Standards for School Administrators and the standards specific to their certification area at the “acceptable” level or above.

The following knowledge and performance statements for the Foundation Standards for School Administrators are widely recognized, but not all-encompassing or absolute, indicators that School Administrator candidates have met the standards. It is the responsibility of preparation programs 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 Administrator’s profession is their disposition. Professional dispositions are how the Administrator views the education profession, their content area, and/or students and their learning. Every preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for Administrator dispositions.

** This language was written by a committee of content experts and has been adopted verbatim.*

• ***Standard 1: Visionary and Strategic Leadership - A school administrator is an educational leader who promotes the success of each students and staff member by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.***

• **Knowledge**

1. The administrator understands that each student can learn and that varied and data-informed learning goals are an important part of the process.
2. The administrator understands the principles of developing and implementing strategic plans.
3. The administrator understands systems theory and its application to educational settings.
4. The administrator knows effective individual and group communication skills.
5. The administrator knows group leadership and decision-making skills.
6. The administrator knows team-building, coaching, mediation, negotiation, and consensus-building skills.

Performance

1. The administrator facilitates processes and engages in activities that create a shared vision and mission with all stakeholders.
2. The administrator uses effective individual and group communication skills.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The administrator engages others to ensure that a clearly articulated strategic plan is implemented, monitored, evaluated, and revised.
4. The administrator acknowledges the contributions of the school community to the realizations of the vision and mission.
5. The administrator seeks and allocates resources to support the strategic plan.
6. The administrator models professional growth, and supports the professional growth of the community of learners.
7. The administrator makes decisions through the application of systems theory.
8. The administrator uses varied sources of information, data collection, and data analysis strategies for the purpose of planning school improvement and increasing student achievement.
9. The administrator demonstrates and encourages strategies to facilitate the improved learning of each student.
10. The administrator ensures that each student is educated in an appropriate and the least restrictive learning environment.
11. The administrator practices team building, coaching, mediation, negotiation, and consensus building.

Standard 2: Instructional Leadership - The school administrator is an educational leader who promotes the success of each student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

Knowledge

1. The administrator understands how to enhance school culture and instructional programs through research, best practice, and curriculum design.
2. The administrator knows how to develop and implement a standards-based curriculum that aligns with assessment.
3. The administrator understands the principles of effective instruction, differentiated instruction, learning theories, motivation strategies, and positive classroom management.
4. The administrator understands student growth and development.
5. The administrator understands the effective use of assessment and evaluation.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

6. The administrator understands adult learning and professional development.
7. The administrator understands the change process for systems, organizations, and individuals.
8. The administrator knows how to effectively use instructional supervision, evaluation, and due process.
9. The administrator understands community diversity and its influence on education.
10. The administrator understands the essential role of technology in education.
11. The administrator understands how to develop, implement, and evaluate co-curricular and extracurricular programs that enhance student growth and character development.

• **Performance**

1. The school administrator oversees the development, implementation, evaluation, and refinement of curriculum and assessment based on research, best practice, teacher expertise, student and community needs, and state and national curriculum standards.
2. The administrator promotes a culture of high expectations and life-long learning for self, students, and staff.
3. The administrator promotes a school environment in which the responsibilities and contributions of students, parents/guardians, and staff members are valued.
4. The administrator promotes effective and innovative research-based instructional strategies.
5. The administrator researches a variety of information sources to make decisions that organize and align the school for success.
6. The administrator reduces barriers through proactive identification, clarification, and resolution of problems.
7. The administrator uses data to monitor student achievement.
8. The administrator supervises, evaluates, and assists teachers.
9. The administrator creates a learning environment that recognizes diversity.
10. The administrator uses and promotes technology to advance student learning, accommodate student needs, professional development, and overall school success.
11. The administrator participates in professional organizations.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

12. The administrator promotes instructional goals and objectives that integrate academic, co-curricular, and extracurricular programs.

Standard 3: Management and Organizational Leadership - A school administrator is an educational leader who promotes and manages a safe, efficient, and effective learning organization for the success of each student.

- **Knowledge**

1. The administrator understands organizational theories.
2. The administrator understands operational policies and procedures.
3. The administrator knows school safety and security principles and issues.
4. The administrator understands human resources management.
5. The administrator knows sound fiscal operations principles and issues.
6. The administrator knows school facilities and use of space principles and issues.
7. The administrator understands legal issues impacting personnel, management, and operations.
8. The administrator understands current technologies that effectively support management functions.
9. The administrator understands principles and procedures of problem solving, conflict resolution, and group processes.

Performance

1. The administrator uses knowledge of learning, teaching, and student development in making management decisions based on current, valid research.
2. The administrator designs and manages operational and organizational procedures to maximize opportunities for successful learning.
3. The administrator uses and actively promotes problem-solving and conflict management skills and strategies that foster positive educational outcomes.
4. The administrator uses knowledge of collective bargaining and other contractual agreements.
5. The administrator implements and monitors high-quality standards related to management performances.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

6. The administrator manages the operations school facilities, equipment, and support services to provide an environment conducive to learning.
7. The administrator involves stakeholders in shared decision-making.
8. The administrator recognizes potential problems and opportunities and acts on them in a timely manner.
9. The administrator uses effective communication skills.
10. The administrator aligns all resources, using appropriate technology available to maximize attainment of school and organizational goals.
11. The administrator implements records management that meets confidentiality and documentation requirements.
12. The administrator facilitates recruitment, mentoring, coaching, supervision, and evaluation of personnel to accomplish goals of the school and district.

Standard 4: Family and Community Partnerships - A school administrator is an educational leader who promotes the success of each student by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

Knowledge

1. The administrator understands emerging issues and trends impacting families, school, and community.
2. The administrator knows resources available in the community.
3. The administrator understands public relations, successful partnerships, and marketing strategies.

• **Performance**

1. The administrator develops relationships with community leaders through visibility and involvement within the larger community.
2. The administrator uses relevant information about family and community concerns, expectations, and needs.
3. The administrator facilitates opportunities between the school and community to share resources.
4. The administrator establishes partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school goals.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. The administrator integrates community and youth/family services with school programs.
6. The administrator facilitates activities that recognize and value diversity within the family, community, school, and district.
7. The administrator develops and maintains a comprehensive network of community and media connections.
8. The administrator models and supports the use of collaborative skills.

Standard 5: Professional and Ethical Leadership - The school administrator is a professional, who demonstrates personal and professional values, ethics, and integrity.

Knowledge

1. The administrator understands the purposes of education.
2. The administrator understands the roles of leadership.
3. The administrator understands ethical frameworks and perspectives.
4. The administrator understands the diverse values of a community.
5. The administrator knows the Idaho Professional Code of Ethics and the Idaho Administrators Code of Conduct.

Performance

1. The administrator behaves in a manner consistent with the values, beliefs, and attitudes that inspire others to higher levels of performance.
2. The administrator demonstrates responsibility for the learning of each student.
3. The administrator demonstrates sensitivity regarding the impact of administrative practices on others.
4. The administrator demonstrates appreciation for and sensitivity to the diversity in the school community.
5. The administrator adheres to the Idaho Professional Code of Ethics and the Idaho Administrators Code of Conduct.
6. The administrator requires ethical, professional behavior in others.
7. The administrator interacts with all individuals with consistency, fairness, dignity, and respect.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

8. The administrator implements appropriate policies and facilitates procedures to protect individual rights.

Standard 6: Governance and Legal Leadership - A school administrator is an educational leader who promotes the success of each student by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.

Knowledge

1. The administrator understands the role of public education in developing and renewing a democratic society and an economically productive nation.
2. The administrator knows principles of representative governance that underpin the system of American education.
3. The administrator understands the political, social, cultural, and economic systems and processes that support and impact education.
4. The administrator understands effective models and strategies of leadership as applied to the larger political, social, cultural, and economic contexts of education.
5. The administrator understands global issues affecting teaching and learning.
6. The administrator understands the dynamics of policy development and advocacy under a democratic political system.
7. The administrator understands the importance of diversity and equity in a democratic society.
8. The administrator knows the law as related to education.
9. The administrator understands the impact of education on personal and professional opportunities, social mobility, and a democratic society.

Performance

1. The administrator facilitates and engages in activities to shape public policy in order to enhance education.
2. The administrator facilitates communication with the school community concerning trends, issues, and potential forces affecting education.
3. The administrator engages representatives of diverse community groups in ongoing dialogue.
4. The administrator develops lines of communication with decision-makers outside of the school community.
5. The administrator facilitates a governance system to meet local needs within the framework of policies, laws, and regulations enacted by local, state, and federal authorities.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

6. The administrator adheres to the law and district policies.
7. The administrator implements appropriate policies and facilitates to protect student rights and improve student opportunities for success.

Idaho Standards for School Superintendents

In addition to the standards listed here, school superintendents must meet Idaho Foundation Standards for School Administrators.

** This language was written by a committee of content experts and has been adopted verbatim.*

Standard 1: Superintendent Leadership - The superintendent is the catalyst and the advocate for an effective school community; demonstrates an enhanced knowledge, thorough understanding, and performance within all six standards listed in the Idaho Foundation Standards for School Administrators; and is prepared to lead a school system with increasing organizational complexity.

Knowledge

1. The superintendent understands the dynamics of systemic change within school districts.
2. The superintendent understands the importance of questioning, innovation, and innovative thinking in order to create new educational cultures and maximize system efficiency, effectiveness, and accountability.
3. The superintendent knows the breadth of P-12 curriculum and instructional programs.
4. The superintendent knows the importance of planning, maintaining, and budgeting for adequate school facilities, personnel, support services, and effective instructional programs.
5. The superintendent understands how to facilitate processes and activities to establish and maintain an effective and efficient governance structure for school districts.
6. The superintendent knows the role of local, regional, state, national and international partnerships in the development of educational opportunities and support services for students.
7. The superintendent understands the district's role in and responsibility for employee induction, career development, and enhancement.
8. The superintendent understands the organizational complexity of school districts.
9. The superintendent understands the dynamics of collective bargaining, mediation, arbitration, and contract management..
10. The superintendent knows the importance of district-wide policy development and effective implementation.

Performance

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

1. The superintendent promotes district-wide innovation and change through the application of a systems approach.
2. The superintendent accepts responsibility and promotes strategies for continuous reassessment and improved performance for each student, school, and the district as a whole.
3. The superintendent accepts responsibility for planning, maintaining, and budgeting for adequate school facilities, personnel, support services, and effective instructional programs.
4. The superintendent facilitates processes and engages in activities to promote an effective and efficient governance structure for school districts.
5. The superintendent fosters, creates, and sustains local, regional, state, national, and international partnerships as needed to enhance the opportunities for all learners.
6. The superintendent creates a system by which all employees have opportunities to seek career development and enhancement.
7. The superintendent advises the board of trustees on legal, ethical, and current educational issues.
8. The superintendent works effectively within the organizational complexity of school districts.
9. The superintendent develops and monitors the system for policy development and implementation in all facets of district operations.

Idaho Standards for Special Education Directors

In addition to the standards listed here, special education directors must meet Idaho Foundation Standards for School Administrators.

** This language was written by a committee of content experts and has been adopted verbatim.*

• **Standard 1: Visionary and Strategic Leadership** *A school administrator is an educational leader who promotes the success of each student and staff member by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.*

Knowledge

1. The special education director understands the concept and best practices of least restrictive environment.
2. The special education director understands the importance of post-school outcomes and articulates a full range of services and supports for students with disabilities ages three to twenty-one to maximize their potential.
3. The special education director understands the importance of collaboration to provide general education interventions.

Performance

1. The special education director collaborates with community, staff, and students to explain and implement the concepts and goals of best practice in the least restrictive environment.
2. The special education director participates in district planning processes.

Standard 2: Instructional Leadership *The school administrator is an educational leader who promotes the success of each student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.*

Knowledge

1. The special education director knows instructional and behavioral strategies for meeting the needs of special populations.
2. The special education director knows how to plan, write, implement, and access Individual Education Programs.
3. The special education director understands the role of assistive and adaptive technology and related services in instruction.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

4. The special education director understands community-based instruction and experiences for students.
5. The special education director understands how to use data to determine instructional needs and to develop professional training to meet those needs.

- **Performance**

1. The special education director serves as a resource for staff and administration concerning instructional and behavioral strategies for meeting the needs of special populations as well as allocating appropriate resources.
2. The special education director ensures that data is used to provide appropriate individualized educational programs and supports, and develops and implements services in school and community environments.
3. The special education director ensures the fulfillment of federal and state requirements related to the instruction of special populations.

Standard 3: Management and Organizational Leadership - A school administrator is an educational leader who promotes and manages a safe, efficient, and effective learning organization for the success of each student.

- **Knowledge**

1. The special education director knows about instruction, school activities, and environments to increase program accessibility for students with special needs.
2. The special education director understands the special education processes and procedures required by federal and state laws and regulations and by school district policies.
3. The special education director understands how to advocate for and access resources to meet the needs of staff, students, and parents and to facilitate their effective participation.
4. The special education director understands the use of technology in referral processes, IEP development, and records management.

- **Performance**

1. The special education director advocates for and implements instruction, activities, and school environments that are accessible to special populations.
2. The special education director implements the special education processes and procedures required by federal, state and school district policies.
3. The special education director advocates for, seeks, and directs resources to meet staff, student and parent needs.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Standard 4: Family and Community Partnerships - A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

Standard 5: Professional and Ethical Leadership - The school administrator is a professional, who demonstrates personal and professional values, ethics, and integrity.

Standard 6: Governance and Legal Leadership - A school administrator is an educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.

Idaho Standards for School Counselors

The purpose of the standards for school counselors is to promote and enhance the learning process. To that end, the school counselor standards facilitate school counselor performance in three broad domains: Academic/Technical Development, Career Development, and Personal/Social Development.

The following knowledge and performance statements for the School Counselors Standards are widely recognized, but not all-encompassing or absolute, indicators that School Counselors have met the standards. It is the responsibility of preparation programs 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 Counselor's profession is their disposition. Professional dispositions are how the School Counselor views the education profession, their content area, and/or students and their learning. Every preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Counselor dispositions.

** This language was written by a committee of content experts and has been adopted verbatim.*

• ***Standard 1: Standards of Practices - The school counselor understands the history and foundations of the counseling profession; various counseling theories and techniques; cultural sensitivity; advocacy of public policy applicable to services for students and their families; professional ethics and legal standards and requirements; and continued professional development.***

• **Knowledge**

1. The school counselor understands the Idaho Comprehensive School Counseling Program Model.
2. The school counselor understands the history and foundations of school counseling and related fields.
3. The school counselor understands a variety of counseling theories and techniques.
4. The school counselor understands the dynamics of cultural diversity.
5. The school counselor knows the importance of advocacy.
6. The school counselor knows the appropriate ethical and legal standards and requirements.
7. The school counselor knows the importance of continued professional development.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

8. The school counselor knows how to access community resources and professionals to aid students and their families.

- **Performance**

1. The school counselor uses appropriate individual and group counseling skills in each domain, (i.e., academic/technical development, career development, and personal/social development).
2. The school counselor uses appropriate intervention strategies.
3. The school counselor uses appropriate consulting, collaborating, and team-building skills within each domain.
4. The school counselor adheres to the appropriate school-counseling role as described in the Idaho Comprehensive School Counseling Program Model.
5. The school counselor maintains certification and engages in continued professional development.
6. The school counselor adheres to professional, ethical, and legal standards.
7. The school counselor identifies and accesses appropriate community resources and professionals to aid students and their families.

Standard 2: Academic/Technical Development Domain - The school counselor understands the knowledge, attitudes, and skills that contribute to effective lifelong learning.

- **Knowledge**

1. The school counselor knows developmental theories.
2. The school counselor understands various learning styles.
3. The school counselor understands family systems and their impact on learning.
4. The school counselor understands educational systems.
5. The school counselor is familiar with P-16 curriculum and its relationship to lifelong learning.
6. The school counselor understands how diversity influences lifelong learning.

- **Performance**

1. The school counselor identifies and engages students in activities that demonstrate how changing preferences affect life goals.

2. The school counselor meets the standards in the Idaho Comprehensive School Counseling Program Model in the Academic/Technical Development Domain.

Standard 3: Academic/Technical Development Domain - The school counselor understands and uses strategies that assist students in achieving academic/technical success and satisfaction.

Knowledge

1. The school counselor knows a variety of decision-making and problem-solving models.
2. The school counselor understands how attitudes and behaviors relate to successful learning.
3. The school counselor understands models of time management, task management, and study skills.
4. The school counselor knows the importance of personal choice and responsibility.
5. The school counselor knows a variety of assessments and interpretation techniques and understands their role in educational planning.

• **Performance**

1. The school counselor uses information on how personal criteria and environmental conditions influence the process of educational decision making and the development of life goals.
2. The school counselor implements related curriculum and activities focused on the effects of education, work, and family on individual decision making.
3. The school counselor models time management and task management skills.
4. The school counselor presents and disseminates information on appropriate study skills necessary for academic success at each level.
5. The school counselor uses a variety of assessments and interpretation techniques for educational planning.
6. The school counselor integrates the most appropriate technology available into the counseling program; uses this technology to optimize program administration and to meet student needs; and models the use of this technology for students and colleagues.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

• ***Standard 4: Academic/Technical Development Domain - The school counselor understands the relationship among personal qualities, education and training, and the world of work.***

• **Knowledge**

1. The school counselor knows appropriate goal-setting techniques.
2. The school counselor understands the process of establishing short- and long-range goals.
3. The school counselor understands the process of identifying specific strategies to accomplish life goals.

• **Performance**

1. The school counselor uses skills to access knowledge of self and work in order to develop education and training goals.
2. The school counselor engages students in establishing short- and long-range goals.
3. The school counselor identifies specific strategies to accomplish life goals (e.g., acquisition of knowledge, skills, and abilities necessary for success).

• ***Standard 5: Academic/Technical Development Domain - The school counselor understands the relationship of academics to life in the community and at home.***

• **Knowledge**

1. The school counselor understands the effects that values and lifestyle have on academics.
2. The school counselor understands that the needs of the community affect life choices.
3. The school counselor understands how local, state, and global economies affect individuals.

• **Performance**

1. The school counselor describes the importance of learning as it affects values and lifestyle.
2. The school counselor links the needs of the community to students' life choices.
3. The school counselor communicates the effects of local, state, and global economies on student planning.

Standard 6: Career Development Domain - The school counselor knows the skills necessary to investigate the world of work in relation to knowledge of self and to make informed career decisions.

Knowledge

1. The school counselor knows career development theories.

2. The school counselor understands the value of self-awareness in career decision making.
3. The school counselor knows how to research and obtain career information.
4. The school counselor knows how to evaluate and interpret career information.
5. The school counselor understands the risks and rewards within various career options.
6. The school counselor understands the skills, behaviors, and attitudes necessary for the world of work.
7. The school counselor knows how to identify post-high school options.

• **Performance**

1. The school counselor uses and evaluates research and information resources to obtain career information.
2. The school counselor facilitates understanding of the value of self-awareness in career decision making.
3. The school counselor gathers and dispenses information to identify post-high school options.
4. The school counselor identifies risks and rewards of various career options.
5. The school counselor disseminates information on prospective employers, organization structures, and employer expectations.
6. The school counselor promotes networking, negotiating, and mentoring in career development.

Standard 7: Career Development Domain - The school counselor understands strategies to achieve career success and satisfaction.

Knowledge

1. The school counselor knows education, training, and career decision-making strategies.
2. The school counselor understands the effects of education, work, and family values on individual career decisions.
3. The school counselor recognizes that personal and environmental conditions affect decision making.
4. The school counselor understands personal consequences of making and not making decisions.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- **Performance**

1. The school counselor describes criteria for making personal decisions about education, training, and career goals.
2. The school counselor describes the effects of education, work, and family values on individual career decisions.
3. The school counselor identifies personal and environmental conditions that affect decision making.
4. The school counselor helps students understand personal consequences of making and not making decisions.
5. The school counselor creates and implements collaborative learning experiences to enhance student career awareness and decision making.

2. *Standard 8: Career Development Domain - The school counselor understands the skills for locating, maintaining, and advancing in a job.*

- **Knowledge**

1. The school counselor understands job placement services.
2. The school counselor knows job search and acquisition techniques.
3. The school counselor knows strategies, behaviors, and attitudes that support career advancement.
4. The school counselor understands what strategies, behaviors, and attitudes are necessary for personal success in the world of work.

- **Performance**

1. The school counselor collaborates with teachers, parents/guardians, administrators, and community members to present age-appropriate career awareness information.
2. The school counselor identifies job placement services.
3. The school counselor presents information for both job search and job acquisition.
4. The school counselor helps students develop awareness of strategies, behaviors, and attitudes that support career advancement.
5. The school counselor integrates the most appropriate technologies available into career awareness, exploration, and development.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ***Standard 9: Career Development Domain - The school counselor understands diversity and transition issues in today's workforce.***

- **Knowledge**

1. The school counselor knows how to stay abreast of trends and changes in the world of work.
2. The school counselor understands the historical perspective of work and industry and how it relates to today's diverse workforce.
3. The school counselor understands the effects of stereotyping on education, work environments, and community.
4. The school counselor understands behaviors, attitudes, and skills that work to eliminate stereotyping in education, work environments, and the community.
5. The school counselor knows that transition issues are an ongoing aspect of career development throughout life.
6. The school counselor understands how to use assistive devices and technology to accommodate students with disabilities.
7. The school counselor understands laws and regulations related to students with disabilities.

- **Performance**

1. The school counselor disseminates information using various methods regarding recent changes in the diverse workforce.
2. The school counselor models behaviors, attitudes, and skills that work to eliminate stereotyping in education, work environments, and the community.
3. The school counselor creates awareness of transition issues and strategies for lifelong career development.
4. The school counselor disseminates information about the role of assistive devices and technology.
5. The school counselor disseminates information on the laws and regulations related to students with disabilities.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- ***Standard 10: Personal/Social Development Domain - The school counselor knows the attitudes, knowledge, and interpersonal skills necessary to help students understand and respect self and others.***

- **Knowledge**

1. The school counselor understands the dynamics of inter- and intra-personal interests, abilities, and skills.
2. The school counselor understands the importance of expressing feelings, behaviors, and ideas in an appropriate manner.
3. The school counselor understands how behavior influences the feelings and actions of others.
4. The school counselor understands the relationship between personal behavior and self-concept.
5. The school counselor understands diverse life roles.
6. The school counselor understands environmental influences on behavior.

- **Performance**

1. The school counselor assists students in identifying personal interests, skills, and abilities.
2. The school counselor collaborates with parents/guardians, school personnel, and community professionals in the development of students' self-concept.
3. The school counselor engages the student in identifying and understanding how behaviors influence the feelings and actions of others.
4. The school counselor enables the student to recognize the relationship between personal behavior and self-concept.
5. The school counselor provides counseling services to enhance understanding of life roles and environmental influences on personal growth and behaviors.

- ***Standard 11: Personal/Social Development Domain - The school counselor understands the process of making decisions, setting goals, and taking necessary action to achieve goals.***

Knowledge

1. The school counselor understands how personal beliefs and attitudes, goal setting, and problem solving affect decision making.
2. The school counselor knows that the learning and development process is continuous and involves a series of choices.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The school counselor knows the skills of decision making, goal setting, and problem solving.
4. The school counselor understands how expectations of others affect personal/social, academic/technical, and career decisions.
5. The school counselor knows how individual characteristics may influence achieving personal/social, academic/technical, and career goals.

- **Performance**

1. The school counselor uses a variety of strategies to demonstrate how personal beliefs and attitudes affect decision making.
2. The school counselor helps students understand that learning and development are continuous processes with a series of choices.
3. The school counselor engages students in decision making, goal setting, and problem solving.
4. The school counselor helps students recognize how the expectations of others affect personal/social, academic/technical, and career decisions.
5. The school counselor describes how individual characteristics may influence achieving personal/social, academic/technical, and career goals.

Standard 12: Personal/Social Development Domain - The school counselor understands safety and survival skills.

- **Knowledge**

1. The school counselor understands the importance of identifying feelings, symptoms of stress, abuse, addiction, depression, and appropriate coping skills.
2. The school counselor knows negotiating, problem solving, and conflict resolution skills.
3. The school counselor understands the process of personal change.
4. The school counselor understands the process of human growth and development.
5. The school counselor knows strategies for personal safety and survival skills.

- **Performance**

1. The school counselor describes and demonstrates problem solving, conflict resolution, coping skills, and feeling identification.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

2. The school counselor collaborates with school personnel, parents/guardians, and community members to develop and deliver personal safety and survival skills strategies.
3. The school counselor describes the relationship between personal well being and the process of human growth and development.
4. The school counselor facilitates empowering students and their families to identify the relationship among rules, laws, safety, and the protection of individual rights.

Idaho Standards for School Nurses

The following knowledge and performance statements for the School Nurse Standards are widely recognized, but not all-encompassing or absolute, indicators that school nurse candidates have met the standards. It is the responsibility of a school nurse 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 nursing profession is a candidate's disposition. Professional dispositions are how the School Nurse candidate views their profession, their content area, and/or students and their health and learning. Every School Nurse preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Nurse candidate dispositions.

** This language was written by a committee of content experts and has been adopted verbatim.*

Standard 1: Quality Assurance - The school nurse understands how to systematically evaluate the quality and effectiveness of school nursing practice.

Knowledge

1. The school nurse understands the professional, state, and local policies, procedures, and practice guidelines that impact the effectiveness of school nursing practice within the school setting.
2. The school nurse understands that school nursing practice must fall within the boundaries of scope of practice as defined by the Idaho Board of Nursing.
3. The school nurse understands how to access research and interpret data applicable to the school setting.

Performance

1. The school nurse conducts ongoing evaluations of school nursing practice.
2. The school nurse identifies the policies, procedures, and practice guidelines applicable to school nursing practice.
3. The school nurse uses research and data to monitor quality and effectiveness of school nursing practice.

Standard 2: Professional Development - The school nurse is a reflective practitioner who improves clinical skills through continual self-evaluation and ongoing education.

Knowledge

1. The school nurse understands how to improve knowledge and competency in school nursing practice.

2. The school nurse knows how to self-assess professional nursing practice.
3. The school nurse knows how to access professional resources that support school nursing practice.
4. The school nurse knows about the professional organizations that support the nursing practice.

Performance

1. The school nurse participates in professional development related to current clinical knowledge and professional issues.
2. The school nurse seeks and acts on constructive feedback regarding professional development.
3. The school nurse pursues professional development as related to professional and program goals.

Standard 3: Communication - The school nurse is skilled in a variety of communication techniques (i.e., verbal and nonverbal).

• **Knowledge**

1. The school nurse understands the importance of effective communication with school staff, families, students, the community, and other service providers.
2. The school nurse understands problem solving and counseling techniques and crisis intervention strategies for individuals and groups.
3. The school nurse knows how to document appropriately.

Performance

1. The school nurse communicates effectively and with sensitivity to community values in a variety of settings (e.g., classroom presentations, public forums, individual interactions, written communication, and documentation).

Standard 4: Collaboration - The school nurse understands how to interact collaboratively with and contribute to the professional development of peers and school personnel.

Knowledge

1. The school nurse understands the principles of collaboration in sharing knowledge and skills with other professionals and staff.

Performance

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

1. The school nurse works collaboratively with nursing colleagues and school personnel to enhance professional practice and to contribute to a supportive, healthy school environment.

Standard 5: Ethics and Advocacy - The school nurse makes decisions and takes actions on behalf of students and families in an ethical, professional manner.

Knowledge

1. The school nurse understands the code of ethics adopted by the American Nurses Association and the National Association of School Nurses and the Code of Ethics for Idaho Professional Educators.
2. The school nurse knows how to advocate for students and families.

Performance

1. The school nurse performs duties in accord with the legal, regulatory, and ethical parameters of health and education.
2. The school nurse acts as an advocate for students and families.
3. The school nurse delivers care in a manner that is sensitive to student diversity.

Standard 6: Health and Wellness Education - The school nurse assists students, families, the school staff, and the community to achieve optimal levels of wellness through appropriately designed and delivered health education.

Knowledge

1. The school nurse understands developmentally appropriate health education.
2. The school nurse understands the influence of family dynamics on student achievement and wellness.
3. The school nurse understands that health instruction within the classroom is based on learning theory.
4. The school nurse understands child, adolescent, family, and community health issues.
5. The school nurse understands how health issues impact student learning.

Performance

1. The school nurse assists individual students in acquiring appropriate skills based on age and developmental levels to advocate for themselves.
2. The school nurse participates in the assessment of health education and health instructional needs of the school community.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The school nurse provides health instruction within the classroom based on learning theory, as appropriate to student developmental levels and school needs.
4. The school nurse provides individual and group health instruction and counseling for and with students, families, and staff.
5. The school nurse acts as a resource person to school staff, students, and families regarding health education and health community resources.
6. The school nurse assists students in changing high-risk behaviors through education and referral.

Standard 7: Program Management - The school nurse is a manager of school health services.

• **Knowledge**

1. The school nurse understands the principles of school nursing management.
2. The school nurse understands that program delivery is influenced by a variety of factors (e.g., cost, program diversity, staffing, and laws).
3. The school nurse knows how to teach, supervise, evaluate, and delegate to Unlicensed Assistive Personnel.
4. The school nurse knows how to identify and secure appropriate and available services and resources in the community.

Performance

1. The school nurse demonstrates the ability to organize, prioritize, and make independent nursing decisions.
2. The school nurse demonstrates the ability to plan and budget resources in a fiscally responsible manner.
3. The school nurse demonstrates leadership skills to utilize human resources efficiently.
4. The school nurse teaches, supervises, evaluates, and delegates to Unlicensed Assistive Personnel.
5. The school nurse uses appropriate technology in managing school health services.

Idaho Standards for School Psychologists

The following knowledge and performance statements for the School Psychologist Standards are widely recognized, but not all-encompassing or absolute, indicators that School Psychologist candidates have met the standards. It is the responsibility of a school psychologist 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 Psychology profession is a candidate's disposition. Professional dispositions are how the School Psychologist candidate views their profession, their content area, and/or students and their health and learning. Every School Psychology preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Psychologist candidate dispositions.

** This language was written by a committee of content experts and has been adopted verbatim.*

Standard 1: Assessment, Data-Based Decision Making, and Accountability - The school psychologist understands varied models and methods of assessment that yield information useful in understanding problems, identifying strengths and needs,-measuring progress aiding in transition activities and accomplishments of students.

Knowledge

1. The school psychologist understands traditional standardized norm-referenced assessment instruments.
2. The school psychologist knows alternative assessment approaches (e.g., curriculum-based, portfolio, and ecological).
3. The school psychologist knows non-test assessment procedures (e.g., observation, diagnostic interviewing, and reviewing records).
4. The school psychologist understands the Response to Intervention (RTI) process.
5. The school psychologist understands correct interpretation and application of data.
6. The school psychologist understands the process of transitions at Pre-K through Age 21 development levels.

Performance

1. The school psychologist uses various models and methods of assessment as part of a systematic process to collect data and other information.
2. The school psychologist translates assessment results into empirically-based decisions about intervention and recommendations.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The school psychologist assists in creating intervention strategies linked to the assessment information.
4. The school psychologist assists in evaluating the effectiveness of interventions and recommendations.

3. *Standard 2: Consultation and Collaboration - The school psychologist understands effective collaborative and consultation approaches to promote the learning and success of students.*

Knowledge

1. The school psychologist knows processes of producing change in individuals and groups.
2. The school psychologist knows various strategies and techniques of team building.
3. The school psychologist knows various strategies and techniques of team decision-making.
4. The school psychologist possesses knowledge and skills necessary to facilitate communication and collaboration with students and teams consisting of school personnel, family members, community professionals, and others.
5. The school psychologist understands factors necessary for effective interpersonal communication.
6. The school psychologist knows how to communicate effectively in oral and written form.

Performance

1. The school psychologist promotes change at the levels of the individual student, classroom, building, district, and other agencies.
2. The school psychologist uses consultation and collaboration to facilitate the development of professional environments in schools and related settings to promote the kinds of principles necessary to achieve consensus.
3. The school psychologist facilitates communication with students and teams consisting of school personnel, family members, community professionals, and others.
4. The school psychologist displays positive interpersonal skills by listening, adapting, addressing ambiguity, and being professional in difficult situations.
5. The school psychologist presents and disseminates information to diverse audiences.
6. The school psychologist communicates effectively in oral and written form.

4. *Standard 3: Effective Instruction and Development of Cognitive and Academic Skills - The school psychologist understands learning theories, cognitive strategies and their application to the development of effective instruction to promote student learning.*

Knowledge

1. The school psychologist knows primary learning theories (e.g., behavioral, cognitive, and neuro-developmental).
2. The school psychologist understands various instructional strategies and learning styles.
3. The school psychologist knows principles of student-centered learning.
4. The school psychologist knows how to develop appropriate cognitive, academic, and career goals for students with different ability levels using a team approach.
5. The school psychologist understands current instructional theories and models.
6. The school psychologist knows evaluation techniques to measure instructional outcomes of intervention strategies and treatment integrity.

Performance

1. The school psychologist assists in implementing a variety of instructional methods to enhance student learning at the individual, group, and systems levels.
2. The school psychologist uses student-centered learning principles to help students become self-regulated learners.
3. The school psychologist, in collaboration with the student, parents, school personnel, and community professionals, sets individual learning goals, designs a learning process to achieve those goals, and assesses whether the goals have been achieved.
4. The school psychologist helps schools develop appropriate cognitive, academic, and career goals for students.
5. The school psychologist links assessment information to the development and implementation of instructional strategies to meet students' individual learning needs.
6. The school psychologist collects, maintains and shares current information and research about advances in curriculum and instruction with educators, parents, and the community.
7. The school psychologist uses appropriate assessment techniques to progress toward academic and career goals and assists in revising instructional methodology as necessary.
8. The school psychologist assesses treatment integrity and efficacy of intervention strategies.

- ***Standard 4: Socialization and Development of Life Skills – The school psychologist understands human development in social, affective, behavioral, and adaptive domains and applies sound principles of behavior change within these domains.***

Knowledge

1. The school psychologist understands the developmental processes of socialization and life skills of students with different abilities and developmental levels.
2. The school psychologist understands direct and indirect intervention strategies, including counseling and consultation.
3. The school psychologist knows principles of behavior management.
4. The school psychologist understands conflict-management and problem-resolution strategies.
5. The school psychologist knows empowerment strategies for students and family support systems.
6. The school psychologist understands the ecological impact of learning environments on student success.
7. The school psychologist understands early childhood development and its impact on successful school transitions.

Performance

1. The school psychologist utilizes consultation and collaboration strategies with teachers, students, and families for the development of life skills.
2. The school psychologist uses a variety of intervention strategies consistent with developmental levels.
3. The school psychologist, using a problem-solving approach, collaborates with students, teachers, and families in developing behavior management plans.
4. The school psychologist consults in the development and evaluation of conflict-management and problem-resolution programs and activities.
5. The school psychologist provides mental health services to enhance appropriate student behavior.
6. The school psychologist facilitates students and families in developing positive socialization and life skills.
7. The school psychologist consults with students, families, and schools regarding the structure and organization of educational environments and how they impact learning.

8. The school psychologist works with families and others to promote awareness of effective early childhood development and educational services.

5. *Standard 5: School Psychology Practice and Professional Development - The school psychologist understands the history and foundations of the profession; various service models and methods; public policy development applicable to services for students and their families; ethical and professional standards; and legal requirements.*

Knowledge

1. The school psychologist understands the history and foundations of school psychology and its relation to other fields.
2. The school psychologist knows current models, methods and practices of the profession.
3. The school psychologist knows the appropriate ethical and professional standards.
4. The school psychologist knows current federal statutes and state statutes and regulations as they relate to students.
5. The school psychologist understands processes and procedures for public policy development.
6. The school psychologist knows methods to evaluate personal needs for continuing professional development.

Performance

1. The school psychologist is aware of current practices in related fields.
2. The school psychologist adheres to best practices of the profession.
3. The school psychologist uses knowledge of legal requirements to advocate for the rights and welfare of children and families.
4. The school psychologist promotes the improvement of public policies and practices in schools and related settings.
5. The school psychologist maintains certification and continues professional development.
6. The school psychologist identifies and pursues professional growth resulting in acquisition of new skills.

6. *Standard 6: Student Diversity in Development and Learning - The school psychologist understands that an individual's development and learning are influenced by one or more of the following factors: biological, social, cultural, ethnic, experiential, socioeconomic, environmental, gender-related, and/or linguistic.*

Knowledge

1. The school psychologist understands individual differences in ability levels with respect to the development of instructional programs and other activities.
2. The school psychologist understands how to identify needs and modify instruction to enhance learning for individual students.
3. The school psychologist recognizes the influence that various cultures, backgrounds, and individual learning characteristics have on students and their families.
4. The school psychologist understands how personal biases may impact decision making, instruction and influence student progress.
5. The school psychologist knows research-based practices related to assessment and the interpretation of results that reduce various bias.
6. The school psychologist recognizes best practices in assessments with culturally and/or linguistically diverse students.

Performance

1. The school psychologist assists in the development of instructional programs and activities for a diverse student population.
2. The school psychologist assists schools and families in the modification and/or accommodation of instructional practices and materials sensitive to diverse student backgrounds and needs.
3. The school psychologist seeks opportunities to interact with students and families to learn about their strengths, needs and diverse backgrounds.
4. The school psychologist uses appropriate assessment procedures and/or intervention strategies to meet the unique needs of each individual student.

Standard 7: Information and Instructional Technology - The school psychologist understands information sources, instructional resources, and technology relevant to professional practice and services for students.

Knowledge

1. The school psychologist knows how to access a variety of information sources (e.g., Internet and professional journals).
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2. The school psychologist knows how to use new technologies to enhance student services.
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**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The school psychologist possesses current knowledge of instructional resources for students (e.g., instructional software and assistive technology).

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• **Performance**

1. The school psychologist uses appropriate technologies to facilitate professional performance.

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2. The school psychologist uses technologies to facilitate student performance.

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3. The school psychologist makes use of technology (e.g., Internet and e-mail) to access information, current research, and professional development opportunities.

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4. The school psychologist evaluates the validity of information and resources.

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• ***Standard 8: School and Systems Organization, Policy Development, and Climate - The school psychologist understands the unique organization and culture of schools and related systems.***

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• **Knowledge**

1. The school psychologist understands the organization of schools and systems.

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2. The school psychologist understands principles of organizational development and systems theory as it relates to their practice.

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3. The school psychologist knows how to implement and evaluate programs that promote safe and violence-free schools and communities.

•

4. The school psychologist understands leadership roles in the development and implementation of systems change.

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5. The school psychologist understands funding mechanisms available to schools and communities that support physical, educational, and mental health services.

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6. The school psychologist knows how to access resources available to address behavioral, learning, mental, and physical needs.

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• **Performance**

1. The school psychologist applies principles of organizational development and systems theory to promote learning and to create climates of mutual respect, care, and support for all individuals in the system.

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2. The school psychologist participates in the implementation and evaluation of programs that promote safe and violence-free schools community

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**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

3. The school psychologist contributes to the development of school policies, agency, and community procedures that promote effective programs and services for students and families.
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4. The school psychologist facilitates decision making and collaboration that fosters a commitment to effective services for students and families.
-
5. The school psychologist accesses available resources to address behavioral, learning, mental, and physical needs.
-

Standard 9: Prevention, Crisis Intervention, and Mental Health - The school psychologist understands human development and psychopathology biological, cultural, and social influences on human behavior.

Knowledge

1. The school psychologist knows current theory, research and best practice concerning child and adolescent development; psychopathology; biological, cultural, and social influences on behavior; societal stresses; drug and alcohol influences; crises in schools, families, and communities.
-
2. The school psychologist has knowledge of antecedents and consequences that influence students' learning and behavior problems.
3. The school psychologist understands strategies to address students' learning and behavior problems.
4. The school psychologist knows various prevention programs and crisis intervention procedures.
5. The school psychologist understands diverse health issues (e.g., nutrition, eating disorders, teen pregnancy, AIDS, drug and alcohol abuse, smoking, and stress-related disorders).

Performance

1. The school psychologist develops, implements, and evaluates prevention programs based on recognition of the antecedents to students' learning and behavior problems.
2. The school psychologist participates in crisis prevention, intervention, and response and collaborating with students, school personnel, families and the community.
3. The school psychologist participates in and promotes physical and mental health programs for children in schools and related agencies.
4. The school psychologist facilitates environmental and/or educational changes that support the physical and mental health of students.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

5. The school psychologist accesses available resources to address a wide variety of behavioral, learning, mental, and physical needs.

Standard 10: Home/School/Community Collaboration - The school psychologist understands how to work effectively with students, families, educators, and others in the community to promote and provide comprehensive educational services.

Knowledge

1. The school psychologist knows how family systems influence students' cognitive, affective and social development, and academic performance.
2. The school psychologist understands the importance of family involvement in education.
3. The school psychologist knows methods to promote collaboration between parents and educators that improve student performance.
4. The school psychologist understands diversity issues that affect home/school collaboration.
5. The school psychologist knows how family, home, peer, and community factors affect learning and achievement in school.
6. The school psychologist knows the local community services available to support students and their families.

Performance

1. The school psychologist applies knowledge of the influence of family systems on education to maximize student performance.
2. The school psychologist facilitates and supports parent participation in educational decision-making activities (e.g., team meetings, schoolwide committees, and school improvement teams).
3. The school psychologist facilitates home-to-school communication, including assisting students and families in accessing community and school-based services.
4. The school psychologist uses knowledge of diversity and resources to enhance collaboration between and schools.

Standard 11: Research and Program Evaluation - The school psychologist understands research, statistics, and evaluation methods.

Knowledge

1. The school psychologist knows the basic principles of research design and statistics used in psychological and educational research.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

2. The school psychologist possesses sufficient knowledge of research and statistics to interpret and evaluate published research and/or plan and conduct research.
3. The school psychologist knows appropriate program evaluation strategies and techniques.
4. The school psychologist understands psychometric principles that influence test selection and assessment methods.
5. The school psychologist knows the strengths and weaknesses of various research methods, designs and their impact on the interpretation of findings.

Performance

1. The school psychologist applies knowledge of the principles of research design.
2. The school psychologist uses an understanding of research methodology and design to evaluate the validity and relevance of others' research.
3. The school psychologist uses appropriate strategies when evaluating programs and interventions.
4. The school psychologist applies psychometric standards and principles in selecting and using assessment tools and published tests.
5. The school psychologist maintains, accesses, and applies a current professional knowledge base of research findings, professional literature, and best practices relevant to the job.

- **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.*

7.

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- 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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- 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- 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)

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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– 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.

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.)

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

9. Reports suspected child abuse and neglect to the State's child welfare agency and/or law enforcement.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 - 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 - 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 - The competent school social worker:

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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- 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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- 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 - 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 - 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- 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 - 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 - 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 - 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 - The competent school social worker:

1. Facilitates a learning community in which individual differences are respected.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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 - 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- 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 - 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- 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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

SUBJECT

Proposed Rule - IDAPA 08.02.02.016, .021, .022, .023, .024, .029 Rules
Governing Uniformity

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1254, 33-1258, and 33-114, Idaho Code

BACKGROUND/DISCUSSION

08.02.02.016.03 IDAHO EDUCATOR CREDENTIAL Renewal Requirement – Comprehensive Literacy

This addition to rule is necessary to remedy an oversight regarding renewal requirements for certificate holders. The Idaho Comprehensive Literacy requirements were amended and moved from statute into Administrative Rule in 2011. While interim and initial certification requirements were addressed, no specific language was promulgated to require the Idaho Comprehensive Literacy Course for those renewing Idaho certificates.

08.02.02.021. ENDORSEMENTS

This rule clarification is necessary in order to clearly stipulate that the Idaho Standards for Initial Certification of Professional School Personnel are the specific standards by which Idaho institutions must align their educator preparation programs in order to gain approval for teacher certification.

08.02.02.022.01, .04, .06 ENDORSEMENTS A – D Agriculture Science and Technology (6-12), Bilingual Education (K-12), Business Technology Education (6-12). 08.02.02.023.04, .05, .06 ENDORSEMENTS E - L English as a New Language (ENL) (K-12), Family and Consumer Sciences (6-12), Foreign Language (6-12 or K-12). 08.02.02.024.01, .01, .14, .15 ENDORSEMENTS M - Z Marketing Technology Education (6-12), Technology Education (6-12), World Language (6-12 or K-12)

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 spring 2012 the Core Teacher Standards, Bilingual/English as a New Language Teacher standards, Foreign Language Teacher standards and Professional Technical Education Teacher standards were reviewed by committees of content experts. The Professional Technical Education Standards review also included the following enhancement standards: Agriculture Science and Technology, Business Technology Education, Family and Consumer Sciences, Marketing Technology Education, and Technology Education. All standards and endorsements were revised to better align with national standards and best practices; then presented to the Professional Standards Commission for consideration. The Professional Standards Commission has recommended approval of all of the committee's proposed revisions including renaming the Foreign Language standards and endorsement to World Language.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

08.02.02.029.01 and .02 CONSULTING TEACHER ENDORSEMENT

This rule revision is in response to two primary areas of deficit within the existing Consulting teacher endorsements.

Consulting teachers are teacher leaders who facilitate the design and implementation of sustained, intensive, and job-embedded professional learning for other teachers based on identified student and teacher needs.

As Idaho continues to recognize the need for teacher leaders, it is necessary to standardize content competencies. Amendment to the rule promotes consistency and rigor to more closely align with current Idaho standards and national best practices.

Teachers in these positions can support and inform school leaders, creating a culture of success that can reverberate across their districts and beyond. Working with their colleagues, teacher leaders can implement strategies that improve student learning. Research shows that collective leadership has a stronger influence on student achievement than individual leadership. The proposed teacher leader standards seek to generate collective leadership by fostering professional discussion about best practices and advancing new roles for teachers to serve.

ATTACHMENTS

Attachment 1 – Proposed changes to IDAPA 08.02.02.016, .021, .022, .023, .024, .029 Page 5

BOARD ACTION

I move to approve the proposed rule amendment to Idaho Administrative Code IDAPA 08.02.02.016, .021, .022, .023, .024, and .029, Rules Governing Uniformity as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

IDAPA 08.02.02...

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. Any teacher or administrator successfully completing said course shall be deemed to have met the requirement of Subsection 060.03.c. of this rule, regardless of whether such course is part of any official transcript. 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: (4-7-11)

- 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)

03. Renewal Requirement – Comprehensive Literacy. Completion of the Idaho Comprehensive Literacy Course or passing the Idaho Comprehensive Literacy Assessment is required for renewal of an Idaho professional education credential for anyone who holds a Standard Elementary or Standard Exceptional Child Certificate, regardless of their employment status at the time of renewal. ()

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

021. ENDORSEMENTS.

Holders of a Secondary Certificate or a Standard Elementary Certificate, Exceptional Child Certificate, Standard Occupational Specialist Certificate, and Advanced Occupational Specialist Certificate may be granted endorsements in subject areas as provided herein. Idaho preparation programs shall prepare candidates for endorsements in accordance with the Idaho Standards for Initial Certification of Professional School Personnel. An official statement of competency in a teaching area or field is acceptable in lieu of courses for a teaching major or minor if such statements originate in the department or division of the accredited college or university in which the competency is established and are approved by the director of teacher education of the recommending college or university. To add an endorsement to an existing credential, an individual shall complete the credit hour requirements as provided herein and shall also meet or exceed the state qualifying score on appropriate, state approved content, pedagogy and performance assessments. When converting semester credit hours to quarter credit hours, two (2) semester credit hours is equal to three (3) quarter credit hours. ~~(3-29-12)~~ ()

022. ENDORSEMENTS A - D.

01. Agriculture Science and Technology (6-12). (3-16-04)

a. Forty-five (45) semester credit hours including standards based course work in each of the following areas: agriculture education; agriculture mechanics; agriculture business management; soil science; animal science; and plant science. ~~(3-16-04)~~ ()

b. Occupational teacher preparation that relates to the appropriate area(s) as provided in Sections 034 through 038. ~~(3-16-04)~~ ()

02. American Government /Political Science (6-12). Twenty (20) semester credit hours to include: a minimum of six (6) semester credit hours in American Government, six (6) semester credit hours in U.S. History Survey, and a minimum of three (3) semester credit hours in Comparative Government. Remaining course work must be selected from Political Science. Course work may include three (3) semester credit hours in World History Survey. (4-11-06)

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. (4-7-11)

04. Bilingual Education (K-12). Twenty (20) to Forty-five (45) semester credit hours leading toward competency as defined by Idaho Standards for Bilingual Education Teachers to include all of the following: six (6) at least nine (9) upper division semester credits hours in one (1) Modern Languages other than English, including writing and literature, and advanced proficiency according to the American Council on the Teaching of Foreign Languages (ACTFL) guidelines; cultural diversity; three (3) semester credit hours in cross cultural or multi cultural course work; three (3) semester credit hours in ENL/Bilingual Methods; three (3) semester credit hours in Linguistics; three (3) semester credit hours in second language acquisition theory and practice; Foundations of ENL/Bilingual Education, Federal and State Law, Theory; Testing/identification of Limited English Proficient Students; one (1) at least two (2) semester credit hours in Bilingual Practicum; and one (1) three (3) semester credit hours in a Bilingual Field Experience Education related elective (ex: linguistics, critical pedagogy, parent involvement). ~~(3-30-07)~~ ()

05. Biological Science (6-12). Twenty (20) semester credit hours to include at least six (6) semester credit hours of course work in each of the following areas: Botany and Zoology. (3-16-04)

06. Business Technology Education (6-12).

a. Twenty (20) to Forty-five (45) semester credit hours to include standards based course work in each of the following areas: ~~Intermediate or Advanced Keyboarding; Accounting; and Business/Office Procedures~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

computer and technical applications in business; economics; methods of teaching business education; Professional-Technical Student Organization (PTSO) leadership; business communication/writing; and office procedures. Additional competencies may be satisfied through the following: entrepreneurship; finance; marketing; business law; and/or career guidance. (3-16-04)()

b. Occupational teacher preparation that relates to the appropriate area(s) as provided in Sections 034 through 038. (3-16-04)()

07. Chemistry (6-12). Twenty (20) semester credit hours in the area of Chemistry. (3-16-04)

08. Communication (6-12). Follow one (1) of the following options: (3-16-04)

a. Option I: Twenty (20) semester credit hours to include Methods of Teaching Speech/Communications plus course work in at least four (4) of the following areas: Interpersonal Communication/Human Relations; Argumentation/Personal Persuasion; Group Communications; Nonverbal Communication; Public Speaking; and Drama/Theater Arts. (3-16-04)

b. Option II: Possess an English endorsement plus at least twelve (12) semester credit hours distributed among the following: Interpersonal Communication/Human Relations, Public Speaking, and Methods of Teaching Speech/Communication. (3-16-04)

10. Drama (6-12). 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. (4-7-11)

11. Driver Education (6-12). Two (2) semester credit hours in Basic Driver Education for Teachers and two (2) semester credit hours in any of the following: Advanced Driver Education; Driver Simulation Education; Traffic Engineering; General Safety Education; or Highway Transportation. Additionally, an individual must have three (3) years of satisfactory driving experience immediately prior to endorsement as verified by the Motor Vehicle Division of the State Department of Transportation. (3-16-04)

023. ENDORSEMENTS E - L.

01. Earth Science (6-12). Twenty (20) semester credit hours including course work in each of the following: Earth Science, Astronomy, and Geology. (4-11-06)

02. Economics (6-12). Twenty (20) semester credit hours to include a minimum of three (3) semester credit hours of micro-economics, a minimum of three (3) semester credit hours of macro-economics, and a minimum of six (6) semester credit hours of Personal Finance/Consumer Economics/Economics Methods. Remaining course work may be selected from economics and finance course work in one (1) or more of the following areas: Agriculture Science and Technology, Business Education, Economics, Family and Consumer Science, or Marketing Education. (4-11-06)

03. English (6-12). Twenty (20) semester credit hours, including three (3) semester credit hours in Linguistics/Grammar, three (3) semester credit hours in American Literature, three (3) semester credit hours in English Literature, six (6) semester credit hours in Advanced Composition, excluding the introductory sequence designed to meet general education requirements. Remaining credits must be completed in the English Department, and must include some course work in Writing Methods for Teachers of Secondary Students. (3-16-04)

04. English as a New Language (ENL) (K-12). Twenty (20) to Forty-five (45) semester credit hours leading toward competency as defined by Idaho Standards for ENL Teachers to include all of the following: at least four (4) semester credit hours in a modern languages other than English; ~~three (3) semester credit hours in Cultural Diversity; three (3) semester credit hours in ENL Methods; three (3) semester credits in Linguistics; three (3) semester credit hours in second language acquisition theory and practice; Foundations of ENL/Bilingual~~

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Education, Federal and State Law, ~~Theory~~, Testing/Identification of Limited English Proficient Students; and at least one (1) semester credit in ENL Practicum. or Field Experience; ~~and three (3) semester credit hours in an ENL related elective.~~ (3-30-07) ()

05. Family and Consumer Sciences (6-12) (3-16-04) ()

a. Thirty (30) to Forty-five (45) semester credit hours to include standards based coursework in each of the following areas: Child/Human Development; Human/Family Relations; Directed Laboratory Experience in Childcare; ~~Clothing~~ Apparel and Textiles, Cultural Dress, Fashion Merchandising, or Design; Nutrition; Food Preparation, Food Production, or Culinary Arts; Housing, Interior Design, Home Management, or Equipment; Consumer Economics or Family Resource Management; Introduction to Family Consumer Sciences; Professional-Technical Student Organization (PTSO) leadership; and, Integration of Family Consumer Sciences or Family Consumer Science Methods. (3-16-04) ()

b. Occupational ~~Teacher Preparation~~ that relates to the appropriate area(s) as provided in Sections 034 through 038. (3-16-04) ()

~~**06. Foreign Language (6-12 or K-12).** Twenty (20) semester credit hours in a specific foreign language including course work in two (2) or more of the following areas: Grammar, Conversation, Composition, Culture, and Literature; and course work in Foreign Language Methods. To obtain an endorsement in a specific foreign language (K-12), applicants holding a Secondary Certificate must complete an elementary methods course.~~ (4-11-06)

~~**07.6. Geography (6-12).** Twenty (20) semester credit hours including course work in Cultural Geography and Physical Geography, and a maximum of six (6) semester credit hours in World History Survey. Remaining semester credit hours must be selected from Geography.~~ (4-11-06)

~~**08.7. Geology (6-12).** Twenty (20) semester credit hours in the area of Geology.~~ (3-16-04)

~~**09.8. Gifted and Talented (K-12).** Twenty (20) semester credit hours, to include a minimum of three (3) semester credits hours in each of the following: Foundations of Gifted and Talented Education; Creative/Critical Thinking Skills for Gifted and Talented Students; Social and Emotional Needs of Gifted and Talented Students; Curriculum and Instruction for Gifted and Talented Students; and Practicum and Program Design for Gifted and Talented Education. Remaining course work must be in the area of gifted education.~~ (5-8-09)

~~**10.9. 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; Substance Use and Abuse. Remaining semester credits must be in health-related course work.~~ (4-7-11)

~~**11.10. History (6-12).** Twenty (20) semester credit hours to include a minimum of six (6) semester credit hours of U.S. History Survey and a minimum of six (6) semester credit hours of World History Survey. Remaining course work must be in History. Course work may include three (3) semester credit hours in American Government.~~ (4-11-06)

~~**12.11. Humanities (6-12).** An endorsement in English, History, Music, Visual Art, Drama, or Foreign Language and twenty (20) semester credit hours in one of the following areas or ten (10) semester credit hours in each of two (2) of the following areas: Literature, Music, Foreign Language, Humanities Survey, History, Visual Art, Philosophy, Drama, Comparative World Religion, Architecture, and Dance.~~ (4-11-06)

~~**13.12. Journalism (6-12).** Follow one (1) of the following options:~~ (3-16-04)

a. Option I: Twenty (20) semester credit hours to include a minimum of sixteen (16) semester credit hours in Journalism and four (4) semester credit hours in English. (3-16-04)

b. Option II: Possess an English endorsement with a minimum of six (6) semester credit hours in

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Journalism. (3-16-04)

14.13. Library Media Specialist (K-12). Twenty (20) semester credit hours in the field of Education Media or Library Science, including a minimum of: (5-8-09)

- a. Collection Development/Materials Selection; (5-8-09)
- b. Literature for Youth or Children; (5-8-09)
- c. Organization of Information (Cataloging and Classification); (5-8-09)
- d. School Library Administration/Management; and (5-8-09)
- e. Library Information Technologies and Information Literacy. (5-8-09)

15.14. Literacy (K-12). Twenty (20) semester credit hours in the area of Literacy including a minimum of three (3) semester credit hours in each of the following areas: Foundations of Reading or Developmental Reading; Reading in the Content Area; Literature for Youth; Psycholinguistics or Language Development; Corrective/Diagnostic/Remedial Reading; and Teaching Writing. To obtain a Literacy endorsement, applicants must complete the Idaho Comprehensive Literacy Course or the Idaho Comprehensive Literacy Assessment. Remaining credits must be taken in the area of teaching literacy. (5-8-09)

024. ENDORSEMENTS M - Z.

01. Marketing Technology Education (6-12). (3-16-04)

a. Twenty (20) to Forty-five (45) semester credit hours to include standards based course work in each of the following areas: Marketing; Management; Economics; Coordination of Cooperative Programs; Merchandising/Retailing; Methods of Teaching Marketing Education; and Professional-Technical Student Organization (PTSO) Leadership, ~~and Curriculum and Materials Marketing,~~ with remaining credit hours in Entrepreneurship; Hospitality and Tourism; Finance; or Accounting. (3-16-04) ()

b. Occupational teacher preparation that relates to the appropriate area(s) as provided in Sections 034 through 038. (3-16-04) _____

02. Mathematics - Basic (6-12). Twenty (20) semester credit hours in Mathematics including course work in Algebra, Geometry, and Trigonometry. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credits in Mathematics. (3-16-04)

03. Mathematics (6-12). Twenty (20) semester credit hours including course work in each of the following areas: Geometry, Linear Algebra, Discrete Mathematics, Probability and Statistics, and a minimum of three (3) semester credit hours of Calculus. Statistics course work may be taken from a department other than the mathematics department. (4-11-06)

04. Music (6-12 or K-12). Twenty (20) semester credit hours 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 must complete an elementary music methods course. (4-7-11)

05. Natural Science (6-12). Follow one (1) of the following options: (4-7-11)

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: (4-7-11)

i. Existing Biological Science Endorsement. Minimum of eight (8) semester credit hours in each of

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

the following areas: Physics, Chemistry, and Earth Science or Geology. (4-7-11)

ii. Existing Physics Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Chemistry, and Earth Science or Geology. (4-7-11)

iii. Existing Chemistry Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Physics, and Earth Science or Geology. (4-7-11)

iv. Existing Earth Science or Geology Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Physics, and Chemistry. (4-7-11)

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. (4-7-11)

06. Physics (6-12). Twenty (20) semester credit hours in the area of Physics. (3-16-04)

07. Physical Education (PE) (6-12 or K-12). Twenty (20) semester credit hours to include course work in each of the following areas: Sport, Movement, and Outdoor Skills; Elementary PE Methods; Secondary PE Methods; Student Evaluation in PE; Administration of a PE Program; Safety and Prevention of Injuries; Fitness and Wellness; PE for Special Populations; Exercise Physiology; Kinesiology/Biomechanics; Sports Psychology or Sociology; Motor Behavior; and Current CPR and First Aid Certification. (3-30-07)

08. Physical Education/Health. Must have an endorsement in both physical education and health. (3-30-07)

09. Physical Science (6-12). Twenty (20) semester credit hours in the area of physical science to include a minimum of eight (8) semester credit hours in each of the following: Chemistry and Physics. (3-16-04)

10. Psychology. Twenty (20) semester credit hours in the area of Psychology. (3-16-04)

11. Social Studies (6-12). Must have an endorsement in History, American Government/Political Science, Economics, or Geography plus a minimum of twelve (12) semester credit hours in each of the remaining core endorsements areas: History, Geography, Economics, and American Government/Political Science. (3-29-10)

12. Sociology (6-12). Twenty (20) semester credit hours in the area of Sociology. (3-16-04)

13. Sociology/Anthropology (6-12). Twenty (20) semester credit hours including a minimum of six (6) semester credit hours in each of the following: Anthropology and Sociology. (3-16-04)

14. Technology Education (6-12). (3-16-04)

a. Twenty (20) to Forty-five (45) semester credit hours to include standards based course work in each of the following areas: Communication Technology; Computer Applications; Construction Technology; Electronics Technology; Manufacturing Technology; Power, Energy and Transportation and other relevant emerging technologies; and Principles of ~~Technology~~ Engineering Design. (~~3-16-04~~) (____)

b. Occupational teacher preparation that relates to the appropriate area(s) as provided in Sections 034 through 038. (~~3-16-04~~) (____)

15. World Language (6-12 or K-12). Twenty (20) to Forty-five (45) semester credit hours to include a minimum of 12 upper division credits in a specific world language taken within the last 10 years leading to a proficiency level as defined by a state-approved exam (for example, a passing grade on the Praxis or an Advanced level as defined by the American Council on the Teaching of Foreign Languages (ACTFL)). Standards based

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

course work must include two (2) or more of the following areas: Grammar, Conversation, Composition, Culture, and Literature; and course work in Foreign Language Methods. To obtain an endorsement in a specific foreign language (K-12), applicants holding a Secondary Certificate must complete an elementary methods course. (____)

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

029. CONSULTING TEACHER/TEACHER LEADER ENDORSEMENT.

Consulting teachers provide technical assistance to teachers and other staff in the school district with regard to the selection and implementation of appropriate teaching materials, instructional strategies, and procedures to improve the educational outcomes for students. *They may also provide direct intervention for students with significant needs.* Candidates who hold this endorsement are teacher leaders who will facilitate the design and implementation of sustained, intensive, and job-embedded professional learning based on identified student and teacher needs. This endorsement is valid for five years and is renewable based upon successful completion and verification of an additional four (4) semester credits beyond those required for standard certification renewal. The additional credits shall be taken for university or college credit consistent with the Individual Professional Learning Plan (IPLP). (3-29-10)()

01. Special Education Consulting Teacher - Eligibility for Endorsement. To be eligible for a Special Education Consulting Teacher endorsement on the Standard Exceptional Child Certificate, the Early Childhood /Early Childhood Special Education Blended Certificate (Birth-Grade 3), the Standard Elementary Certificate or the Standard Secondary Teaching Certificate, a candidate must have satisfied the following requirements: (3-29-10)

a. Education Requirements. Qualify for or hold a Standard Exceptional Child Certificate and qualify for or hold a Standard Elementary Certificate, Standard Secondary Certificate, or Early Childhood/Early Childhood Special Education Blended Certificate (Birth-Grade 3). ~~Plus completion, in an accredited college or university, of~~ and hold a master's degree or an approved fifth year program as defined by the Idaho State Board of Education, and have demonstrated content competencies in the following areas: ()

- i. Assessment of learning behaviors; ()
- ii. Individualization of instructional programs based on educational diagnosis; ()
- iii. Behavioral and/or classroom management techniques; ()
- iv. Program implementation and supervision; ()
- v. Knowledge in use of current methods, materials and resources available and management and operation of media centers; ()
- vi. Ability in identifying and utilizing community or agency resources and support services; and ()
- vii. Counseling skills and guidance of professional staff. (4-11-06)()

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

c. Letter of Recommendation. ~~Provide a letter of recommendation from the superintendent of a school district that provides verification of demonstrated competencies in the following areas: assessment of learning behaviors; individualization of instructional programs based on educational diagnosis; behavioral and/or classroom management techniques; program implementation and supervision; knowledge in use of current methods, materials and resources available and management and operation of media centers; ability in identifying and utilizing community or agency resources and support services; and counseling skills and guidance of professional personnel and three (3) years of successful experience as a special education teacher working with classroom teachers in elementary or secondary schools; and Provides verification of completion of a state-approved program of at least twenty (20) semester credit hours of study at an accredited college or university or a state-approved equivalent. Program shall include:~~ (4-11-06)()

- i. Ninety (90) contact hours to include a combination of face-to-face and field-based professional development activities; and ()

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

ii. The development and presentation of a culminating portfolio that provides evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards as follows: ()

(1) Understanding Adults As Learners to Support Professional Learning Communities: ()

(2) Accessing and Using Research to Improve Practice and Student Achievement: ()

(3) Promoting Professional Learning for Continuous Improvement: ()

(4) Facilitating Improvements in Instruction and Student Learning: ()

(5) Using Assessments and Data for School and District Improvement: ()

(6) Improving Outreach and Collaboration with Families and Community; and ()

(7) Advocating for Student Learning and the Profession. ()

d. ~~Three (3) years~~ Not less than one (1) semester of successful experience as a special education teacher working with classroom teachers in elementary or secondary schools. (4-11-06)

02. Mathematics Consulting Teacher - Eligibility for Endorsement. To be eligible for a Mathematics Consulting Teacher endorsement on the Standard Elementary Certificate, Standard Secondary Certificate, Standard Exceptional Child Certificate, or Early Childhood/Early Childhood Special Education Blended Certificate (Birth-Grade 3), a candidate must have satisfied the following requirements: (3-29-10)

a. Education Requirements. Qualify for or hold a Standard Elementary Certificate, Standard Secondary Certificate, Standard Exceptional Child Certificate, or Early Childhood/Early Childhood Special Education Blended Certificate (Birth-Grade 3) and have demonstrated content competencies *in the following areas through a minimum of twenty (20) semester credit hours of coursework.* Coursework and content domains required include the full series of Mathematics Thinking for Instruction (MTI), Number and Operation, Geometry, Algebraic Reasoning, Measurement and Data Analysis, and Statistics and Probability which are centered on the following emphases: (3-29-10)()

~~bi. The competencies are centered on four emphases: Big Ideas in Mathematics; Structural Components of Mathematics ()~~

ii. Proof and Argumentation; Modeling, Justification, Proof and Generalization. ()

iii. Mathematics Knowledge for Teaching; Mathematical Knowledge for Teaching (Ball, Thames, & Phelps, 2008) and Rich Tasks. Coursework required includes the full series of Mathematics Thinking for Instruction (MTI), Geometry & Measurement, Algebraic Reasoning, and Data Analysis & Probability. (3-29-10)()

eb. Experience. Completion of a minimum of three (3) years' teaching experience. (3-29-10)

~~**dc.** Assessment of Performance. Prior to being granted the Mathematics Consulting Teacher endorsement, candidates must have proof of successful performance through teacher portfolios. These portfolios will include both quantitative and qualitative measurements such as pre and post interviews, teacher knowledge inventories, classroom video, lesson plans, and student work samples. Provides verification of completion of a state-approved program of at least twenty (20) semester credit hours of study at an accredited college or university or a state-approved equivalent. Program shall include: (3-29-10)()~~

i. Ninety (90) contact hours to include a combination of face-to-face and field-based professional development activities; and ()

ii. The development and presentation of a culminating portfolio that provides evidence that

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

_____ knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards as follows: _____ ()

_____ (1) Understanding Adults As Learners to Support Professional Learning Communities: _____ ()

_____ (2) Accessing and Using Research to Improve Practice and Student Achievement: _____ ()

_____ (3) Promoting Professional Learning for Continuous Improvement: _____ ()

_____ (4) Facilitating Improvements in Instruction and Student Learning: _____ ()

_____ (5) Using Assessments and Data for School and District Improvement: _____ ()

_____ (6) Improving Outreach and Collaboration with Families and Community; and _____ ()

_____ (7) Advocating for Student Learning and the Profession. _____ ()

_____ d. Not less than one (1) semester of successful experience as a special education teacher working with classroom teachers in elementary or secondary schools _____ ()

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

SUBJECT

Proposed Rule – IDAPA 08.02.02. Rules Governing Uniformity, subsection 120 - 121, Local District Evaluation Policies

REFERENCE

February 16, 2012 State Board Approval of ESEA Waiver

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.02 – Section 120,
Idaho Administrative code, IDAPA 08.02.02 – Section 121,

BACKGROUND/DISCUSSION

On February 21, 2012 the State Department of Education (SDE) submitted an ESEA waiver to gain relief from the mandates of No Child Left Behind. There were two application periods for waivers: November 2011 and February 2012. Idaho chose to apply in the second round so that the SDE was able to gather additional feedback from stakeholders.

SDE conducted extensive outreach. Once the draft application was completed, SDE met with stakeholders in person and through webinars to explain the waiver proposal. Along with the Institutional Research and Student Affairs Committee (IRSA), SDE presented its ideas to the Board's Accountability Committee for feedback and took public comment via its website.

Principle 3 of the waiver clearly outlined required elements of teacher and principal evaluation models. As a result, Idaho needs to make adjustments to the state's teacher evaluation model and adopt a principal evaluation model for the state. The excerpt below is from the cover page that accompanied the waiver which was presented and approved at the State Board Meeting on February 16, 2012:

Supporting Effective Instruction and Leadership:

Idaho developed a statewide framework for teacher evaluation. Schools also receive financial rewards for effective instruction as measured by student achievement. The State Department is currently creating a statewide framework for principal evaluation which should be completed by May 2012. The state will use their frameworks to then make necessary changes with teacher and administrator preparation programs.

The Administrator Evaluation Focus Group and the Evaluation Capacity Task Force, both of which are referenced throughout the ESEA Waiver, recommend the following rule changes for increased rigor and utility of teacher evaluations, as well as a new section specific to administrator evaluation.

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

IMPACT

If the State Board of Education does not approve the changes, Idaho will be out of compliance with the requirements of the US Department of Education's ESEA Waiver application. If the waiver is not approved, Idaho schools will continue to be held accountable under the NCLB mandates rather than the new system of accountability approved by the State Board on February 16, 2012.

ATTACHMENTS

Attachment 1 – Revisions to IDAPA 08.02.02.120 and the addition of IDAPA 08.02.02.121 Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

I move to approve the proposed changes to IDAPA 08.02.02, Rules Governing Uniformity, amending Subsection 120 and adding subsection 121 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

**120. LOCAL DISTRICT EVALUATION POLICY – TEACHER AND PUPIL PERSONNEL
CERTIFICATE HOLDERS.**

Each school district board of trustees will develop and adopt policies for teacher performance evaluation using multiple measures in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to Charlotte Danielson’s Framework for Teaching Second Edition domains and components of instruction. The process of developing criteria and procedures for certificated personnel evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators and teachers. The evaluation policy will be a matter of public record and communicated to the certificated personnel for whom it is written. (3-29-10)(_____)

01. Standards. Each district evaluation model shall be aligned to state minimum standards that are based on Charlotte Danielson’s Framework for Teaching Second Edition domains and components of instruction. Those domains and components include: (3-29-10)

- a. Domain 1 - Planning and Preparation: (3-29-10)
 - i. Demonstrating Knowledge of Content and Pedagogy; (3-29-10)
 - ii. Demonstrating Knowledge of Students; (3-29-10)
 - iii. Setting Instructional Goals-Outcomes; (3-29-12)(_____)
 - iv. Demonstrating Knowledge of Resources; (3-29-10)
 - v. Designing Coherent Instruction; and (3-29-10)
 - vi. Designing Student Assessments. (3-29-12)
- b. Domain 2 - The Classroom Environment: (3-29-12)
 - i. Creating an Environment of Respect and Rapport; (3-29-10)
 - ii. Establishing a Culture for Learning; (3-29-10)
 - iii. Managing Classroom Procedures; (3-29-10)
 - iv. Managing Student Behavior; and (3-29-10)
 - v. Organizing Physical Space. (3-29-10)
- c. Domain 3 - Instruction and Use of Assessment: (3-29-10)
 - i. Communicating with Students; (3-29-12)
 - ii. Using Questioning and Discussion Techniques; (3-29-10)
 - iii. Engaging Students in Learning; (3-29-10)
 - iv. Using Assessment in Instruction; and (3-29-12)
 - v. Demonstrating Flexibility and Responsiveness. (3-29-12)
- d. Domain 4 - Professional Responsibilities: (3-29-10)

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

- i. Reflecting on Teaching; (3-29-10)
- ii. Maintaining Accurate Records; (3-29-10)
- iii. Communicating with Families; (3-29-10)
- iv. Participating in a Professional Community; (3-29-12)
- v. Growing and Developing Professionally; and (3-29-10)
- vi. Showing Professionalism. (3-29-10)

02. Parent Input. Input from the parents and/or guardians of students shall be considered as a factor in the evaluation of any school-based certificated employees. For such certificated employees on a Category A, B or grandfathered renewable contract, this input shall be part of the first portion of the evaluation (as stipulated in 33-514(4), Idaho Code,) that must be completed before ~~February~~ March 1 of each year (Section 33-513 and 33-514, Idaho Code). (~~3-29-12~~)

03. Student Achievement. For evaluations conducted on or after July 1, 2012, all certificated employees must receive an evaluation in which at least fifty percent (50%) of the evaluation results are based on objective measures of growth in student achievement as determined by the board of trustees and based upon research. This student achievement portion of the evaluation shall be completed by the end of the school year ~~in which the evaluation takes place~~ (Section 33-513 and 33-514, Idaho Code), and must include growth in student achievement as measured by the Idaho Student Achievement Test (ISAT). (~~3-29-12~~)

04. Participants. Each district evaluation policy will include provisions for evaluating all certificated employees identified in Section 33-1001, Idaho Code, Subsection 16, ~~and each school nurse and librarian~~. Evaluations shall be differentiated for pupil personnel certificate holders in a way that aligns with the Framework for Teaching. Policies for evaluating certificated employees ~~should~~ shall identify the differences, if any, in the conduct of evaluations for certificated employees on a Category A, B or grandfathered renewable contract ~~nonrenewable contract personnel and renewable contract personnel~~. (~~3-29-12~~)

05. Evaluation Policy - Content. Local school district policies will include, at a minimum, the following information: (4-1-97)

a. Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional improvement, personnel decisions. (4-1-97)

b. Evaluation criteria -- statements of the general criteria upon which certificated personnel will be evaluated. (4-1-97)

c. Evaluator -- identification of the individuals responsible for appraising or evaluating certificated personnel performance. The individuals assigned this responsibility ~~should~~ shall have received training in evaluation and after September 1, 2014, shall have proof of proficiency in evaluating teacher performance. (~~4-1-97~~)

d. Sources of data -- description of the sources of data used in conducting certificated personnel evaluations. For classroom teaching personnel, classroom observation ~~should~~ shall be included as one (1) source of data. (~~4-1-97~~)

e. Procedure -- description of the procedure used in the conduct of certificated personnel evaluations. (4-1-97)

f. Communication of results -- the method by which certificated personnel are informed of the results of evaluation. (4-1-97)

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

g. Personnel actions -- the action, if any, available to the school district as a result of the evaluation and the procedures for implementing these actions; e.g., job status change. Note: in the event the action taken as a result of evaluation is to not renew an individual's contract or to renew an individual's contract at a reduced rate, school districts should take proper steps to follow the procedures outlined in Sections 33-513 through 33-515, Idaho Code in order to assure the due process rights of all personnel. (4-1-97)

h. Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of certificated personnel evaluations. (4-1-97)

i. Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. (4-1-97)

j. Monitoring and evaluation. -- A description of the method used to monitor and evaluate the district's personnel evaluation system. (4-1-97)

k. Professional development and training -- a plan for ongoing training and professional learning based upon the district's evaluation standards for evaluators/administrators and teachers on the districts evaluation standards, tool and process. (3-29-10)

l. Funding -- a plan for funding ongoing training and professional development for administrators in evaluation. (3-29-10)

m. Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development. Aggregate data shall be the basis for the district's Needs Assessment in determining district-wide professional development. Individual performance data shall be the foundation of an Individual Professional Learning Plan for all teachers. Individual Professional Learning Plans shall be used in the annual evaluation as a means of measuring professional growth. Districts shall implement the use of Professional Growth Plans no later than September 1, 2014. (3-29-10)

n. Individualizing teacher evaluation rating system -- A plan for how evaluations will be used to identify proficiency and record growth over time. No later than March 01, 2014, districts shall have established an individualized teacher evaluation rating system with a ranking of unsatisfactory being equal to "1", basic being equal to "2", proficient being equal to "3", and distinguished being equal to "4". Districts shall ensure that an Individualized Professional Learning Plan is created for each teacher based upon evaluation findings, and shall be used in subsequent years as the baseline measurement for professional development and growth define a process that identifies and assists teachers in need of improvement. (3-29-10)

o. A plan for including all stakeholders including, but not limited to, teachers, board members, and administrators in the development and ongoing review of their teacher evaluation plan. (3-29-10)

06. Evaluation Policy - Frequency of Evaluation. The evaluation policy shall include a provision for evaluating all certificated personnel on a fair and consistent basis. All contract personnel shall be evaluated at least once annually. An annual evaluation (Section 33-514 and 33-515) shall include, at a minimum, two (2) formative observations and/or evaluative discussions. (3-29-12)

07. Evaluation Policy - Personnel Records. Permanent records of each certificated personnel evaluation will be maintained in the employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code). (4-1-97)

08. Evaluation System Approval. Each school district board of trustees will develop and adopt policies for teacher and pupil personnel certificated performance evaluation in which criteria and procedures for the evaluation of are research based and aligned with the Framework for Teaching. Once developed, each district shall

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

submit the system of evaluation to the State Department of Education for approval prior to formal adoption. By January 1, 2014 an evaluation plan which incorporates all of the above elements shall be submitted to the State Department of Education for approval. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. ()

121. LOCAL DISTRICT EVALUATION POLICY - ADMINISTRATIVE CERTIFICATE HOLDERS.

Each school district board of trustees will develop and adopt policies for administrator performance evaluation in which criteria and procedures for the evaluation of administratively certificated personnel are research based. The process of developing criteria and procedures for administrator evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators and teachers. The evaluation policy will be a matter of public record and communicated to the administrator for whom it is written. ()

01. Standards. Each district administrator evaluation model shall be aligned to state minimum standards, including proof of proficiency in conducting teacher evaluations using the state's adopted model, the Charlotte Danielson Framework for Teaching. Proof of proficiency in evaluating teacher performance shall be required of all administrators no later than September 1, 2014. Administrator evaluation standards shall additionally address the following domains and components: ()

a. Domain 1: School Climate - An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning. ()

i. School Culture - Administrator establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors. ()

ii. Communication - Administrator is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders. ()

iii. Advocacy - Administrator advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement. ()

b. Domain 2: Collaborative Leadership - An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He/She uses research and/or best practices in improving the education program. ()

i. Shared Leadership - Administrator fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth. ()

ii. Priority Management - Administrator organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities. ()

iii. Transparency - Administrator seeks input from stakeholders and takes all perspectives into consideration when making decisions. ()

iv. Leadership Renewal - Administrator strives to continuously improve leadership skills through professional development, self-reflection, and utilization of input from others. ()

v. Accountability - Administrator establishes high standards for professional, legal, ethical, and fiscal accountability self and others. ()

c. Domain 3: Instructional Leadership - An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

and supported by the school community. He/She provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program. ()

i. Innovation - Administrator seeks and implements innovative and effective solutions that comply with general and special education law. ()

ii. Instructional Vision - Administrator insures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject. ()

iii. High Expectations - Administrator sets high expectation for all students academically, behaviorally, and in all aspects of student well-being. ()

iv. Continuous Improvement of Instruction - Administrator has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision. ()

v. Evaluation- Administrator uses teacher/administrator evaluation and other formative feedback mechanisms to continuously improve teacher/administrator effectiveness. ()

vi. Recruitment and Retention -Administrator recruits and maintains a high quality staff. ()

02. Parent Input. Input from the parents and/ or guardians of students shall be considered as a factor in the evaluation of any school-based certificated employees (as stipulated in 33- 514(4), Idaho Code). ()

03. Student Achievement. All administrative employees must receive an evaluation in which at least fifty percent (50%) of the evaluation results are based on objective measures of growth in student achievement as determined by the board of trustees and based upon research. This student achievement portion of the evaluation shall be completed by the end of the school year in which the evaluation takes place (Section 33-513 and 33-514, Idaho Code) and must include growth in student achievement as measured by the Idaho Student Achievement Test (ISAT). ()

04. Evaluation Policy - Content. Local school district policies will include, at a minimum, the following information: ()

a. Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional leadership, personnel decisions. ()

b. Evaluation criteria -- statements of the general criteria upon which administratively certificated personnel will be evaluated. ()

c. Evaluator -- identification of the individuals responsible for appraising or evaluating administratively certificated personnel performance. The individuals assigned this responsibility shall have received training in evaluation. ()

d. Sources of data -- description of the sources of data used in conducting administratively certificated personnel evaluations. Proficiency in conducting observations and evaluating effective performance shall be included as one (1) source of data. ()

e. Procedure -- description of the procedure used in the conduct of administratively certificated personnel evaluations. ()

f. Communication of results -- the method by which administratively certificated personnel are informed of the results of evaluation. ()

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

g. Personnel actions -- the action, if any, available to the school district as a result of the evaluation and the procedures for implementing these actions; e.g., job status change. ()

h. Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of administrator evaluations. ()

i. Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. ()

j. Monitoring and evaluation. -- A description of the method used to monitor and evaluate the district's administrator evaluation system. ()

k. Professional development and training -- a plan for ongoing training and professional learning based upon the district's evaluation standards and process. ()

l. Funding -- a plan for funding ongoing training and professional development for evaluators of administrators. ()

m. Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development. Individual performance data shall be the foundation of an Individual Professional Learning Plan for all administrators. Individual Professional Learning Plans shall be used in the annual evaluation as a means of measuring professional growth with an emphasis on instructional leadership. Districts shall implement the use of Professional Growth Plans no later than September 1, 2014. ()

n. Individualizing administrator evaluation rating system -- a plan for how evaluations will be used to identify proficiency and record growth over time. No later than March 01, 2014, districts shall have established an individualized administrator evaluation rating system with a ranking of unsatisfactory being equal to "1", basic being equal to "2", proficient being equal to "3", and distinguished being equal to "4". Districts shall ensure that an Individualized Professional Learning Plan is created for each administrator based upon evaluation findings, and shall be used in subsequent years as the baseline measurement for professional development and growth. ()

o. A plan for including all stakeholders including, but not limited to, teachers, board members, and administrators in the development and ongoing review of their administrator evaluation plan. ()

05. Evaluation Policy - Frequency of Evaluation. The evaluation policy shall include a provision for evaluating all administrative personnel on a fair and consistent basis. An annual evaluation (Section 33-514 and 33-515) shall include, at a minimum, two (2) formative observations and evaluative discussions. ()

06. Evaluation Policy - Personnel Records. Permanent records of each administrator evaluation will be maintained in the employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code). ()

07. Evaluation System Approval. Each school district board of trustees will develop and adopt policies for administrator performance evaluation in which criteria and procedures for the evaluation are research based and aligned with state standards. Once developed, each district shall submit the system of evaluation to the State Department of Education for approval prior to formal adoption. By January 1, 2014 an evaluation plan which incorporates all of the above elements shall be submitted to the State Department of Education for approval. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. ()

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

SUBJECT

Proposed Rule – IDAPA 08.02.02 Rules Governing Thoroughness, subsection 004 English Language Proficiency Standards – Incorporated by Reference.

REFERENCE

August 10, 2006 The Idaho English Language Development Standards were adopted by the State Board of Education on August 10, 2006.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.004, Incorporation by Reference.

BACKGROUND/DISCUSSION

Title III Part A of the Elementary and Secondary Education Act requires states to have English language development/proficiency standards in place for Limited English Proficient (LEP) students. In 2006, Idaho adopted English Language Development Standards (ELD) in Language Arts followed by the Math and Science ELD standards in 2008. Extensive ongoing training and technical assistance has been provided for districts to help ensure effective rollout and implementation of these standards.

With the shift to the Common Core State Standards (CCSS) in Language Arts and Mathematics, Idaho must either augment its current ELD standards in order to align to the CCSS, or adopt new standards that are already in alignment.

The State Department of Education has chosen to adopt the 2012 World-Class Instructional Design and Assessment (WIDA) Standards as they have already been aligned to the CCSS. The notion that student outcomes will be improved through coherent systems of expectations is central to the WIDA Standards. WIDA's alignment study, conducted by the University of Oklahoma's Department of Educational Training, Evaluation, Assessment and Measurement, analyzed and confirmed the relationship between English language development standards and academic content through the Common Core State Standards.

Alignment to the Common Core (CC) includes, but is not limited to:

- Standards for individual grades;
- Topical vocabulary that reflects grade-level language related to the example topic;
- Context for language use' situates the strand of model performance indicators within informational and narrative text reflective of multiple text types/genres that are listed in standards documents;
- Cognitive Function and Example Context for Language Use are added; and
- Connections to a specific CC standard are made for each ELD standard.

The WIDA Standards are for grades Pre-K through 12th and are aligned to the following academic subject areas: Language Arts, Mathematics, Science, and Social Studies. In addition to these subject areas, WIDA has strands in various

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

other subject areas such as Social and Instructional Language, Technology and Engineering, Health and Physical Education, and Music and Performing Arts.

Each standard has key elements of mastery for each language level, is explicitly connected to the CCSS, and has Topical Academic Vocabulary, Cognitive Function, and Example Context for Language Use specific to each subject area.

Idaho has also joined the Assessment Services Supporting ELs through Technology Systems (ASSETS) consortium for the “next generation” of language proficiency tests. Twenty nine states will work together to build a new language proficiency assessment based on the 2012 WIDA standards.

Idaho’s English Language Proficiency Standards Implementation Timeline

- August 2012: Present the WIDA ELD Standards to the State Board of Education.
- January 2013: Board Rules to adopt WIDA ELD Standards to Idaho Legislature.
- School year 2013-2014: Implementation of the WIDA ELD standards. Continued Professional Development will be provided.

IMPACT

The adoption of the 2012 WIDA standards comes at no cost to the state. The Idaho Department of Education has entered into a Memorandum of Understanding (MOU) with WIDA for licensing and use of the standards. Currently Idaho funds professional development for standards implementation within the districts in the state. This cost for professional development will continue at the same rate. No additional expenses will be incurred.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03 Incorporation by Reference	Page 3
Attachment 2 – WIDA Standards	Page 5
Attachment 3 – WIDA Standards MOU	Page 95

BOARD ACTION

I move to approve adoption of the 2012 WIDA English Language Proficiency Standards, as the English Language proficiency standards.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate the 2012 WIDA English Language Proficiency Standards by reference.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

**IDAPA 08
TITLE 02
CHAPTER 03**

08.02.03 - RULES GOVERNING THOROUGHNESS

000. LEGAL AUTHORITY.

All rules in this Thoroughness chapter (IDAPA 08.02.03) are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under sections 33-116, 33-118, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (4-5-00)

001. TITLE AND SCOPE.

01. Title. These rules shall be known as IDAPA 08.02.03 “Rules Governing Thoroughness.” (4-5-00)

02. Scope. These rules shall govern the thorough education of all public school students in Idaho. (4-5-00)

002. WRITTEN INTERPRETATIONS.

Any written interpretations are on file at the office of the State Board of Education at 650 West State Street, Boise, Idaho 83702. (3-15-02)

003. ADMINISTRATIVE APPEALS.

Unless otherwise provided for in the Rules of the State Board of Education or in the State Board of Education Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted pursuant to the Idaho Administrative Procedure Act and IDAPA 04.11.01, “Idaho Rules of Administrative Procedure of the Attorney General.” (4-5-00)

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 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. English Language Arts, as revised and adopted on August 11, 2010. (4-7-11)

e. Limited English Proficiency, as revised and adopted on August 21, 2008. (3-29-10)

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

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- f. Mathematics, as revised and adopted on August 11, 2010. (4-7-11)
- g. Physical Education, as revised and adopted on April 17, 2009. (3-29-10)
- h. Science, as revised and adopted on April 17, 2009. (3-29-10)
- i. Social Studies, as revised and adopted on April 17, 2009. (3-29-10)
- j. Information and Communication Technology, as revised and adopted on April 22, 2010. (4-7-11)
- 02. ~~The Idaho English Language Proficiency Development Standards.~~ The World Class Instructional Design and Assessment (WIDA) Idaho English Language Proficiency Development Standards as adopted by the State Board of Education on August 16, 2012, ~~10, 2006~~. Copies of the document can be found on the WIDA website at www.wida.us/standards/elp.aspx. ~~State Board of Education website at 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 November 11, 2009. Copies of the document can be found on the State Department of Education website at www.sde.idaho.gov (4-7-11)
- 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 November 11, 2009. Copies of the document can be found on the State Department of Education website at www.sde.idaho.gov. (4-7-11)
- 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 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 www.boardofed.idaho.gov. (5-8-09)
- 07. The Idaho Alternate Assessment Achievement Standards.** Alternate Assessment Achievement Standards as adopted by the State Board of Education on May 18, 2011. Copies of the document can be found on the State Board of Education website at www.boardofed.idaho.gov. (3-29-12)
- 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 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 www.boardofed.idaho.gov. (4-2-08)

The English Language Development Standards

Kindergarten

Draft Release, September 2011



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STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Kindergarten

Amplified Strand

Standard 1-Social & Instructional Language

Connection		<i>Common Core Speaking and Listening Standards #3 (Kindergarten):</i> Participate in collaborative conversations with diverse partners about Kindergarten topics and texts with peers and adults in small and larger groups.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
SPEAKING	Classroom cooperation	Repeat simple statements about working collaboratively with a group of students following a model structure (e.g., call and response chant)	Modify simple statements about working collaboratively with a group of students using environmental print	Produce simple statements about working collaboratively with a partner using sentence starters	Produce detailed statements about working collaboratively with a partner	Connect related ideas about working collaboratively with a group of students in small groups according to audience and situation
	Cognitive Function: Students at all levels of English language proficiency REMEMBER strategies for working collaboratively with their peers.					
Level 6- Reaching						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	<p>Is this the yellow group? Yes, we are. Is this the yellow group? Yes, we are.</p> <p>Who is the leader? I am! Who is a helper? I am! I am!</p> <p>What do you do? I help my yellow group share. What do you do? I help my yellow group take turns. What do you do? I help my yellow group clean up.</p>	<p>I am in the yellow group. Cristina is in my group.</p> <p>My best friend is in the red group.</p> <p>Jack and Marco are in the blue group.</p> <p>I like to be the leader.</p> <p>I like to help the teacher.</p>	<p>My job today/this week was _____</p> <p>I can help my friends/the teacher...</p> <p>I do the lunch count/weather/calendar.</p>	<p>This is the _____ center.</p> <p>At this center, we _____.</p> <p>It is my turn _____ (to do lunch count/to be line leader/for share time/for show and tell).</p>	<p>In our classroom we have different jobs.</p> <p>We work together in centers. Our groups have different colors. I am in the yellow group.</p> <p>At this center, we are working on math. We count together and put things in groups. Everyone helps to clean up.</p> <p>To clean up, first, you _____. Then, you _____.</p>
	Language Forms & Conventions	<p>Yes, _____.</p> <p>I _____.</p>	<p>I <u>am</u> v. Cristina <u>is</u> v. Jack and Marco <u>are</u></p> <p>I like <u>to...</u></p>	<p>my</p> <p>is → was</p>	<p>This is...</p> <p>At...</p> <p>It is...</p>	<p>our</p> <p>working</p> <p>working <u>on</u></p> <p>First,... Then,...</p>

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

	Vocabulary Usage	yellow green red blue	best friend like help	job I can I do lunch count calendar weather	center my turn line leader share time/show and tell	together different everyone
		<p>Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: taking turns, cooperation, job, today, tomorrow</p>				
<p>Example Context for Language Use: Students give family members a classroom tour on parent/teacher conference night and explain how students work collaboratively.</p>						

Kindergarten

Amplified Strand (continued)

Standard 1-Social & Instructional Language

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Kindergarten

Standard 2-Language of Language Arts

LISTENING	Connection	Common Core Reading Standards: Foundational Skills #1 (Kindergarten): 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					Level 6 - Reaching
	Example Topic	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
	Print concepts	Select a feature of text based on instructions involving a choice following a model (e.g. "Is <i>this</i> the title or is <i>this</i> the title?")	Identify features of texts based on simple oral commands following a model (e.g., "Show me the title.")	Answer Wh-questions about features of texts through pointing or speaking and following a model (e.g., "Who wrote this book?")	Answer expanded Wh- questions about features of texts through pointing or speaking and following a model (e.g., "Where do you find the author's name on the title page?")	Identify features of texts based on multi-step oral instructions following a model (e.g., "Find the author's name and underline the upper case letters.")	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: title, turn the page, front/back cover, left to right, author, illustrator, first name, last name, spaces, lower/upper case letters	Cognitive Function: Students at all levels of English language proficiency REMEMBER concepts about print.					
	Example Context for Language Use: Students follow directions to identify concepts about print (e.g., in a large group the teacher gives instructions and students respond using a fly-swatter mask).						

Kindergarten

Standard 3-Language of Mathematics

		<p>Connection</p> <p><i>Common Core Standards for Mathematics, Measurement and Data #1-2 (Kindergarten):</i> Describe measurable attributes of objects, such as length or weight. Describe several measurable attributes of a single object.; 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.</p>					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
SPEAKING	Example Topic						Level 6 - Reaching
	Attributes of objects	Indicate attributes of objects (e.g., “big,” “small”) using gestures and words in small groups	Specify attributes of objects (e.g., “a small ball,” “a big ball”) using gestures and words in small groups	Describe attributes of objects in relation to others using phrases (e.g., “the smaller ball”) in small groups	Compare attributes of a group of objects using simple sentences (e.g., “This is the biggest ball.”) in small groups	Tell about similarities and differences in attributes of objects in multiple related simple sentences or a compound sentence (e.g., “The chalk and the crayon are short. The pencil is longer.”) in small groups	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: bigger, smaller, heavier, lighter, longer/taller, shorter	<p>Cognitive Function: Students at all levels of English language proficiency ANALYZE the attributes of objects.</p> <p>Example Context for Language Use: Students talk with classmates about real-life objects at a math center and decide how these objects are the same and different.</p>					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Kindergarten

Standard 4-Language of Science

		Connection					<i>National Science Education Standards C.1 Life Science: The Characteristics of Organisms (Grades K-4):</i> Each plant or animal has different structures that serve different functions in growth, survival, and reproduction. For example, humans have distinct body structures for walking, holding, seeing, and talking.
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
READING	Example Topic						Level 6 - Reaching
	Body parts & senses	Associate pictures with modeled language about body parts and senses using illustrations and environmental print (e.g., word wall)	Identify initial letter in labeled pictures with modeled language about body parts and senses using illustrations and environmental print	Identify strings of letters (e.g., "no" in "nose") in labeled pictures with modeled language about body parts and senses using illustrations and environmental print	Associate labeled pictures with modeled language about body parts and senses using environmental print	Associate illustrated text with experiences related to body parts and senses using environmental print	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: senses, see, smell, taste, touch, hear, human body, body part	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the functions of human body parts and senses.					
		Example Context for Language Use: Students will reread a story to a partner after completing an interactive/shared reading lesson of an informational book about human body parts and their functions with the whole class.					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Kindergarten

Standard 5-Language of Social Studies

		<i>Alaska: Cultural Standards A:</i> Culturally-knowledgeable students are well grounded in the cultural heritage and traditions of their community. 2) Recount their own genealogy and family history.				
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Connection					
	Example Topic					
	Self & family	Draw family members and copy or trace the first letter of words describing relationships using illustrated text (e.g., word walls, picture dictionaries)	Draw family members and copy or trace words describing relationships using illustrated text	Draw family members from models or photographs and label people and relationships with invented spellings using word walls	Draw and distinguish among characteristics of family members (e.g., age, gender, etc.) in words or phrases with invented spellings using word walls	Produce illustrated “stories” about family characteristics and relationships using phrases or short sentences with invented spellings
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: family, family tree, family members	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the relationships between family members.				
		Example Context for Language Use: Students create visual representations (e.g., portraits, family trees, picture books) of their families and determine the relationships between individuals. Using teacher models and various resources, they add text to their work.				
		Level 6 – Reaching				

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Kindergarten

Complementary Strand: Language of Music & Performing Arts

		<i>National Standards for Music Education #2 (K-4):</i> Performing on instruments, alone and with others, a varied repertoire of music: Students echo short rhythms and melodic patterns.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
LISTENING	Lyrics and Rhythm	Follow one step teacher directions to re-create rhythms and musical patterns following a model (e.g., "Tap the table two times with me. Pause. Clap one time with me.")	Respond to one step teacher directions to re-create the rhythm of a musical piece supported by models and visuals (e.g., "Clap three times. Pause. Strum the side of the notebook.")	Respond to two step teacher directions to re-create the rhythm of a musical piece supported by peer models and visuals (e.g., "Stomp two times and clap three beats.")	Follow multi-step teacher directions to re-create the rhythm of a musical piece supported by peer models (e.g., "Clap two beats, stomp three beats, and slide.")	Follow multi- step teacher directions to re-create the rhythm of a musical piece supported by peer models (e.g., "Tap softly on the edge of the desk two times and loudly three times. Then clap two beats and slide.")	Level 6 - Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: tap, clap, soft, loud, stomp , brush, strum, beats						
	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND rhythms.						
	Example Context for Language Use: Students follow directions from the teacher on how to move their body to re-create rhythms and musical patterns using everyday classroom objects.						

The English Language Development Standards

Grades 1-2

Draft Release, September 2011



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Grade 1

Standard 1-Social & Instructional Language

Connection		<i>Common Core Standards for English Language Arts, Reading Standards for Informational Text, Craft and Structure, Integration of Knowledge and Ideas #6-7 (Grade 1):</i> Distinguish between information provided by pictures or other illustrations and information provided by the words in a text. Use the illustrations and details in a text to describe its key ideas.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Recreational activities	Match icons or pictures to written and oral directions for games or activities with a partner	Place labeled pictures by corresponding written and oral directions for games or activities with a partner	Identify key words in written directions for games or activities with visual support and a partner	Identify key phrases in written directions for games or activities with visual support and a partner	Follow written directions for games or activities with visual support and a partner
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: share, teamwork, first, next	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND directions.				
	Example Context for Language Use: Students read directions in order to participate in a variety of cooperative activities to build a classroom community.					
Level 6 - Reaching						

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Grade 1

Standard 2- Language of Language Arts

Connection		<i>Common Core Writing Standards #1-3 (Grade 1):</i> 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.; Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.; 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.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Text elements	Trace, copy or produce words pertaining to text elements using illustrated models and templates (e.g., parts of a letter)	List words or phrases pertaining to text elements using illustrated models and templates (e.g., character and setting)	Produce phrases or sentences pertaining to text elements following models and templates (e.g. beginning, middle, end)	Produce a series of sentences pertaining to text elements using environmental print and following a model	Produce a series of related sentences pertaining to text elements using environmental print
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: fact, paragraph, topic sentence, main idea, detail, “tell me more”					
	Cognitive Function: Students at all levels of English language proficiency CREATE original texts.					
Example Context for Language Use: Students produce texts incorporating text elements based on a prompt (e.g., “My best day ever...”) to create displays for parent-teacher conferences.						
						Level 6 - Reaching

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Grade 1

Amplified Strand

Standard 3- Language of Mathematics

		<i>Common Core Standards for Mathematics, Measurement and Data #1 (Grade 1):</i> Order three objects by length; compare the lengths of two objects indirectly by using a third object.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
LISTENING	Connection Example Topic Measurement of objects	Match objects with their lengths based on oral discourse with a partner and following a model	Order objects or measurement tools according to their length based on oral discourse with a partner and following a model	Categorize objects according to their lengths and corresponding measurement tools based on oral discourse with a partner and following a model	Follow oral instructions to compare the lengths of objects with a partner and a template	Follow multi-step oral instructions and respond to grade-level oral discourse to compare the lengths of objects with a partner	
	Cognitive Function: Students at all levels of English language proficiency ANALYZE the lengths of objects.						

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AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	<p>Martin measures his desk and his book with a ruler (teacher points to desk, book, and ruler). His desk is 30 inches long, his book is 10 inches long. Which one is 30 inches long? (student points to desk)</p> <p>Martin measures his desk and his book with a popsicle stick (teacher points to desk, book, and popsicle stick). His desk is 6 popsicle sticks long, his book is 2 popsicle sticks long. Which object is 2 popsicle sticks long? (student points to book).</p>	Look at your measurement tools. The paper clip is short. The popsicle stick is longer. The ruler is longest. Put them in order from shortest to longest.	<p>This piece of string is shorter than this piece of string. Show me the longest one. (Student holds up longer piece of string.) The student desk is easier to measure with the shortest string. The teacher desk is easier to measure with the longer string.</p> <p>Why do you think this is? (student explains)</p>	<p>Find the length of the desk using the best measurement tool. Remember, it's easier to measure a long object with a longer measurement tool (Teacher models measuring his/her desk with a popsicle stick, then a ruler). Then measure another object the same way. Don't forget to write down your measurements! Your chart will show the difference in length between the two objects.</p>	<p>First, cut a string as long as your foot. Use the string to find how many of your feet fit across the room (students follow direction). Now, find how many yard sticks (or meter sticks) fit across the room. Write down your measurements and compare them with your partner's measurements (students follow direction). Did you get the same results? Why? (student explains) Why not? (student explains) Explain which measurement tool works best. Which gave you the same measurements, the standard tool (teacher shows yard/meter stick) or the non-standard tool (teacher shows string)?</p>
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	Language Forms & Conventions	one inch two inches I measure Martin measures	short, shorter, shortest long, longer, longest	longer than, the longest one shorter than, the shortest one easier	and, but measure, measuring measured.	First,... then,... as long as
	Vocabulary Usage	desk, book paper clip popsicle stick string ruler yard/meter stick	short long measurement tools	piece of shorter than longer than measure with	length of ____ another object	find how many across results
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: inches/centimeters, foot, yard/meter, standard, non-standard, units					
Example instructional/assessment task (content):	Identify objects that are best measured with a certain tool	Fill in an illustrated chart listing the lengths of different objects from shortest to longest, according to measurement tool	Create charts listing the lengths of different objects according to measurement tool	Measure the same object with multiple tools and decide which tool provides the best measurement	Measure the same object with multiple tools and decide which tool provides the best measurement	
Example Context for Language Use: Students work independently or with a partner to explore the length of objects using standard and non-standard measurement tools (e.g., paper clips, popsicle sticks, string, rulers, yard/meter sticks).						

Grade 1

Amplified Strand (continued)

Standard 3- Language of Mathematics

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Grade 1

Standard 4- Language of Science

Connection		<i>National Science Education Standards, Physical Science Standards (Grades K-4) #B2, Position and motion of objects: An object's motion can be described by tracing and measuring its position over time. The position and motion of objects can be changed by pushing or pulling. The size of the change is related to the strength of the push or pull.</i>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Force & motion	Construct an experiment on force and motion based on simple oral commands using realia and illustrations in small groups (e.g. "Get the blocks. [Pause] Get the ramp. [Pause] Put the ramp on the blocks. [Pause] Put the ball on the ramp. [Pause] See it move.")	Construct an experiment on force and motion based on simple segmented instructions supported by illustrations in small groups	Construct an experiment on force and motion based on a series of oral statements supported by illustrations in small groups	Construct an experiment on force and motion based on oral discourse supported by illustrations in small groups	Construct an experiment on force and motion based on grade level oral discourse with a partner (e.g. "How can we move this ball? Work together to design a ramp that will move the ball the length of three desks. Think about what materials you will need and how you will put them together.")
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: push, pull, faster, force					
	Cognitive Function: Students at all levels of English language proficiency CREATE experiments on force and motion.					
	Example Context for Language Use: Students listen as the teacher gives directions about constructing experiments related to force and motion and negotiate their own plan in small groups.					
Level 6 - Reaching						

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Grade 1

Standard 5-Language of Social Studies

Connection		<i>Common Core Standards (Grade 1): Speaking and Listening Standards K–5 Comprehension and Collaboration: 2. Ask and answer questions about key details in a text read aloud or information presented orally or through other media. 3. Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood. Presentation of Knowledge and Ideas, 4. Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.</i>						
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching	
SPEAKING	Neighborhoods/ Communities	Name community workers and their job sites (e.g., “teacher-school,” “police officer-police station,” “librarian-library”) using photos or illustrations	Answer Wh-questions about community workers using photos or illustrations (e.g., “What do firefighters do?” “Firefighters fight fires.”)	Describe the work of community workers using photos or illustrations (e.g., “Firefighters ride a truck and use a hose to fight fires.”)	Explain the specific roles and characteristics of community workers using visual support (e.g., “Firefighters are brave and work as a team to put out fires.”)	Discuss the significance of community workers’ roles (e.g., “The firefighters are important because they protect our community and save lives. For example...”)		
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: community, neighborhood, responsibility	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the roles of community members/workers.						
	Example Context for Language Use: Students prepare brief oral presentations for the class about different members of their community (e.g., using information from classroom guest speakers, videos, or posters).							

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Grade 1

Complementary Strand: The Language of Multiculturalism

		Connection					
		<i>Alaska Standards for Culturally Responsive Students, B1, D5, E4:</i> Acquire insights from other cultures without diminishing the integrity of their own. Identify and utilize appropriate sources of cultural knowledge to find solutions to everyday problems. Determine how ideas and concepts from one knowledge system relate to those derived from other knowledge systems.					
		Example Topic					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
READING	Cultural diversity	Identify what is the same and different between cultural artifacts using illustrated word banks in small groups	Identify what is the same and different between cultural artifacts from illustrated texts in small groups	Identify the similarities and differences in the uses of cultural artifacts from illustrated texts using word banks in small groups	Compare and contrast the uses of cultural artifacts from illustrated text in small groups	Compare and contrast the meaning of cultural artifacts from illustrated texts in small groups	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: tradition, culture, same, different, respect	Cognitive Function: Students at all levels of English language proficiency ANALYZE cultural artifacts.					
	Example Context for Language Use: Students engage with a variety of narrative and expository texts to identify artifacts to include in a multicultural museum representing the diversity in the classroom (e.g., heritage, language, family customs, religion).						

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AUGUST 16, 2012

Grade 2

Standard 1-Social & Instructional Language

Connection		<i>Common Core Speaking and Listening Standards #2 (Grade 2):</i> Recount or describe key ideas or details from a text read aloud or information presented orally or through other media.						
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching	
LISTENING	School areas, personnel, & activities Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: across from, down the hall, in the corner, upstairs, custodian, second grade teacher, book fair, computer lab, fire drill	Match school areas to personnel or activities using icons or manipulatives with a partner based on oral statements	Categorize school areas to personnel and activities using graphic organizers and labeled icons based on oral descriptions (e.g., main office: principal talks to parents, secretary answers phone, nurse takes your temperature)	Make charts of school areas by personnel and activities using graphic organizers and based on oral descriptions	Complete maps of school areas including personnel and activities following a model based on descriptive oral discourse in small groups	Produce maps of school areas including personnel and activities based on extensive oral discourse in small groups		
	Cognitive Function: Students at all levels of English language proficiency ANALYZE oral directions.							
	Example Context for Language Use: Students go on a tour of the school and create maps incorporating school areas, personnel and activities based on oral descriptions.							

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Grade 2

Standard 2-Language of Language Arts

Connection		Common Core Speaking and Listening Standards #4 (Grade 2): Tell a story or recount an experience with appropriate facts and relevant, descriptive details, speaking audibly in coherent sentences.					Level 6 - Reaching
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
SPEAKING	<p>Storytelling/Experiential recounting</p> <p>Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: order, details, word choice, voice</p>	Point to and tell parts of stories events in story using photos/illustrations or wordless picture books with a partner (e.g., “ go to park, play with friends”)	Describe parts of stories (e.g., characters, settings) using photos/ illustrations or wordless picture books with a partner	Retell stories including main events, characters and settings using photos, illustrations, or wordless picture books with a partner	Tell detailed stories using photos, illustrations, or wordless picture books with a partner	Tell detailed stories with creative word choice and expression using photos, illustrations, or wordless picture books with a partner	
	Cognitive Function: Students at all levels of English language proficiency APPLY elements of stories to original storytelling or experiential recounting.						
	Example Context for Language Use: Students draw or make collages and then orally share stories with a beginning, middle and end about events with their peers.						

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Grade 2

Standard 3-Language of Mathematics

Connection		<i>Common Core Standards for Mathematics, Measurement and Data #8 (Grade 2):</i> Solve word problems involving dollar bills, quarters, dimes, nickels, and pennies, using \$ and ¢ symbols appropriately.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	<p>Money</p> <p>Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: cents, dollars, pennies, nickels, dimes, quarters</p>	Identify key words or phrases related to money and value using realia with a partner (e.g., “buy”, “give”, “take away”)	Identify key words and phrases related to money and value and act out exchange of money using realia with a partner	Identify key words and phrases related to money and value in simplified word problems (e.g., written in present tense with familiar contexts) using realia with a partner	Identify language related to money and value in word problems using realia with a partner	Identify details that do not relate to resolution in word problems related to money and value with a partner
	Cognitive Function: Students at all levels of English language proficiency will ANALYZE the relevance of information presented in word problems related to money					
	Example Context for Language Use: Students read real-life mathematics problems related to money in small groups.					
Level 6 - Reaching						

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Grade 2

Standard 4-Language of Science

		<i>National Science Education Standards C.2 (Grades K-4):</i> Plants and animals have life cycles that include being born, developing into adults, reproducing, and eventually dying. The details of this life cycle are different for different organisms. Plants and animals closely resemble their parents.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
WRITING	Connection						
	Example Topic						
	Life cycles Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: life cycle, stages	Label drawings about stages of life cycles using illustrated word banks (e.g., seed, sprout)	Complete sentences about stages of life cycles using illustrated word banks (e.g., "First, _____. Then, _____.")	Describe the stages of life cycles using illustrated word banks	Describe the sequence of stages of life cycles using illustrations	Compare the stages of life cycles using illustrations	Level 6 - Reaching
Cognitive Function: Students at all levels of English language proficiency will ANALYZE the changes in a life cycle.							
Example Context for Language Use: Students sequence and write about the stage within life cycles of plants and animals to create displays.							

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Grade 2

Amplified Strand

Standard 5- Language of Social Studies

Connection		<i>Common Core Standards, Key Ideas and Details #2 (Grade 2):</i> Identify the main topic of a multi-paragraph text as well as the focus of specific paragraphs within the text. 2. Describe the connection between a series of historical events, scientific ideas or concepts, or steps.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Historical events, people, and symbols	Match pictures with information about historical events, people or symbols following a model	Sort information about historical events, people or symbols using visual support and graphic organizers	Compare and contrast information about historical events, people or symbols from illustrated text using a table	Summarize information about historical events, people or symbols from illustrated text using a template	Interpret information about historical events, people or symbols from illustrated text
	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the connection between different historical events, people, and symbols of their community.					
Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	Our community had many blacksmiths in 1920.	Our region has copper and nickel mines. In the past, the mines gave blacksmiths metal for tools.	Recently, some community members started to worry about pollution from the mines. But the mining companies said they do not harm the environment.	The copper and nickel from mines in this region give many people jobs. So, many community members want to keep the mines open. But others are afraid the mines are polluting nearby rivers.	Companies began mining valuable metals in 1910. Since then, miners dug up many tons of copper and nickel. Blacksmiths used this metal to create different objects. Some community members fear metals from the mines are polluting our local rivers. The mining companies disagree.

Level 6 - Reaching

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AUGUST 16, 2012

	Language Forms & Conventions	our has → had In 1910	mines, metals give → gave for	Recently, <u>Started/began to</u> But they companies	<u>in this</u> region <u>So,</u> others mines' <u>are</u> polluting nearby	mine v. <u>mining</u> since then dig up → dug up
	Vocabulary Usage	community blacksmiths	region copper nickel tools	members worry pollution harm environment	support economy nearby	valuable tons different objects disagree
<p>Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: founded in..., settlement, landmark, heritage</p>						
<p>Example Context for Language Use: Students will read informational text about the different historical events, people and symbols that have been important for the development of their community in preparation for creating a timeline poster.</p>						

Grade 2

Amplified Strand (continued)

Standard 5- Language of Social Studies

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AUGUST 16, 2012

Grade 2

Complementary Strand: The Language of Visual Arts

		<i>National Visual Arts Standard 2 (Grades K-4):</i> Students know the differences among visual characteristics and purposes of art in order to convey ideas. Students describe how different expressive features and organizational principles cause different responses.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
SPEAKING	Visual characteristics	Point to and name visual characteristics of models of art forms using graphic support (e.g., palette of colors) with a partner	Categorize visual characteristics of models of art forms (e.g., shades of color) using graphic support with a partner	Describe variation in visual characteristics of models of art forms using graphic support with a partner	Discuss variation in visual characteristics of models of art forms using graphic support with a partner	Explain variation in visual characteristics using graphic support with a partner	Level 6 - Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: shades of color, form, materials, style, palette, artist	Cognitive Function: Students at all levels of English language proficiency ANALYZE visual characteristics of art forms.					
	Example Context for Language Use: Students, identifying themselves as artists, relate the visual characteristics of their art work to peers and communicate how the visual attributes or materials lend themselves to different ideas.						

The English Language Development Standards

Grades 3-5

Draft Release, September 2011



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Grade 3

Standard 1-Social & Instructional Language

Connection		Common Core Standards for Writing #8 (Grade 3): Recall information from experiences or gather information from print and digital sources; take brief notes on sources and sort evidence into provided categories.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Information gathering	List key ideas and details related to a specific topic using an illustrated semantic web with a partner	Outline key ideas and details related to a specific topic using graphic organizers with a partner	Paraphrase key ideas and details related to a specific topic using graphic organizers with a partner	Describe key ideas and details related to a specific topic using a model with a partner	Summarize key ideas and details related to a specific topic
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: main ideas, supporting details, important, category	Cognitive Function: Students at all levels of English language proficiency ANALYZE text for key ideas and take notes.				
		Example Context for Language Use: As a prewriting activity, students take notes on main ideas and details as they research a topic.				
Level 6 - Reaching						

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Grade 3

Amplified Strand

Standard 2-Language of Language Arts

		<i>Common Core Standards for Writing #5 (Grade 3):</i> With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6- Reaching
WRITING	Revising & editing	Supply words for sentences about revising and editing from models	Complete sentences about revising and editing from models	Compose sentences about revising and editing from models	Suggest original ideas for revising and editing using a word bank	Provide comprehensive feedback for revising and editing	
	Cognitive Function: Students at all levels of English language proficiency EVALUATE writing.						

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AUGUST 16, 2012

		<p>Discourse Complexity</p> <p>My favorite part of the story was the _____. (beginning, middle, end)</p> <p>You did a _____ job.</p> <p>I suggest adding _____. (information, humor, etc.)</p>	<p>The best part of your story was...(the setting/ the characters)</p> <p>I enjoyed... because....</p> <p>To make your story better,...(add... tell me more about..., etc.)</p>	<p>In the story about your dog, I really liked the sentences about your dog's size, color, and fur. The details helped me know what she looks like. One thing you can improve is to write more about the place where you and your dog like to play games.</p>	<p>Great job on the story about your dog. I liked the title you chose, "Life with Summer." You described your dog very well, so I can see her in my mind. I also have some suggestions. First, instead of using the word type, use breed because it is more specific. Second, please explain the phrase, "She is my alarm clock." What does she do to wake you up?</p>	<p>Overall, I think your writing was very interesting. You were good at describing the qualities of your main character. To improve your writing, I suggest you include more details about the problems you came across when you left your dog alone. Also, the long sentences in the paragraph about the things you did with your dog during the summer were hard to follow. I recommend you reword these sentences. As you revise, I suggest you read your own writing aloud. This will help you find anything that does not make sense.</p>	
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AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Language Forms & Conventions	is → was do did	your, my, his, hers better, best enjoy → enjoyed because	really about dog's where	“Life with Summer” choose → chose also and so First/Second “She is my alarm clock”	Overall, To ..., Also, As you revise,
	Vocabulary Usage	beginning, middle, end favorite information humor	setting, characters enjoyed add tell me more	sentences looks like write more	suggestions several instead breed specific phrase	interesting qualities aloud recommend make sense
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: edit, revise, delete, paraphrase, reword, elaborate, details					
Example Context for Language Use: Students revise a personal narrative based on feedback received in peer and teacher writing conferences.						

Grade 3

Amplified Strand (continued)

Standard 2-Language of Language Arts

Grade 3

Standard 3-Language of Mathematics

		Connection					
		<p><i>Common Core Standards for Mathematics, Measurement and Data #5-6 (Grade 3):</i></p> <p>5. Recognize area as an attribute of plane figures and understand concepts of area measurement.</p> <ul style="list-style-type: none"> 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. 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. <p>6. Measure areas by counting unit squares (square cm, square m, square in, square ft, and improvised units).</p>					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 – Reaching
Example Topic							
LISTENING	<p>Area</p> <p>Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: square unit, unit square, length, width, area</p>	<p>Recognize simple oral suggestions to design models or floor plans using models and manipulatives (e.g., “Make a square like this.”)</p>	<p>Respond to simple oral suggestions to design models or floor plans using manipulatives and illustrations (e.g., “Make a 3 x 5 rectangle.”)</p>	<p>Follow simple oral suggestions to design models or floor plans using manipulatives and illustrations</p>	<p>Follow oral suggestions to design models or floor plans using manipulatives</p>	<p>Interpret oral suggestions with detailed specifications to design models or floor plans</p>	
	Cognitive Function: Students at all levels of English language proficiency CREATE floor plans or models combining personal and suggested ideas						
	Example Context for Language Use: Students listen to ideas from peers to incorporate in collaboratively-created floor plans or models for a building.						

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Grade 3

Standard 4-Language of Science

Connection		<i>National Science Education Standards B.3 Light, heat, electricity, and magnetism (Grades K-4):</i> Electricity in circuits can produce light, heat, sound, and magnetic effects. Electrical circuits require a complete loop through which an electrical current can pass.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
SPEAKING	Electricity	Select and name reasons for outcomes of experiments on electricity performed using visual representations of possible outcomes (e.g., “electricity goes”, “electricity stops”)	State reasons for outcomes of experiments on electricity performed using visual representations and sentence starters (e.g., “The bulb turned on because...”, “The balloons attracted/ repelled because...”)	Describe reasons for outcomes of experiments on electricity using visual representations and graphic organizers	Summarize reasons for outcomes of experiments on electricity using visual representations	Draw conclusions about experiments on electricity
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: static electricity, charge, attract, repel	Cognitive Function: Students at all levels of English language proficiency ANALYZE experimental observations.				
		Example Context for Language Use: Students discuss their observations and draw conclusions about the outcomes of electricity experiment in small groups.				
		Level 6 – Reaching				

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Grade 3

Standard 5- Language of Social Studies

Connection		<i>New Mexico- Civics and Government III-A:</i> 1. Explain the basic structure and functions of local governments. 2. Describe and give examples of “public good.” 3. Explain how New Mexico helps to form a nation with other states.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Purposes, structures, and functions of government	Match labeled pictures of people participating in the government to visual representations of their functions (e.g. mayor to city government; governor to state government; president to national government) with a partner in L1 or L2	Pair labeled pictures of people participating in the governments and illustrated descriptions of their functions with a partner in L1 or L2	Connect labels of people participating in the government to short descriptions of their functions with a partner	Relate labeled pictures of people participating in the government to detailed descriptions of their functions with a partner	Associate labeled pictures of people participating in the government to detailed descriptions of their functions
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: court system, citizenship, Constitution, rights, rules	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the various functions of government				
		Example Context for Language Use: Students read expository texts about different ways people participate in local, state and national government and create visual references to represent them.				
						Level 6 - Reaching

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 3

Complementary Strand: Language of Health & Physical Education

Connection		<i>National Health Education Standards #1, Health Promotion and Disease Prevention (Grades K-4):</i> Students will comprehend concepts related to health promotion and disease prevention. Describe relationships between personal health behaviors and individual well being. Identify indicators of mental, emotional, social, and physical health during childhood. Describe the basic structure and functions of the human body systems. Describe how the family influences personal health. Describe how physical, social, and emotional environments influence personal health.					
Example Topic							
LISTENING	Healthy habits	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 – Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: consequences, healthy decisions, decision making, habits, self-control, stress, dental flossing, sun protection	Point to healthy options from simple visually-supported oral discourse following a model	Select healthy options from visually-supported oral discourse using graphic organizers	Rank healthy options from oral discourse using graphic organizers	Identify details related to healthy options from oral discourse using graphic organizers	Justify healthy options from extended oral discourse	
	Cognitive Function: Students at all levels of English language proficiency EVALUATE different habits to decide if they are healthy or not.	Example Context for Language Use: Students listen to role plays (e.g., videos or performances) about healthy and unhealthy habits and identify good decisions.					

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AUGUST 16, 2012

Grade 4

Standard 1-Social & Instructional Language

		Connection					
		<p><i>Common Core State Standards for English Language Arts, Speaking and Listening, Comprehension & Collaboration #1 (Grade 4):</i> 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.</p> <p><i>Alaska Standards for Culturally-Responsive Schools, Cultural Standards for Students #C4, D3, E7, E8:</i> Enter into and function effectively in a variety of cultural settings; determine how cultural values and beliefs influence the interaction of people from different cultural backgrounds</p>					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
Example Topic							
SPEAKING	Cross-cultural communication	Name differences in points of view in a variety of cultural settings using labeled photographs and personal experiences following a model with a partner	Describe points of view in a variety of cultural settings using labeled photographs and personal experiences in small groups	Compare points of view in a variety of cultural settings using print and visual resources and personal experiences in small groups	Paraphrase multiple points of view in a variety of cultural settings using print and visual resources along with personal experiences in small groups	Summarize in detail multiple points of view in a variety of cultural settings using print and visual resources along with personal experiences in small groups	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: cultural differences, point of view, respect, issues, personal experiences	Cognitive Function: Students at all levels of English language proficiency ANALYZE cultural perspectives.					
		Example Context for Language Use: Students participate in discussions around culturally-sensitive scenarios or real life situations (e.g., class meetings) in order gain cross-cultural perspectives.					

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AUGUST 16, 2012

Grade 4

Standard 2-Language of Language Arts

Connection		<i>Common Core State Reading Standards, Foundational Skills #4. (Grade 4):</i> Read with sufficient accuracy and fluency to support comprehension. c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Fluency strategies	Distinguish between fluent and non-fluent oral reading from visually-supported models or excerpts from familiar text (e.g., language experience stories)	Recognize fluency strategies (e.g., emphasis of key words and expressions) in oral reading of visually-supported text with a partner	Self-assess when oral reading visually supported text and identify fluency strategies with a partner	Discuss use of fluency strategies when orally reading visually-supported text with a partner	Explain how to apply fluency strategies, including how to self-correct, when reading orally with a partner
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: fluency strategy, self-assess, self-correct	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND fluency strategies to gain comprehension of text.				
		Example Context for Language Use: Students exchange information from grade-level factual and fictional readings related to fluency strategies.				
Level 6 - Reaching						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 4

Standard 3-Language of Mathematics

		Connection					
		<i>Common Core Standards for Mathematics, Geometry #1-2 (Grade 4):</i> Draw points, lines, line segments, rays, angles (right, acute, obtuse), and perpendicular and parallel lines. Identify these in two-dimensional figures. 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.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
Example Topic							
WRITING	Lines & angles	Label lines and angles according to their properties using manipulatives and graphic support	Categorize lines and angles according to their properties using manipulatives and graphic support	Describe lines and angles according to their properties using manipulatives and graphic support	Compare and contrast lines or angles according to their properties using manipulatives and graphic support	Define lines and angles according to their properties (e.g., "My desk has four right angles on the top, which are 90 degrees. Each leg of the desk has two acute angles of 55 degrees each and two obtuse angles of 125 degrees each.")	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: obtuse, acute, right angle; parallel and perpendicular lines, end points, rays, vertex, line segment, degrees, protractor						
		Cognitive Function: Students at all levels of English language proficiency ANALYZE lines and angles according to their properties.					
		Example Context for Language Use: Students write about the types and properties of lines and angles they find, measure, and classify in their school, home, or community.					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 4

Amplified Strand

Standard 4-Language of Science

Connection		<i>National Science Education Standards, Earth and Space Science, D, Properties of Earth Materials:</i> Earth materials are solid rocks and soils, water, and the gases of the atmosphere. The varied materials have different physical and chemical properties, which make them useful in different ways, for example, as building materials, as sources of fuel, or for growing the plants we use as food. Earth materials provide many of the resources that humans use... Fossils provide evidence about the plants and animals that lived long ago and the nature of the environment at that time... The surface of the earth changes. Some changes are due to slow processes, such as erosion and weathering, and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Earth history/materials	Match the process or event with its effect on earth materials based on oral descriptions with a partner in L1 or L2 using photos or illustrations	Identify and sort the effect of processes or events on earth materials based on oral descriptions with a partner in L1 or L2 using photos, illustrations, or animations	Categorize the effects of processes or events on earth materials based on oral descriptions with a partner using photos, illustrations, or animations and graphic organizers	Distinguish between effects of processes or events on earth materials based on oral descriptions using photos, illustrations, or animations	Interpret the effects of processes or events on earth materials based grade-level oral discourse
	Cognitive Function: Students at all levels of English language proficiency ANALYZE the results of change over time due to processes affecting earth materials.					

Level 6- Reaching

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

	<p>Discourse Complexity</p>	<p>Did you see erosion in the video? (waits for students to respond) Yes? How did you know it was erosion? (Teacher paraphrases responses) Right. Erosion is when water-like in a storm (shows picture of a storm) or a tornado (shows picture of a tornado) removes earth materials (points to a poster showing different earth materials). Weathering also breaks rocks. We talked about weathering yesterday (points to an illustrated poster about weathering). But it is different. See? Weathering does not move the rocks; erosion does. Look at this graphic organizer. When I show you a picture, decide with your partner if the picture shows erosion (teacher points to illustrated definition) or weathering (point to illustrated definition). Tell me why. You can use English or your native language.</p>	<p>The video was about erosion (points to an illustrated definition of erosion.) This is when wind or water removes earth materials; see the picture? What other examples did you see? (Students provide examples like tornados or storms, and the teacher repeats each example while pointing at the corresponding picture.) Yesterday, we talked about weathering (points to an illustrated definition of weathering). Weathering breaks rocks like erosion. That's how they are the same. Weathering does not move materials; that's how weathering is different from erosion. Look at this graphic organizer. When I show you a picture, you need to decide with your partner if the picture shows erosion (teacher points to illustrated definition) or weathering (point to illustrated definition). Tell me why.</p>	<p>We watched a video about erosion. Erosion is when wind or water removes earth materials. What examples did you see in the video? (Students provide examples like tornados or storms and the teacher repeats each example while pointing at the corresponding pictures). Tornados, right. Storms, here is a picture of a storm. Weathering is different. It breaks rocks, but it does not move earth materials. Now, I will show you more pictures. Decide with your partner if the picture is an example of erosion (points to the word erosion) or weathering (points to the word weathering). You need to tell me why.</p>	<p>The video showed examples of erosion. Erosion happens when wind or water removes earth materials. What examples did you see in the video? (Students provide other examples like tornados, storms) Good. We also know what weathering is. It is similar to erosion because it breaks rocks. But it is different than erosion because it does not move any materials. Now, I am going to show you some pictures. You may work with a partner and tell me: is the picture an example of weathering or erosion? You will need to tell me why.</p>	<p>Did you notice examples of erosion in the video we just watched? Remember that erosion occurs when earth materials are removed by natural phenomena- like wind, water, and what else? (Students provide other examples like tornados, storms, etc). Good. Now remember, weathering is a bit different, isn't it? Weathering is similar to erosion because it breaks up rocks, but weathering doesn't move any materials. Now, I am going to show you some pictures and I would like you to decide which ones are examples of weathering and which are examples of erosion. Be ready to tell me why you think they are examples of one or the other, okay? Remember to provide some evidence.</p>
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AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Language Forms & Conventions	<u>Erosion</u> /removes materials. <u>Weathering</u> /does not <u>move</u> materials.	Weathering is <u>the same as</u> erosion. Weathering is different than	It breaks rocks, <u>but</u> it does not move materials	Weathering is the <u>same because</u> it breaks up rocks	Weathering is <u>similar to</u> erosion <u>because</u> it breaks up rocks
	Vocabulary Usage	rocks move tornado storm	materials remove tornado storm	earth materials remove why/because	earth materials remove similar to/different than	earth materials evidence occurs similar to/different
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: weathering, erosion, volcanic eruption, landslide					
Example Context for Language Use: Students listen to their teacher talk about how the surface of the earth has changed while watching a demonstration or video (e.g., demonstrating processes of erosion or weathering).						

Grade 4

Amplified Strand (continued)

Standard 4-Language of Science

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 4

Standard 5-Language of Social Studies

Connection		<i>New Mexico Social Studies Standards, Strand: Geography, Content Standard II-A, #1-3 (Grade 4): Apply geographic tools of title, grid system, legends, symbols, scale and compass rose to construct and interpret maps; translate geographic information into a variety of formats such as graphs, maps, diagrams and charts; draw conclusions and make generalizations from geographic information and inquiry.</i>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Maps & globes/ Locations	Follow routes on maps based on simple oral descriptions using illustrated word banks and manipulatives (e.g. "North two [pause] east one.")	Identify routes on maps based on simple oral descriptions using illustrated word banks and manipulatives (e.g. "Free slaves went North.")	Identify routes on maps based on oral descriptions using illustrated word banks (e.g. "Florence Nightingale traveled southeast from London to Crimea.")	Record routes on maps based on multi-step oral directions using visual supports (e.g. "Columbus sailed southwest. His first stop was the Canary Islands. Then he continued west to San Salvador.")	Record routes on maps based on detailed multi-step oral descriptions (e.g., "The starting point of the trade route was in modern-day Ghana. From there, traders set out for a city located at 30 degrees north latitude and 30 degrees east longitude. Which city is it?")
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: map key, compass rose, cardinal directions, intermediate directions, locator, map scale, equator, hemisphere, continent					
	Cognitive Function: Students at all levels of English language proficiency APPLY understanding of map concepts and skills.					
	Example Context for Language Use: Students identify locations on a variety of maps (e.g., political maps, physical maps, time zone maps) by listening to a partner's descriptions.					
						Level 6 - Reaching

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AUGUST 16, 2012

Grade 4

Complementary Strand: The Language of Technology & Engineering

Connection		<i>International Society for Technology in Education National Educational Technology Standards for Students, #4 (Technology Communication Tools): Students use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences. Students use a variety of media and formats to communicate information and ideas effectively to multiple audiences.</i>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Multimedia publishing	Label images/illustrations/icons that show the steps for creating a multimedia presentation using illustrated word banks	Describe the steps for creating a multimedia presentation using graphic organizers and illustrated word banks	Describe the process for creating a multimedia presentation using graphic organizers and word banks	Detail the process for creating a multimedia presentation using word banks	Produce a manual/brochure describing the process for creating a multimedia presentation
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: software program, file name, tool bar, icons, formatting, image, clip art, slides	Cognitive Function: Students at all levels of English language proficiency CREATE procedural directions.				
	Example Context for Language Use: Students create a manual/brochure for a specified audience describing the procedures for creating a multimedia presentation as part of a collaborative project.					
Level 6 - Reaching						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 5

Amplified Strand

Standard 1-Social & Instructional Language

		<p><i>Common Core State Standards for English Language Arts, Speaking and Listening, Presentation of Knowledge & Ideas #4-5 (Grade 5):</i> 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; Add audio recordings and visual displays to presentations when appropriate to enhance the development of main ideas or themes.</p>				
		Connection		Example Topic		
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
SPEAKING	Peer assessment of presentations	Share ratings of a peer's effectiveness in giving a presentation using simple illustrated sentence starters and a word bank	Tell about a peer's effectiveness in giving a presentation using more varied and complex illustrated sentence frames	Describe a peer's effectiveness in giving a presentation using templates	Elaborate on a peer's effectiveness in giving a presentation and suggest improvements using templates	Explain reasons for evaluation of a peer's presentation using templates
	<p>Cognitive Function: Students at all levels of English language proficiency EVALUATE their classmates' presentations and give oral feedback.</p>					
						Level 6- Reaching

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	I can see your eyes. I can hear you. You talk fast. You have good visuals.	I can always see your eyes. You were easy to hear because you were loud. I liked your visuals. I liked the pictures best.	Good job on your presentation. I liked when you told us about koala bear habitats. You showed pictures that helped me understand. One thing you could improve is not reading your notes so much but your voice was clear.	Your presentation showed you understand the topic very well. Your map about different habitats was interesting. You spoke with a very clear voice but sometimes you spoke too fast. I suggest you focus on looking at each member of your audience because you looked down a lot.	Overall, I think your presentation was really strong. You were particularly good at highlighting unusual facts and details about animals and their habitats. To improve your presentation, I suggest slowing down a little and increasing your volume. At times, I missed part of the idea because you spoke too quickly or too softly. Next time, I recommend practicing in front of a mirror to get more comfortable giving a presentation.
	Language Forms & Conventions	you → your <u>eyes</u> <u>visuals</u>	Like → <u>liked</u> are → were because	I liked <u>when</u> (what/how/that) You <u>could</u> but	very well (not good) too	Overall, At times, Next time, really particularly quickly softly

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AUGUST 16, 2012

	Vocabulary Usage	see	always/ sometimes/ never	presentation	topic	highlighting
		hear		improve	spoke	recommend
		talk	easy	voice	suggest	increasing volume
		fast/slow	loud	clear	focus on	
		visuals	best		member	
					audience	
<p>Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: eye contact, voice projection, pace, visual aid</p>						
<p>Example Context for Language Use: Students provide coaching or feedback to peers' presentations.</p>						

Grade 5

Amplified Strand (continued)

Standard 1-Social & Instructional Language

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AUGUST 16, 2012

Grade 5

Standard 2-Language of Language Arts

		Common Core State Reading Standards for Literature & Informational Text, Key Ideas and Details #1 (Grade 5): Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.						
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging		
LISTENING	Connection Example Topic Explicit & inferential information Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: character traits, characterization, provide evidence, direct quotations, I infer that...	Identify character traits or emotions based on explicit information from text read aloud, prompted by visual cues, physical movement, and tone of voice	Identify details related to character traits based on information from text read aloud, prompted by visual cues and tone of voice (e.g., "Sam is adventurous because...")	Identify character traits based on explicit and inferential information from text read aloud using visual cues (e.g., "How did Sam feel when his brother won the award? How do you know?")	Connect events to show character development over time based on explicit and inferential information from text read aloud using visual support (e.g., flow chart, timeline, story map)	Predict a character's reaction to a hypothetical situation based on inferential information from text read aloud	Level 6 – Reaching	
	Cognitive Function: Students at all levels of English language proficiency ANALYZE information about characters in a text.							
	Example Context for Language Use: Students listen to a teacher read-aloud and discuss character traits gleaned from the text with a partner.							

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 5

Standard 3-Language of Mathematics

		<p style="text-align: center;">Connection</p> <p>Common Core State Standards for Mathematics, Geometry #1-2 (Grade 5): 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); 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.</p>					
		<p style="text-align: center;">Example Topic</p>					
SPEAKING	Coordinate plane	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 – Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: horizontal and vertical axes, coordinates, coordinate plane	Ask and answer yes/no questions related to coordinate plane maps using teacher oral scaffolding and visual supports (e.g., “Is the house at (2,3)?”)	Ask and answer simple wh- questions related to coordinate plane maps using sentence frames and visual supports (e.g., “Where is the school?”)	Describe the relationship between two points on coordinate plane maps using a word bank and visual support (e.g., “The school is 4 blocks east of the library.”)	Describe the relationships among multiple points on coordinate plane maps using visual support (e.g., “The new park will be one block from the school and 4 blocks from the bank. It will be located at (4,7).”)	Explain how to plot points and navigate distances between locations on coordinate plane maps	
		Cognitive Function: Students at all levels of English language proficiency UNDERSTAND how to plot points on a coordinate plane.					
		Example Context for Language Use: Students give directions for navigating to and from locations on the map with a partner to practice referring to axes and coordinates.					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 5

Standard 4-Language of Science

		Connection						
		National Science Education Standards, Life Science, C, Reproduction and Heredity (Grades 5-8): Reproduction is a characteristic of all living systems; because no individual organism lives forever, reproduction is essential to the continuation of every species. Some organisms reproduce asexually. Other organisms reproduce sexually... Every organism requires a set of instructions for specifying its traits. Heredity is the passage of these instructions from one generation to another... The characteristics of an organism can be described in terms of a combination of traits. Some traits are inherited and others result from interactions with the environment.						
		Example Topic	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
READING	Reproduction & heredity	Identify the main steps in the process of flowering plants' reproduction process from illustrated texts (media, posters) with a partner	Define the main steps in the process of flowering plants' reproduction process from illustrated texts (books, media, posters) using a graphic organizer with a partner	Describe the main steps in the process of flowering plants' reproduction from a variety of texts (illustrated books, media, posters) using a graphic organizer with a partner.	Explain the main steps in the process of flowering plants' reproduction from a variety of texts (books, media, encyclopedias) with a partner	Summarize the process of flowering plants' reproduction from a variety of texts(e.g., books, media, encyclopedia)		
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: species, inherited traits	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND how flowering plants reproduce.						
	Example Context for Language Use: Students read a variety of informational to learn about how flowering plants reproduce to participate in a debate about the benefits and disadvantages of commercial pollination.							

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 5

Standard 5-Language of Social Studies

Connection		<i>Minnesota: Social studies Standards I. U.S. History B. Pre-history through 1607 (Grade 5):</i> The student will demonstrate knowledge of European exploration of the North American continent and the resulting interaction with American Indian nations. 2. Students will know and explain that interactions between American Indian tribes and European explorers had positive and negative impacts.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Exploration	Represent personal view of impacts of exploration using graphic organizers (e.g., T-chart, concept map) and illustrated word banks	State personal view of impacts of exploration using illustrated word banks	Describe personal view of impacts of exploration using graphic organizers	Explain personal view of impacts of exploration using graphic organizers and word banks	Critique impacts of exploration using graphic organizers (e.g., regarding global advancement and distribution of wealth)
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: colonization, explorers, discovery, conquest, push and pull factors	Cognitive Function: Students at all levels of English language proficiency EVALUATE information about exploration.				
		Example Context for Language Use: Students write about the impacts of exploration on both the old and new worlds (e.g., pretend you are an explorer writing a letter home or in your journal).				
		Level 6 - Reaching				

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 5

Complementary Strand: Language of Music & Performing Arts

		Connection					
		<i>The National Standards for Arts Education #1, Singing, Alone and with Others, A Varied Repertoire of Music (Grades 5-8):</i> Students sing accurately and with good breath control throughout their singing ranges, alone and in small and large ensembles. Students sing with expression and technical accuracy a repertoire of vocal literature with a level of difficulty of 2, on a scale of 1 to 6, including some songs performed from memory. Students sing music representing diverse genres and cultures, with expression appropriate for the work being performed. Students sing music written in two and three parts. Students who participate in a choral ensemble sing with expression					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
Example Topic							
LISTENING	Breathing techniques	Follow breathing exercises from models and oral directions using visual support	Follow breathing exercises from simple oral directions using visual support	Complete breathing exercises from oral directions using visual support	Complete breathing exercises from oral descriptions using visual support	Perform breathing exercises from oral descriptions	
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: diaphragm, head voice, chest voice	Cognitive Function: Students at all levels of English language proficiency with UNDERSTAND breathing basics for singing.					
		Example Context for Language Use: Students listen and respond to teacher's guidelines and advice on how to control their breathing while singing alone or with others.					

The English Language Development Standards

Grades 6-8

Draft Release, September 2011



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STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 6

Standard 1-Social & Instructional Language

		<i>Common Core State Standards for English Language Arts, Reading Standards for Informational Text, Key Ideas and Details #2 (Grade 6): 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.</i>				
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Connection Example Topic Social etiquette Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: posture, etiquette, manners, setting, social interactions	Restate context for polite behavior based on visually supported text (e.g. "Where do these rules apply?")	Reword single polite behaviors prescribed in a simple instructional text (e.g., "Show me how to sit in an assembly.")	Paraphrase information about behavioral expectations from illustrated handbooks and texts in a small groups	Summarize information about behavioral expectations from handbooks and grade-level texts in a small group	Interpret information about behavioral expectations from handbooks and grade-level texts
	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND behavioral expectations.					Level 6 - Reaching
	Example Context for Language Use: Students read information about behavioral expectations (e.g. school handbook, classroom syllabus, etc.) to create environmental print for their classroom/school community.					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 6

Standard 2-Language of Language Arts

Connection		<p><i>Common Core State Language Standards, Conventions of Standard English #1-2 (Grade 6):</i> Demonstrate command of the conventions of standard English grammar 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; 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.</p>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	<p>Conventions & mechanics</p> <p>Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: edit, dependent/independent clause, prepositional phrase, appositive, semicolon</p>	Propose revisions of written text through short comments (e.g. on sticky notes, notes on the margin, etc.) using models and environmental print	Recommend revisions of written text through comments (e.g. on sticky notes, notes on the margin, etc.) using models and environmental print	Suggest revisions of written text through extended comments (e.g. response templates, response journals, etc.) using models and environmental print	Explain suggestions for revision of written text through detailed comments (e.g. response journals, letters to peers, etc.) using models and environmental print	Justify suggestions for revision of written text through detailed feedback (e.g. response journals, letters to peers, etc.) using models and environmental print
	Cognitive Function: Students at all levels of English language proficiency APPLY their knowledge of English conventions and mechanics.					
	Example Context for Language Use: Students provide written feedback to each other about their use of conventions and mechanics on original written texts (e.g. compositions, journals, essays, etc).					
		Level 6 - Reaching				

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 6

Amplified Strand

Standard 3-Language of Mathematics

Connection		<p><i>Common Core State Standards for Mathematics, Ratios and Proportional Relationships #3 (Grade 6):</i> 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... 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.</p>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Ratio & rate	List choices for use of rate in real-life situations using templates with a partner	Record choices for use of rate in real-life situations using templates with a partner	Describe choices for use of rate in real-life situations using graphic organizers with a partner	Explain choices for use of rate in real-life situations using charts with partners	Justify choices for use of rate in real-life situations with partners
	Cognitive Function: Students at all levels of English language proficiency EVALUATE their options and make choices.					
Level 6- Reaching						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	We choose <u>the tablet</u> . It costs <u>\$500</u> . The discount is <u>20%</u> . It is <u>cheap</u> .	Selection: We <u>picked the computer</u> . Price: <u>It costs \$750</u> . Discount: <u>Today it is only 15%</u> . Reason: The discount rate <u>is better today</u> .	There are many phones. We selected the smart phone. Flip phones are cheaper, but the smart phone is more useful. The original price is \$400 plus sales tax. It was on sale for 15% off.	We chose to buy the tablet because it was a better deal. It was more expensive than the computer, however, it had a bigger percentage off. The tablet was \$495 and the computer was \$450. The rate of discount on the tablet was 20% and the rate of discount of the computer was 10%, so the tablet was a better value.	We had a choice of buying a tablet or a smart phone. We selected the tablet because it was the best value at the discount rate and we wanted to use it to watch movies. The estimated price of the tablet, including the discount and sales tax, was \$495. We figured we could go to the library if we wanted to use the computer. Plus, we can use the tablet to do searches on the internet.
	Language Forms & Conventions	cheap expensive	cheaper than the cheapest	Flip phones are cheaper, <u>but...</u>	<u>more expensive than the computer,</u> <u>however,...</u> discount <u>on</u> so the tablet	The estimated price of the tablet, <u>including the discount and sales tax</u> , was \$495.
	Vocabulary Usage	discount costs	price discount rate	sales tax on sale	percent off better deal	best value estimated price
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: sales tax, discount, percentage, ratio, proportion					
Example Context for Language Use: Students justify their choices of real-life situations in their daily notes (e.g., choosing items to buy based on discounts and local tax, selecting players for a fantasy team based on sports average, or determining best living option based on salary and local taxes.)						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 6

Standard 4-Language of Science

Connection		<p><i>National Science Education Standards, Life Science, C, Populations and Ecosystems (Grades 5-8):</i> A population consists of all individuals of a species that occur together at a given place and time. All populations living together and the physical factors with which they interact compose an ecosystem. Populations of organisms can be categorized by the function they serve in an ecosystem. Plants and some micro-organisms are producers—they make their own food. All animals, including humans, are consumers, which obtain food by eating other organisms. Decomposers, primarily bacteria and fungi, are consumers that use waste materials and dead organisms for food. Food webs identify the relationships among producers, consumers, and decomposers in an ecosystem.</p>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Ecosystems	Verify key elements and features of ecosystems from oral information using L1 or L2 and illustrated word banks	Label key elements and features of ecosystems from oral information using a template and illustrated word banks	Record key elements and features of ecosystems from oral information using a template and word banks	Take notes of key elements and features of ecosystems from oral information using word banks	Take detailed notes of key elements and features of ecosystems from oral information
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: deciduous forest, coniferous forest, temperate, rain forest, biomes, savannah	Cognitive Function: Students at all levels of English language proficiency will REMEMBER elements of different ecosystems.				
		Example Context for Language Use: Students will listen to oral descriptions (e.g. video clips, lecture, peer groups etc.) and recognize key elements of various ecosystems to prepare real-life models of them to display in their classrooms.				
		Level 6 - Reaching				

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 6

Standard 5-Language of Social Studies

		Connection						
		<i>National Curriculum Standards for Social Studies, Standard 6: Power, Authority, and Governance (Middle Grades):</i> Learners will understand: fundamental values of constitutional democracy (e.g., the common good, liberty, justice, equality, and individual dignity); The ideologies and structures of political systems that differ from those of the United States; The ways in which governments meet the needs and wants of citizens, manage conflict, and establish order and security.						
		Example Topic						
SPEAKING	Forms & organization of government Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: branches, legislative, judicial, executive, branches, local and federal separation of powers	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging		Level 6 - Reaching
		Name similarities and differences among forms of government in different countries using graphic organizers and sentence starters	Describe similarities and differences among forms of government in different countries using graphic organizers	Give examples of similarities and differences among forms of government in different countries using a self-constructed graphic organizer	Compare and contrast among forms of government in different countries using a self-constructed diagram	Explain with details similarities and differences among forms of government in different countries using student notes		
		Cognitive Function: Students at all levels of English language proficiency ANALYZE the structure of international governments.						
		Example Context for Language Use: Students similarities and differences among the forms of governments in other countries to the class.						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 6

Complementary Strand: Language of Multiculturalism

Connection		<i>Alaska Cultural Standards for Students D (K-12):</i> Culturally-knowledgeable students are able to engage effectively in learning activities that are based on traditional ways of knowing and learning. 4. Gather oral and written history information from the local community and provide an appropriate interpretation of its cultural meaning and significance				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
SPEAKING	Interpretation of oral histories	Name events and traditions of the local community and their significance from notes taken using graphic organizers and illustrated environmental print	Describe events and traditions of the local community and their significance using note cards and illustrated environmental print	Explain events and traditions of the local community and their significance using note cards	Discuss events and traditions of the local community and their significance using notes from interviews	Interpret the significance of events and traditions of the local community using notes from interviews
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: accumulated specific knowledge, interpretation, local conventions, cultural significance	Cognitive Function: Students at all levels of English language proficiency ANALYZE traditional ways of knowing and interpreting information with events and traditions of the local community Example Context for Language Use: Students discuss the cultural significance of different community activities based on information from interviews with elders or long-term residents of the local community to identify relevant information to include in student-created resources (e.g. websites; publications, etc.) about their community.				
		Level 6 - Reaching				

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 7

Standard 1-Social & Instructional Language

Connection		Common Core State Standards for English Language Arts, Speaking and Listening, Presentation of Knowledge & Ideas #4-5 (Grade 7): 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. d. Acknowledge new information expressed by others and, when warranted, modify their own views.					
		Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding
LISTENING	Collaboration	Identify opinions or points of view on a particular contemporary issue from oral statements with a partner	Classify opinions or points of view on a particular contemporary issue using a graphic organizer	Compare opinions or points of view on a particular contemporary issue based on oral statements with a partner	Modify personal opinions or points of view on a particular contemporary issue based on oral discussion in small groups	Interpret oral scenarios on opinions or points of view on contemporary issues through role play or dramatization	Level 6 - Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: active listening, mutual respect, debate, disagree, articulate, stale mate, contemporary issue, concur	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND diverse views on contemporary issues.					
	Example Context for Language Use: Students listen to each other and interact in a classroom discussion on a contemporary issue (e.g., poverty, school rules) and consider how their opinion evolved.						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 7

Standard 2-Language of Language Arts

		Connection					
		Common Core State Speaking and Listening Standards, Comprehension and Collaboration #2. (Grade 7): 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.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 – Reaching
Example Topic							
SPEAKING	Main ideas	Respond to yes or no questions about the main idea with visual support (e.g. captioned illustrations of plot, characters, etc.)	Identify main idea using graphic organizer (e.g., story map, plot line) with a partner or small group	Explain main idea using graphic organizer (e.g., story map, plot line) to a partner or small group	Distinguish between the main idea and supporting details using graphic organizer and examples from the text	Discuss the main idea using extended discourse	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: supporting details, theme, thesis	Cognitive Function: Students at all levels of English language proficiency ANALYZE main ideas of short stories and novels.					
	Example Context for Language Use: Students discuss main idea of short stories and novels with partners or in small groups.						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 7

Standard 3-Language of Mathematics

		<p>Connection</p> <p>Common Core State Standards for Mathematics, Expressions and Equations #4 (Grade 7): 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 $px + q = r$, 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.</p>						
		Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Algebraic equations (linear equations)	Recognize words and phrases that provide key information to solve real-life mathematical problems using manipulatives, visual, and graphic supports	Recognize language that provides key information to solve real-life mathematical problems using visual and graphic supports	Identify language that provides key information to solve real-life mathematical problems using visual and graphic supports	Interpret language that provides key information to solve real-life mathematical problems using visual and graphic supports	Identify key implicit information to solve real-life mathematical problems	Level 6 - Reaching	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: inequality, linear equation, non-linear, simplify the expression, input/output	<p>Cognitive Function: Students at all levels of English language proficiency APPLY their algebraic knowledge to solve real-life problems.</p>						
	<p>Example Context for Language Use: Students read real-life problems and construct mathematical equations to find their solutions in small groups.</p>							

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 7

Standard 4-Language of Science

Connection		National Science Education Standards, Science as Inquiry, A, Understandings about Scientific Inquiry (Grades 5-8): Different kinds of questions suggest different kinds of scientific investigations. Some investigations involve observing and describing objects, organisms, or events; some involve collecting specimens; some involve experiments; some involve seeking more information; some involve discovery of new objects and phenomena; and some involve making models. Current scientific knowledge and understanding guide scientific investigations. Different scientific domains employ different methods, core theories, and standards to advance scientific knowledge and understanding... Scientific explanations emphasize evidence, have logically consistent arguments, and use scientific principles, models, and theories. The scientific community accepts and uses such explanations until displaced by better scientific ones. When such displacement occurs, science advances.					
		Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding
WRITING	Scientific inquiry	Illustrate and label control group and experimental group before and after the experiment using a graphic organizer	Complete summaries of the results of the control group and experimental group using graphic organizers	Describe the results of the control group and experimental group using graphic organizers	Compare and contrast the control group and experimental group before and after the experiment using graphic organizers	Interpret and summarize the results of the control group and experimental group after the experiment using a graphic organizer	Level 6 - Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: constants, control group, experimental group, hypothesis, hypothesis testing, data analysis, independent/dependent variable	Cognitive Function: Students at all levels of English language proficiency will UNDERSTAND how to interpret and represent the results of scientific inquiry.					
	Example Context for Language Use: Students summarize the results of a science experiment in a lab report.	Example Context for Language Use: Students summarize the results of a science experiment in a lab report.					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 7

Amplified Strand

Standard 5-Language of Social Studies

Connection		<i>Common Core Reading Standards for Literacy in History/Social Studies, Integration of Knowledge & Ideas #7: Integrate visual information (e.g., in charts, graphs, photographs, videos, or maps) with other information in print and digital texts.</i>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Agriculture	Identify agricultural icons using visual or graphic support (e.g., on maps or graphs)	Locate resources or agricultural products using visual or graphic support	Distinguish among resources or agricultural products using visual or graphic support	Find patterns associated with resources or agricultural products using visual or graphic support	Draw conclusions about resources or agricultural products on maps or graphs from grade-level text
	Cognitive Function: Students at all levels of English language proficiency ANALYZE the importance of agricultural resources to regional economies.					
Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	Corn and bananas grow in Brazil. Corn and bananas are agricultural products.	Rice, an agricultural product, is an important crop. It grows in the wet flat lands of China.	Coffee grows in countries with high mountains that are near the equator, while olives grow near warm seas. As a consequence, coffee is a major agricultural product of Ecuador while olives are important to the Mediterranean region.	Grains are significant agricultural products grown in the flatlands, or plains, of Russia. There are a variety of grains cultivated there. However, wheat accounts for over half of Russia's grain production while barley is Russia's second major grain.	Orange trees require the moist, nutrient-rich soil of tropical climates. In contrast, wheat prospers in cooler, arid climates with drier soil. Notice how agricultural productivity varies from region to region in Kenya. One requirement of successful agricultural production is selecting crops that are well-suited to the climate and soil of the region.

Level 6- Reaching

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

	Language Forms & Conventions	Coffee, corn, rice v. olives, bananas, oranges	Rice grows.... Bananas grow....	Corn grows... while olives grow...	...grown in the flatlands, or plains,....	One requirement of successful agricultural production is....
	Vocabulary Usage	crop rice corn bananas coffee olives wheat barley orange trees point to show	important crop farming region wet flat land locate	near the equator or near warm seas major consequence Mediterranean region while	accounts for cultivated significant a variety of grains plains	In contrast agricultural productivity/ production moist, tropical climates; cooler, arid climates well-suited
Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: renewable, non-renewable, resource allocation						
Example Context for Language Use: Students read informational texts and related websites about crops or agricultural products to use maps or create charts.						

Grade 7

Amplified Strand (continued)

Standard 5-Language of Social Studies

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 7

Complementary Strand: Language of Visual Arts

Connection		The National Standards for Arts Education #1, Understanding and Applying Media, Techniques, and Processes (Grades 5-8): Students select media, techniques, and processes; analyze what makes them effective or not effective in communicating ideas; and reflect upon the effectiveness of their choices. Students intentionally take advantage of the qualities and characteristics of art media, techniques, and processes to enhance communication of their experiences and ideas.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Media (Materials)	Identify materials that could be used to communicate different ideas and experiences from pictures and oral statements (e.g., "paper maché," "clay")	Match different qualities of materials with their ability to communicate different ideas and experiences with a partner	Categorize the different qualities of materials according to their effectiveness to communicate different ideas and experiences in a small group using a graphic organizer	Compare the effectiveness of different materials in their ability to communicate different ideas and experiences	Infer reasons for artist's selection of media from extended oral discourse
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: design, representation	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the communicative effectiveness of different artistic media.				
	Example Context for Language Use: Students listen to oral descriptions (e.g., teacher talk, video, pod cast, etc.) to determine the effectiveness of different materials or media.					
						Level 6 - Reaching

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 8

Standard 1: Social & Instructional Language

		Connection					
		<i>Common Core State Standards for English Language Arts, Writing, Text Type and Purposes #2-3 (Grade 8): Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content... Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.</i>					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
Example Topic							
WRITING	Peer Pressure	Draw and label storyboards about feelings and decisions influenced by peer pressure using illustrated word banks	Complete dialogues for storyboards or scripts about feelings and decisions influenced by peer pressure using model sentences	Describe actions for scripts about feelings and decisions influenced by peer pressure following models	Compose scripts about feelings and decisions influenced by peer pressure following models	Compose scripts about feelings and decisions influenced by peer pressure	
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: attitudes, behaviors, peer pressure, belonging, membership, strength of character						
	Cognitive Function: Students at all levels of English language proficiency CREATE a script.						
Example Context for Language Use: Students work in groups to prepare a script for a presentation (e.g., skit, video, multimedia) for incoming students focusing on peer pressure.							

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 8

Standard 2-Language of Language Arts

Connection		<i>Common Core Speaking and Listening Standards #3 (Grade 8):</i> 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.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Analysis of an argument	Answer yes/no questions about an argument with illustrations	Identify key words or phrases related to an argument using a word bank	Match claims with supporting evidence in an argument using a graphic organizer	Categorize information in an argument using graphic organizers (e.g., relevant/irrelevant; pros/cons)	Recognize strengths and weaknesses in an argument
	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the difference between making a claim and providing evidence.					

Level 6- Reaching

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	The main character, Loretta, is kind. She is also stubborn. She helps her best friend, but she does not go with her to the pond.	I think Loretta shows courage in chapter two. For example, she goes to the magical forest alone. She also does not run away from the dragon. So, I believe Loretta is brave.	In general, Loretta is a strong character. She is both faithful and fearless. As a companion, for instance, she never leaves Sandra's side. Additionally, Loretta challenges the dragon in the forest.	Of all the protagonists in the story, I think Loretta is the star. She frequently faces scary creatures when she wants to flee. More specifically, she conquers the dragon and prevents the goblins from hurting Sandra.	Undeniably, Loretta represents the heroine of the tale. She not only defeats wicked monsters throughout the story, but she also proves herself as a loyal friend, except when she leaves her cousin behind. In addition to having admirable character traits, she is physically strong whenever she has the magical powers. In terms of leadership qualities, Loretta shows others how to do the right thing.
	Language Forms & Conventions	she is/does v. she is not/does not but	shows For example, also So,	In general, both ..., for instance,... never Additionally,	Of all... rather than More specifically,	Undeniably, Not only...but also In addition <u>to</u> In terms of
	Vocabulary Usage	kind tough best friend pond	I think... courage magical dragon I believe	faithful fearless companion challenge	frequently flee conquer prevent	represents defeat serve character traits leadership
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: relevant, irrelevant, evidence, premise, assumption, claim, persuasive					
Example Context for Language Use: Students listen to oral arguments to differentiate between claims and evidence about literature.						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 8

Standard 3-Language of Mathematics

Connection		<i>Common Core State Standards for Mathematics, Geometry #3-4 (Grade 8):</i> Describe the effect of dilations, translations, rotations, and reflections on two-dimensional figures using coordinates. 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.				
		Example Topic				
LISTENING	Two-dimensional figures Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: geometric transformation, rotation, scale factor	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
		Adjust the position of figures from transformations identified orally (e.g., “rotate,” “reflect,” etc.) using models and manipulatives	Match the original and new position of figures from transformations described orally (e.g. “reflection over the y-axis”) using models and manipulatives	Select the new position of figures from transformations described orally (e.g. translate 3 units on the x-axis and 2 units on the y-axis) using graphic organizers and visual supports	Find the new position of figures from transformations described orally using notes and visual supports	Determine the new position of figures from transformations described orally
		Cognitive Function: Students at all levels of English language proficiency UNDERSTAND how changing an equation affects the position of figures in the coordinate plane.				
		Example Context for Language Use: Students listen to oral instructions to complete transformations (e.g. dilations, translations, rotations, and reflections) of two-dimensional figures in a coordinate plane.				
Level 6 - Reaching						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 8

Standard 4: The Language of Science

		Connection						
		National Science Education Standards, Physical Science, B, Transfer of Energy (Grades 5-8): Energy is a property of many substances and is associated with heat, light, electricity, mechanical motion, sound, nuclei, and the nature of a chemical. Energy is transferred in many ways...In most chemical and nuclear reactions, energy is transferred into or out of a system. Heat, light, mechanical motion, or electricity might all be involved in such transfers.						
		Example Topic	Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
SPEAKING	Forms of energy	Name the types of energy transferred using visual supports (e.g., heat, light, sound)	Give examples of the types of energy transferred using sentence frames and visual supports (e.g., "The _____ produces ____")	Describe the types of energy transferred using graphic organizers and visual supports	Compare and contrast the types of energy transferred using graphic organizers and visual supports	Discuss the types of energy transferred using visual supports		
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: heat wave, sound wave, conservation of matter, kinetic energy, potential energy							
		Cognitive Function: Students at all levels of English language proficiency will ANALYZE energy transfer.						
		Example Context for Language Use: Students decide with peers the types of energy transfers that occur in various situations from everyday life experiences (e.g. ice packs, thunderstorms, simple engines).						

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 8

Standard 5-Language of Social Studies

		Connection					
		Common Core State Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects, Text Type and Purposes #1 (Grades 6-8): 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.					
		Example Topic					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
READING	Globalization Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: interdependence, worldwide, network, transnational	Match visually-supported words or phrases related to different effects of globalization with a partner using graphic organizers in L1 or L2	Classify words or phrases related to the effects of globalization with a partner using graphic organizers in L1 or L2	Compare examples of the effects of globalization based on visually-supported text using graphic organizers (e.g., "Cell phones are a more significant part of globalization because...")	Compare changes over time in the effects of globalization based on visually-supported text (e.g., "At first, the Internet was only common in wealthy countries. Now it is everywhere. This is important because")	Draw nuanced conclusions about the effects of globalization from grade-level text (e.g., "As a result of these changes, our world is more connected than ever. This phenomenon also brings certain risks such as identity theft and loss of local culture.")	Level 6 - Reaching
		Cognitive Function: Students at all levels of English language proficiency EVALUATE the effects of globalization around the world and in their local community.					
		Example Context for Language Use: Students read informational articles on globalization to consider its impact on various parts of life (e.g., Internet, Coca-Cola, cable TV and movies).					

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

Grade 8

Complementary Strand: The Language of Health & Physical Education

Connection		The National Physical Education Standards #6, Setting Goals for Good Health (Grades 5-8): Students will demonstrate the ability to use goal-setting and decision-making skills to enhance health—Demonstrate the ability to apply a decision-making process to health issues and problems individually and collaboratively. Analyze how health-related decisions are influenced by individuals, family, and community values. Predict how decisions regarding health behaviors have consequences for self and others. Apply strategies and skills needed to attain personal health goals. Describe how personal health goals are influenced by changing information, abilities, priorities, and responsibilities. Develop a plan that addresses personal strengths, needs, and health risks.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Personal health goals	Classify personal health goals, decisions, or consequences using word banks or graphic organizers in L1 or L2	Describe personal health goals, decisions, or consequences using a word bank	Explain personal health goals, decisions, or consequences using sentence starters (e.g., “I chose ____ because ____.”)	Describe progress toward personal health goals using a model (e.g., “My body mass index has decreased but I have not lost weight. This may be because...”)	Relate progress toward personal health goals to grade-level content (e.g., “I know that I need to add more cardio instead of just weight lifting because I don’t have the highest metabolism...”)
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: nutritional content, body mass index, calories, food pyramid, metabolism	Cognitive Function: Students at all levels of English language proficiency EVALUATE choices for a healthy lifestyle.				
	Example Context for Language Use: Students design a fitness plan including a food and exercise diary to self-monitor their progress over time.					
		Level 6 - Reaching				

The English Language Development Standards

Grades 9-12

Draft Release, September 2011



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Grades 9-10

Standard 1-Social & Instructional Language

Connection		<i>Common Core State Standards for English Language Arts, Speaking and Listening, Comprehension & Collaboration #1.C (Grade 9-10):</i> 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.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
SPEAKING	Leadership	<p>Make statements identifying responses to community challenges using visuals and word banks in small groups (e.g., point out examples of evidence of leadership in pictures of community scenes)</p>	<p>Provide examples of responses to community challenges using sentence frames in small groups (e.g., "A leader could _____ to solve the problem.")</p>	<p>Pose questions about responses to community challenges using expanded sentence frames in small groups</p>	<p>Explain and elaborate on responses to community challenges in small groups</p>	<p>Defend responses to community challenges in small groups</p>
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: delegate, compromise, represent, motivate, inspire, set an example					
	Cognitive Function: Students at all levels of English language proficiency APPLY interpersonal and leadership strategies to current issues.					
	Example Context for Language Use: Students role play community leaders negotiating plans for how they would respond to current school or community challenges.					
Level 6 - Reaching						

STATE DEPARTMENT OF EDUCATION
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Grades 9-10

Standard 2- Language of Language Arts

Connection		<i>Common Core State Standards, English Language Arts, Reading: Informational Text, Integration of Knowledge and Ideas #8 (Grades 9-10): 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.</i>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Point of view	Identify examples of facts from visually supported captions (e.g. of newspaper or magazine photographs) with a partner in L1 or L2	Identify examples of point of view from visually supported captions (e.g. of political cartoons) with a partner in L1 or L2	Sort visually supported text according to point of view, and share with a partner	Identify evidence of point of view (e.g., word choice, tone) in various texts, and share in small groups	Compare and contrast various sources according to how point of view is expressed
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: bias, claim, evidence, argument, valid, stereotype, tone, perspective, judgment					
	Cognitive Function: Students at all levels of English language proficiency will ANALYZE author's point of view.					
	Example Context for Language Use: Students read a variety of texts (e.g., speech transcripts, websites, editorials) to identify author's point of view and choose appropriate sources for a research project.					
Level 6 – Reaching						

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Grades 9-10

Standard 3-Language of Mathematics

Connection		<i>Common Core State Standards for Mathematics, Geometry, Similarity, Right Triangles and Trigonometry #6-8 (Grade 9-10):</i> 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. Explain and use the relationship between the sine and cosine of complementary angles. Use trigonometric ratios and the Pythagorean Theorem to solve right triangles in applied problems				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	Right triangles	Sequence elements of right triangle word problems using illustrated phrase banks with a partner	Complete right triangle word problems using sentence frames and word banks (e.g., sine, cosine, tangent, right triangle)	Modify right triangle word problems using textbook models	Compose right triangle word problems using textbook models and rubrics	Compose right triangle word problems
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed</i> to grade-level words and expressions, such as: Trigonometric functions (sine, cosine, tangent), Pythagorean Theorem, Hypotenuse, opposite, adjacent	Cognitive Function: Students at all levels of English language proficiency CREATE word problems requiring the use of trigonometric ratios and the Pythagorean Theorem to solve.				
		Example Context for Language Use: Students write word problems that can be solved by using right triangles (e.g., finding the height of a tree by using its shadow), and trade with a classmate to solve each other's problems.				
Level 6 – Reaching						

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Grades 9-10

Amplified Strand

Standard 4-Language of Science

		<p>Connection</p> <p><i>National Science Education Standards, Science as Inquiry, A2, Design and Conduct Scientific Investigations (Grades 9-12):</i> The investigation may also require student clarification of the question, method, controls, and variables; student organization and display of data; student revision of methods and explanations; and a public presentation of the results with a critical response from peers.</p>					
		<p>Example Topic</p>					
		<p>Level 1 Entering</p>	<p>Level 2 Emerging</p>	<p>Level 3 Developing</p>	<p>Level 4 Expanding</p>	<p>Level 5 Bridging</p>	
<p>SPEAKING</p>	<p>Dependent & independent variables</p>	<p>Identify the effect of modifying variables using illustrated word banks in small groups</p>	<p>Give examples of the effect of modifying variables using illustrated word banks in small groups</p>	<p>Describe the effect of modifying variables using graphic organizers in small groups</p>	<p>Compare and contrast the effect of modifying variables using graphic organizers in small groups</p>	<p>Report on the effect of modifying variables in small groups</p>	<p>Level 6- Reaching</p>
	<p>Cognitive Function: Students at all levels of English language proficiency ANALYZE the effect of changing variables in an experiment.</p>						

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AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	Discourse Complexity	<p>Illustrated Word Bank: CO₂ Carbon dioxide = stayed the same Δ changed</p> <p>Students speak underlined language:</p> <p>The independent variable was <u>carbon dioxide</u>.</p> <p>In the control experiment, the reaction <u>stayed the same</u>.</p> <p>In the experiments with different proportions of carbon dioxide to water, the reaction <u>changed</u>.</p>	<p>The independent variable was carbon dioxide.</p> <p>We used the same amount of water and carbon dioxide. The reaction occurred.</p> <p>We used less carbon dioxide than water. The reaction occurred slowly.</p> <p>We took away carbon dioxide. The reaction did not occur.</p> <p>Carbon dioxide affected the reaction.</p>	<p>Carbon dioxide was the independent variable. We knew how much CO₂ to use in the experiment because we had the chemical equation for photosynthesis. In the control experiment, we used the amount of carbon dioxide in the equation. In the other experiments, we changed the amount of carbon dioxide. We observed the reaction slow down with less carbon dioxide.</p>	<p>We tested the impact of changing the amount of carbon dioxide in our experiment. To get carbon dioxide, we dissolved sodium bicarbonate in water. In our control experiment, we used the same proportion of carbon dioxide to water that the chemical equation for photosynthesis shows. We recorded the amount of water and carbon dioxide used in multiple experiments as well as our observations of what occurred. We found that when you use less carbon dioxide, the reaction rate slows down.</p>	<p>Several variables, including temperature and carbon dioxide influence the rate of photosynthesis. In our experiment, we tested the impact of varying amounts of carbon dioxide in the photosynthesis reaction. We dissolved sodium bicarbonate in water to obtain carbon dioxide. The proportion of carbon dioxide to water used in the control group matched the proportion shown in the chemical equation of photosynthesis. We changed the amount of carbon dioxide in the experimental groups and compared their reaction rates to that of the control group. Using data, we found the proportion of carbon dioxide to water affects the reaction rate.</p>
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AUGUST 16, 2012

	Language Forms & Conventions	<p>Reaction in beaker A is <u>slower than</u> reaction in beaker B.</p> <p>Reaction in beaker B is <u>faster than</u> reaction in beaker A.</p> <p>Reaction in beaker A is the <u>same as</u> reaction in beaker C.</p>	<p>variable <u>was</u> carbon dioxide</p> <p>We <u>used</u></p> <p>The reaction <u>occurred</u>.</p> <p>Carbon dioxide <u>affected</u></p>	<p>We <u>knew...</u> because?</p> <p>We <u>saw...</u> In the...</p>	<p>Changing a variable affects...</p> <p>Using different amounts of...</p>	<p><u>In our experiment</u>, we tested</p> <p><u>Using data</u>, we found...</p>
	Vocabulary Usage	<p>stay the same/ change same/different slow/fast</p>	<p>amount</p> <p>slowly rapidly</p> <p>affect</p>	<p>chemical equation</p> <p>photosynthesis</p> <p>observed</p>	<p>dissolve</p> <p>proportion</p> <p>reaction rate</p> <p>record</p>	<p>influence</p> <p>test (as a verb)</p> <p>obtain varying</p> <p>impact</p> <p>reaction rate</p>
<p><i>Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: dependent and independent variables, control and experimental groups, quantitative and qualitative data</i></p>						
<p>Example Context for Language Use: Students will discuss the design of an experiment to test the effect of changing a variable. Groups will perform the experiment and record their observations on the impact of the specific variable. Finally, the group will discuss the results and collaborate in reporting them.</p>						

Grades 9-10

Amplified Strand (continued)

Standard 4-Language of Science

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AUGUST 16, 2012

Grades 9-10

Standard 5- Language of Social Studies

		Connection					
		Minnesota Economics Standards VI. Economics, A. The Market Economy (Micro Economics) (Grades 9-12): The student will understand the basic characteristics of markets and the role of prices in modern market economies. 1. Students will describe the determination of equilibrium market prices by applying principles of supply and demand to markets for goods and services. 3. Students will identify several factors that lead to variation in market prices and quantities exchanged by changes in supply and/or demand.					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 - Reaching
LISTENING	Example Topic						
	Supply & demand	Point to key terms related to supply and demand using illustrated word banks with a partner	Select terms related to supply and demand to complete graphic organizers using word banks	Complete information related to supply and demand in a small group using a note-taking template	Give examples of changes in supply and demand from notes and share with a partner	Infer reasons for changes in supply and demand	
	Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: supply, demand, consumption	Cognitive Function: Students at all levels of English language proficiency will UNDERSTAND the economic concept of supply and demand.					
		Example Context for Language Use: Students listen to a video or oral presentation about supply and demand of a popular product and take notes.					

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AUGUST 16, 2012

Grades 9-10

Complementary Strand: Language of Technology & Engineering

Connection		<i>National Technology Standards #5, Digital Citizenship (Grades K-12):</i> Students understand human, cultural, and societal issues related to technology and practice legal and ethical behavior. Students: advocate and practice safe, legal, and responsible use of information and technology				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Information technology Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: cyber bullying, social media, ethical implications	Classify effects of new technologies in visually supported text (e.g., charts and graphs) using L1 and L2 with a partner	Organize information about the effects of new technologies using graphic organizers (e.g. word webs) and L1 and L2 in a small group	Find evidence of the effects of new technologies in visually supported text with a partner	Identify author's perspective on the effects of new technologies by reading visually supported text	Infer information about the effects of new technologies in today's society from scientific research
	Cognitive Function: Students at all levels of English language proficiency ANALYZE the effects of new technologies in today's society.					Level 6 – Reaching
	Example Context for Language Use: Students read articles on the social effects of new technologies (e.g. social media use in the teenage population).					

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AUGUST 16, 2012

Grades 11-12

Amplified Strand

Standard 1-Social & Instructional Language

Connection		<p><i>Common Core State Standards for English Language Arts, Speaking and Listening, Comprehension & Collaboration #3 (Grade 11-12):</i> 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.</p> <p><i>Reading for Informational Texts, Integration of Knowledge & Ideas #7:</i> 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.</p>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Informed decisions (College & career)	Sort materials based on self-selected criteria for post-secondary opportunities with a partner using materials with graphic support and strong headlines	Identify important information within materials (e.g., by highlighting) related to self-selected criteria for post-secondary opportunities in materials with graphic support	Categorize options related to self-selected criteria for post-secondary opportunities in materials with graphic support	Compare and contrast potential options according to self-selected criteria for post-secondary opportunities using graphic organizers	Justify selection of post-secondary opportunities based on evidence from materials
	Cognitive Function: Students at all levels of English language proficiency EVALUATE post-secondary options with supporting data.					
Level 6- Reaching						

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AUGUST 16, 2012

Criteria from the Performance Definitions (Example expectations)	<p>Discourse Complexity</p>	<p><u>The University:</u> <u>Quick Facts</u></p> <ul style="list-style-type: none"> • Founded in 1910 • 27,000 students from 41 states and 60 countries • Located in Townville, U.S. • Named "Best Value U" by Ratings Magazine for 3 straight years <p><u>Residential Life</u> First- and second-year students reside in campus housing. Living opportunities include 12 residence halls, 35 theme houses, and nine apartment complexes.</p> <p><u>Scholarships and Financial Aid</u></p> <ul style="list-style-type: none"> • More than \$150 million in scholarships and financial aid each year • Awarded for need, merit, and/or talent <p><u>Majors</u> Accounting, Anthropology, Art, Biochemistry, Biology, Business...</p> <p>Visit Campus <u>The best way</u> to decide if the University is right for you is by visiting campus. Schedule your visit at university.edu/admission or call 1-800-I-VISIT-U.</p>	<p><u>Career Description</u> Individuals who enjoy working with tools and their hands to repair machinery may be interested in work as a mechanic. Today, mechanics often use computer diagnostic equipment to find and fix problems, so mechanics also need to continually learn about changes in technology. Most mechanics specialize in at least one area such as automotive, aircraft, small engine, air conditioning and refrigeration, or industrial machinery.</p> <p>Mechanics generally have a love for machines or vehicles, but many also like customer service and feel a sense of accomplishment from helping people.</p> <p><u>Education</u> Typically, only a high school diploma or GED is required and most training occurs on the job. However, mechanics with some formal training from a trade school or community college will find more opportunities and better paying jobs. Most training programs take from 6 months to 2 years to complete.</p>	<p><u>Close, Interesting:</u> <u>The Creative Institutes</u> This system of schools offers real-world education in the areas of culinary arts, fashion, film, graphic design, and more. With over 50 schools in 30 states, you can earn an associate degree or technical diploma in one of these subjects at a campus near you!</p> <p><u>Close, Affordable:</u> <u>Convenient College</u> For over 15 years, Convenient College has offered affordable student-centered, quality, career-focused education. Our online program offers bachelor's degrees tailored to meet your personal needs at a pace that is right for you. Possessing current experience in business, criminal justice, health care, and psychology, our faculty is here for you. At Convenient College, you will find a warm, friendly community with small class sizes and staff dedicated to your advancement.</p> <p><u>Interesting:</u> <u>Teacher College</u> Our Early Childhood program combines hands-on field work with academic coursework. Success depends on a caring attitude, flexibility, dependability, and strong communications skills. If this sounds like a fit for you, the time is right to apply!</p>	<p><u>Pre-law</u> Are you driven to earn top grades? Are you interested in student government? Can you picture yourself as an intern in a law office? Are you committed to studying for the LSAT?</p> <p>Since pre-law is rarely offered as a major, a pre-law advising program will help you stay on track as you prepare for law school. It helps to be a good communicator and you'll be more likely to succeed in law school if you are an analytical thinker who enjoys problem solving. Though many pre-law students choose majors like English or political science, you can major in anything at all!</p> <p><u>Nursing Aides</u> Nursing aides' responsibilities range from bathing patients to taking their temperature to leading a group card game. If you are attracted to the many virtues of nursing but not the time it takes to become an RN, a nursing aide position may be right for you. And if you are thinking of becoming a nurse, this job may help you decide if you want to continue your education and training. Nursing aides can work days, nights, and/or weekends, and some jobs require use of your own transportation.</p>	<p>Choosing a career is a big decision for recent graduates and seasoned professionals alike. With so many options and factors to consider, some individuals feel overwhelmed or pressured to settle on the career path that seems most convenient. Unfortunately, hastily selecting an occupation often leads to personal and professional dissatisfaction within months or years. Although it may seem like an insurmountable challenge, with a bit of time, energy, and self-examination, choosing a career path can be exhilarating. A strategic plan for accomplishing career goals is the first step to a successful career. Here are some important steps to consider in creating a plan that's right for you:</p> <ol style="list-style-type: none"> 1. Look within: what are your values, interests, and objectives? What do others perceive as your greatest strengths? Consider trying career assessments or even career counseling to answer these questions. 2. Make a list of possibilities: Look at educational requirements, the job description, earnings, and opportunities for advancement before adding a job to your list. 3. Narrow down your list according to the criteria you value most. 4. Set reasonable goals and create an action plan.
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AUGUST 16, 2012

	Language Forms & Conventions	founded in... located in... named a...	but however,...	tailored to	If... An RN range from _____ to _____ to _____	Although it may... ...or even
	Vocabulary Usage	University residence hall financial aid major campus	equipment specialize formal training, certification, diploma customer service	real-world education affordable student-centered career-focused meet your needs pace warm community advancement flexibility, dependability, strong communication skills the time is right	picture yourself advising program stay on track analytical thinker problem solving anything at all virtues	seasoned professionals Settle on a career path factors hastily insurmountable challenge exhilarating look within perceive as Narrow down criteria you value most
	<p>Topical Vocabulary: Students at all levels of English language proficiency are <i>exposed to</i> grade-level words and expressions, such as: vocation/trade, merit scholarship, cost of living, room and board, professional reference, resumé-building</p>					
<p>Example Context for Language Use: Students review college or career marketing materials (e.g., print or online) according to self-selected criteria (e.g., affordability, location, time commitment, requirements, interest) to make personal informed decisions on post-secondary options.</p>						

Grades 11-12

Amplified Strand (continued)

Standard 1-Social & Instructional Language

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Grades 11-12

Standard 2- Language of Language Arts

Connection		<i>Common Core State Standards, English Language Arts, Reading: Literature, Craft & Structure #6 (Grades 11-12):</i> Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Satire	Recognize satirical patterns and expressions supported by visual cues in L1 or L2	Classify speech samples as satirical or non-satirical with a partner in L1 or L2	Compare literal meaning and satirical meaning using graphic organizers with a partner	Interpret the satirical content of visually supported speech working with a partner	Infer the speaker's purposes in satirical speech
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: satire, satirical humor, reading between the lines, juxtaposition, ridicule	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND the elements and purpose of culturally-relevant satire.				
	Example Context for Language Use: Students listen to performances of satirical plays and use observations about intonation patterns to understand underlying meaning.					
Level 6 - Reaching						

Grades 11-12

Standard 3-Language of Mathematics

Connection		<p><i>Common Core State Standards for Mathematics, Functions, Interpreting Functions #4-6 (Grades 11-12):</i> 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. <i>Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity.</i> Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes. <i>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.</i> 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.</p>				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
SPEAKING	Mathematical relations & functions	Name key properties of functions using graphs and equations in L1 or L2	Give examples of key properties of functions using graphs and equations with a partner	Summarize how key properties of a function are represented using labeled graphs and equations, or a word bank	Explain with details representations of key properties of functions in small groups (e.g., think aloud)	Provide reasons why key properties of functions relate to real-world events. (e.g., the periodicity of a pendulum, range of data for lunar cycles)
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: periodicity, rate of change, quadratic functions, parabola	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND properties of functions.				
		Example Context for Language Use: Students explain, in pairs or small groups, how mathematical abstractions in equations and graphs can represent real-life situations (e.g., using functions and graphs to analyze the lunar cycle, analyze motion graphs of a falling object or parabolic motion.)				
Level 6 - Reaching						

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AUGUST 16, 2012

Grades 11-12

Standard 4-Language of Science

Connection		National Science Education Standards, Physical Science, B3, Chemical Reactions (Grades 9-12): Chemical reactions occur all around us, for example in health care, cooking, cosmetics, and automobiles. Complex chemical reactions involving carbon-based molecules take place constantly in every cell in our bodies...A large number of important reactions involve the transfer of either electrons (oxidation/reduction reactions) or hydrogen ions (acid/base reactions) between reacting ions, molecules, or atoms. In other reactions, chemical bonds are broken by heat or light to form very reactive radicals with electrons ready to form new bonds...Catalysts, such as metal surfaces, accelerate chemical reactions. Chemical reactions in living systems are catalyzed by protein molecules called enzymes.				
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
READING	Chemical reactions	Match information about chemical reactions from a chart to a graphic organizer with a partner	Locate information about chemical reactions on a data chart and/or graphic organizer in small groups	Sort results of chemical reactions from data charts using a graphic organizer	Interpret the results of chemical reactions using data on charts	Draw conclusions based on written results of chemical reactions given a data chart (e.g., "Would you want this chemical in your kitchen? Would this chemical be a problem in a natural waterway?")
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: reactant, endothermic exothermic, chemical nomenclature, oxidation-reduction, catalyst, single/double replacement reaction	Cognitive Function: Students at all levels of English language proficiency ANALYZE the chemical properties of substances.				
		Example Context for Language Use: Students use charts and graphic organizers (e.g. dichotomous keys) to determine the identity of unknown chemicals in chemical reactions.				
Level 6 - Reaching						

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AUGUST 16, 2012

Grades 11-12

Standard 5- Language of Social Studies

		<p><i>Common Core State Standards for English Language Arts, Writing, Research to Build & Present Knowledge #7-9 (Grade 11-12):</i> 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. 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. Draw evidence from informational texts to support analysis, reflection, and research.</p>				
Connection						
Example Topic		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
WRITING	<p>Historical figures & times</p> <p>Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: plagiarism, database, reliable source, social construct, key figure</p>	<p>Identify the significance of individuals' leadership in politics, economics, or society using graphic organizers or sentence frames with a partner</p>	<p>Take notes about roles of significant individuals or ideologies in politics, economics, or society with a partner using graphic organizers</p>	<p>Organize notes about roles of significant individuals or ideologies in politics, economics, or society using primary source text, photographs, and graphic organizers</p>	<p>Describe the impact of significant individuals and ideologies on politics, economics, or society using primary source text, photographs, and writing rubrics</p>	<p>Discuss in detail the impact of individuals and ideologies on historical times in politics, economics, or society using primary source text, photographs, and writing rubrics</p>
	<p>Cognitive Function: Students at all levels of English language proficiency EVALUATE historical information and points of view from multiple sources.</p>					
	<p>Example Context for Language Use: Students write up the results of research on a historical time period or event (e.g., What was the purpose and origins of the American eugenics movement?).</p>					
		Level 6 - Reaching				

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Grade 11-12

Complementary Strand: Language of Music and Performing Arts

		Connection					
		<p><i>National Arts Standards for Music #9, Understanding Music in Relation to History and Culture (Grades 9-12):</i> Students classify by genre or style and by historical period or culture unfamiliar but representative aural examples of music and explain the reasoning behind their classifications. Students identify and explain the stylistic features of a given musical work that serve to define its aesthetic tradition and its historical or cultural context. Students identify and describe music genres or styles that show the influence of two or more cultural traditions, identify the cultural source of each influence, and trace the historical conditions that produced the synthesis of influences.</p>					
		Example Topic					
		Level 1 Entering	Level 2 Emerging	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	
SPEAKING	Musical genres	Name musical genres and match recordings with word or phrase descriptions of their times from a word bank	Relate key dates and events in the development of musical genres using representative recordings (e.g., jazz through the eras)	Tell about development of musical genres and related social or cultural events using representative recordings	Describe in detail the development of musical genres and related social or cultural events using representative recordings	Explain connections between cultural and historical knowledge and knowledge of musical genres (e.g., coded language in American blues music)	Level 6 - Reaching
	Topical Vocabulary: Students at all levels of English language proficiency are exposed to grade-level words and expressions, such as: social context, instrumentation, social commentary, crossover	Cognitive Function: Students at all levels of English language proficiency UNDERSTAND musical genres within their social or cultural context.					
	Example Context for Language Use: Students give a presentation to the class showing the relationships between social or cultural changes in society and a modern musical genre (e.g., hip hop, blues, 1970's salsa, protest music)						

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WIDA English Language Proficiency Standards License

This license agreement is between the Idaho State Department of Education (ISDE) and the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Wisconsin Center for Education Research (WCER).

WCER is the organizational home of the WIDA Consortium (WIDA), a multi-state coalition of state departments of education that acts in collaboration to research, design and implement a standards-based educational system that promotes equitable educational opportunities for English language learners in pre-kindergarten through grade twelve. The WIDA *English Language Proficiency Standards Pre-Kindergarten through Grade 12* (the "WIDA ELP Standards") form the base of this system. The WIDA ELP Standards include the four recognized domains of speaking, listening, reading, and writing, and are based on the academic language content of preK-12 students.

Title III of the Federal Elementary and Secondary Education Act (The No Child Left Behind Act of 2001 or NCLB) require a State educational agency ("SEA") to establish standards and objectives for raising the level of English proficiency of limited English proficient students that are derived from the four recognized domains of speaking, listening, reading, and writing, and that are aligned with achievement of the challenging State academic content and student academic achievement standards

ISDE, on behalf of the Idaho State Board of Education, desires to adopt the WIDA ELP Standards to serve as the State's English language development standards and to obtain a license to use the WIDA ELP Standards for State of Idaho purposes and WCER, as owner of the WIDA ELP Standards copyright desires to provide ISDE with a license to use the WIDA ELP Standards.

Therefore, the Parties agree as follows:

TERM

This license shall remain in effect as long as the Idaho State Board of Education elects to use the WIDA ELP Standards as the State's English language development Standards.

SPECIAL ACKNOWLEDGEMENTS

ISDE Acknowledges the following:

1. The WIDA ELP Standards are a unique set of English Language Proficiency Standards based on the principles of academic language learning that employ a specific format and

transformative elements for indicating a student's performance level of academic language proficiency for any given language domain and proficiency standard. The principles, format and elements of the WIDA ELP Standards (the "concepts") are described in detail in the WIDA Consortium publication: *English Language Proficiency Standards and Resource Guide PreKindergarten through Grade 12*, 2007 Edition (and including future editions);

2. That both parties have a common interest in ensuring that the WIDA ELP Standards are implemented by classroom teachers and other educational professionals in a manner that is consistent with the concepts of the WIDA ELP Standards;
3. That WIDA promotes, through publications, trainings and other goods and services instructions, skills and strategies for implementing its ELP Standards for classroom use by teachers and for curriculum, instructional and assessment planning by teachers and other educational professionals throughout the United States; and
4. That WIDA offers assessment services to several state departments of education, the WIDA Consortium, through the development and distribution of the English language proficiency assessment, entitled ACCESS for ELLs, which is based on and aligned to the WIDA ELP Standards.

INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE

WCER and the Board of Regents of the University of Wisconsin System, on behalf of the WIDA Consortium, own the copyrights of the WIDA ELP. This agreement does not convey any exclusive rights, title or interest in or to the WIDA ELP Standards to ISDE. Because WCER makes the WIDA ELP Standards available to all WIDA Consortium member states, ISDE shall not take any actions that would limit or restrict access to the materials by other states.

Unless otherwise expressed in writing, ISDE shall retain all rights in training and other materials developed by ISDE. Any specific works that WCER develops and delivers solely for ISDE shall be expressly agreed upon in writing and shall be on a work made for hire basis with ISDE retaining ownership of the works.

The WIDA ELP Standards includes the Resource Guide and all future editions of the ELP Standards or English language development standards;

WCER hereby grants ISDE the right to use the WIDA ELP Standards for State of Idaho educational purposes within the State of Idaho only and subject to the following conditions:

ISDE's license to use the WIDA ELP Standards is not subject to any fee and shall remain in effect as long as ISDE and/or the State of Idaho Board of Education elects to use the WIDA ELP Standards as the State's English language development Standards. WCER will make the WIDA ELP Standards available electronically in PDF format from the WIDA Consortium

website. WCER will publically display and provide the WIDA ELP Standards for download free of charge for personal and educational purposes. Educational purposes shall include LEA and individual school/teacher use within the State of Idaho. This license does not include the right for ISDE or any LEA within the State of Idaho to copy and distribute the WIDA ELP Standards beyond de minimis use (de minimis use is less than 100 copies per event). WCER will publish or license to publish full color bound copies of the WIDA ELP Standards and make available to ISDE, LEAs and other educators within the State of Idaho. The WIDA ELP Standards shall not be modified or publically displayed for electronic storage and retrieval in any manner without express written permission from WCER. However, linking to the WIDA Consortium website and stating the free availability of the WIDA ELP Standards is encouraged. WCER will grant additional permissions upon request but ISDE acknowledges that WCER may include additional reasonable restrictions for quality control purposes depending on the nature of the request.

WIDA and the WIDA Consortium logo are trademarks of the Board of Regents of the University of Wisconsin System (collectively the "WIDA Trademarks). Any use of the WIDA Trademarks shall inure to the benefit of WCER. ISDE acknowledges that WCER may, from time-to-time, issue trademark and copyright use guidelines and policies in order to maintain the proper use and integrity of the WIDA Trademarks and WIDA Works and the quality of WCER services and products. ISDE shall assist WCER in implementing any trademark and copyright use guidelines for all uses by ISDE and [state]'s LEAs.

CONSORTIUM MEMBER STATUS

ISDE acknowledges that it is not joining the WIDA Consortium by entering this agreement and is therefore, not entitled to any of the additional benefits afforded to WIDA Consortium members states.

THIRD PARTY USE

ISDE may authorize (license) third parties to use the WIDA ELP Standards solely for the purpose of providing services to the State of Idaho in order to meet its federal obligations under NCLB. ISDE shall not authorize any third party use of the WIDA Trademarks without obtaining prior written approval from WCER.

Any third party authorizations shall explicitly include the limitations described in this license. If ISDE authorizes any third-party to use the WIDA ELP Standards in accordance with this MOU, it shall include a license term which states that if the authorized third party breaches ISDE's authorization, that breach will constitute infringement and that the third party will be liable to both ISDE and WCER for infringement.

ISDE shall not authorize any third party to use in connection with any instructional material or assessment alignment, correlation or other educational services the WIDA ELP Standards in a manner that would cause confusion, mistake, or deception among prospective customers or users of the WIDA ELP Standards or that would constitute unfair competition under state or federal law. ISDE shall notify and cooperate with WCER if it learns of any third party use of the WIDA ELP Standards in the State of Idaho in a manner that is inconsistent with the concepts of the WIDA ELP Standards, described above.

In order for WCER to maintain quality control over goods and services that are provided in connection with its WIDA trademarks and its WIDA ELP Standards, any methods used by ISDE or authorized third party to study and demonstrate the alignment between the WIDA ELP Standards and any other NCLB compliant state standards or assessments shall be approved by ISDE and, if required by federal law, the U.S. Department of Education ("U.S. ED"). ISDE shall notify WIDA within 10 business days if the method or results of any alignment study produced in accordance with this paragraph are rejected by ISDE or U.S. ED. WCER may request and ISDE shall, as soon as practicable, provide WCER with any alignment study reports or summaries produced in accordance with this paragraph.

DISCLAIMER

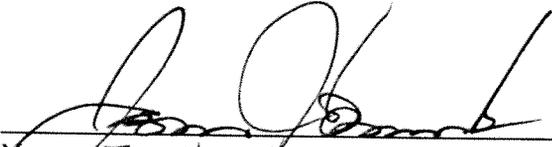
The parties acknowledge that the Idaho Legislature, Idaho State Board of Education, ISDE and Idaho's LEAs set and implement the educational policy for the State of Idaho, including, but not limited to, the determination of how ISDE and Idaho's LEAs will meet Idaho's and Idaho's LEAs' federal requirements under NCLB.

THE WIDA ELP STANDARDS OFFERED UNDER THIS LICENSE WERE DEVELOPED AS PART OF THE NON-PROFIT RESEARCH AND EDUCATIONAL ACTIVITIES OF THE UNIVERSITY OF WISCONSIN-MADISON, AND ARE PROVIDED TO ISDE AS PART OF THE UNIVERSITY'S MISSION OF OUTREACH AND SERVICE TO THE EDUCATIONAL COMMUNITY. THE UNIVERSITY HAS NO REASON TO BELIEVE THAT THE WIDA ELP STANDARDS INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR ARE UNFIT FOR THE PURPOSES DESCRIBED IN THIS LICENSE; HOWEVER, DUE TO THE NON-COMMERCIAL NATURE OF THE UNIVERSITY IT CAN NOT PROVIDE WARRANTIES FOR THE WIDA ELP STANDARDS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER PARTY SHALL BE LIABLE UNDER THIS LICENSE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

This license agreement will become effective once ISDE and WCER both sign it. The date of this license shall be the date on which it is signed by the last party to sign it.

For Idaho Department of Education



Name Jason Hancock
Title Dep. Chief of Staff
Idaho Department of Education M G M

5/8/12

Date

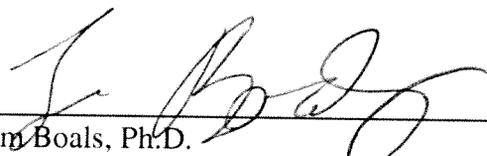
For WCER



~~Don Miner~~ Marthz Kerner
Assistant Associate Vice Chancellor
University of Wisconsin-Madison

5/25/12

Date



Tim Boals, Ph.D.
Executive Director - WIDA Consortium
Wisconsin Center for Education Research (WCER)

5/18/2012

Date

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**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

SUBJECT

Proposed Rule - IDAPA 08.02.03.008, Rules Governing Thoroughness-Definitions H-S

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-105 and 33-1627, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1627, Idaho Code establishes a mobile computing device program for high school teachers, beginning in the 2012-2013 school year, and students, beginning in the 2013-2014 school year. It also allows school districts that already have a mobile computing program to receive an allocation of funds equal to the cost of purchasing mobile computing devices, in lieu of receiving such devices. Therefore, the state needs a framework to determine whether or not a school district meets the goal of the one-to-one mobile computing device program before discretionary funds in lieu of devices are allocated.

The definition in the proposed rule was crafted to take into account the need for every student and teacher to have access to the device all day—rather than a lab with limited devices— and the need for the devices to have connectivity, full functionality and mobility.

The definition in the proposed rule was crafted at the recommendation of the Technology Task Force, in order to define a holistic approach to professional development that is well planned and administered to develop and promote effective instructional practices. The definition ensures the incorporation high academic standards, data driven analysis and review, individualized course offerings or opportunities, and developing professional learning communities.

ATTACHMENTS

Attachment 1- Proposed changes to IDAPA 08.02.03.008

Page 3

BOARD ACTION

I move to approve proposed rule changes to IDAPA 08.02.03.008, Rules Governing Thoroughness, defining one to one mobile computing devices and professional development as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

**IDAPA 08
TITLE 02
CHAPTER 03**

08.02.03 - RULES GOVERNING THOROUGHNESS

008. DEFINITIONS H - S.

01. Interdisciplinary or Integrated Assessment. Assessment based on tasks that measures a student's ability to apply concepts, principles, and processes from two (2) or more subject disciplines to a project, issue, or problem. (4-5-00)

02. 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. (4-11-06)

03. Laboratory. A laboratory science course is defined as one in which at least one (1) class period each week is devoted to providing students with the opportunity to manipulate equipment, materials, specimens or develop skills in observation and analysis and discover, demonstrate, illustrate or test scientific principles or concepts. (4-11-06)

04. Learning Plan. The plan that outlines a student's program of study, which should include a rigorous academic core and a related sequence of electives in academic, professional-technical education (PTE), or humanities aligned with the student's post-graduation goals. (4-11-06)

05. Narrative. Text in any form (print, oral, or visual) that recounts events or tells a story. (4-5-00)

06. Norm-Referenced Assessment. Comparing a student's performance or test result to performance of other similar groups of students; (e.g., he typed better than eighty percent (80%) of his classmates.) (4-5-00)

07. On-Demand Assessment. Assessment that takes place at a predetermined time and place. Quizzes, state tests, SATs, and most final exams are examples of on-demand assessment. (4-5-00)

08. One-to-One Mobile Computing Program. Each student and teacher has possession of their own district- or state-funded mobile computing device that can wirelessly connect to the Internet, operate productivity tools, and facilitate collaborative online work, at any time during the school day while at school. The Program must also incorporate Professional Development that addresses, at a minimum, technological and pedagogical attributes to support effective integration into instruction. ()

08.09. Online Course. A course in which at least eighty percent (80%) of the course content is delivered over the Internet or through the use of technology. An online course may be asynchronous or synchronous. Online teachers may perform the course work from an alternate location while a paraprofessional or other school staff member supervises students in a computer lab environment. (3-29-12)

09-10. Online Learning. Education in which the majority of course content is delivered online or through the use of technology. Courses may be delivered in an asynchronous or synchronous course format and may include blended or hybrid course models or fully online course models. (3-29-12)

a. Online learning does not include printed-based correspondence education, broadcast television or radio, videocassettes, and stand-alone education software programs that do not have a significant internet-based instructional component. (3-29-12)

b. Online learning is not simply computer based instruction, but rather requires that the online

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

teacher and the student have ongoing access to one another for purposes of teaching, evaluating, and providing assistance to the student throughout the duration of the course. (3-29-12)

d. All online learning must meet the Idaho content standards. (3-29-12)

10.11. Online Teacher (Instructor). The teacher of record who holds an appropriate Idaho certification and provides the primary instruction for an online course. (3-29-12)

11.12. Performance Assessment. Direct observation of student performance or student work and professional judgment of the quality of that performance. Good quality performance assessment has pre-established performance criteria. (4-5-00)

12.13. Performance-Based Assessment. The measurement of educational achievement by tasks that are similar or identical to those that are required in the instructional environment, as in performance assessment tasks, exhibitions, or projects, or in work that is assembled over time into portfolio collections. (4-5-00)

13.14. Performance Criteria. A description of the characteristics that will be judged for a task. Performance criteria may be holistic, analytic trait, general or specific. Performance criteria are expressed as a rubric or scoring guide. Anchor points or benchmark performances may be used to identify each level of competency in the rubric or scoring guide. (4-5-00)

14.15. Phonics. Generally used to refer to the system of sound-letter relationships used in reading and writing. Phonics begins with the understanding that each letter (or grapheme) of the English alphabet stands for one (1) or more sounds (or phonemes). (4-5-00)

15.16. Portfolio. A collection of materials that documents and demonstrates a student's academic and work-based learning. Although there is no standard format for a portfolio, it typically includes many forms of information that exhibit the student's knowledge, skills, and interests. By building a portfolio, students can recognize their own growth and learn to take increased responsibility for their education. Teachers, mentors, and employers can use portfolios for assessment purposes and to record educational outcomes. (4-5-00)

17. Professional Development. A comprehensive, sustained, timely, and intensive process to improve effectiveness of teachers and administrators in raising student achievement, which: ()

a. Aligns with rigorous state academic achievement standards, local educational agency goals, school improvement goals, effective technology integration, and state standards. ()

b. Utilizes data driven instruction using a thorough review and continual evaluation of data on teacher and student performance to define clear goals and distinct outcomes. ()

c. Provides opportunities that are individualized enough to meet distinct and diverse levels of need for teachers and administrators. ()

d. Is facilitated by well-prepared school administrators, coaches, mentors, master teachers, lead teachers, or third-party providers under contract with the State Department of Education, school district, or charter school, and supported by external research, expertise, or resources. ()

e. Fosters a collective responsibility by educators within the school for improved student performance and develops a professional learning community. ()

16.18. Print Awareness. In emergent literacy, a learner's growing awareness of print as a system of meaning, distinct from speech and visual modes of representation. (4-5-00)

17.19. Professional-Technical Education. Formal preparation for semi-skilled, skilled, technical, or paraprofessional occupations, usually below the baccalaureate level. (4-11-06)

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

18-20. Proficiency. Having or demonstrating a high degree of knowledge or skill in a particular area. (4-5-00)

19-21. School-to-Work Transition. A restructuring effort that provides multiple learning options and seamless integrated pathways to increase all students' opportunities to pursue their career and educational interests. (4-5-00)

20-22. Service Learning. Combining service with learning activities to allow students to participate in experiences in the community that meet actual human needs. Service learning activities are integrated into the academic curriculum and provide structured time for a student to think, talk, or write about what was done or seen during the actual service activity. Service learning provides students with opportunities to use newly acquired skills and knowledge in real-life situations in their communities, and helps foster the development of a sense of caring for others. (4-5-00)

21-23. Skill Certificate. Portable, industry-recognized credential that certifies the holder has demonstrated competency on a core set of performance standards related to an occupational cluster area. Serving as a signal of skill mastery at benchmark levels, skill certificates may assist students in finding work within their community, state, or elsewhere. A National Skills Standards Board is presently charged with issuing skill voluntary standards in selected occupations based on the result of research and development work completed by twenty-two (2) contractors. (4-5-00)

22-24. Standards. Statements about what is valued in a given field, such as English language arts, and/or descriptions of what is considered quality work. See content standards, assessment standards, and achievement standards. (4-2-08)

23-25. Standardization. A set of consistent procedures for constructing, administering and scoring an assessment. The goal of standardization is to ensure that all students are assessed under uniform conditions so the interpretation of performance is comparable and not influenced by differing conditions. Standardization is an important consideration if comparisons are to be made between scores of different individuals or groups. (4-5-00)

24-26. Standards-Based Education. Schooling based on defined knowledge and skills that students must attain in different subjects, coupled with an assessment system that measures their progress. (4-5-00)

25-27. Structured Work Experience. A competency-based educational experience that occurs at the worksite but is tied to the classroom by curriculum through the integration of school-based instruction with worksite experiences. Structured work experience involves written training agreements between school and the worksite, and individual learning plans that link the student's worksite learning with classroom course work. Student progress is supervised and evaluated collaboratively by school and worksite personnel. Structured work experience may be paid or unpaid; may occur in a public, private, or non-profit organization; and may or may not result in academic credit and/or outcome verification. It involves no obligation on the part of the worksite employer to offer regular employment to the student subsequent to the experience. (4-5-00)

26-28. Student Learning Goals (Outcomes). Statements describing the general areas in which students will learn and achieve. Student learning goals typically reflect what students are expected to know by the time they leave high school, such as to read and communicate effectively; think critically and solve problems; develop positive self-concept, respect for others and healthy patterns of behavior; work effectively in groups as well as individually; show appreciation for the arts and creativity; demonstrate civic, global and environmental responsibility; recognize and celebrate multicultural diversity; exhibit technological literacy; have a well developed knowledge base which enhances understanding and decision making, and demonstrate positive problem solving and thinking skills. (4-5-00)

27-29. Synchronous Course. A course in which the teacher and students interact at the same time. May be applied to both traditional and technology based courses. (3-29-12)

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STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

SUBJECT

Idaho's New Accountability System

REFERENCE

September 23, 2011	President Barack Obama announces the US Department's plans to offer waivers from No Child Left Behind.
October 20, 2011	Board members review U.S. Department of Education's published guidance for the waiver.
December 7, 2011	Superintendent Luna reviews progress on Idaho's waiver application with Board members.
December 21, 2011	Members of the Accountability Committee provide feedback on waiver concepts.
January 10, 2012	Idaho Department of Education releases draft document of Idaho's proposed waiver.
January 20, 2012	Members of Instruction, Research, and Student Affairs review waiver.
February 16, 2012	State Board Approval of First Draft of ESEA Waiver
June 20, 2013	State Board Approval of College Entrance and Placement Exam benchmarks

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03 – Section 112, Accountability

BACKGROUND/DISCUSSION

The State Board of Education approved Idaho's Elementary and Secondary Act Waiver Application on February 16, 2012. Following that approval, the State Department of Education submitted Idaho's ESEA Waiver Application to the US Department of Education and has continued to work with them to make recommended changes to Idaho's application based on peer and US Department of Education staff recommendations. The sections of the waiver tracked in red are changes that were previously submitted. The changes tracked in purple are changes that have been made since our most recent conversations with the US Department of Education on July 16 and July 26, 2012. Changes tracked in red

STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012

are changes that were based off of previous conversations with the US Department of Education. The attached document constitutes what will be submitted to the US Department of Education on August 2, 2012.

Significant changes to the waiver include:

- A change in the allocation of points in the Postsecondary and Career Readiness measures. The US Department of Education required Idaho to increase the amount of points associated with graduation rate thereby decreasing the number of appoints allocated to advanced opportunities and college entrance exams.
- The US Department of Education requested that we include harsher penalties for school's that do not test 95% of their students on the ISAT. As a result, a Five Star School that does not test 95% of their students will drop to a 3 Star School. All other Star Ratings will drop one Star if the school does not test 95% of their students. This ensures that the highest Star Rating that any school can receive if they do not test 95% of their students is a 3 Star.
- The US Department of Education is requiring that Idaho add language to IDAPA 08.02.03.105 that stipulates that of the 50% of the evaluation that is based on student achievement, a percentage must be based on growth in student achievement as measured on the ISAT in all grades and subjects (Attachment 31).
- Idaho removed all of the language within the waiver that would have excluded all English Learners in their second and third years being new to the U.S. school from the reading and language arts achievement calculations. The US Department of Education notified us that this was not among the waivers that comprise ESEA flexibility and that we would need to file a separate waiver if we still wanted to pursue this flexibility.
- Idaho changed the way we calculate growth for subgroups by combining all subgroups into one at-risk subgroup and only counting each student one time despite that student potentially being identified in multiple subgroups. This change was made to ensure that more schools would reach the N count of 25 which would avoid schools not having to be accountable for subgroups and it ensures that larger schools that do have 25 students in each subgroup are not being penalized multiple times for the same student.
- The US Department of Education required Idaho to add Annual Measurable Achievement Objectives (AMAOs) to our waiver. To address this request, any Four or Five Star schools that has three consecutive years in which they have gaps in achievement between their at-risk subgroup and their overall student population greater than the statewide average, must submit a Continuous Improvement Plan that addresses that gap and the measures the school will take to address it.
- The US Department of Education asked Idaho to add a provision to our waiver that ensured that we would be identifying our lowest 5% of Title I schools as Focus Schools and our next lowest 10% of Title I Schools as

**STATE DEPARTMENT OF EDUCATION
AUGUST 16, 2012**

Priority Schools in the first year by adjusting our cut points for what constitutes each star rating.

- The US Department of Education required Idaho to provide further analysis related to our growth calculations and demonstrate how our system and the US Department of Education's definition for Focus and Priority Schools were identifying the same schools (ESEA Waiver Attachments 30 and 32).
- The waiver required the State Board of Education to set College Entrance and Placement Exam benchmarks for the ACT, SAT, COMPASS and Accuplacer exams. These benchmarks were approved by the State Board of Education during the June meeting.

IMPACT

If the State Board of Education does not approve Idaho's application, Idaho schools will continue to be held accountable using NCLB matrix. Once the application is approved by the Board it will be submitted to the U.S. Department of Education for approval.

ATTACHMENTS

Attachment 1– Idaho's ESEA Flexibility Application

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

I move to approve Idaho's application for ESEA Flexibility.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	DEFERRED COMPENSATION PLAN	Motion to approve
2	IDAHO DIVISION OF VOCATIONAL REHABILITATION Settlement Agreement	Motion to approve
3	IDAHO STATE UNIVERSITY Multi-Year Employment Agreement – Head Men’s Basketball Coach	Motion to approve
4	UNIVERSITY of IDAHO Contract for Employee Benefits	Motion to approve
5	LEWIS-CLARK STATE COLLEGE Convert Student Affairs Position	Motion to approve
6	EASTERN IDAHO TECHNICAL COLLEGE Short Term Merit Pay Increase - Executive Director of the Foundation.	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

Section 457(b) Deferred Compensation Plan

REFERENCE

December 2005 State Board of Education adopted a Deferred Compensation Plan for participants in the Idaho Optional Retirement Plan under Internal Revenue Code Section 457(b)

APPLICABLE STATUTES, RULE OR POLICY

Idaho Code §33-107C

Idaho Code §59-513

BACKGROUND / DISCUSSION

In December 2005, the Board adopted a new 457(b) plan with an effective date of January 1, 2006. This Board-sponsored Deferred Compensation Plan is in addition to the existing Board-sponsored Optional Retirement Plan (ORP) (401(a)) and 403(b) plans.

The 457(b) plan document has not been updated since its adoption in 2006. This spring, Board tax counsel conducted a thorough review of the document and has recommended required tax law changes and other appropriate modifications.

Amendments to the Plan include:

- Throughout the plan document, the Plan duties, powers and responsibilities of the Board, the employer units and the services providers are clarified.
- The Board designates its Executive Director as the Plan Administrator, and designates officers at the institutions as responsible for day-to-day duties required for the operation of the plan.
- Rules were added to permit withdrawals during military leave.
- Clarification is made that the Plan has allowed beneficiaries other than the Participant's spouse ("nonspouse beneficiaries") to make direct tax free rollovers of Plan distributions since January 1, 2010.

IMPACT

Many of the redlined changes to the Plan document are clarifications intended to satisfy IRS requirements and are not expected to affect the operation of the Plan, including the changes to Section 3.05 (defining Compensation in detail), Section 3.09 (defining an eligible rollover distribution in detail), Section 3.12 (defining Includible Compensation in detail), Section 3.13(d) (providing detailed rules regarding the maximum contribution limits). Section 7.04 is shortened greatly by incorporating the "minimum distribution" requirements by reference, in accordance with IRS rules. This approach should help to reduce the need for future amendments when the laws governing "minimum distribution" requirements are changed.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

ATTACHMENTS

Attachment 1 – Section 457(b) Deferred Compensation Plan

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the recommended changes with Board counsel and tax counsel. Staff recommends approval.

BOARD ACTION

I move to approve the amendments to the Idaho State Board of Education 457(b) Deferred Compensation Plan document as presented in Attachment 1, and to authorize the Executive Director to duly execute the document.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**IDAHO STATE BOARD OF EDUCATION
SECTION 457(b) DEFERRED COMPENSATION PLAN**

Effective January 1, 2006

| Restated Effective January 1, 2012

IDAHO STATE BOARD OF EDUCATION 457(b) DEFERRED COMPENSATION PLAN

ARTICLE I. INTRODUCTION

The Idaho State Board of Education, on behalf of the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, North Idaho College and the Office of the State Board of Education, (hereinafter the "Employer Board") hereby ~~establishes~~restates the Idaho State Board of Education 457(b) Deferred Compensation Plan (hereinafter the "Plan"). The Plan is intended to be an eligible deferred compensation plan under section 457 of the Internal Revenue Code of 1986, as amended. The primary purpose of this Plan is to attract and retain qualified personnel by permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

- 2.01 Plan Effective Date. (Hereinafter the "Effective Date.") This Plan is ~~being~~was established by the Employer Board effective January 1, 2006. This restatement is effective January 1, 2012 except as otherwise indicated.
- 2.02 Unforeseeable Emergency Withdrawals. Withdrawals under Section 7.07 shall be available under this Plan.
- 2.03 Participant's Election to Receive in-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 7.09 if the total amount payable to a Participant under the Plan does not exceed the dollar amount under section 411(a)(11)(A) of the Code (currently \$5,000).
- 2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 7.10, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.
- 2.05 Loans.
- Loans are not allowed under this Plan.

- 2.06 Governing Law. This Plan shall be construed under the laws of the State of Idaho. This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

ARTICLE III. DEFINITIONS

- 3.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.
- 3.02 Annuity Contract: If selected by the Employer Board as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by Service Provider(s) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provide for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.
- 3.03 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.
- 3.04 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 3.05 Compensation. All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer

compensation under this Plan.) Effective January 1, 2009, Compensation includes any differential wage payments to an Employee who does not currently perform services for the Employer. A "differential wage payment" is a payment which (a) is made by the Employer with respect to a period during which the Employee is on active duty for a period of more than 30 days, and (b) represents all or a portion of the wages the Employee would have received from the Employer if the Employee were performing service for the Employer, all as defined by Code section 3401(h)(2).

- 3.06 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 9.01, or any other amount that the Employer agrees to credit to a Participant's Account and that does not exceed the Maximum Limitation.
- 3.07 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall fix the amount of Deferred Compensation; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference.
- 3.08 Eligible Retirement Plan: A plan described in Code section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to Code section 457(e)(16) or a Roth IRA described in Code section 408A, subject to the adjusted gross income limits of Code section 408A(c)(3) if applicable. (The Plan's written distribution procedures described in Section 7.02 permitted Roth IRA rollovers beginning January 1, 2008.)
- 3.09 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in Code section 402(c)(4). Effective January 1, 2008, a qualifying distribution to a nonspouse Beneficiary is also an eligible rollover distribution as permitted by Code section 402(c)(11). An Eligible Rollover Distribution does not include:
- (a) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and his or her designated beneficiary, or for a specified period of ten (10) years or more;

(b) Any distribution to the extent such distribution is required under Code section 401(a)(9);

(c) Any distribution made upon the hardship of the employee.

~~3.093.10~~ Employee: An employee who is eligible to participate in the State of Idaho Optional Retirement Program.

~~3.403.11~~ Employer: The ~~Idaho State Board of Education and~~ employment units under ~~its the~~ jurisdiction of the Board, namely:

~~The~~ Office of the Idaho State Board of Education
Boise State University
Idaho State University
University of Idaho
Lewis-Clark State College
Eastern Idaho Technical College
College of Southern Idaho
College of Western Idaho
North Idaho College

~~3.413.12~~ Includible Compensation: ~~AFor a taxable year, the Participant's compensation, as defined in Code section 415(c)(3), n Employee's actual wages in box 1 of Form W-2 for a year for services performed for to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election to defer Compensation under this Plan).—The amount of Includible Compensation shall be determined without regard to any community property laws.~~

~~3.123.13~~ Maximum Limitation: The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 9.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.

(a) Normal Limitation: The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section ~~3.123~~(c) below) or 100% of the Participant's Includible Compensation, as adjusted by Section ~~3.123~~(d) below. Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to section 457 of the Code.

(b) Catch-Up Limitation: For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:

- (1) twice the applicable dollar amount (as described in Section 3.123(c) below); or
- (2) the sum of
 - (A) An amount equal to (i) the Normal Limitation for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (ii) the aggregate compensation that the Participant deferred under this Plan during such years, plus,
 - (B) An amount equal to (i) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to sections 3.123(b) or (e)), minus (ii) the aggregate contributions to Pre-2002 Coordination Plans for such years.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan. In no case may the deferred amount be more than the Participant's Normal Compensation for the year.

For years prior to 2002, the limit under this paragraph (b) for any year shall not exceed \$15,000.

(c) Applicable Dollar Amount: For contributions in 2002 and in subsequent years, the applicable dollar amount shall be the amount determined in accordance with the following table:

<u>For taxable years beginning in calendar year:</u>	<u>The applicable dollar amount:</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000

In the case of taxable years beginning after December 31, 2006, the applicable dollar amount shall be adjusted for cost-of-living increases in accordance with Code section 457(e)(15).

- (d) Special Rules.Coordination with Other Plans: For contribution years prior to 2002, the amount excludible from a Participant's gross income for any taxable year under this Plan or any other plan under section 457(b) of the Code shall not exceed \$7,500 (as adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code) or such greater amount allowed under paragraph (b) of this section, less any amount excluded from gross income under sections 403(b), 402(e)(3), or 402(h)(1)(B) or (k) of the Code, or any amount with respect to which a deduction is allowable by reason of a contribution to an organization under section 501(c)(18) of the Code. For purposes of this Section 3.13, the following rules shall apply:

(i) Participant Covered by More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitations of this Section 3.13. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(ii) Pre-Participation Years. In applying the limitations of Section 3.13(b), a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Normal Limitation described in Section 3.13(a) or any other plan ceiling required by section 457(b) of the Code.

(iii) Pre-2002 Coordination Years. For purposes of Section 3.13(b)(2)(B)(ii), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18)

of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.13(b)(2)(B)(ii) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(iv) Disregard Excess Deferral. For purposes of this Section 3.13, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 3.13(g). To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

- (e) Age-Based Catch-Up Contributions: In addition to any other limit set forth in this section, and subject to any limitations that may be imposed under present or future federal tax laws and rules, a Participant who will attain age 50 in the calendar year may contribute an additional amount in such year or a subsequent year, according to the following schedule:

<u>Year of Contribution:</u>	<u>Additional Catch-Up Amount:</u>
2006 and later	\$5,000

In the case of taxable years beginning after December 31, 2006, the additional catch-up amount shall be adjusted for cost-of-living increases in accordance with section 414(v)(2)(C) of the Code.

- (f) Coordination of Catch-Up Contributions: A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.
- (g) Excess Deferrals: Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. section 1.457-5 for a taxable year may be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.

3.14 Normal Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan.

3.133.15 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 3.123(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under section 415(b)(2)(H)(ii)(I) of the Code, then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70 1/2.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 3.123(b), his Normal Retirement Age may not be changed.

3.143.16 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his or her entire benefit under the Plan.

3.153.17 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.

3.163.18 Severance from Employment: Termination of the Participant's employment relationship with the Employer.

3.173.19 Service Provider(s): The Variable Annuity Life Insurance Company (VALIC), VALIC Retirement Services Company, TIAA-CREF Individual &

Institutional Services, LLC (TIAA-CREF), or such other entity as the Employer Board designates to perform administrative services under this Plan.

ARTICLE IV. ADMINISTRATION

4.01 Plan Administrator. The ~~Idaho State Board of Education~~, located at 650 W. State Street, Boise, Idaho 838720, ~~is the administrator of this Plan and has designated the following its Executive Director~~ as responsible for administering the Plan (the "Plan Administrator"). The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants

The Board has designated the following officers of its employer units as responsible for enrolling Participants, sending Plan contributions for each Participant to the Service Providers selected by a Participant, and for performing other duties required for the operation of the Plan:

~~The~~ Chief Fiscal Officer
~~The~~ Office of the Idaho State Board of Education

~~The Financial~~ Vice President for Finance and Administration
Boise State University

~~The Financial~~ Vice President for Finance and Administration
Idaho State University

~~The Financial~~ Vice President for Finance and Administration
University of Idaho

~~The Financial~~ Vice President for Finance and Administration
Lewis-Clark State College

~~The~~ Financial Vice President for Finance and Administration
Eastern Idaho Technical College

~~The~~ Financial Vice President
College of Southern Idaho

Vice President for Finance and Administration
College of Western Idaho

~~The~~ Financial Vice President

North Idaho College

~~The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants under Section 7.07 of this Plan.~~

- 4.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under Section 7.07 of this Plan.
- 4.03 Administrative Services. The ~~Employer Board~~ may enter into an agreement with a Service Provider to provide ~~nondiscretionary~~ administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

ARTICLE V. PARTICIPATION IN THE PLAN

- 5.01 Participant. An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer.
- 5.02 Enrollment in the Plan. An Employee may become a Participant as of the first day of any calendar month by entering into a Deferred Compensation Agreement with respect to compensation not yet earned. A new Employee may become a Participant on the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment with respect to compensation not yet earned. The Deferred Compensation Agreement shall defer compensation not yet earned, and each Deferred Compensation Agreement must be made before the beginning of the month in which it is to become effective or, with respect to a new employee, on or before the first day of employment.
- 5.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.

- 5.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the ~~Plan Administrator~~ Service Provider.
- 5.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Normal Compensation in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.
- 5.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 5.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month as to which it is to be effective.
- 5.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 5.08 Deferrals after Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, deferrals may be made for former Employees with respect to compensation described in Treas. Reg. section 1.415(c)-2(e)(3)(ii) (relating to certain compensation paid within 2 1/2 months following Severance from Employment), compensation described in Treas. Reg. section 1.415(c)-2(g)(4) (relating to compensation paid to participants who are permanently and totally

disabled), and compensation relating to qualified military service under Code section 414(u).

ARTICLE VI. INVESTMENT OF DEFERRED COMPENSATION

6.01 Annuity Contracts and Other Plan Investments. For the purposes of satisfying its obligation to provide benefits under this Plan, the amount of compensation deferred by each Participant shall be invested in Annuity Contracts and other Plan investments as specified in the Participants' Deferred Compensation Agreements. Amounts deferred under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 6.02 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the ~~Employer Board~~ and the ~~Employer Board~~ shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the ~~Employer Board~~, and the issuer, trustee, or custodian shall accept such allocation instructions directly from Participants and Beneficiaries.

6.02 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts, or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of section 457(g)(1) of the Code. The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the ~~Employer Board~~ (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the ~~Board or~~

Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

- 6.03 Benefits Equal Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Board or Employer have any liability to pay benefits under this Plan, and the Board or Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 6.04 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.
- 6.05 EmployerBoard-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Employer Board shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Employer Board and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

ARTICLE VII. BENEFITS

- 7.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or upon Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1 of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 7.03.
- 7.02 Distribution Procedures. The Employer Board may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 7.01.

7.03 Payment Options. A Participant (or a Beneficiary as provided in Section 7.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the limitations set forth in Section 7.04:

- (a) life annuity;
- (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
- (c) unit refund life annuity;
- (d) joint and last survivor annuity (spouse only);
- (e) lump sum;
- (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;
- (g) withdrawals for a specified number of years;
- (h) withdrawals of a specified amount; or
- (i) any other method of payment agreed upon between Participant and Employer Board and accepted by the investment provider or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer Board.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

7.04 Required Minimum Distributions.

~~(a) — No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) (including the incidental death benefit requirements of Code section 401(a)(9)(G). and Treasury Regulations 1.409(a)()-1 through 1.401(a)(9)-8), all as applicable to governmental plans, and any additional Code limitations applicable to the Plan. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under section 401(a)(9) of the Code shall begin not later than the April 1 immediately following the calendar year in which the Participant reaches age 70 ½ or in which the Participant~~

subsequently retires from employment with the Employer.

~~(b)The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:~~

~~(1)If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.~~

~~(2)If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f)), below), distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.~~

~~(3)If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.~~

~~(4)If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant.~~

~~For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.~~

~~Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections (c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of section 401(a)(9) of the Code.~~

~~(c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:~~

~~(1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or~~

~~(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.~~

~~Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.~~

~~(d)(1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:~~

~~(a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.~~

~~(b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using~~

~~the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.~~

~~(c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.~~

~~(2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.~~

~~(3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph (d)(1) and subsection (2).~~

~~(4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.~~

~~(5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.~~

~~(e) Definitions.~~

- ~~(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 6.02 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1, Q&A-4, of the regulations.~~
- ~~(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31 of that distribution calendar year.~~
- ~~(3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the regulations.~~
- ~~(4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.~~
- ~~(5) "Required beginning date" means April 1st of the calendar year following the later of:~~
- ~~(a) the calendar year in which the Participant attains age 70-1/2; or~~
 - ~~(b) the calendar year in which the Participant retires.~~

~~(f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under subsection (b), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).~~

- 7.05 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under a payment option, the guaranteed or remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. If the Beneficiary does not continue to live for the remaining period of payments under the payment option, then the remaining benefits under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. In no event shall the Plan be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.
- 7.06 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 7.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under the payment option, the value of the remaining payments under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.
- 7.07 Unforeseeable Emergency Withdrawals. In the event of an unforeseeable emergency, a Participant may apply to the [Employer Service Provider](#) to receive that part of the value of his Account that is reasonably ~~needed~~ necessary to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.) If such application for withdrawal is approved by the ~~Employer Service Provider~~, the [Employer Service Provider](#) shall direct the issuer, trustee or custodian

to pay the Participant such value as the Employer-Service Provider deems necessary to meet the emergency need.

The regulations under section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 7.07, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

- 7.08 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer-Board and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan, provided it complies with Code section 401(a)(9) and related Treasury Regulations.
- 7.09 Participant's Election to Receive In-Service Distribution. ~~If the Employer so elects under Section 2.03, a~~ Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:

- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 7.09 or under Section 7.10.

7.10 Distribution without Participant's Consent. ~~If the Employer so elects under Section 2.04,~~ The total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:

- (a) such amount does not exceed \$1,000,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 7.10 or under Section 7.09.

7.11 Distribution During Military Service. Effective January 1, 2011, a Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A) for a period of 30 or more days is treated as severed from Employment during the period of uniformed service for purposes of requesting a distribution from his or her Plan Account provided, however, that a Participant who receives a distribution pursuant to this section 3.6(b) may not make elective contributions to the Plan during the six-month period beginning on the date of distributions.

ARTICLE VIII. NON-ASSIGNABILITY

8.01 In General. Except as provided in Section 8.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.

8.02 Domestic Relations Orders.

- (a) Allowance of Transfers: Notwithstanding Section 8.01, if a judgment, decree or order (including approval of a property settlement

agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law (“domestic relations order”), then the amount of the Participant’s Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator-Employer and Service Provider(s) shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.

- (b) Release from Liability to Participant: The Plan's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Board, Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Board, Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Board, Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Board, Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Board, Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).
- (c) Participation in Legal Proceedings: The Board, Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in

paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Board, Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's-an obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Board, Employer and Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

ARTICLE IX. TRANSFERS AND ROLLOVERS

9.01 Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 9.01 are met.

- (a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this Section 9.01(a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 3.1~~32~~, except that, for purposes of applying the limit of Section 3.1~~23~~, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

(b) Permissive Service Credit Transfers.

Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section 9.01(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 9.01(b) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

9.02 Rollovers. A Participant, a Participant's spouse or surviving spouse, a Participant's spouse- or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code section 414(p), or, effective January 1, 2010, a Participant's nonspouse beneficiary may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant or other recipient of an Eligible Rollover Distribution shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives. Rollover contributions to the Plan before January 1, 2006, shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan. Rollover contributions to the Plan on or after January 1, 2006, shall not be subject to the same restrictions on distributions applicable to other amounts held under the Plan, and such rollover contributions may be distributed at any time.

ARTICLE X. AMENDMENT OR TERMINATION OF PLAN

10.01 Amendment or Termination. The Employer Board may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in

conformity with the Code; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan and Participants shall thereafter receive their Normal Compensation.

10.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the ~~Employer Board~~, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XI. USERRA and HEART ACT COMPLIANCE

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Plan provides death benefits in accordance with Code section 401(a)(31) because all Plan accounts are fully vested and no additional benefits are paid due to death while employed.

ARTICLE XII. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XIII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

IN WITNESS WHEREOF, the Employer has caused this instrument to be executed by its duly authorized representative on this 16th day of August 2012.

~~Employer Name:~~ **Idaho State Board of Education**

By: _____

Name: _____

Title: _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

The Idaho Division of Vocational Rehabilitation request for approval of the settlement agreement discussed in executive session

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.W.3.
Idaho Code Sections 67-2345(d) and (f).

BACKGROUND / DISCUSSION

Idaho Division of Vocation Rehabilitation requests approval of the litigation settlement agreement consistent with the terms discussed in executive session.

BOARD ACTION

A motion to approve the settlement considered by the Board in executive session and to authorize the Idaho Division of Rehabilitation to sign all necessary settlement documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

IDAHO STATE UNIVERSITY

SUBJECT

Approval of a multi-year employment agreement for William L. Evans, Head Men's Basketball 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 four-year, two-month employment agreement for William L. Evans, Head Men's Basketball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 3. The position is funded by state appropriated funds.

This contract will provide a stable coaching environment for the basketball program as well as stability and consistency for the Athletic Department as a whole.

IMPACT

The annual salary for this position is \$102,752 per year plus supplemental compensation incentives as set forth below.

Athletic Incentive Pay may be earned as follows:

Conference Champion or Co-Champion			\$3,952
Conference Coach of the Year			\$3,952
Record Bonus (20+ regular season wins)			\$6,000
Big Sky Conference Tournament Winner or NCAA Men's Basketball Tournament berth			\$3,952
NCAA Men's Basketball Tournament			
Play-In	65 Teams		\$2,000
Round 1	64 Teams	1 st win	\$5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000
NCAA National Championship Winner Bonus Total:			\$92,000 / \$94,000

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

NIT Men's Basketball Post-Season Tournament			
Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000
NIT Championship Winner Bonus Total:			\$20,000
Annual Media Payment			\$20,000

Academic Incentive Pay may be earned as follows:

Supplemental Compensation may also be earned, at the discretion of the president and upon approval by the Board, based on team member behavior and the team's four-year APR ranking based on attainment of the following levels:

60th - 69.9% =	\$7,000
70th - 79.9% =	\$10,000
80th % or above =	\$15,000

Maximum potential annual compensation (base salary plus maximum potential supplemental compensation) would be \$249,608.

The Coach is also eligible to receive other supplemental compensation through University operated summer camps.

Liquidated damages for the Coach terminating the contract early for his own convenience are \$35,000 for the first year, \$25,000 for the second year and \$10,000 for the third year.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 5
Attachment 2	Employment Agreement – Redline	Page 19
Attachment 3	Model Contract Matrix Changes	Page 35

STAFF COMMENTS AND RECOMMENDATIONS

At the October 2011 Board meeting, the chair of the Athletic Committee indicated the Committee wants the institutions to be aware the Board is looking for four criteria when looking at contracts: 1) timelines, 2) meaningful academic incentives, 3) three-year terms (with some exceptions) and 4) liquidated damages. The chair reiterated that future contracts need to contain these criteria to be considered and follow the model contract in Board policy.

ISU brings a contract for its men's basketball coach. The term of this four year employment agreement was effective March 9, 2012. The Board may wish to inquire about timelines and contract length. The academic incentives are meaningful – with the highest amount well in excess of incentive pay for a

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

conference championship. The contract also contains adequate liquidated damages in favor of the University.

The employment agreement follows the Board-approved model contract except as specifically noted in Attachment 3.

Staff recommends the institution provide justification to the Board for seeking retroactive approval of a four year contract.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a multi-year employment agreement with William L. Evans, Head Men's Basketball Coach, for a term commencing retroactively on March 9, 2012 and terminating May 9, 2016, in substantial conformance with the agreement submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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(MODEL ATHLETICS CONTRACT
EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and William L. Evans (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 (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 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on March 09, 2012 and terminating, without further notice to Coach, on May 09, 2016 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$102,752.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$15,000 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 discretion of the President in consultation with the Director and approved by the University’s Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team’s four-year APR national ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
60%-69%	\$ 7,000.00
70%-79%	\$ 10,000.00
80% or above	\$ 15,000.00

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 Trustees as a document available to the public under the Idaho Public Records Act.

3.2.5 *Record Bonus.* The University must pay to Coach supplemental compensation in the amount of \$6,000 for winning twenty (20) or more regular season men’s basketball games, provided that the Coach continues to be employed as University’s head Men’s Basketball coach as of the ensuing May 1st.

3.2.6 Each year the Team advances in the NCAA Men’s Basketball Tournament, and if Coach continues to be employed as University’s head Men’s Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Play-In	65 Teams		\$2,000.00
Round 1	64 Teams	1 st win	\$5,000.00
Round 2	32 Teams	2 nd win	\$10,000.00
Round 3	16 Teams	3 rd win	\$12,000.00
Round 4	8 Teams	4 th win	\$15,000.00
Round 5	4 Teams	5 th win	\$20,000.00
Round 6	2 Teams	6 th win	\$30,000.00

Possible national championship winner computation bonus total: \$92,000.00 / \$94,000.00

3.2.7 Each year the Team advances in the NIT Men’s Basketball Post-Season Tournament, and if Coach continues to be employed as University’s head Men’s Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	32 Teams	1 st win	\$2,000.00
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Round 2	16 Teams	2 nd win	\$3,000.00
Round 3	8 Teams	3 rd win	\$4,000.00
Round 4	4 Teams	4 th win	\$5,000.00
Round 5	2 Teams	5 th win	\$6,000.00

Possible bonus computation total for winning NIT Men’s Basketball Post-Season Tournament:
\$20,000.00

3.2.8 The Coach shall receive the sum of \$20,000 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, public appearances (Programs) and all Bengal Athletic Booster events. Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach’s show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University designated media outlets.

3.2.9 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Men’s 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 men’s 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 summer men’s basketball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of his employment as head Men’s Basketball coach at the University, or direct those net revenues as an enhancement to the Men’s Basketball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.10 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 which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's

athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the

expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or 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 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature 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 other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction 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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of 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. Further, in the event that Coach accepts a volunteer position as a coach (whether head or assistant) at any college or university during the period after this Agreement has been terminated and before the end of the term, then the amount of compensation the University pays will be adjusted and reduced by fair market value of the Coach's volunteer services.

5.2.3 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 Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the

Agreement is terminated on or before May 09, 2013, the sum of \$35,000.00; (b) if the Agreement is terminated between May 10, 2013 and May 09, 2014 inclusive, the sum of \$25,000.00; (c) if the Agreement is terminated between May 10, 2014 and May 09, 2015 inclusive, the sum of \$10,000. The liquidated damages 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 will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. 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 provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise

obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of his accrued unused vacation days prior to the effective date of the termination.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, 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

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209-

the Coach: William L. Evans

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 Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY

COACH

Arthur C. Vailas, President Date

William L. Evans Date

Approved by the Board of Trustees on the ____ day of _____, 2012.

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(MODEL ATHLETICS CONTRACT)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between _____
~~(Idaho State~~ University (~~College~~), University) and _____ William L. Evans
 (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)~~ 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ ~~(—four (4)~~ years, commencing on _____ March 09, 2012 and terminating, without further notice to Coach, on _____ May 09, 2016 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 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 \$ ~~_____~~ \$102,752.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)'s~~ University'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 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~~ University's head ~~(Sport) Men's Basketball~~ coach as of the ensuing ~~July~~ May 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post season) eligibility are~~ is achieved. The University ~~(College)~~ 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~~ Coach is ~~ranked in~~ named as the ~~top 25 in Conference~~ Coach of 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~~ May 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of Coach's two week's pay (2/52 x Annual Salary in effect on) of

Coach's Annual Salary during the date of the final poll fiscal year in which the championship is achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. ~~3.2.3~~—Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~ \$15,000 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 discretion of the President in consultation with the Director and approved by the University (College)'s University's Board of ~~(Regents or Trustees)~~. 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; and the Team's four-year APR national ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
<u>60%-69%</u>	<u>\$ 7,000.00</u>
<u>70%-79%</u>	<u>\$ 10,000.00</u>
<u>80% or above</u>	<u>\$ 15,000.00</u>

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 discretion of the President in consultation with the Director and approved by the University (College)'s Board of ~~(Regents or Trustees)~~.~~

~~3.2.5~~ 3.2.5 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$6,000 for winning twenty (20) or more regular season men's basketball games, provided that the Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Play-In	65 Teams		\$2,000.00
Round 1	64 Teams	1 st win	\$5,000.00
Round 2	32 Teams	2 nd win	\$10,000.00
Round 3	16 Teams	3 rd win	\$12,000.00
Round 4	8 Teams	4 th win	\$15,000.00
Round 5	4 Teams	5 th win	\$20,000.00
Round 6	2 Teams	6 th win	\$30,000.00

Possible national championship winner computation bonus total: \$92,000.00 / \$94,000.00

3.2.7 Each year the Team advances in the NIT Men's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	32 Teams	1 st win	\$2,000.00
Round 2	16 Teams	2 nd win	\$3,000.00
Round 3	8 Teams	3 rd win	\$4,000.00
Round 4	4 Teams	4 th win	\$5,000.00
Round 5	2 Teams	5 th win	\$6,000.00

Possible bonus computation total for winning NIT Men's Basketball Post-Season Tournament:
\$20,000.00

3.2.8 The Coach shall receive the sum of ~~-(amount or computation)-~~\$20,000 from the University ~~(College)~~ or the ~~University (College)~~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) ~~and all Bengal Athletic Booster events.~~ Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid ~~(terms or conditions of payment)~~ in one lump sum. 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, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

3.2.69 (SUMMER CAMP—OPERATED BY UNIVERSITY ~~(COLLEGE)~~)
 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)—Men's 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 men's 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 (College)'s~~ University's summer ~~football~~ men's basketball camps, ~~the University (College) shall pay Coach (amount) any net revenues resulting from the camp~~ per year as supplemental compensation during each year of his employment as head ~~(Sport) Men's Basketball~~ coach at the University ~~(College)~~, or direct those net revenues as an enhancement to the Men's Basketball program budget at the University. This amount shall be paid ~~(terms of payment)~~ within 30 days after all camp bills have been paid.

~~(SUMMER CAMP OPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) 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 (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~

- d) ~~The Coach complies with all NCAA (NAIA), Conference, and University (College) 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 (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- f) ~~The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- g) ~~Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- h) ~~The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- i) ~~To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) 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 (College) while engaged in camp activities. The Coach and all other University (College) 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 (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.710 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 ~~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 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 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 C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) ~~University (College)~~'s ~~University's~~ 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) Big Sky~~ 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 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 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)~~. 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.

4.76 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 rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ 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 University'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 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; provided, however, in the event Coach obtains other employment of any kind or nature 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 other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction 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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of 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. Further, in the event that Coach accepts a volunteer position as a coach (whether head or assistant) at any college or university during the period after this Agreement has been terminated and before the end of the term, then the amount of compensation the University pays will be adjusted and reduced by fair market value of the Coach's volunteer services.

5.2.3 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 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 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 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 ~~_____~~, May 09, 2013, the sum of ~~\$3035,000.00~~; (b) if the Agreement is terminated between ~~_____~~ May 10, 2013 and ~~_____~~ May 09, 2014 inclusive, the sum of ~~\$2025,000.00~~; (c) if the Agreement is terminated between ~~_____~~ May 10, 2014 and ~~_____~~ May 09, 2015 inclusive, the sum of ~~\$10,000.00~~. The liquidated damages 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 are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(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 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 elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University (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.

5.76 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.

5.87 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 Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of his accrued unused vacation days prior to the effective date of the termination.

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 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 ~~_____ program~~ Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, 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 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

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: _____ President

Arthur Vailas
921 S. 8th Ave. Stop

Pocatello, ID 83209-

the Coach: _____ William L. Evans

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. 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.

IDAHO STATE UNIVERSITY (COLLEGE)
COACH

Arthur C. Vailas, President Date William L.
Evans Date

Approved by the Board of ~~(Regents or Trustees)~~ on the ____ day of _____, 2010.
_____, 2012.

WILLIAM EVANS, HEAD BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	2 weeks pay bonus for Team being conference champion or co-champion not made contingent on bowl game or post-season tournament/playoff (winning the conference tournament already qualifies the team for an automatic NCAA Tournament berth).
2	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for Coach being named conference coach of the year as this is more applicable.
3	None	3.2.3 Supplemental Compensation	Added 2 weeks pay bonus for winning the Big Sky tournament or obtaining an NCAA tournament berth added for extra incentive to improve team performance.
4	3.2.3 Supplemental Compensation	3.2.4 Supplemental Compensation	This bonus of up to \$15,000 is based on the Team's 4-year APR ranking as the criteria for academic achievement as this has been a key focus and issue for the University.
5	3.2.4 Supplemental Compensation	3.2.5 Supplemental Compensation	Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of up to \$6,000 for winning 20 or more regular season games as this would be a good first step to higher attendance, donations, etc.
6	None	3.2.6 Supplemental Compensation	Added bonus opportunity of up to \$94,000 based on number of wins in the NCAA Men's Basketball Tournament.
7	None	3.2.7 Supplemental Compensation	Added bonus opportunity of up to \$20,000 based on number of wins in the NIT Men's Basketball Tournament.
8	3.2.5 Supplemental Compensation	3.2.8 Supplemental Compensation	Bonus opportunity for media participation set at \$20,000 and added specific reference to attending Bengal Athletic Booster events as this is an important requirement.
9	3.2.6 Summer Camp Operated by University	3.2.9 Summer Camp Operated by University	University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Basketball Program.
10	5.2.2 Termination of Coach for Convenience	5.2.2 Termination of Coach for Convenience	Added provision that if Coach is terminated and accepts a volunteer position as a coach, the amount of compensation paid by the University will be reduced by the fair market value of the volunteer services. This is to prevent a coach from working for another program while the University pays his full salary.
11	None	5.8	Added a provision that in the event of a termination, the University may require the Coach to take his accrued vacation prior to the effective date of the termination. This is to prevent the situation where the Coach is not working at the end of the contract but does not take vacation days and thereby receives a payout of accrued vacation upon termination of the contract.

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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Agreement for employee benefits life and disability insurance

REFERENCE

April 2005	Board approved contract with Aon Consulting Inc., for benefits consulting
June 2008	Board approved contract with Buck Consultants, LLC, for benefits consulting

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.13.a.

BACKGROUND/DISCUSSION

The University of Idaho provides significant and competitive employee benefits to its faculty and staff. One significant element of those benefits provides the University employees financial stability through Life and Disability insurance. Basic coverage is provided by the University with supplemental coverage available during the annual open enrollment period.

Life insurance coverage has been provided through The Standard Company since June 30, 2006. Prior to that time coverage was provided by the Principle Financial Group. Disability insurance coverage has been provided through Hartford. Both of these agreements were established with the assistance of AON Consulting, Inc. and continued support has been provided by Buck Consultants, LLC.

This is part of a continued and systematic review of employee benefits and the underlying contracts which support those benefits. On May 7, 2012 the University issued a Request for Proposals 12-46J with a closing date of June 6, 2012. Thirty one firms were solicited with a public notice placed upon the University's Purchasing Services website. Twelve responses were received. A selection committee reviewed, evaluated and determined that The Standard Insurance Company through Helbling Benefits Consulting provided the best value for the University.

The Standard Insurance Company through Helbling Benefits Consulting will provide both insurance coverages. Helbling replaces Buck Consultants as the University's consultant of record and will provide such services as consulting and account management, claims analysis, reserve monitoring and carrier negotiations.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

IMPACT

UI 705 - Helbling Benefits Consulting

Helbling Benefits Consulting will charge an annual fee of one percent (1%) added to the life and disability premium. The initial term of the contract is three (3) years. There are two (2) optional three (3) year renewal terms that, if exercised, will result in a full term of nine (9) years. Under a full nine (9) year term, the total value of the contract is \$118,000 (assuming the estimated premiums below remain consistent throughout the full term).

UI 706 - Standard Insurance Company

The Standard Insurance Company provides a three (3) year rate guarantee with annual premiums estimated to be:

	Life Insurance Projected Annual Cost	Disability Projected Annual Cost
<i>Employer Portion</i>	\$535,280.15	\$279,363.12
<i>Employee Portion</i>	<u>\$315,977.05</u>	<u>\$190,711.87</u>
TOTAL	\$851,257.20	\$470,074.99

The initial term of the contract is three (3) years. There are two (2) optional three (3) year renewal terms that, if exercised, will result in a full term of nine (9) years. Under a full nine (9) year term, the total value of the contract is \$11,798,749.08 (assuming the estimated premiums above remain consistent throughout the full term).

ATTACHMENTS

- Attachment 1 – Proposed Contract – UI705 Helbling Benefit Consultants Page 5
- Attachment 2 – Proposed Contract – UI706 The Standard Insurance Co. Page 9
- Attachment 3 – Benefit and Rate Comparison Page 13
- Attachment 4 – Response to RFP Page 15
- Attachment 5 – Request for Proposals 12-46J Page 237

STAFF COMMENTS AND RECOMMENDATIONS

The UI recently rebid its employee life and disability insurance. Based on the accepted proposal, the University will be able to achieve costs savings for both the employer and employees. There are no proposed changes to the benefits (employee and spouse supplemental life, accidental death & dismemberment, and disability) themselves.

**BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012**

An example of cost savings on the employer side follows:

	2012 Rates	Proposed Rates
Life Insurance (1x base salary)	0.268	0.175
Disability		
- Short-term/per \$10	0.089	0.082
- Long-term/per \$100 of salary	0.20	0.20

Staff recommends approval.

BOARD ACTION

I move to approve the agreements between the University of Idaho and The Standard Insurance Company with Helbling Benefit Consultants as consultant of record, in substantial conformance to the forms submitted to the Board in Attachments 1 and 2, inclusive of the University of Idaho Request for Proposals Number 12-46J and the Helbling Benefit Consultant's response dated June 6, 2012, and to authorize the director of contracts and purchasing services to execute all necessary documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-705

The University of Idaho (hereinafter called the University) hereby awards to Helbling Benefits Consulting (hereinafter called the Contractor) Agreement number UI-705 to furnish life and disability insurance consulting services to the University, as specified in University of Idaho Request for Proposals Number 12-46J, 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 12-46J; b) Helbling Benefits Consulting's response dated June 6, 2012 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-705; 2) University of Idaho Request for Proposals Number 12-46J; 3) Helbling Benefits Consulting's response dated June 6, 2012.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered in-person, delivery service, and 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
 1028 West 6th Street
 Moscow, Idaho 83844-2006
 Attn: Christopher Johnson
 Phone: (208) 885-6116
 Fax: (208) 885-6060

With copy to: counsel@uidaho.edu

the Contractor: Helbling Benefits Consulting
 250 Northwest Blvd. Suite 201
 Coeur d'Alene, ID 83815
 Attn.: Chad Murray
 Phone: (208) 765-9521
 Fax: (208) 818-8895

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, (c) via electronic mail, or (d) 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 TERM OF AGREEMENT

The initial term of this agreement shall be three (3) years, commencing upon January 1, 2013. Initial employee enrollment and transition will begin with Fall 2012 open enrollment. 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, provided written notice of each extension is given to the Contractor 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 renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.4 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.

1.5 PRICING AND INVOICES

The University accepts option 1 under the Standard Insurance RFP response and plan pricing, which states: "1) Add a 1 percent consulting fee to the Life and Disability Premium."

All invoices must contain the name of the University department, contract number UI-705, itemization of materials and services, and correct Agreement pricing.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable
PO Box 444244
Moscow, ID 83844-4244

1.6 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 September 1, 2012.

**For the Regents of the
UNIVERSITY OF IDAHO**

Helbling Benefits Consulting

SIGN: _____

SIGN: _____

Christopher Johnson
Director
Contracts and Purchasing Services

Chad Murray
Vice President
Helbling Benefits Consulting

DATE: _____

DATE: _____

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UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-706

The University of Idaho (hereinafter called the University) hereby awards to the Standard Insurance Company (hereinafter called the Contractor) Agreement number UI-706 to furnish life and disability insurance to the University, as specified in University of Idaho Request for Proposals Number 12-46J, 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 12-46J; b) Helbling Benefits Consulting/the Standard Insurance Company's response dated June 1, 2012 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-706; 2) University of Idaho Request for Proposals Number 12-46J; 3) Helbling Benefits Consulting/the Standard Insurance Company's response dated June 1, 2012.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered in-person, delivery service, and 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
 1028 West 6th Street
 Moscow, Idaho 83844-2006
 Attn: Christopher Johnson
 Phone: (208) 885-6116
 Fax: (208) 885-6060

With copy to: counsel@uidaho.edu

the Contractor: Standard Insurance Company
 920 SW 6th Avenue
 Portland, OR 97204
 Attn.: G. Sky O'Callahan
 Phone: (971) 321-6827

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, (c) via electronic mail, or (d) 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 TERM OF AGREEMENT

The initial term of this agreement shall be three (3) years, commencing upon January 1, 2013. Initial employee enrollment and transition will begin with Fall 2012 open enrollment. 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, provided written notice of each extension is given to the Contractor 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 renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.4 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.

1.5 PRICING AND INVOICES

All invoices must contain the name of the University department, contract number UI-706, itemization of materials and services, and correct Agreement pricing.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable
PO Box 444244
Moscow, ID 83844-4244

1.6 MODIFICATIONS TO STANDARD TERMS

Attached and incorporated are “Changes to Standard Terms and Conditions” which changes to the terms stated in Request for Proposal 12-46J have been reviewed and agreed upon by the parties.

1.7 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 September 1, 2012.

**For the Regents of the
UNIVERSITY OF IDAHO**

Standard Insurance Company

SIGN: _____

SIGN: _____

Christopher Johnson
Director
Contracts and Purchasing Services

NAME: _____

TITLE: _____

DATE: _____

DATE: _____

Changes to Standard Terms and Conditions

The following terms found in the Request for Proposal 12-46J are amended as follows:

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 consist 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, the Proposer's group insurance policy or policies, and the Proposer's response to the RFP.

Provided, however, that the Proposer's group insurance policy or policies shall govern: (i) eligibility for insurance and benefits, and (ii) Proposer's rights to amend, re-rate and terminate its group insurance policy or policies.

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.

Provided, however, this shall not apply to any legal proceedings that arise out of or are related to a benefits decision under Proposer's group insurance policies.

Summary of Annual Costs				
	Life Insurance	Disability	Broker Consulting	Rate Guarantee
	Current Annual Cost	Projected Annual Cost	Annual Cost	
Current Rates	Standard	Hartford		
<i>Employer Portion</i>	\$490,931.70	\$287,236.92	no additional cost	n/a
<i>Employee Portion</i>	\$468,057.96	\$141,692.16		
Renewal Rates (no changes)	Standard	Hartford		
<i>Employer Portion</i>	\$535,280.15	\$287,236.92	no additional cost	Life = 3 years
<i>Employee Portion</i>	\$315,977.05	\$141,692.16		Dis = 1 year
Standard w/Helbling				
<i>Employer Portion</i>	\$535,280.15	\$279,363.12	1% Consulting Fee	Life = 3 years
<i>Employee Portion</i>	\$315,977.05	\$190,711.87	Approx. \$13,000	Dis = 3 years

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Group Benefits Consulting

June 6th, 2012

University of Idaho Purchasing Services
Attn: Christopher Johnson, Director
1028 W. 6th Street
Moscow, Idaho 83844

Re: Request for Proposal for the University of Idaho - RFP No. 11-46J

Dear Mr. Johnson,

On behalf of the Helbling Benefits Consulting (HBC) team we truly appreciate the opportunity to acquire quotes on behalf of the University's employee Life and Disability programs. We have secured proposals from The Hartford and Standard Insurance. During the process we had other carrier's review the RFP and they cordially declined to quote, based on some of the experience reviewed in the current disability program.

All of the proposals we are presenting are net of commissions, or consulting fees. If we are selected to assist the University's benefits departments in managing the Life and Disability programs, our requested compensation for services are as follows:

The Hartford

- 1) No built in consulting fee as long as we are the Consultant of Record on the University's Life and Disability programs. We would be compensated by our increased Hartford block of business. "OR"
- 2) Annual Consulting Fee of \$30,000 annually (monthly \$2,500) paid directly to Helbling Benefits Consulting.

Standard Insurance

- 1) Add a 1 percent consulting fee to the Life and Disability premium. "OR"
- 2) Annual Consulting Fee of \$30,000 annually (monthly \$2,500) paid directly to Helbling Benefits Consulting.

This allows HBC to provide the following services: *(more detail on request)*

- Dedicated Consultant and Account Manager *(available for onsite meetings as needed)*
- Quarterly Life & Disability claims analysis
- Claims Fluctuation Reserve monitoring

- Life & Disability plan design consultation
- Carrier Negotiations
- Request for Proposal creation
- Life & Disability Contract Review
- Life & Disability Education (*Employer & Employee*)
- Retiree Assistance (*answer questions directly, coordinate claims filings, beneficiary updates, retiree meetings*)
- Legislative Updates (PPACA, COBRA, HIPAA, FMLA, ADA, GINA, etc)

HBC is open to other consulting fee arrangements if desired by the University of Idaho.

Both Standard and The Hartford proposals through Helbling Benefits Consulting will be serviced out of the local Hartford (Seattle) and Standard Insurance (Spokane) offices. We will have dedicated account managers with both of these carriers, with a high touch service model.

If Helbling Benefits Consulting is selected as the University's consultant on the Life and Disability programs, there will be some additional negotiations with the selected carrier, which we will provide. In addition, there are funding arrangements and rate guarantee options, which we will explore on behalf of the University. (*Everything under HBC Services*)

Binder Contents:

- Tab 1 Helbling Benefits Consulting Executive Summary & Consultant Profile
- Tab 2 Helbling Benefits Consulting Life and Disability Experience Analysis & RFP
Cost Summary
- Tab 3 The Hartford RFP response and plan pricing
- Tab 4 Standard Insurance RFP responses and plan pricing
- Tab 5 Helbling Benefits Consulting E & O Insurance Certificate & References

Please let us know if you have any questions or would like additional information. We look forward to the opportunity to provide consulting services for the University of Idaho's employee Life and Disability programs.

Sincerely,



Chad Murray, *GBDS*
Benefits Consultant
Helbling Benefits Consulting

Attached: Acknowledgement of Addendums
Proposal Response Certification

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 11-46J

PROPOSAL RESPONSE CERTIFICATION

June 6, 2012

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.^{12-46J Addendum 1 Q&A -- 12-46J Addendum 1 Rate History Sheet}

Greg Helbling

Name



Signature

President

Title

Helbling Benefits Consulting

Company

250 Northwest Blvd, Suite 201

Street Address

Coeur d'Alene, Idaho, 83815

City, State, Zip

877-765-2620 / 208-765-9521

Telephone Number and Fax Number

208-818-8895

Cell Phone Number

ghelbling@helblingbenefits.com

E-mail Address

Idaho

State of Incorporation

20-0936230

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	<u> X </u>
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

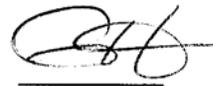
Business Classification Type is used for tracking purposes, not as criteria for award.

Acknowledgement of Addendums:

- 12-46J Addendum 1 certificate – initialed.pdf
- 12-46J Addendum 1 Current Disability Booklet-initialed.pdf
- 12-46J Addendum 1 Current Disability Booklet.pdf
- 12-46J Addendum 1 Q&A - initialed.pdf
- 12-46J Addendum 1 Rate History Sheet – initialed.pdf
- 12-46J Addendum 2 - initialed.pdf
- 12-46J Addendum 2 Life Premium and Volume initialed.pdf

Greg Helbling, President (Authorized Officer)

Initials



Helbling Benefits Consulting

Executive Summary

Our Mission Statement

"We promise to apply our industry knowledge and innovative solutions to protect the financial and human wellbeing of our valued customers!"

Our Core Values

Integrity We consistently adhere to a moral and ethical code.

Knowledge We believe that the pursuit of knowledge, understanding, meaning, and personal development should be encouraged across all stages of life. We pride ourselves in being well informed and searching for new and innovative solutions for our clients.

Friendly A service level that is genuinely friendly with our clients, vendors and service providers.

Founded in 1999 by Greg Helbling, previous to 1999 doing business as Harris Dean Insurance.

Number of Employees 14 current staff members.

Company Officers

Greg Helbling, President
Chad Murray, Vice President/Partner

Employee Benefits Experience Greg Helbling and Chad Murray have over forty years of employee benefits experience and knowledge. We have been involved in all facets of the industry - with insurance carriers in sales and marketing, information technology, in a corporate home office capacity, and for many years as independent agents/consultants working on behalf of employers.

Business Volume \$59,000,000 of Pacific Northwest business under management.

Helbling Employee Benefits Consulting works with over 100 public and privately held entities.

Our operational philosophy is to always provide

- Accuracy
- First rate customer service
- Friendly and approachable
- Unmatched turnaround and response time



250 Northwest Blvd, Coeur d'Alene Idaho, 83814 * www.helblingbenefits.com * 208-765-2620

Helbling Benefits Consulting

"We promise to apply our industry knowledge and incorporate innovative solutions to protect the financial and human well being of our valued clients."



Chad Murray, GBDS

Helbling Benefits Consulting specializes in benefits consulting for Medical, Dental, Vision, Life, and Disability. Chad has twelve years experience in the insurance industry working for a large national insurance carrier for seven years and the last five with Helbling Benefits Consulting. At Helbling Benefits Consulting, Chad specializes in bringing his clients the most comprehensive employee benefit package available.

Chad Murray is a 1999 graduate from the University of Idaho with a Bachelor's degree in Management Information Systems. Chad has also received further training in Group Disability Insurance and has received his National Health Underwriters "Group Benefits Disability Specialist" designation.



Chad Murray, GBDS
Benefits Consultant

cmurray@helblingbenefits.com
208-765-2620

National Health Underwriters "Group Benefits Disability Specialist" designation

- Proficiency in Group Short- and Long-term disability contracts, plan design strategies, underwriting risk management tools, and pricing levers
- Disability Industry best practice
- Understanding how a client's risk profile is viewed and how to improve it
- High level of moral and ethical conduct within the group disability benefits industry by detailing market conduct responsibilities

Helbling Benefits Consulting

"We promise to apply our industry knowledge and incorporate innovative solutions to protect the financial and human well being of our valued clients."



Nellie Armstrong

As the Senior Account Manager at Helbling Benefits Consulting, Nellie specializes in bringing the highest level of service and dedication to our groups.

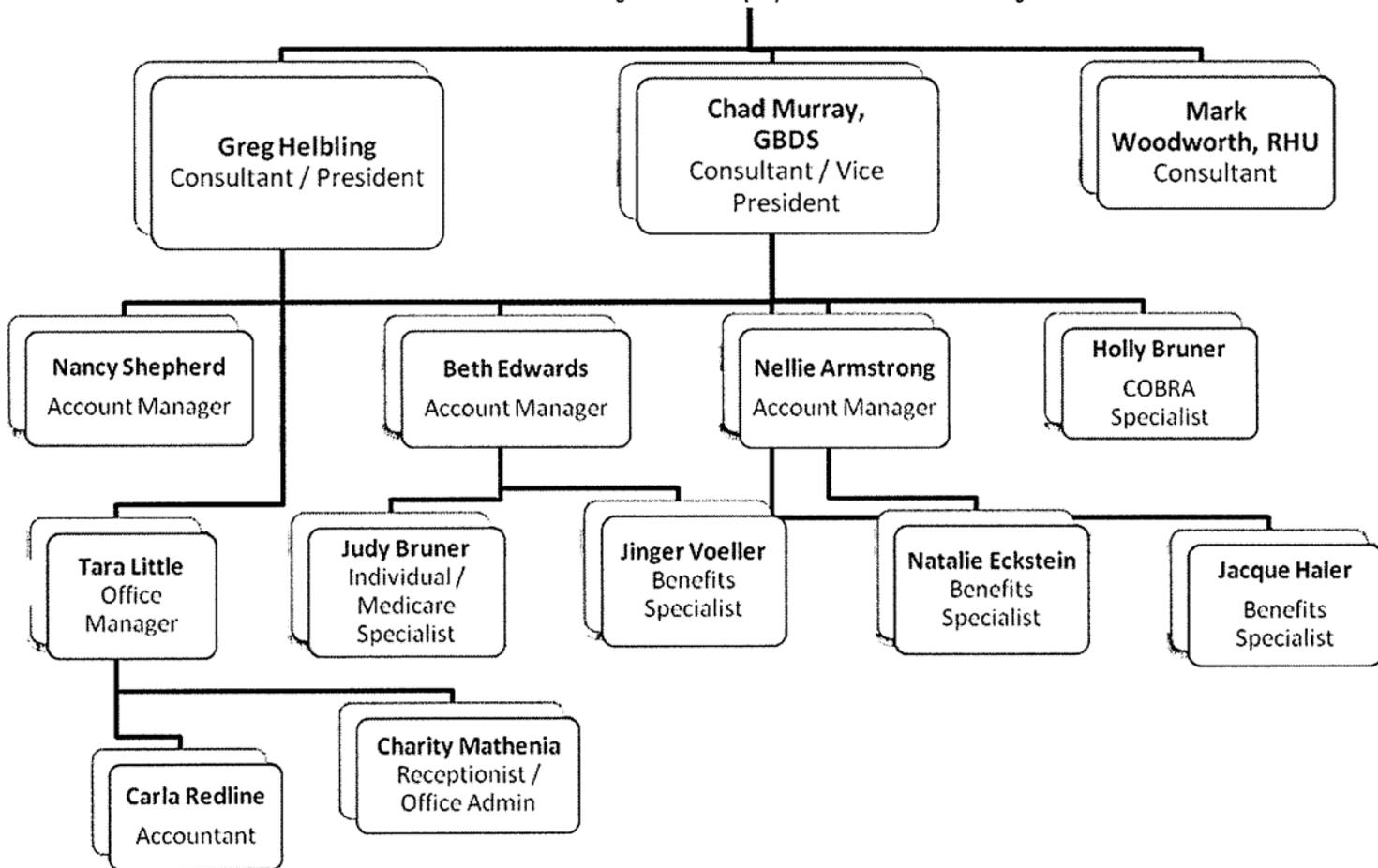
Nellie's key strengths are assisting the employer with applying new lines of coverage to benefit packages, and providing tools for employee communication. In addition to implementing Life and Disability policies to our largest clients, she also assisted our school districts and the University of Idaho with the ERRP program. Nellie is client focused, works closely with our vendors and is a trusted resource for our groups.

Nellie Armstrong
Account Manager

narmstrong@helblingbenefits.com
208-765-2620

Account Management for Life and Disability

- Provides Human Resource support in enrollment, billing and employee communication.
- Assists employees with claim issues, member appeals and special considerations.
- Primary resource for benefit questions.
- Problem solves with the carrier on behalf of the employee to ensure the best possible outcome arises.



University of Idaho Life/AD&D & Disability Experience through 12/31/2011

As we received the experience data on the University we were able to draw out the specific experience on each line of business. Below, we have outlined by line of coverage some key points for the University's consideration during the evaluation of the Life and Disability RFP.

University of Idaho Short-term Disability Experience

- The STD experience data provided is through 12/31/2011. The current experience reveals that for the last three years the net loss ratio is 1.08. If we review just the last two years, the loss ratio reduces to .93. The current experience may be trending better but without the last four months in 2012, it is challenging to make that determination. Based on the current information, you should receive quotes coming in between 0 - 30% above current, as well as a two-three year rate guarantee. Different underwriting and risk assumptions will be different from carrier to carrier.

STD	01/1/2009-12/31/2009	01/01/2010-12/31/2010	01/01/2011-12/31/2011	Totals	Loss Ratio
Premium	101,775.79	124,269.77	121,085.42	347,130.98	1.08
Claims	147,706	86,176	141,262	375,144	
Lives	2,387	2,315	2,303		
Volume	1155123	1542686	1537912		

Helbling Benefits Consulting

Life and Disability Experience Analysis & RFP Cost Summary

University of Idaho Long-term Disability Experience

- As with the STD, the experience provided is through 12/31/2011 and reveals it is running at a net loss ratio of approximately 1.76. A rate increase was recently put in place, and will take some time to see how this plays out in the experience. We do not know if the current participation levels have decreased due to the recent rate increase put into place on 1/1/2012. We would like to analyze this further after receiving more information.
- There are currently 25 open claims. Based on the University's demographics, we would expect no more than 16 open claims at one time. Therefore, the University is experiencing high incidence levels and a challenging loss ratio. The disability industry in general has seen higher incident rates, which can be attributed in part to the down economy. This can make it difficult to receive a competitive quote in the marketplace. It is always possible for a carrier to underwrite this line of business for a loss assuming a significant increase will be needed at the first renewal.

LTD	1/1/2008- 12/31/2008	1/1/2009- 12/31/2009	1/1/2010- 12/31/2010	1/1/2011- 12/31/2011	Totals	Loss Ratio
Premium	228,196.61	229,938.81	207,670.28	205,655.02	871,460.72	1.76
Claims	127,426.00	90,617.00	212,660.00	37,063.00	467,766.00	
Reserves	182,464	60,211	420,634	399,458	1,062,767.00	
Open	5	4	12	4	25	
Closed	2	5	3	0	10	
Lives	2,467	2,389	2,317	2,303		
Volume	8,856,103	8,900,313	13,214,639	13,188,225		
Hartford						
Incurral						
Reserves	182,464	60,211	420,634	399,458		
IC	309,890	150,828	633,294	436,521		
Claims	127,426	90,617	212,660	37,063		



Helbling Benefits Consulting

Life and Disability Experience Analysis & RFP Cost Summary

Life, AD&D, and Supplemental Life

- The life plan is running well when packaged with the supplemental life insurance. The basic life could warrant a decrease if the voluntary rates stay the same. The Standard reserves premium waiver claims at 65% of face amount where I would make a case to reserve at 40% when reviewing this opportunity further. Also the retiree experience is not running so well which is not surprising. Making an adjustment to the retiree rate could create a lower rate to the active base life and voluntary life. If no changes in the retiree rate, the active plan will continue to subsidize the retiree rate. In the Standard Insurance proposal you can see they lowered the active base and voluntary life rates but increased retiree rates significantly. All depends on how the University views the Active versus the Retiree.

Basic Life	1/1/2009- 12/31/2009	01/01/2010- 12/31/2010	01/01/2011- 6/31/2011*	07/01/2011- 03/31/2012	Totals	LR
Premium(A&R)	343,563	354,479	210,773	403,688	1,312,503	0.99
Claims (A&R)	440,500	321,089	87,500	179,500	1,028,589	
WP**	84,000	141,000	46,500	0	271,500	
Lives	3,098	2,997	2,938	2,974		
Volume	109,674,500	106,851,000	127,265,250	128,540,419		
Supp Life	1/1/2009- 12/31/2009	01/01/2010- 12/31/2010	01/01/2011- 6/31/2011*	07/01/2011- 03/31/2012	Totals	LR
Premium	247916	262619	148122	254974	913631	0.44
Claims	229,000	0	0	63,000	292,000	
WP**		80000	30000		110000	
Lives	815	811	872	876		
Volume	63,250,000	66,120,000	73,261,250	74,063,250		
*Rate Change						
** Reserving at 50%						



Standard Insurance Cost Proposal Summary

Life & AD&D - 3 year rate guarantee

Please Note: illustration is based a snap shot of volume provided in the RFP. Same volume was used with both carrier analysis for the sake of consistency

Basic Life (Employer Funding)

Actives 34.6% savings (or - \$11,598 per month)

Retirees 211% increase (or +\$15,414 per month)

**Please note, in the rate sheet the incorrect Retiree volume was used; the rate sheet shows \$3,375,000 and it should be \$7,375,000 (Standards samples calc wrong, correct in our analysis)*

Overall, increase to the University is \$3,816 (or 9.3% increase) when we combine Active and Retiree. As you can see Standard shifted the cost to the Retiree plan and lowered the better experienced Active Life Plan rates.

Supplemental Life - on average a 28% savings for employees (varies somewhat by age band) (or -\$7,868 per month)

Spouse Life - again on average a 28% savings for the employees (or - \$1,404 per month)

Dependant Life - about a 40% premium savings for employees (or -\$239 per month)

Stand Alone AD&D (VAD&D) - No change in rates.

Short-term Disability - 3 year rate guarantee

Base Plan (Employer Funded) -8% or \$656 savings per month

Buy Up 1 (Employee Funded) no change in rates

Buy Up 2 (Employee Funded) no change in rates

Long-term Disability - 3 year rate guarantee

Base Plan (Employer Funded) no change in rates

Buy Up 1 (Employee Funded) Approximately 49% increase

Buy Up 2 (Employee Funded) Approximately 49% increase

Employee cost is +\$4,085 per month

The incorrect rate on the Buy-Up 66 2/3% rate sheet sample calculations, .20 was used and it should be .30 (this changes Standards sample calcs, this is correct in our analysis)

Overall: Employer change in cost +\$3,160 or +\$37,920 annually
Employee change in cost -\$5,426 or -\$65,112 annually

The Standard current Basic Life plan has an Experience Rated Refunding with a claims fluctuation Reserve (ERR/CFR). As part of our negotiated proposal, Standard will offer ERR/CFR on combined / cross refunding for all products.

Helbling Benefits Consulting

Life and Disability Experience Analysis & RFP Cost Summary

Standard Insurance Sample Calculations for all levels of coverage

Active Basic Life - 1x Annual Salary

Non-Tobacco User

Volume \$114,157,000 x .175 divided by 1,000 = \$19,977.48 monthly

Tobacco User

Volume \$8,531,750 x .23 divided by 1,000 = \$1,962.30 monthly

Active Basic Life - Flat \$50,000 Benefit

Non-Tobacco User

Volume \$104,960,000 x .15 divided by 1,000 = \$15,744 monthly

Tobacco User

Volume \$10,100,000 x .20 divided by 1,000 = \$2,020 monthly

Retiree Basic Life

Volume \$7,375,000 x 3.08 divided by 1,000 = \$22,715 monthly

Optional Employee Life

Age 45-49 - Non-Tobacco User

Employee Benefit Election \$36,000 x .15 divided by 1,000 = \$5.40 monthly

Age 45-49 - Tobacco User

Employee Benefit Election \$36,000 x .24 divided by 1,000 = \$8.64 monthly

Optional Spouse Life

Age 45-49 - Non-Tobacco User

Spouse Benefit Election \$30,000 x .15 divided by 1,000 = \$4.50 monthly

Age 45-49 - Tobacco User

Spouse Benefit Election \$30,000 x .24 divided by 1,000 = \$7.20 monthly

Optional Dependent Child Life

\$10,000 Benefit (Per Member Per Month Rate) - \$0.60 monthly

Optional AD&D

Employee Only

\$46,000 Benefit (1x salary) x .03 divided by 1,000 = \$1.38 monthly

Employee and Family

\$46,000 Benefit (1x salary) x .045 divided by 1,000 = \$2.07 monthly

Short-term Disability

Basic 50% Plan

Volume \$937,351 x .082 divided by 10 = \$7,686.28 monthly

Buy-Up 60% Plan

Volume \$220,670 x .046 divided by 10 = \$1,015.08 monthly

Buy-Up 66 2/3% Plan

Volume \$354,817 x .071 divided by 10 = \$2,519.20 monthly

Long-term Disability

Basic 50% Plan

Monthly Salary \$7,796,991 x .20 divided by 100 = \$15,593.98 monthly

Buy-Up 60% Plan

Monthly Salary \$2,068,958 x .155 divided by 100 = \$3,206.88 monthly

Buy-Up 66 2/3% Plan

Monthly Salary \$3,050,496 x .30 divided by 100 = \$9,151.49 monthly



Health Plan Management • Employee Benefits • Consulting

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The Hartford Insurance Cost Proposal Summary

Life & AD&D - 3 year rate guarantee

Basic Life (Employer Funding)

Actives 32.6% savings (or - \$7,889.44 per month) (\$94,673.28 savings annually)

Retirees 0% increase - no change in rate

Note: savings is based a snap shot of volume provided in the RFP. Same volume was used throughout analysis for the sake of consistency.

Overall, savings to the University is \$94,673.28 annually when Active and Retiree premiums are combined, based on current volume.

Supplemental Life - no change in rates

Spouse Life - no change in rates

Dependant Life - no change in rates

Stand Alone AD&D (VAD&D) - No change in rates.

Short-term Disability - rate guarantee until 1/1/14

Base Plan (Employer Funded) no change in rates

Buy Up 1 (Employee Funded) no change in rates

Buy Up 2 (Employee Funded) no change in rates

Long-term Disability - rate guarantee until 1/1/14

Base Plan (Employer Funded) no change in rates

Buy Up 1 (Employee Funded) no change in rates

Buy Up 2 (Employee Funded) no change in rates

Overall: Employer change in cost -\$94,673.28 savings annually
Employee change in cost - no change in cost

The Hartford currently does not have a refund arrangement with the University for the Disability and is not proposing one at this time. We would want to see if it makes sense to implement a combined ERR/CFR arrangement if Hartford were to have the Life and Disability.

Helbling Benefits Consulting

Life and Disability Experience Analysis & RFP Cost Summary

The Hartford Sample Calculations for all levels of coverage

Active Basic Life - 1x Annual Salary

Non-Tobacco User

Volume \$114,157,000 x .205 divided by 1,000 = \$23,402.19 monthly

Tobacco User

Volume \$8,531,750 x .205 divided by 1,000 = \$1,749.01 monthly

Active Basic Life - Flat \$50,000 Benefit

Non-Tobacco User

Volume \$104,960,000 x .19 divided by 1,000 = \$19,942.40 monthly

Tobacco User

Volume \$10,100,000 x .19 divided by 1,000 = \$1,919.00 monthly

Retiree Basic Life

Volume \$7,375,000 x .99 divided by 1,000 = \$7,301.25 monthly

Optional Employee Life

Age 45-49 - Non-Tobacco User

Employee Benefit Election \$36,000 x .24 divided by 1,000 = \$8.64 monthly

Age 45-49 - Tobacco User

Employee Benefit Election \$36,000 x .39 divided by 1,000 = \$14.04 monthly

Optional Spouse Life

Age 45-49 - Non-Tobacco User

Spouse Benefit Election \$30,000 x .24 divided by 1,000 = \$7.20 monthly

Age 45-49 - Tobacco User

Spouse Benefit Election \$30,000 x .39 divided by 1,000 = \$11.70 monthly

Optional Dependent Child Life

\$10,000 Benefit (Per Member Per Month Rate) - \$1.00 monthly

Optional AD&D

Employee Only

\$46,000 Benefit (1x salary) x .03 divided by 1,000 = \$1.38 monthly

Employee and Family

\$46,000 Benefit (1x salary) x .045 divided by 1,000 = \$2.07 monthly

Short-term Disability

Basic 50% Plan

Volume \$937,351 x .089 divided by 10 = \$8,342.42 monthly

Buy-Up 60% Plan

Volume \$220,670 x .046 divided by 10 = \$1,015.08 monthly

Buy-Up 66 2/3% Plan

Volume \$354,817 x .071 divided by 10 = \$2,519.20 monthly

Long-term Disability

Basic 50% Plan

Monthly Salary \$7,796,991 x .20 divided by 100 = \$15,593.98 monthly

Buy-Up 60% Plan

Monthly Salary \$2,068,958 x .105 divided by 100 = \$2,172.41 monthly

Buy-Up 66 2/3% Plan

Monthly Salary \$3,050,496 x .20 divided by 100 = \$6,100.99 monthly



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 4

DATE (MM/DD/YYYY)

06/17/2010

PRODUCER Marsh U.S. Consumer
a service of Seabury & Smith, Inc.
P.O. Box 9234
Des Moines, IA 50306

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 Greg Helbling Employee Benefits Consulting, Inc. (See Endorsement)
Suite 201
250 Northwest Boulevard
Coeur d'Alene, ID 83814

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	St Paul Guardian Ins Co	24775
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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.

NSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea OCCURRENCE) \$ MED EXP (Any One Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		PROFESSIONAL LIABILITY INSURANCE RETRO DATE: Full Prior Acts	561JB1681	06/22/2010	06/22/2011	DEDUCTIBLE: PER CLAIM \$10,000 LIMITS: PER CLAIM \$1,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

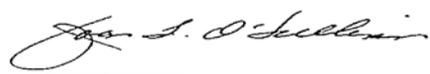
CERTIFICATE HOLDER

CANCELLATION

Greg Helbling Employee Benefits Consulting, Inc. (See Endorsement)
Suite 201
250 Northwest Boulevard
Coeur d'Alene, ID 83814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL N/A 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



Helbling Benefits Consulting

References with Similar Services

Reference #1

Organization Name: Kootenai Health
Address: 2003 Kootenai Health Way, Coeur d'Alene, ID
Effective Date of contract: 1/1/2000
Contract and Title: Life, Vol. Life, Dep. Life, AD&D, LTD, STD
Contact: Danny Klocko, VP Human Resource
Phone Number: (208) 666-2050
Number of enrolled employees: 2,200

Reference #2

Organization Name: Coeur d'Alene School District #271
Address: 311 N. 10th Street, Coeur d'Alene, ID 83814
Effective Date of Contract: 1/1/1998
Contract and Title: Life, Vol. Life, Dep. Life, AD&D
Contact: Kelly Ostrom, HR Director
Phone Number: (208) 664-8241
Number of enrolled Employees: 1,250

Reference #3

Organization Name: Lewiston School District
Address: 3317 12th Street, Lewiston, ID 83501
Effective Date of Contract: 1/1/2008
Contract and Title: Life, Vol. Life, Dep. Life, AD&D, LTD, STD
Contact: Dr. Joy Rapp, Superintendent
Phone Number: (208) 748-3000
Number of enrolled Employees: 650

Retiree Note:

Helbling Benefits Consulting manages 1000+ retiree life insurance contracts for our eight Idaho school district clients. Dedicated account managers answer retiree questions, coordinate claim filings and beneficiary updates with carriers, and facilitate benefit meetings for retirees.

Experience Note: Helbling Benefits Consulting manages approximately 21,000 members on Life, Vol. Life, Dep. Life, AD&D, LTD, and STD



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Section A – Response
Sheet

Response Sheet

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 11-46J

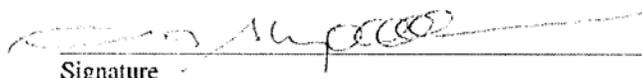
PROPOSAL RESPONSE CERTIFICATION

6-1-12
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 2 have been received and were examined as part of the RFP document.

G. Sky O'Callahan

Name



Signature

AVP Customer Support

Title

Standard Insurance Company

Company

920 SW 6th Ave

Street Address

Portland, Oregon 97204

City, State, Zip

971.321.6827

Telephone Number and Fax Number

Cell Phone Number

socallah@standard.com

E-mail Address

Oregon

State of Incorporation

93-0242990

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 B – Background
and History

Background and History



Company Background

StanCorp Financial Group is a publicly traded company and became so in 1999. StanCorp Financial Group, Inc., through its subsidiaries marketed as The Standard — Standard Insurance Company, The Standard Life Insurance Company of New York, Standard Retirement Services, StanCorp Mortgage Investors, StanCorp Investment Advisers, StanCorp Equities, StanCorp Real Estate, and StanCorp Trust Company — has helped people achieve financial security so they can confidently pursue their dreams.

As a company, The Standard employs approximately 2,950 people nationwide. We have more than 30 years of experience servicing group contracts of more than 2,000 eligible employees. Some additional facts and statistics that may aid the University of Idaho in understanding the nature of our company are listed below:

- Headquartered in Portland, Oregon
- Chartered in 1906 as Oregon Life Insurance Company
- Mutualized in 1929
- Name changed to Standard Insurance Company in 1946
- Demutualized in 1999
- Standard Insurance Company has been providing insurance services since 1906.
- Licensed in 49 states, the District of Columbia and the United States Territories of Guam and the Virgin Islands
- Offices:
 - 39 - Employee Benefits Sales and Service offices
 - 3 - Individual Disability Insurance Regional offices
- Primary products:
 - Group disability insurance
 - Individual disability insurance
 - Group life insurance
 - Group dental insurance
 - Group vision insurance
 - Group accidental death and dismemberment insurance
 - Retirement plans
 - Annuities
 - Absence Management Services
- Number of group insurance policies in force: approximately 24,800
- Number of group employees covered: approximately 6.2 million
- Number of individual insurance policies in force: approximately 169,300



History of The Standard

Standard Insurance Company was founded in 1906 as Oregon Life Insurance Company, the first life insurance company in the Pacific Northwest. In 1929, we converted to a mutual company: Oregon Mutual Life Insurance Company. In 1931, the company began promoting its bond portfolio of non-callable, high-interest, long-term bonds that would continue to pay returns of 4 percent to 5 percent through the worst years of the Great Depression, providing rare financial security for investors.

As the company expanded, we gained recognition for our customer-centric approach to conducting business, as well as for product quality and financial strength. In 1946, the company's name changed to Standard Insurance Company to help facilitate growth into other states. In 1951, Standard Insurance Company wrote its first group life insurance policy, which is still in force today — a testament to our commitment to building lasting customer relationships.

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial security, so they can confidently pursue their dreams. We have earned a national reputation for quality products and superior service by always striving to do what is right for our customers.

Our Financial Strength



For an insurance and asset management company, there is nothing more important than financial strength. Our customers and shareholders alike must be confident that we will be there regardless of the current economic environment. We take this responsibility very seriously and back it up with our disciplined business practices, sound investment strategies and unique industry expertise.

While various other financial institutions have struggled with their business mix and capital levels, at The Standard, we have maintained our focus on providing excellent customer service while still seeking attractive business opportunities. By approaching our commitments with a long-term perspective, we are able to invest for our customers and build value for our shareholders.

Our balance sheet is the cornerstone of our financial strength and has provided us with a foundation for profitability through a wide range of economic cycles.

Bond Portfolio

Our bond portfolio is strong. Our strategy is to maintain a diversified portfolio of high-quality, fixed-maturity securities to keep us well-protected should any industries experience difficulties.

- Average portfolio rating of "A" as measured by Standard & Poor's
- No direct exposure to sub-prime or alt-A mortgages

Commercial Mortgage Loan Portfolio

Our commercial mortgage loans have consistently provided a superior balance of risk and return. We offer small commercial mortgage loans to borrowers who want a fixed rate over time, and we rigorously underwrite every commercial mortgage loan we make. The quality of our commercial mortgage loans is excellent, and our delinquency rates are very low.

- \$4.98 billion portfolio (on more than 6,190 loans)
- Average loan size: \$0.8 million
- Low average loan-to-value ratio (less than 70 percent)

The Standard Stands The Test Of Time

In the July 2011 issue of *Best's Review*, Standard Insurance Company was recognized for maintaining an "A" rating or higher from A.M. Best Company since 1928. The Standard was honored to be among one of only 11 life/health insurers to consistently achieve an "A" rating or higher for more than 75 years. Given the rapidly evolving markets, changing customer needs and challenging economic times, this is a significant accomplishment. We are proud of this longstanding track record of financial strength.

continued on reverse



Greg Ness
Chairman, President and CEO

Standard Insurance Company Financial Strength Ratings

A+ (Strong) by Standard & Poor's
5th of 20 rankings

A2 (Good) by Moody's
6th of 21 rankings

A (Excellent) by A.M. Best*
3rd of 13 rankings

As of April 2012

* Rating includes The Standard Life
Insurance Company of New York

StanCorp Financial Group Long Term Senior Debt Ratings

Standard & Poor's: BBB+

Moody's: Baa2

A.M. Best: bbb+

As of April 2012

www.standard.com

Our Financial Strength
13983b (5/12)

Corporate Profile

StanCorp Financial Group, Inc., through its subsidiaries marketed as The Standard — Standard Insurance Company, The Standard Life Insurance Company of New York, Standard Retirement Services, StanCorp Mortgage Investors, StanCorp Investment Advisers, StanCorp Real Estate and StanCorp Equities — is a leading provider of financial products and services. StanCorp's subsidiaries offer group and individual disability insurance, group life and accidental death and dismemberment insurance, group dental and group vision insurance, absence management services, retirement plans products and services, individual annuities and investment advice. For more information about StanCorp Financial Group, Inc., visit its investor website at www.stancorpfinaancial.com.



Balance Sheet As Of March 31, 2012

Assets	\$ 19.10 billion
Fixed Maturity Securities	56.6% of invested assets
A or Higher	68.0%
BBB/Baa	26.4%
BB/Ba	4.2%
B or Lower	1.4%
Commercial Mortgage Loans	41.1% of invested assets
60-Day Delinquencies	0.33%
Real Estate And Other Invested Assets	2.3% of invested assets
Portfolio Yields	
Fixed Maturity Securities	5.00%
Commercial Mortgage Loans	6.30%

2011 Segment Data (Dollars In Millions)

Revenues	
Insurance Services	\$ 2,498.9
Asset Management	390.6
Other	<u>(14.8)</u>
Total	\$ 2,874.7
Income Before Income Taxes	
Insurance Services	\$ 201.2
Asset Management	61.3
Other	<u>(71.0)</u>
Total	\$ 191.5

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of White Plains, New York. Product features and availability vary by state and company, and are solely the responsibility of each subsidiary. Except where indicated, data represents consolidated results for StanCorp Financial Group, a separate entity which is not responsible for the financial condition or obligations of the insurance subsidiaries.



References



References

ACTIVE:

Auburn University

Karla McCormick
Executive Director
Tel: 334.844.4183
KSM0010@auburn.edu
212 Ingram Hall
Auburn, AL 36849
Effective Date: 10/1/2009
Covered Lives: 5,200
Coverage: Life, Dep. Life, AD&D, LTD

Indiana University

Susan Brewer
Director, Health Care and Welfare Services
Tel: 812.855.8381
subrewer@indiana.edu
400 E 7th Street, Poplars Bldg, Rm E165
Bloomington, IN 47405
Effective Date: 1/1/2004
Lives: 9,450
Coverage: Life, Dep. Life, AD&D, LTD

University of Toledo

Denise Shordt
Manager of Benefits
Tel: 419.530.1442
denise.shordt@utoledo.edu
Mail Stop 205
2801 W Bancroft Street
Toledo, OH 43606
Effective Date: 1/1/2008
Lives: 4,900
Coverage: Life, Dep. Life, AD&D, LTD

TERMINATED:

Asante Health System

Glenda Burns
Director of Total Rewards
Tel: 541.789.4419
gburns1@asante.org
2635 Siskiyou Boulevard
Medford, OR 97504
Effective Date: 5/1/1996
Term Date: 4/1/2012
Covered Lives: 3,400
Coverage: Life, Dep. Life, AD&D, LTD
Term Reason: Rates / Moved to Trust

The University of North Dakota

Pat Hanson
Director of Payroll
Tel: 701.777.4228
pathanson@mail.und.edu
264 Centennial Drive, Stop 7127
Grand Forks, ND 58202
Effective Date: 1/1/2008
Term Date: 1/1/2012
Lives: 3,000
Coverage: Life, Dep. Life, AD&D
Term Reason: Renewal / Financial

University of Minnesota

Kathy Donohue
Disability Programs Coordinator
Tel: 612.626.0094
donoh007@umn.edu
319 15th Avenue SE
Minneapolis, MN 55455
Effective Date: 12/1/2006
Term Date: 1/1/2012
Lives: 4,600 – STD
12,600 – LTD
Coverage: STD, LTD
Term Reason: Lower Rates



Section D – Experience
and Support

Experience and Support



Account
Service & Administration

Our Service Commitment To You

Integrity

Our customers know that we mean what we say. We conduct business according to the highest ethical standards. Integrity is the foundation of everything we do and every interaction we have with customers, coworkers and the public. We keep our promises and we follow through. We make sure that the questions are answered and problems are solved. Customers consistently receive the type of service from us that instills trust and forms the basis of enduring relationships.

Doing things differently

We anticipate customer needs and are never satisfied with "good enough." Customers can expect to be satisfied, even delighted. From the quickly returned phone call or hand-delivered check to the innovative services for disabled employees and sophisticated online services for retirement plan clients, The Standard version of doing things is decidedly different.



Expertise

The value of our products lies in the expertise behind them. The Standard is recognized throughout the insurance industry for excellence in critical areas such as: actuarial science, underwriting, claims processing, investment management and many others. In all areas of the company, people with years of training and decades of experience are devoted to exceeding the needs of our customers. We never forget that customers are people. We treat all of our customers with the respect, understanding and empathy they deserve. We do our best to ensure that the Internet, voicemail and other technologies enhance personal communication, not obstruct it. Our claims specialists and service

teams develop customer relationships that go beyond the business basics, and in many cases, last for years.

Personalized, Experienced Account Management

The Standard understands that dedicated and experienced resources that provide innovative solutions, superior service, and a firm commitment to your satisfaction best serve University of Idaho. What this means to you is less time and money spent on the administration of your employee's insurance benefits.

Our team approach is designed to be simple and accessible for you. Local Account Manager Diana Davenport, located in our Spokane Sales and Service Office will serve as University of Idaho's dedicated local Account Manager.

As your advocate, Diana is responsible for managing your account and exceeding expectations. Whether it is consulting with staff on policy matters or analyzing claims experience, Diana has a proven track record providing timely, knowledgeable responses to her clients.



In addition, she will collaborate with Ryan Woodland, National Accounts Consultant, in servicing University of Idaho. Ryan is the home office advocate directing the overall account management. Together, Ryan and Diana facilitate interactions between your account and all the functional areas within The Standard.

At the Standard, risk decisions and benefit decisions are made independently and appropriately based on contractual obligations. No one individual has the authority to make



Account
Service & Administration

commitments on behalf of, or to supersede decisions made in these respective areas. We guarantee that decisions, and communication thereof, will be made in a timely and efficient manner consistent with your expectations.

National Account Support

Trusting The Standard with your large group

Standard Insurance Company understands that as a large employer, you have distinct employee benefits needs. These are best served by dedicated, experienced resources you can trust to provide innovative solutions, superior service and a firm commitment to your satisfaction. To meet the requirements of groups with more than 2,500 employees, we proudly present our National Accounts teams.

Currently, more than 400 large case accounts trust The Standard to provide quality insurance products and services. They represent over 3.5 million insured employees and over \$650 million in annual premium. Our relationships with these clients average 10 years. We attribute these lasting associations to the flexibility, experience and dedication of our National Accounts teams.

Blending expertise, accessibility and teamwork

Our National Accounts teams support underwriting, policy issue, premium and claims administration for large groups. As crossfunctional groups of employee benefits experts, they work together in an environment that facilitates cooperation and collaboration. Each team member receives specialized training in large case management and recognizes the importance of serving our major clients. By physically locating these specialists together, we improve our communications, response times and understanding of your needs. From initial proposal through case renewal, you will experience an uncompromising level of quality service from our National Accounts team members.

Crafting “outside the box” solutions

Your group may require a unique plan design, with custom-drafted contract provisions, flexible policy language or alternative funding arrangements. Crafting responsive solutions to meet these needs requires a mastery of the underwriting and contract drafting processes. With an average of more than ten years of

experience, our National Accounts underwriters and contract analysts have the expertise and tools to respond to your requirements.

Providing a single point of contact

When you have a question about your group coverage, you want one person to contact for the answer. We assign a National Accounts consultant to your group to act as that single point of contact and as your advocate. You can count on this individual to provide timely, knowledgeable responses and to represent your interests throughout your ongoing relationship with The Standard.

Assuring smooth transitions

We want our new relationship with your group to get off to a good start. As a first step, we dedicate an implementation expert to manage every aspect of this crucial period. This individual works with other National Accounts team members to create custom enrollment materials, deliver contracts and certificates, clarify claims processes and verify your reporting and billing requirements. From beginning to end, every implementation detail gets the attention it requires.

Treating your employees with respect

You expect your employees to receive fair and respectful treatment, especially during difficult times in their lives. We developed our claims management processes with this underlying philosophy. Our objectives are to make the claims experience as easy as possible and to pay benefits to entitled individuals in a timely, accurate and sensitive manner. Providing financial support, however, is just the start. Your employees and their loved ones may need emotional support and practical guidance following a death or disabling incident. Our benefits resources can make a difference in these times of need.

Serving policyowners across the nation

No matter where you are located, The Standard has the answer with National Accounts resources on both the East and West Coasts. Serving you from across the nation, these teams operate in partnership with our 42 Sales and Service Offices and a network of 20,000 brokers and consultants.



Guaranteeing our performance

We are confident of our ability to deliver on our promise to meet or exceed your expectations. In fact, we guarantee it. In the event we do not meet your overall expectations, we will refund a portion of your premium. The Standard offers this unconditional performance guarantee to demonstrate our commitment to your satisfaction.

Providing Insurance to Public Employers

Standard Insurance Company has over 55 years of experience meeting the needs of public employer groups. Our first group policy, written in 1951 and still in force today, stands as a testament to our commitment to building long-term relationships. Since then, we've been leading the way in public group insurance protection.

Asking the Right Questions

At The Standard, we recognize that public employers have unique requirements for their employee benefits plans. To develop appropriate solutions, we ask the right questions about all the factors involved in understanding these needs:

- contractual provisions
- administrative requirements
- reporting needs
- integration with other benefits and programs
- union representation
- employee classification
- funding requirements
- budget concerns

We ask these and many more questions to assure that the coverage we provide meets or exceeds the expectations of each policyholder.

Offering the Right Products

Group Life Insurance

Group Life insurance from The Standard offers public employers the opportunity to help protect employees and their families from financial hardship in the event of death. Group Life may be combined with Accidental Death and Dismemberment (AD&D) and/or Dependents Life insurance to help provide additional financial security for employees.

Group Long Term Disability Insurance

Long Term Disability (LTD) coverage helps to protect employees from the loss of income and lifestyle associated with an extended disabling illness or injury. Our dedicated teams of claims management professionals assure superior service to policyholders and eligible employees.

Group Short Term Disability Insurance

Short Term Disability (STD) insurance is designed to replace a portion of an employee's weekly income in a time of need. Our STD coverage offers an attractive option for public employers who want to supplement a sick leave or statutory disability benefits program.



Group Dental Insurance

The Standard offers public employers a variety of dental plan design choices. These include flexible indemnity, incentive, Participating Provider Organization (PPO) and Voluntary plans.

Group Vision Insurance

The Standard offers three vision plans to help employers find the right mix of costs versus benefits. All three plans provide benefits for groups with as few as 10 enrolled employees.

Group Statutory Disability Benefits Insurance



Account
Service & Administration



Account
Service & Administration

In California and New Jersey, public employers that want to consolidate disability coverage with one carrier may choose a Statutory Disability Benefits plan to round out their STD and LTD coverages. Designed to comply with each state's specific laws, Statutory Disability Benefits plans help provide financial support to public employees with non-occupational sicknesses and accidental injuries

Additional Services and Options

- Alternate funding arrangements including refunding, retrospective premium, minimum premium, termination premium agreement and self-funded benefit plan administrative services agreement
- Contributory and non-contributory plan options to meet the needs of employers and employees
- Coordinated disability claims management for groups with multiple coverages with The Standard
- Dedicated National Accounts team assigned to groups with 2,500 or more employees
- Online plan administration tools for round-the-clock access to resources
- Financial performance guarantee program for groups with 1,000 or more employees

Public employers can count on The Standard to put over a half-century of public group experience to work for them.

* Provided in partnership with a third-party vendor.

Sales and Service Team Relationships

Building lasting business relationships requires commitment. The sales and service representatives at Standard Insurance Company provide the personal attention, service and expertise that demonstrates our commitment to a lasting relationship with each customer.

Our sales reps work to find a solution for each employer's employee benefits needs, drawing upon their training and expertise in:

- Plan design
- Funding alternatives
- Claims trend and experience evaluation

- Billing and administration
- Enrollment of employees into the plan
- Underwriting guidelines and plan options
- Developing strategies for transition to The Standard

The job of the sales representative does not end when an employer decides to place business with The Standard. In fact, that is only where it begins. The rep is committed to working with underwriting and claims professionals and others to make sure that we meet our goal to provide quality products at an affordable cost, as well as outstanding customer service.

Providing Ongoing Support

In addition, a service representative is assigned to each account to provide regular contact and address questions and concerns related to the plan or the services we provide.

Assisting with Plan Changes

When a plan is renewed, the sales representative works with the employer and underwriter to assist with any necessary changes to the plan, administration or funding arrangements. We also go over claims trends and experience, and will answer any questions regarding the plan or its administration.

The Standard helps manage an employee benefits plan every step of the way with our highly committed sales and service team.





AdminEASESM

AdminEASESM online plan administration tools allow you to conveniently manage your Standard Insurance Company employee benefit plans. You can add coverage for new employees, change coverage amounts, file and monitor claims, view payment details and more. Everything you need to manage your plan is online, secure and available anytime.

Fast, Easy, Secure, Online Save Time, Work Smarter

Managing employee benefit plans can be time-consuming — regardless of your company size. AdminEASESM plan administration tools reduce paperwork, filing and storing stacks of insurance forms. Now you don't have to worry about losing sensitive information or waiting for the mail. You'll have plan administration at your fingertips with secure, easy-to-use online tools.

Convenient and simple, AdminEASESM plan administration tools let you

- Change coverage amounts, calculate premiums
- Add employees, update profiles
- View recent billing and payment details
- Initiate and monitor claims
- Track medical history application status
- Download forms and certificates

Online Plan Administration Tools Streamline benefit plan management

Billing Administration

View 24 months of billing and payment history and access current premium details and information by billing division. Easily update member data online.

Reports Online

Benefit managers have ready access to disability claim status, payment and experience data. Quickly confirm when benefits have been issued.

Employer Claim Submission

The most reliable and secure way to initiate the disability claims process. Complete and submit employer claim forms electronically and distribute claim forms to employees via e-mail or the intranet.

Contract Documents

Fast, easy and secure access to group policies, certificates, amendments and notices. Simply print, e-mail or post group certificates to the intranet.

Forms

Web access to the group insurance forms you need — anytime. Fill out and print online forms.

Evidence Reporting

Keep up-to-date on the status of employee insurance applications online. It's the most convenient and secure way to monitor applications that require medical underwriting.

E-Services Administration

Allows benefit managers to control who can access AdminEASESM services.

Group Insurance Plan Administration Guide

A complete how-to guide for administering your plan online.

Industry References

A centrally located reference library that delivers timely information about insurance issues that matter to employers and benefit managers.

The Standard delivers technology that saves time and simplifies employee benefits plan management.

Go to <http://adminease.standard.com> and start making your life easier.

Online Enrollment Tool

Enrollment and Administration Made Easy

Conducting enrollments and administering benefit plans can be a burden for many employers. Standard Insurance Company offers a solution: a secure, flexible, web-based tool that streamlines the enrollment process.

To make the process as easy as possible, The Standard handles the initial setup and creates a tailored enrollment process for each employee based on individual eligibility. Employers can use the tool's robust billing and reporting options to get the information they need in real time.



Account
Service & Administration

Convenient, efficient enrollment administration

The streamlined enrollment tool allows employers to:

- Manage annual and new hire enrollments as well as ongoing changes due to life-change events
- Access and download detailed information for billing and payroll deductions
- Run real-time reports to track open enrollment progress, updates to employee coverage and premium, medical evidence decisions and more
- View current and historical eligibility and enrollment information

Personalized employee enrollment experience

The system guides employees through the online enrollment process, allowing them to:

- Enroll, make life-change updates and manage beneficiaries
- View only the benefit plan options available to them
- Use comparison tools to help make informed decisions
- Complete evidence of insurability electronically
- Call a multilingual call center during enrollment periods

Electronic Evidence of Insurability

Save Time: Provide Medical History Statements Online

Standard Insurance Company's Medical History Statement Web form is designed to make employee submission of medical evidence as easy as possible. The online application presents a series of questions about demographics, employment and medical history, then automatically transfers the answers to a Medical History Statement. Users may view, print or save a copy for their records using the free Adobe® Reader®.

Employees can save themselves from possible delays due to returned paper forms by submitting online with the Medical History Statement Web form. The online application guides the employee through the process by gathering the necessary information and populating the form prior to submission. This ensures that the information submitted is

complete, allowing The Standard to begin the underwriting process immediately.



The Web form is secure, confidential, fast and efficient. Employees who submit their Medical History Statement via the web get faster decisions — sometimes by as much as a week.

The Advantages Are Clear:

- Employees can submit forms immediately, increasing speed and accuracy
- Employers save time, conserve resources and control costs when the process is automated rather than paper-bound
- Employers can easily access information about the status of medical evidence applications through AdminEASESM

Trust Your Data To The Standard

Our Medical History Statement Web form is protected by encryption technology to ensure confidentiality. Only those who process the application have access to the information, further ensuring privacy and security.

Evidence Reporting Tool

Securely monitor insurance applications online

Keep up-to-date on the status of employee insurance applications with the online Evidence Reporting feature. Available to all of Standard Insurance Company's group disability and life insurance customers through AdminEASESM plan administration tools, the Evidence Reporting feature is a convenient way to monitor applications that require medical underwriting.



Evidence Reporting details coverage amounts for approved employees and allows employers to view the status of applications to determine whether they have been approved, declined or are still pending. Employers get an on-demand summary of applications that were submitted during the last six months and can download these reports to a spreadsheet.

Features and Benefits

- Enables Benefit Managers to view each applicant's name and application date to verify receipt by The Standard
- Supports tracking the status of applications to determine whether they have been approved, declined or are still pending
- Allows Benefit Managers to monitor approved coverage amounts
- Permits downloading of information about applications to a spreadsheet for future reference

Access the AdminEASESM plan administration tools demonstration at adminease.standard.com.

Online Employer Claim Submission

Speeding the claims submission process for employers

The online Employer Claim Submission service, available exclusively through Standard Insurance Company's AdminEASESM plan administration tools, is a reliable and secure way to initiate the disability claims process. Online Employer Claim Submission helps employers reduce potential mailing delays and enables The Standard to initiate employee claims quickly.

It has never been easier to submit employer claims statements to The Standard. Employers answer 10 simple questions, then e-mail their employee a link to the forms required to complete the claim submission process. Claim forms can also be printed and given to an employee to fax directly to The Standard.

Features and Benefits

- Reduces postal delays, helping to speed the time it takes to initiate a claim
- Increases claim accuracy

- Alerts employers immediately if there are any problems that prevent a successful claim submission
- Reduces the amount of manual entry required by automatically filling in all of a company's address, administrative contact and tax information in the application

Access the AdminEASESM plan administration tools demonstration at adminease.standard.com.

Group Life Reports Offer Convenience to Employers

Financial reporting is a key component of Standard Insurance Company's comprehensive claims services. Automatically included with Group Life insurance, The Standard provides the following two reports on a regular basis and upon request:

- Experience Reports show the current policy year and all years' experience and are produced annually. These reports illustrate premiums, paid claims and claim reserves. For experience rated groups, retention is also shown.
- Claim Experience Reports list the individual claims that were active and closed during the time period requested. The information includes benefits paid, as well as beginning and ending reserves.



Web-based Reporting

Reports OnlineSM claims management reports provide a secure, private and convenient method to track and manage sensitive Life claims information. Employers can quickly check claim status, confirm when benefit payments have been issued and get quarterly diagnosis summary reports for Life claims.



Reports Online is a feature of AdminEASESM, the Web-based, time-saving plan administration tool that helps you manage your employee benefit plans from The Standard. For a demonstration, contact your local sales and service office or sign up at <http://adminease.standard.com>.

The Standard can provide sample reports upon request.

Disability Insurance

Financial Reports Offer Convenience to Employers

Financial reporting is a key component of Standard Insurance Company's comprehensive claims management services. Automatically included with group Long Term Disability (LTD) and Short Term Disability (STD) insurance from The Standard, our financial reports give employers the convenience to:

- Validate tax information and ensure compliance with federal and state tax requirements
- Prepare year-end wage and tax statements
- Track payment activity by individual claim and location

Daily FICA Tax Activity Reports are generated whenever an employee claim has any type of Social Security or Medicare tax activity – either withholding or adjustment. These reports detail the amount of Social Security and Medicare taxes withheld. Information can be reported by employer location or affiliate with different taxpayer identification numbers, if requested.

Experience Reports show the current policy year and all years' experience and are produced at time of renewal, year end and upon request. These reports illustrate premiums, paid claims, claim reserves and retention.

Claim Experience Reports list the individual claims that were active and closed during the time period requested. The information includes benefits paid, as well as beginning and ending reserves.

Group Benefits Activity Reports are generated after the end of each month when

there is some type of claim activity. These reports provide a summary of benefit payments made during the month, Social Security and Medicare taxes withheld and any other deductions withheld during the month. Information can be reported in aggregate, by employer location or by affiliate.

Disability Income Reports show yearly totals for benefit payments and tax withholding for each employee who received STD and/or LTD benefits during the previous calendar year. These reports include all information for the year-end W-2 Wage and Tax Statements and identify eligible employees who will receive a W-2 from The Standard.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Ore. in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of White Plains, N.Y. Investment services are offered through StanCorp Investment Advisers of Portland, Ore. Product features and availability vary by state and company and are solely the responsibility of each subsidiary.

The products and coverages have exclusions, limitations, reductions of benefits and terms under which they may be continued in force or terminated. Please contact The Standard for additional information, including costs and complete details of coverage.



Standard Secure Access

Providing Beneficiaries Ready Access To Their Life Insurance Benefits

Standard Insurance Company understands how difficult it can be to cope with the death of a loved one. To support you in your time of need, The Standard provides a checking account* for Group Life insurance benefits, the Standard Secure Access (SSA) account.

Approved life insurance benefits are made available in a personalized, interest-bearing checking account. These benefits can be accessed by check,* up to the full balance of the account. Checks can be written in amounts of \$250 or more.

The SSA account reduces issues with banks that may be reluctant to honor large paper checks, which means no delays waiting for the check to clear before money can be withdrawn.

Flexibility And Immediate Access

The Standard will issue a check directly to the funeral home if you complete a funeral assignment. The remaining balance will be deposited into your SSA account. A checkbook is mailed within 48 hours of claim approval. You will receive it by U.S. Mail.

Convenient Checkbook Account

The SSA account* is a convenient way to secure life insurance benefits. There are no monthly service fees, no per-check charges, no charges for additional checks and no penalties for withdrawal. Funds begin earning interest the day they are deposited, with interest compounded daily and added to the account on the last day of the month. The interest rate for your SSA account will be based on the 13-week Treasury Bill (T-Bill) auction rate but not to exceed 5 percent. For complete interest information, including a description of how this interest rate may differ from the yield The Standard earns on amounts held until withdrawn by you, please refer to the terms and conditions of your Confirmation Certificate and the Standard Secure Access account booklet. You will receive a monthly statement that shows the account balance, check transactions and interest earned, as well as the current effective yield.

Security You Can Trust

Your funds in the Standard Secure Access account are fully guaranteed by The Standard, a life insurance company dedicated to financial stability since 1906.

Just A Phone Call Away

Our toll-free access line at 800.343.2551 is available 24 hours a day for your questions regarding account balance, current interest rate and information on checks most recently written. If you have additional questions or need assistance, customer service representatives are available Monday through Friday, 7:30 a.m. to 6 p.m. Central time.

* These checks are drafts which will be cleared through The Northern Trust Company.



Accelerated Benefit Provision

Help when you need it most

No one plans to have a terminal illness. However, Standard Insurance Company has a plan to help in case you do. Our Accelerated Benefit Provision is designed to help ease the financial concerns that often come with this type of diagnosis.

The Accelerated Benefit allows you to receive an early payout of a portion of your Group Life insurance benefit if you are diagnosed with a terminal illness and meet eligibility requirements. As an advance payment, the Accelerated Benefit provides you with a financial resource to use as you desire – whether to cover medical expenses or to maintain your quality of life.¹

You may receive up to 75 percent of your Group Life insurance benefit, but not more than \$500,000. The minimum benefit available is 10 percent of your Group Life insurance benefit or \$5,000, whichever is greater.



To qualify for the Accelerated Benefit, you must provide satisfactory proof of a qualifying medical condition that is reasonably expected to result in death within 12 months.² After the payment of the Accelerated Benefit, the remaining Group Life insurance benefit is subject to an interest charge. However, even if interest charges on the accelerated amount exhaust the remaining benefit over time, The Standard will pay a minimum of 10 percent of the Group Life insurance benefit to the beneficiary.³ Additional qualifications and restrictions may apply.



The Standard hopes that you're never faced with a terminal illness. But if the situation does arise, you and your family can look to the Accelerated Benefit from The Standard to help provide financial assistance when you need it most.

¹Receipt of the Accelerated Benefit may be taxable and may affect eligibility for public assistance programs.

² In the state of Washington, life expectancy is 24 months for qualifying medical conditions.

³If you assign your rights under the Group Life insurance policy, the 10 percent minimum benefit will not apply.

Family Benefits Package

Keeping Dreams Alive

The plans for a child's higher education shouldn't end with the death of a parent. Employers can help keep those and other dreams alive with the Family Benefits Package from Standard Insurance Company.

This comprehensive package of family-oriented Accidental Death and Dismemberment (AD&D) benefits includes:

- Higher Education Benefit that pays for qualifying tuition expenses incurred by an employee's eligible children
- Career Adjustment Benefit that pays for qualifying tuition expenses incurred by an employee's spouse for training aimed at obtaining employment or increasing earnings
- Child Care Benefit that pays for qualifying child care costs incurred by an employee's spouse in order to work or obtain training aimed at securing employment or increasing earnings

The Family Benefits Package extends financial assistance to eligible family members in the event of an employee's accidental death for which AD&D insurance benefits are payable. All benefits are subject to maximum amounts and policy limitations.

The Standard provides the Family Benefits Package at no additional premium to employers with Group Life and AD&D insurance. It offers them a caring and practical way to show support for their employees, while providing opportunities to surviving family members as they adjust to a new life.

* The Family Benefits Package is not available in all states.

MEDEX[®] Travel Assist For National Accounts

A Worldwide Assistance Service

As a large employer you have many employees who travel often, for both business and pleasure. Standard Insurance Company now makes available a worldwide travel assistance service through an arrangement with MEDEX[®] Assistance Corporation. This service is included as an automatic



enhancement with your Group Life insurance. MEDEX® Travel Assist allows access to appropriate medical care and other emergency services whenever eligible plan participants travel 100 miles from home or internationally for trips of up to 180 days. A single phone call helps employees and their families with emergencies that may arise while traveling, including a wide range of medical, legal and travel-related issues. MEDEX Travel Assist can also help you with nonemergencies, such as trip planning. Employees can travel more securely, with advice and assistance available 24 hours a day, every day of the year.

Key Services Of MEDEX Travel Assist

- **Pre-trip Assistance** including passport, visa, weather and currency exchange information, health hazards advice and inoculation requirements
- **Medical Assistance Services** including locating medical care providers and interpreter services
- **Travel Assistance Services** including emergency ticket, credit card and passport replacement assistance, funds transfer assistance and missing baggage assistance
- **Legal Assistance Services** including locating a local attorney, consular officer or bail bond services
- **Emergency Transportation Services** including arranging and paying for emergency evacuation to the nearest adequate medical facility and medically-necessary repatriation of remains¹
- **Personal Security Services** including evacuation and logistical arrangements in the event of political unrest, social instability, weather conditions, health or environmental hazards

MEDEX Travel Assist provides security 24 hours a day, every day.² For more information, contact your insurance advisor or call the Employee Benefits Sales and Service Office for your area today at 800.633.8575.

¹ Emergency Transportation Services arranged and provided by MEDEX are covered up to a Combined Single Limit of \$1,000,000. Related medical services, medical supplies and a medical escort are covered where applicable and necessary.

² Please consult the Emergency Medical Assistance Service Employee Certificate for complete terms, conditions and limitations.

MEDEX Travel Assist is provided through an arrangement with MEDEX Assistance Corporation, which is not affiliated with The Standard. MEDEX Travel Assist is not an insurance product.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

Expanded AD&D Package

Recognizing that a life altering accident can happen to anyone at any time, Standard Insurance Company offers an Expanded Accidental Death and Dismemberment (AD&D) Package. This group of benefits allows employers to help shelter employees and their families from a wider variety of accidental losses.

The Expanded AD&D Package pays a specified percentage of the AD&D insurance benefit for the following:

- Loss as a result of an act of physical violence against the employee while actively at work¹
- Loss of life as a result of an accident while riding as a fare-paying passenger on public transportation
- Presumed loss of life if the eligible employee disappears and the disappearance is caused solely and directly by an accident that could have reasonably resulted in death²
- Loss of a hand or foot, even if the severed part is surgically reattached
- Actual and permanent severance from the body of the thumb and index finger on the same hand at or above the metacarpophalangeal joints³
- Loss of audible speech or loss of hearing in both ears that is uncorrectable and irrecoverable
- Quadriplegia, hemiplegia or paraplegia that is permanent, complete and irreversible
- Any AD&D loss caused by accidental exposure to adverse weather conditions



Life insurance benefit to transport remains when:

- An insured employee dies and a Group Life insurance benefit is payable;
- The death of the employee occurs more than 200 miles from the employee's primary place of residence; and
- Expenses are incurred to transport the remains to a mortuary near the employee's primary place of residence.

Offering the Repatriation Benefit with our Group Life insurance is one more way that The Standard demonstrates our commitment to providing superior coverage to each and every policyholder.

¹ The Repatriation Benefit is not available in Maryland.

Group Life insurance is underwritten by Standard Insurance Company under GP190-LIFE, GP190-LIFE/S399, GP8990LIFE/300

Few people are prepared for the sudden financial loss resulting from an accidental death or for the potentially higher cost of living associated with deafness or paralysis. With the Expanded AD&D Package from The Standard, employers can help provide their employees with additional financial protection.

¹ Occupational assault must be evidenced by a police report and punishable by law.

² The disappearance must occur independently of all other causes and continue for a period of 365 days after the date of the accident despite reasonable search efforts.

³ This is not covered if an AD&D benefit is payable for the loss of the entire hand.

Repatriation Benefit

Standard Insurance Company's Repatriation Benefit provides coverage for unexpected hardship during employee travel, both for business and leisure. If an insured employee's death occurs while traveling more than 200 miles from the employee's residence, The Standard helps cover the expenses incurred when transporting the remains back home.¹

A Valuable Benefit at No Additional Premium

The Standard automatically includes the Repatriation Benefit with all Group Life insurance policies, not just when accidental death and dismemberment insurance is purchased. The Standard will reimburse the lesser of \$5,000 or 10 percent of the Group

Group Life Insurance

Help Protect Loved Ones From Financial Hardship



Standard Insurance Company
Group Life Insurance



Your Proposed Group Life Insurance Plan

Standard Insurance Company appreciates the opportunity to provide you with a proposal for Group Life insurance. This booklet and the Employee Benefits Proposal together outline the basic features of your proposed insurance plan. These documents are not a contract.

Establishing Group Life insurance coverage with The Standard requires your completed, signed application for group insurance and our acceptance of it. When we approve your application, we will issue you a group policy containing our customary language. It will not duplicate the language of any existing policies you may have.

Your group policy with The Standard will contain provisions and defined terms not described in this booklet or your Employee Benefits Proposal. If any discrepancies exist between the group policy, the Employee Benefits Proposal and this booklet, your group policy will control.

Your group policy will become effective on the date determined by The Standard, which will be clearly stated on your policy. We will also supply you with certificates of insurance, describing the coverage in detail, for you to deliver to your insured employees.

The proposed premium rate and plan design for your Group Life coverage, Voluntary Life, Additional Life, Accidental Death and Dismemberment (AD&D), Supplemental Life and Dependents Life coverage, if selected, are based on the underwriting data we received from you. We will determine final premium rates and plan provisions based on:

- State law
- Policyholder contributions
- Confirmation of occupations
- The composition of the group of employees you wish to insure
- Our current underwriting rules and practices

The proposal will expire on the date shown in your Employee Benefits Proposal.

Thank you for considering The Standard for your Group Life insurance needs. Should you have questions or need additional information, consult the Employee Benefits Proposal or contact your insurance advisor or the Employee Benefits Sales and Service Office for your area.

Group Life Insurance

The Foundation Of An Employee Benefits Program

As the foundation of an employee benefits program, Group Life insurance from The Standard offers you the opportunity to help protect your employees and their families from financial hardship in the event of death. It includes competitive features, a variety of plan designs and family-friendly provisions. Benefit schedules may be based on uniform amounts, multiples of salary or employee classifications.

To help provide additional financial security, you may combine group Life insurance with Accidental Death and Dismemberment (AD&D), Supplemental Life and Dependents Life insurance. The Standard also offers contributory plans, Voluntary Life and Additional Life, as cost-effective alternatives to meet the needs of both employers and employees.

Group Life Insurance Features

Accelerated Benefit

No one plans to have a terminal illness. However, in the event that an employee experiences the unexpected, the Accelerated Benefit from The Standard can help ease financial concerns in the face of adversity.

The Standard typically includes the Accelerated Benefit with all group Life insurance policies that contain a Waiver of Premium provision. With this benefit, eligible employees suffering from terminal illnesses may receive an early payout of a portion of their Life insurance benefit.

Employees may receive up to 75 percent of their Life insurance benefit, but not more than \$500,000, in a one-time lump sum payment. The minimum Accelerated Benefit amount is \$5,000 or 10 percent of an insured employee's Life insurance benefit, whichever is greater.

To qualify for the Accelerated Benefit, an eligible employee must qualify for Waiver of Premium and provide satisfactory proof of a qualifying medical condition that is reasonably expected to result in death within 12 months. If Waiver of Premium terminates at a given age, application for the Accelerated Benefit must be made at least 24 months before reaching that age.



After the payment of the Accelerated Benefit, the remaining Life insurance benefits are subject to interest charges. A minimum of 10 percent of the Life insurance coverage will be paid to the beneficiary even if interest charges on the accelerated amount would have exhausted the remaining benefits over time. If insured employees assign their rights under the Group Life insurance policy, the 10 percent minimum benefit will not apply.

Eligible employees may use the money to help maintain their quality of life during an emotionally and financially difficult situation. An Accelerated Benefit may be taxable, however, and its receipt may affect eligibility for public assistance programs.

Waiver Of Premium

With the Waiver of Premium benefit, eligible employees may be able to continue their Life, Additional Life, Supplemental Life and any Dependents Life insurance without payment of premium if they become totally disabled. The amount of insurance continued under the Waiver of Premium provision corresponds to the Life, Additional Life, Supplemental Life and Dependents Life insurance schedules, including reductions.

Typically, to qualify for Waiver of Premium, an insured employee must become totally disabled before age 60 and must remain totally disabled for at least 180 consecutive days. Insurance coverage continues without premium payment as long as the eligible employee remains totally disabled and meets applicable age requirements. Satisfactory proof of total disability must be periodically submitted to The Standard. AD&D coverage, if any, may not be continued under this provision.

Portability Of Insurance

Portability of Insurance provides a convenient group Life insurance option for eligible employees when their employment terminates. Depending upon state requirements, your plan may include one of the following provisions:¹

Provision To Buy Portability Life Insurance (True Portability Option)²

Where available, this Portability of Insurance provision is automatically included at no additional cost in all new group Life insurance plans offered by The Standard, including those with AD&D, Dependents Life, or Dependents AD&D insurance. This provision offers eligible employees the option to purchase up to the amount of group Life insurance coverage in force under the group policy, subject to minimum and maximum amounts, without submitting evidence of insurability. If approved, portable insurance amounts will remain in force as long as premiums are paid, regardless of whether the group Life insurance plan with The Standard terminates. The portable coverage will not terminate due to age, but it is subject to age reductions. Any AD&D coverage purchased with portable group Life insurance will terminate at age 65.

To be eligible for this coverage, on the date employment terminates, employees must:³

- Be under age 65
- Have been continuously insured under the group policy or the prior plan for at least 12 consecutive months
- Be able to perform with reasonable continuity the material duties of at least one gainful occupation for which they are reasonably fitted by education, training and experience

Provision To Continue Coverage (24-month Portability Option)⁴

Where available, the Portability of Insurance provision allows eligible employees to apply to continue qualifying amounts of group Life insurance, subject to minimum and maximum amounts, without submitting evidence of insurability. The coverage that may be continued must have been in effect for at least 12 consecutive months on the date employment terminates. If approved, coverage may be continued for a maximum of 24 months, provided premiums are paid.

To be eligible for this coverage, on the date employment terminates, employees must:

- Have been continuously insured under the group policy or the prior plan for at least 12 consecutive months
- Not be terminating employment due to retirement
- Be able to perform with reasonable continuity the material duties of at least one gainful occupation for which they are reasonably fitted by education, training and experience

AD&D insurance and coverage continued under Waiver of Premium may not be continued under this provision.

Coverage under this provision terminates if the former employee becomes insured under another group life insurance plan, your group Life insurance plan with The Standard terminates or the former employee fails to pay premiums, whichever occurs first.

¹ Please consult your Employee Benefits Sales and Service representative regarding the available Portability of Insurance provision. Portability of Insurance is not available in all states.

² Not available in Maine, Michigan, Minnesota, South Dakota, Vermont and Washington.

³ These eligibility requirements do not apply in Massachusetts.

⁴ Available only in Maine, Michigan, Minnesota, South Dakota, Vermont and Washington.

Conversion To Individual Life Insurance

The Right to Convert provision is another life insurance option for eligible employees if their group Life insurance ends or is reduced for any reason other than failure to pay premiums. Under this provision, eligible employees have the right to convert their group Life insurance, including any Additional Life, Supplemental Life and Dependents Life insurance, to certain types of individual life insurance policies without having to provide evidence of insurability. The employee must apply for conversion and pay the required premium within 31 days after group coverage ends or reduces. AD&D coverage may not be converted under this provision.

If group Life insurance discontinues or reduces because of termination or an amendment of the group policy, eligible employees may convert the insurance that has been in effect for at least five years.⁵ The maximum amount which may be converted is the lesser of:

- The amount of group Life insurance which ended, minus other group Life insurance for which the employee is eligible, and
- The maximum conversion amount allowed by law as shown in the group policy.

Repatriation Benefit

The Standard typically includes the Repatriation Benefit with every group Life insurance policy. This provides an additional benefit to help pay for expenses associated with transportation of the body of an eligible deceased employee. If the place of death is more than 200 miles away from the employee's primary place of residence, The Standard will help pay to return the body to a mortuary near the home of the deceased. The Standard will reimburse actual expenses up to \$5,000 or 10 percent of the Life insurance benefit, whichever is less.

MEDEX[®] Travel Assist

MEDEX Travel Assist gives employees an additional sense of security when they are traveling more than 100 miles from home or internationally for trips of up to 180 days. Automatically offered with all group Life insurance policies, MEDEX Travel Assist helps employees respond to medical care situations and other emergencies while traveling.⁶

⁵ May vary by state.

⁶ Provided through an agreement with MEDEX[®] Assistance Corporation, which is not affiliated with The Standard. MEDEX Travel Assist is not an insurance product.



The full range of 24-hour medical, legal and travel assistance services available to insured employees include:⁷

- Pre-trip assistance including passport, visa, weather and currency exchange information, health hazards advice and inoculation requirements
- Medical assistance services including locating medical care providers and interpreter services
- Travel assistance services including emergency ticket, credit card and passport replacement, funds transfer assistance and missing baggage assistance
- Legal services including locating a local attorney, consular officer or bail bond services
- Emergency transportation services including emergency evacuation to the nearest adequate medical facility and medically-necessary repatriation
- Personal security services including evacuation and logistical arrangements in the event of political unrest, social instability, weather conditions, health or environmental hazards

⁷ Consult the employer certificate for complete terms, conditions and limitations.



Voluntary Life And Additional Life Insurance

Providing a competitive employee benefits package to attract and retain quality employees can be a challenging proposition for any employer. Double-digit increases in health-care costs make this even more difficult, reducing a group's ability to exclusively provide and pay for a comprehensive benefits program.

Voluntary Life and Additional Life insurance from The Standard make it easier for employers to offer the insurance coverage that employees want at competitive group rates. With premiums typically paid by employees through payroll deduction, a Voluntary Life or Additional Life insurance plan provides employees with the opportunity to purchase insurance coverage to fit their personal needs while minimizing the impact on the employer's bottom line.

With Voluntary Life coverage, the employer sponsors the plan and may choose to have it partially or fully paid by employees. It allows employees to select and apply for an amount of group life insurance to help provide financial protection in the event of death.

With Additional Life coverage, the employer provides a basic amount of group Life insurance to employees. The employer also sponsors the Additional Life plan that allows employees to apply and pay for an increased amount of group Life insurance beyond the basic group Life coverage.

Voluntary Life And Additional Life Product Highlights

The Voluntary Life and Additional Life plans typically contain the same provisions and features as The Standard's group Life insurance. These include Accelerated Benefit, Waiver of Premium, Portability of Insurance, Right to Convert, Repatriation Benefit, Standard Secure Access and MEDEX Travel Assist. In addition, employers may include AD&D, Dependents Life and Dependents AD&D coverage with Voluntary Life or Additional Life plans.

Exclusions, limitations and reductions apply to Voluntary Life and Additional Life coverage.

Standard Secure Access

Life insurance proceeds for approved claims of \$25,000 or more are deposited into an interest-bearing checking account. The Standard Secure Access account is opened upon approval of a claim and immediately begins earning interest. The beneficiary receives a checkbook, from which drafts may be written for any purpose in amounts of \$250 or more. There are no service or maintenance fees or charges. Detailed monthly statements are provided to the beneficiary. Professional assistance and information is available through a toll-free customer service number.

Group Life Insurance Exclusion

This plan may include an exclusion for death resulting from suicide or other intentionally self-inflicted injury while sane or insane.⁶ If applicable, the amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

Group Life Insurance Reductions

Typically, insurance benefits are reduced to a percentage of the original amount based upon attainment of specified ages.

⁶ For New Jersey residents, "insane" is not applicable.

Accidental Death And Dismemberment Insurance

Accidents can happen in many ways and at any time. Employers can help to financially protect their employees in the event of an unplanned loss of life, limb or sight with AD&D insurance from The Standard. With AD&D coverage, eligible employees and their beneficiaries may receive an additional amount in the event of accidental death or dismemberment, helping to restore financial balance when the unexpected happens.

AD&D coverage is available for covered dependents. If Dependents AD&D is selected, it would have the same amounts payable schedule (see chart below), Seat Belt and Air Bag Benefits and the same portability options as the member's current AD&D coverage.

Amounts Payable

The amount of the AD&D insurance benefit payable for a covered loss is a percentage of the AD&D insurance benefit in effect on the date of the accident, as shown below:

Life	100%
One hand or one foot	50%
Sight in one eye	50%
Two or more of the losses listed above	100%

At no time will more than 100 percent of the available AD&D insurance benefit be paid for all losses resulting from one accident.

With respect to a hand or foot, loss means the actual and permanent severance of the hand or foot from the body at or above the wrist or ankle joint. With respect to sight, loss means the entire, uncorrectable and irrecoverable loss of sight. The loss must be certified by a physician in the appropriate specialty as determined by The Standard.

Seat Belt Benefit

The Standard typically includes a Seat Belt Benefit with its AD&D coverage. If an insured employee dies as a result of an automobile accident while properly wearing and using a seat belt system, The Standard will pay a Seat Belt Benefit equal to the amount of the AD&D insurance benefit payable for the loss of life, up to a maximum of \$10,000.

Air Bag Benefit

To provide further protection to eligible employees who die as a result of an automobile accident for which a Seat Belt Benefit is payable, The Standard includes an Air Bag Benefit with its AD&D coverage. The Standard will pay an Air Bag Benefit equal to the amount of the AD&D insurance benefit payable for the loss of life, up to a maximum of \$5,000, if the following requirements are met at the time of the accident:

- The automobile is equipped with an air bag system installed as original equipment by the automobile manufacturer and the air bag system has received regularly scheduled maintenance or replacement as recommended by the manufacturer
- The air bag system deploys, as evidenced by a police accident report
- The insured individual was seated in the driver's or passenger's seat intended to be protected by the air bag system

Line Of Duty Benefit

The Line of Duty Benefit allows public safety officers to receive an additional benefit of \$50,000 or 100 percent of the AD&D insurance benefit otherwise payable for the loss, whichever is less, if they suffer a loss as the result of a line of duty accident for which AD&D insurance benefits are payable.

A line of duty accident means an accident that occurs while an insured public safety officer is taking any action authorized or required by rule, regulation, law or condition of employment as a public safety officer. This includes action taken in the course of controlling or reducing crime, criminal law enforcement or fire suppression, including such action taken in response to an emergency while off-duty. For eligible firefighters and police, line of duty includes social, ceremonial or athletic functions to which the insured employees are assigned and for which they are paid as public safety officers by their employer.

Public safety officers include police officers, firefighters, corrections officers, judicial officers and officially recognized or designated volunteer firefighters.



Family Benefits Package

The Standard typically offers the Family Benefits Package of additional, family-oriented AD&D insurance benefits for no additional premium with all group Life insurance policies that include AD&D coverage. The Family Benefits Package extends financial assistance to an insured employee's family members in the event of the employee's accidental death for which an AD&D insurance benefit is payable.

Higher Education Benefit

The plans for a child's higher education should not end with the death of a parent. The Higher Education Benefit helps to keep those dreams alive. To be eligible for this benefit, the surviving child must register and attend an institution of higher education on a full-time basis within 12 months after the insured employee's death. The benefit is paid annually for a maximum of four consecutive years beginning on the date of death. The benefit amount is the qualifying tuition expenses incurred per child within four years after the date of death, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25 percent of the AD&D insurance benefit, whichever is less.

Career Adjustment Benefit

A surviving spouse may need to make a career adjustment as a result of the insured employee's death. When this requires additional training, the Career Adjustment Benefit helps to make the transition easier. To be eligible for this benefit, within 36 months after the date of the employee's death, the surviving spouse must register and attend a professional or trade training program aimed at obtaining employment or increasing earnings. The benefit amount is the qualifying tuition expenses for training incurred by the surviving spouse within 36 months after the date of death, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25 percent of the AD&D insurance benefit, whichever is less.

Child Care Benefit

In order to work or obtain training, a surviving spouse may require the assistance of a caregiver to watch over young children. The Child Care Benefit is designed to help cover the cost of providing care for children under age 13. The amount of the benefit is the qualifying expenses incurred by the surviving spouse within 36 months after the date of the insured employee's death, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25 percent of the AD&D insurance benefit, whichever is less.

Expanded AD&D Package

Few people are prepared for the sudden financial loss brought about by an accidental death. Even fewer are ready for the potentially higher cost of living associated with an accident that might result in paralysis or deafness. The Expanded AD&D package from The Standard provides employers with the option to help protect employees and their families with an extra layer of security against these unexpected events.

The Expanded AD&D Package includes an Occupational Assault Benefit, Public Transportation Benefit and additional definitions of loss.

If Dependents AD&D is selected, then the Expanded AD&D Package would apply to the dependents covered under AD&D as well. The only feature not available with Expanded AD&D for dependents is the Occupational Assault benefit.

Occupational Assault Benefit

The Occupational Assault Benefit provides an additional benefit if a member suffers a covered loss while actively at work and the loss is the result of an act of physical violence against the member that is punishable by law and evidenced by a police report. The amount of the benefit is \$25,000 or 50 percent of the AD&D insurance benefit that is paid, whichever is less.

Public Transportation Benefit

The Public Transportation Benefit is paid when an eligible employee dies as a result of an accident while riding as a fare-paying passenger on public transportation. The amount of the benefit is \$200,000 or 100 percent of the AD&D insurance benefit, whichever is less.

Additional Definitions Of Loss

The Expanded AD&D Package includes coverage for a wider variety of accidental losses and conditions. The amount payable for these covered losses is equal to a

percentage of the AD&D coverage in effect on the date of the accident, as shown below:

Life	100%
If the insured employee disappears and the disappearance is caused solely and directly by an accident that could have reasonably resulted in death ⁹	
Life	100%
By accidental exposure to adverse weather conditions	
Hand or foot	50%
Even if the severed part is surgically reattached	
Audible speech	50%
Hearing in both ears	50%
Thumb and index finger of the same hand ¹⁰	25%
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	50%

At no time will more than 100 percent of the available AD&D insurance benefit be paid for all losses resulting from one accident. Loss of speech or hearing means the entire, uncorrectable and irrecoverable loss of audible speech or hearing in both ears. Loss of thumb and index finger means the actual and permanent severance from the body of the thumb and index finger on the same hand at or above the metacarpophalangeal joints. Quadriplegia¹¹ means the permanent, complete and irreversible total paralysis of both upper and lower limbs. Hemiplegia¹¹ means the permanent, complete and irreversible total paralysis of the upper and lower limb on the same side of the body. Paraplegia¹¹ means the permanent, complete and irreversible total paralysis of both lower limbs.

AD&D Limitations

All losses must occur solely and directly by an accident and independently of all other causes, within 365 days after the accident. Loss of life must be evidenced by a certified copy of the death certificate. Losses other than life must be certified by a physician in the appropriate specialty.

⁹ The disappearance must occur independently of all other causes and continue for a period of 365 days after the date of the accident despite reasonable search efforts.

¹⁰ This benefit is not payable if an AD&D insurance benefit is payable for the loss of the entire hand.

¹¹ No benefit will be paid for loss of hand or foot if an AD&D benefit is payable for Quadriplegia, Hemiplegia, or Paraplegia involving the same hand or foot.

AD&D Exclusions

AD&D insurance benefits are not payable for death or dismemberment caused or contributed to by:

- War or act of war
- Suicide or any other intentionally self-inflicted injury, while sane or insane¹²
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot
- The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above

Reductions In AD&D Insurance

Typically, insurance benefits are reduced to a percentage of the original amount based upon attainment of specified ages.

Supplemental Life Insurance

The need for Life insurance often extends beyond basic coverage. Unfortunately, most people do not have enough coverage to adequately protect their families. The Standard's optional Supplemental Life insurance presents employees with the opportunity to purchase additional group Life insurance for themselves and their spouses. This additional coverage helps to enhance the financial security of employees and their families by providing them with flexible coverage amounts at competitive group rates.

Eligibility

Employees are eligible for Supplemental Life insurance if insured for group Life insurance. Spouses are eligible for Supplemental Life insurance if the employee is insured for Supplemental Life insurance. Employees can apply for Supplemental Life insurance by submitting a signed enrollment form and an evidence of insurability form for themselves and their spouses. Supplemental Life insurance is effective for employees and spouses on the date evidence of insurability is approved. Employees must also meet the active work requirement on that date. Any increase in the amount of Supplemental Life insurance is subject to the same evidence of insurability and active work requirements.

¹² For Missouri and New Jersey residents, "insane" is not applicable.

Supplemental Life Amounts Available

Supplemental Life insurance is available in amounts of \$30,000 to \$300,000 in increments of \$10,000, subject to limits imposed by many states on the amounts available for spouses. The application materials presented to employees will include the premium rates for each \$10,000 increment of Supplemental Life insurance

Supplemental Life Exclusion

Supplemental Life insurance benefits will not be payable for a death which is caused or contributed to by suicide or any intentionally self-inflicted injuries, while sane or insane,¹³ unless the coverage has been continuously in effect for more than two years.¹⁴ This exclusion also applies to any increase in Supplemental Life insurance unless the amount of the increase has been continuously in effect for two years.

Reductions In Supplemental Life Insurance

At age 70, the amount of Supplemental Life insurance begins to reduce on an age-graded basis.

Dependents Life Insurance

The Standard offers Dependents Life insurance in combination with group Life insurance to provide additional financial security for employees and their families. If Dependents Life insurance is selected, an insured employee may purchase group Life insurance to cover a spouse or child.

Children, adopted children and stepchildren living in an eligible employee's home are considered dependents through age 20 or age 24 if registered as students and attending an accredited educational institution on a full-time basis.

Dependents Life insurance may be continued after age 20 for a child who is disabled. Married children or dependents who are full-time members of the armed forces of any country are not eligible for coverage.

Insured employees are eligible to insure their dependents on the later of the date their group Life insurance becomes effective or the date they first acquire a dependent.

¹³ For New Jersey residents, "insane" is not applicable.

¹⁴ For Missouri, Colorado, and North Dakota residents, the Life suicide exclusion is limited to one year and the amount payable will be excluded if it has not been continuously in effect for one year.

Dependents Life Exclusion

This plan may include an exclusion for death resulting from suicide or other intentionally self-inflicted injury, while sane or insane.¹³ The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.¹⁴

Reductions In Dependents Life Insurance

Typically, Dependents Life insurance benefits are reduced to a percentage of the original amount based upon attainment of specified ages.

Commonly Asked Questions

Who Is Eligible For Coverage?

Coverage is available to all active employees who are regularly working at least 30 hours each week and meet the required eligibility waiting period as shown in the Employee Benefits Proposal. Temporary and seasonal employees and full-time members of the armed forces of any country are not eligible for coverage.

What Is The Active Work Requirement?

Active work means performing the material duties of the employee's occupation at the employer's usual place of business. Employees who do not meet the active work requirement due to sickness, injury or pregnancy on the day before the scheduled effective date of insurance (including Dependents Life insurance) will not become insured until the day after the employee completes one full day of active work as an eligible member.

What Is The Effective Date Of This Plan?

The effective date of coverage for an eligible employee or dependent depends upon the eligibility waiting period and whether the individual is required to provide evidence of insurability. Additionally, in every situation eligible employees must meet the active work requirement before the insurance becomes effective.

While Dependents Life insurance is in effect, each new dependent becomes insured immediately.

If an employee or dependent is not required to provide evidence of insurability, the effective date of coverage depends upon whether the coverage is contributory or noncontributory.

For noncontributory plans, coverage is effective on the date the employee or the employee's dependent becomes eligible.

For contributory plans, employees must apply in writing for coverage and agree to pay premiums. Coverage is effective on the later of:

- The date the employee becomes eligible if applying on or before that date
- The date the employee applies for coverage if within 31 days after becoming eligible

If an employee or dependent is required to provide evidence of insurability, the coverage generally becomes effective on the date The Standard approves the evidence of insurability.

When Does Coverage End?

Group Life insurance automatically ends on the earliest of the following:

- The date the last period ends for which a premium payment was received if the coverage is contributory
- The date the group policy terminates
- The date employment terminates
- The date the employee fails to meet the definition of a member; however, group Life insurance may be continued during certain periods

If AD&D coverage is selected, it automatically ends on the earliest of the following:

- The date the employee's group Life insurance ends
- The date Waiver of Premium begins
- The date the AD&D insurance terminates under the group policy
- The date the last period ends for which a premium payment was received if the coverage is contributory
- For dependents, the date Dependents Life insurance ends

If Supplemental Life coverage is selected, it automatically ends on the earliest of the following:

- The date the employee's group Life insurance ends
- The date the group policy terminates, unless the employee qualifies for Waiver of Premium

- The date the last period ends for which a premium payment was received if the coverage is contributory
- For a spouse, the date of divorce or legal separation, death of the employee, or the date the spouse becomes a full-time member of the armed forces of any country

If Dependents Life coverage is selected, it automatically ends on the earliest of the following:

- Five months after the death of the insured employee (no premiums will be charged for the Dependents Life coverage during these five months)
- The date the employee's group Life insurance ends
- The date the Dependents Life insurance terminates under the group policy
- The date the last period ends for which a premium payment was received if the coverage is contributory
- For a spouse, the date of divorce
- For a dependent, the date the individual ceases to be a dependent
- For a child that is disabled, 90 days after The Standard requests proof of disability, if proof is not given

What Level Of Employee Participation Is Required?

For noncontributory plans, 100 percent of the eligible employees must participate. If a plan is contributory (partially or fully funded by employees), a minimum number of eligible employees must participate, as specified in the Employee Benefits Proposal.

When Does The Group Policy Terminate?

You may terminate the group policy by providing The Standard with written notice. It will automatically terminate if a premium payment is not received by the end of the grace period shown in the group policy. The Standard may terminate the group policy on any premium due date if the number of persons insured is less than the minimum participation requirements as defined by the group policy. The Standard may also terminate the group policy if we determine that the policyholder has failed to promptly furnish any necessary requested information or to perform any other obligations relating to the group policy.



Founded in Portland, Oregon in 1906, The Standard is a nationally recognized provider of group Disability, Life, Dental and Vision insurance. We provide insurance to nearly 26,000 groups covering more than 8.7 million employees nationwide.* Our first group policy, written in 1951 and still in force today, stands as a testament to our commitment to building long-term relationships.

We always strive to do what's right – for our policyholders and their employees. This dedication has resulted in a national reputation for quality products, superior service and industry expertise.

To learn more about group Life insurance from The Standard, contact your insurance advisor or call the Employee Benefits Sales and Service Office for your area at 800.633.8575 or visit us at www.standard.com.

* As of June 30, 2010, based on internal data developed by Standard Insurance Company.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

GP190-LIFE/S399, GP899-LIFE, GP190-LIFE/A997/S399,
GP399-LIFE/TRUST

Group Life Insurance
SI 6958 (10/10) PR/ER



Disability Benefits and Services

Vocational Intervention

Return-to-work efforts have the best chance of success when started as early as possible after disability begins. At Standard Insurance Company, early vocational intervention services include our nurse case manager's three-point contact process and a vocational case manager's recommendation of redesign of a work place or job duty.

Our initial goal, when appropriate, is to successfully return the employee to work with the policyholder, preferably at the employee's predisability occupation. When this is not possible, the employee may be encouraged and provided assistance to find alternative employment. Our benefits analyst works with a nurse case manager and vocational case manager to ensure that the disability duration is closely monitored and an effective return-to-work plan is initiated when medically advised.



Vocational Experts

Our on-staff vocational case managers are skilled in the fields of disability, rehabilitation and retraining and hold national certifications, such as Certified Rehabilitation Counselor, Certified Case Manager and Certified Professional Disability Manager. They put their experience to work by identifying and helping the disabled employee remove barriers to

returning to productive employment. This may be as simple as an encouraging phone call or as complex as job modification or retraining.

Vocational Resources

Our vocational case managers are carefully screened and trained in the methods we use to assist disabled employees in returning to work. They maintain a network of vocational professionals to act as local resources for disabled employees, and coordinate with these resources on each referred case to provide quality service and results.

Partnerships

Partnerships with employers are essential for successful return-to-work outcomes. We work with the policyholder, the employee and the care providers toward a common goal to return the employee to work. Our resources help facilitate that partnership while aiming to minimize the impact of disability on both the employee and employer.

Our caring team of professionals is dedicated to getting disabled employees back to work in the best environment possible. And the return-to-work assistance we provide employees can translate into reduced claim reserves and savings in benefits costs to employers.

Return to Work Incentive

Rewards Employees with Increased Earnings

Most disabled employees have one thing in common: a strong desire to return to work. Standard Insurance Company encourages disabled employees to return to the work force when medically able with the Return To Work Incentive. Included in all group Long Term Disability (LTD) policies, this provision creates a clear financial incentive for disabled employees to work part-time in their own occupation or full-time or part-time in another occupation. With this incentive, The Standard deducts only a portion of the earnings from work performed while disabled. During the first 12 (or optional 24) months of work, The Standard deducts only that portion of work earnings which, when added to the employee's maximum LTD benefit, exceeds 100 percent of indexed predisability earnings. After that period, only 50 percent of work earnings are deducted.



How the Return to Work Incentive Works

During the first 12 months that disabled employees return to work, monthly LTD benefits are reduced by the amount of work earnings which, when added to their maximum LTD benefit amounts, exceed 100 percent of their indexed predisability earnings. After that, 50 percent of work earnings are deducted. For example, an employee becomes disabled but is able to return to work on a part-time basis, earning \$2,500.

Prior to becoming disabled, the employee earned \$5,000 a month. The employee's maximum LTD benefit is \$3,000. The calculation below shows the LTD benefit amount this employee would receive with the Return to Work Incentive.

	No Return to Work	Returns to Work first 12 months	Continues to Work after 12 months
Maximum LTD benefit	\$ 3,000	\$ 3,000	\$ 3,000
Less work earnings as deductible income	- 0	- 500*	- 1,250**
Net LTD benefit	\$ 3,000	\$ 2,500	\$ 1,750
Plus actual work earnings	+ 0	+ 2,500	+ 2,500
Total income from all sources	\$ 3,000	\$ 5,000	\$ 4,250
Percent of income replaced	60%	100%	85%

* \$ 3,000 maximum LTD benefit
 + 2,500 work earnings
 \$ 5,500 total
 - 5,000 indexed predisability earnings
 \$ 500 deductible income

** \$ 2,500 work earnings
 x 50%
 \$1,250 deductible income

Reasonable Accommodation Benefit

Among Most Generous In Industry

Central to Standard Insurance Company's claims philosophy is a commitment to help disabled employees return to a productive life whenever they are able. To assist employers in facilitating a return to work for their disabled employees, The Standard automatically includes a Reasonable Accommodation Expense Benefit in all our Long Term Disability policies.

Subject to The Standard's prior approval, this benefit allows us to pay for up to \$25,000 of an employer's expenses toward work site modifications that result in a disabled employee's return to work. The Standard's Reasonable Accommodation Expense Benefit is among the most generous in the industry, providing greater flexibility to serve disabled employees.

The Reasonable Accommodation Expense Benefit is one more way that The Standard helps employers regain their valued employees, while helping the employees return to a productive and rewarding lifestyle.



Workplace Possibilities ProgramSM Executive Summary

The Standard is changing the way employers prevent and manage disability with our Workplace Possibilities programSM— a unique, proactive approach to helping keep employees at work and productive.

By identifying opportunities to keep employees who may be at risk of disability on the job and get those who go out on disability back to work quicker, the Workplace Possibilities program helps employers realize rapid results.

Our Workplace Possibilities program features an on-site Workplace Possibilities Consultant who works with the employer as a member of their HR team.

Workplace Possibilities is proactive and holistic, focusing our efforts on key objectives:

- Removing barriers to employee productivity.
- Reducing claim durations.
- Lowering client costs.
- Further opening lines of communication between all parties.
- Identifying return-to-work candidates at the earliest possible point.
- Strengthening the relationship between The Standard and the employer, which will lead to a better sharing of resources and more cost-effective return to work.
- Identifying preventative measures (stay at work) employers and employees can take to reduce the number of disability claims employees file.

The Standard's on-site Consultant takes a comprehensive view of your workplace, assisting the employer in identifying potential ergonomic risks and making modifications that remove barriers to productivity.

The Workplace Possibilities Consultant works collaboratively with your HR team, but The Standard's Reasonable Accommodation Expense Provision of the disability contract hires, trains, manages and pays for this person. The Workplace Possibilities Consultant is also remotely linked to our program's tracking system. The employer will be responsible for providing the Consultant with a work station and internet access. Obviously, a close working relationship between the Workplace Possibilities

Consultant and all parties is essential, and to ensure this, our onsite Consultant will request input from the employer on a regular basis. Referrals to the onsite Consultant can come from both The Standard and from the employer. In addition to the on-site Workplace Possibilities Consultant at the employer's location, The Standard's Workplace Possibilities Team includes a dedicated Vocational Case Manager, Nurse Case Manager and Benefits Analyst.

Proper training is essential to the success of the program, and The Standard will assist an employer in developing and presenting webinars about the Workplace Possibilities program to train HR staff, workers' compensation, supervisory, managerial and other relevant staff members. The Standard will tailor the training to the level of detail each staff member needs. The Standard and the employer will plan and coordinate the initial and on-going communication and training strategies. Our proven, formalized process enables rapid implementation of the Workplace Possibilities Program, in as little as 30 days.

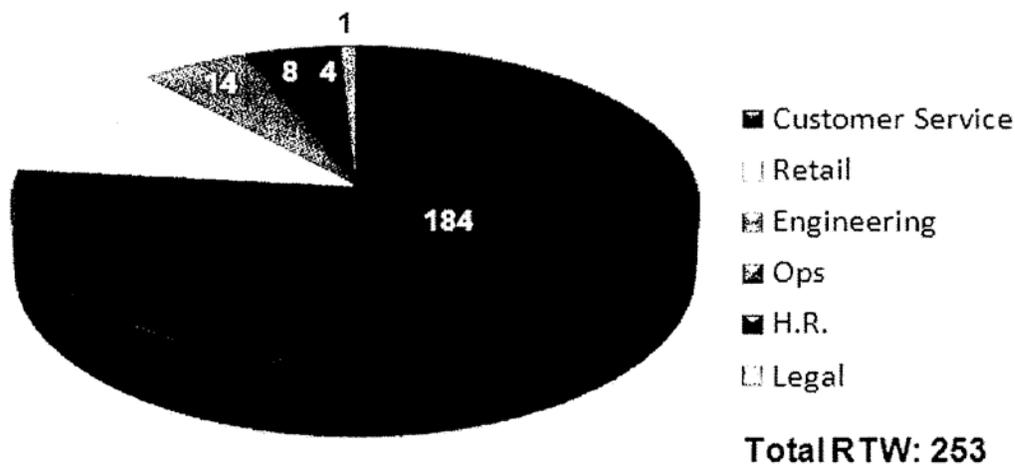
Workplace Possibilities provides the employer with customized reports, so they can track key metrics, monitor results and share progress with senior leadership.

Our program takes advantage of The Standard's vast experience in disability management, ergonomic and vocational assessments, and absence management to help employers re-imagine the workplace.

The Standard's partnership with the employer and the investment in time and resources will enable employees to achieve maximal self-sufficiency, reduce dependence on disability benefits, lower costs associated with absence and improve employee morale.



**XYZ Company
Return To Work by Division
January 1, 2010 through December 31, 2010**

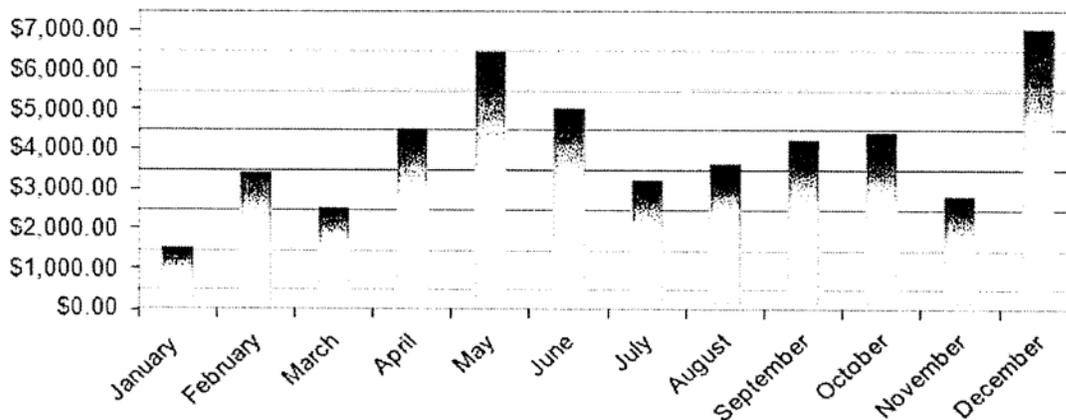


Workplace Possibilities
Sample Reports

All XYZ employees who have benefited from The Standard's onsite Workplace Possibilities

**XYZ Company
Reasonable Accommodation Expenses by Month
January 1, 2010 through December 31, 2010**

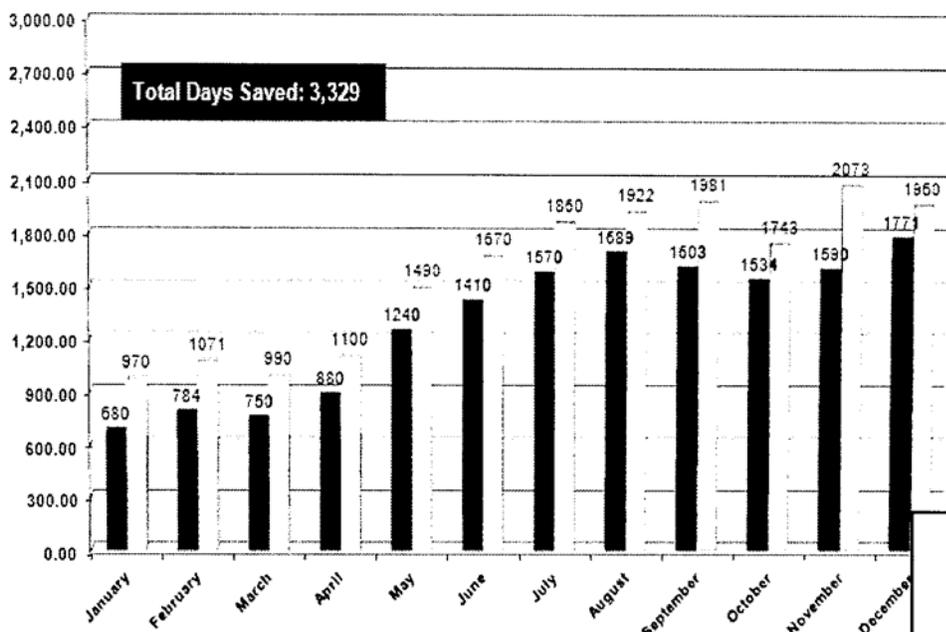
YTD RAE: \$38,406



Cost of durable medical goods and ergonomic equipment only



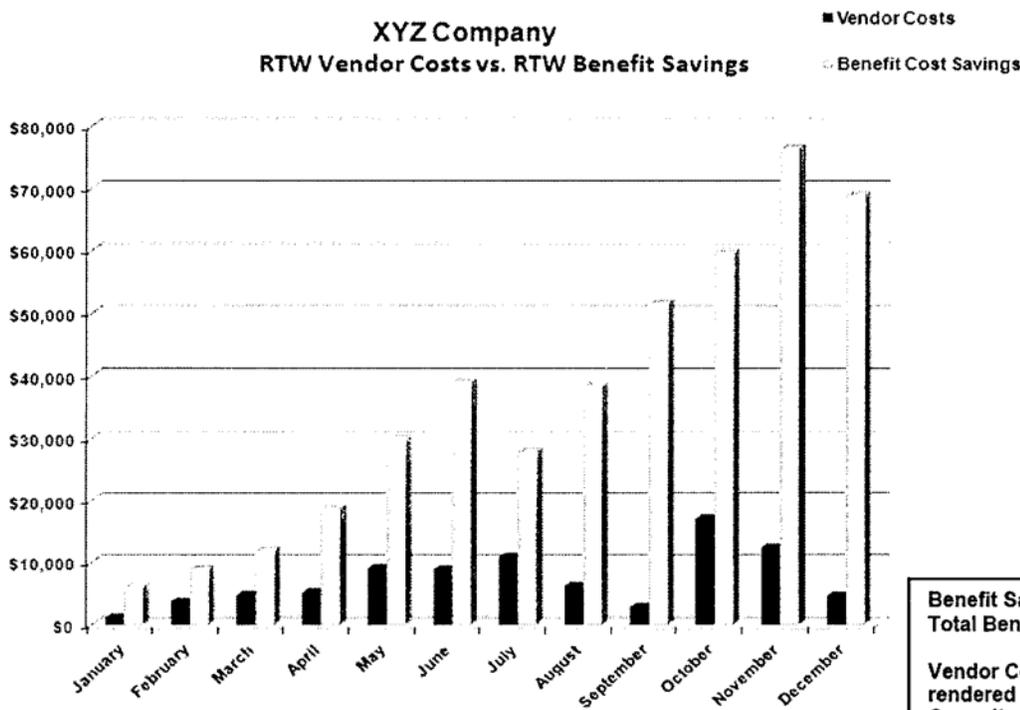
XYZ Company
Disability Duration Reduction
Actual Disability Duration vs. Expected Duration



Disability Duration Reduction is based on all employees who have returned to work as a result of The Standard's Workplace Possibilities Program.

Workplace Possibilities
 Sample Reports

XYZ Company
RTW Vendor Costs vs. RTW Benefit Savings



Benefit Savings = Total Anticipated Benefits - Total Benefits Paid = Benefits Cost Savings

Vendor Costs = Professional Services rendered by Onsite Workplace Possibilities Consultant

Group Short Term Disability Insurance

Protect Your Employees From Loss Of Income



Standard Insurance Company
Short Term Disability Insurance





About This Booklet

Standard Insurance Company appreciates the opportunity to provide you with a proposal for group Short Term Disability (STD) insurance. This booklet and the STD proposal together outline the basic features of your proposed STD plan. They are not a contract.

Establishing group STD insurance coverage with The Standard requires your completed, signed application for group insurance and our acceptance of it. When we approve your application, we will issue you a group policy containing our customary language. It will not duplicate the language of any existing policies you may have.

Your group policy with The Standard will contain provisions and defined terms not described in this proposal. If any discrepancies exist between the group policy, the STD proposal and this booklet, the controlling provision will be in the group policy.

Your group policy will become effective on the date determined by The Standard, which will be clearly stated on your policy. We will also supply you with certificates of insurance, describing the coverage in detail, for you to deliver to your insured employees.

The proposed premium rate and plan design for your STD coverage are based on the underwriting data we received from you. We will determine final premium rates and plan provisions based on:

- State law
- Policyholder contributions
- Confirmation of occupations
- The composition of the group of employees you wish to insure
- Our current underwriting rules and practices

The proposal will expire on the date shown in your Employee Benefits Proposal.

Thank you for considering The Standard for your group STD insurance needs. Should you have questions or need any additional information, consult the Employee Benefits Proposal or contact your insurance advisor or the Employee Benefits Sales and Service Office for your area.

Group Short Term Disability Insurance

An Attractive Option For Your Employee Benefits Package

Short Term Disability insurance from The Standard is designed to provide coverage for disabilities resulting from physical disease, injury, pregnancy or mental disorder. STD insurance offers an attractive option for employers who want to supplement a sick leave or statutory disability benefits program. The proposed STD benefit amount and maximum benefit period are shown in the Employee Benefits Proposal.

STD Product Information

Definition Of Disability

Insured employees are disabled if, as a result of physical disease, injury, pregnancy or mental disorder, they are unable to perform with reasonable continuity the material duties of their own occupation and suffer a loss of at least 20 percent in their predisability earnings when working in their own occupation.

Own occupation means any employment, business, trade, profession, calling or vocation that involves material duties of the same general character as the occupation the employee is regularly performing for the employer when disability begins. However, own occupation is not limited to how the employee specifically performs the job for the employer. The Standard may also view how the occupation is generally performed in the national economy. If the own occupation involves the rendering of professional services and requires a professional or occupational license in order to work, the own occupation is as broad as the scope of the license.

Material duties are the essential tasks, functions and operations, skills, abilities, knowledge, training and experience generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. However, in no event would a requirement to work an average of more than 40 hours per week be considered a material duty.

Employees who are disabled from their own occupation may work in another occupation and continue to qualify for STD benefits as long as their work earnings do not exceed 80 percent of their predisability earnings. Work earnings will be used to reduce the STD benefit as noted under "Return To Work Incentive."



Coverage For New Disabilities

If a period of disability is extended by a new cause while STD benefits are payable, benefits will continue while the employee remains disabled but not beyond the end of the original maximum benefit period. In addition, all policy limitations and exclusions apply to the new cause of disability.

Plan Options

The Standard offers STD plans that provide both non-occupational and 24-hour coverage. Non-occupational plans provide coverage for disabilities occurring off the job as a complement to workers' compensation coverage. 24-hour STD plans provide coverage for disabilities occurring on or off the job.

Minimum STD Benefit

For STD plans that are integrated with deductible income, the minimum STD benefit is \$15 per week. The Employee Benefits Proposal will indicate whether this applies to this proposed plan.

Returning To Work

Our claims management services have been carefully designed to promote and optimize the return of disabled employees to a productive life whenever possible. When a disability occurs, our focus is on returning the employee to work through our claims management process, the services we provide and the policy provisions we offer.

Reasonable Accommodation Expense Benefit

To help employers return employees with disabilities to active work whenever they are able, The Standard automatically includes a Reasonable Accommodation Expense Benefit in its STD policies. This benefit reimburses an employer for worksite modifications made on behalf of a disabled employee, which result in a return to work for the employee. The reimbursable modifications are subject to The Standard's prior approval.

Return To Work Incentive

Providing incentives for disabled employees to return to work at their full potential is critical for any successful rehabilitation plan. Automatically included in our STD policies, The Standard's Return To Work Incentive provision is designed to provide valuable financial support to disabled employees in their efforts to return to work.

The Standard's STD benefit is reduced by only the amount of work earnings which, when added to the employee's maximum STD benefit, exceeds 100 percent of predisability earnings. This typically means that employees who return to work receive more total income than those who do not. Work earnings will include amounts they could earn if they worked to their full potential in work that is reasonably available.

Return To Work Responsibility

In addition to providing positive financial incentives to return to work, The Standard's STD policy also establishes a clear expectation for those who are able to return to work. Disabled employees who are capable of part-time work have a responsibility to take advantage of available work opportunities. They are expected to accept part-time work in their own occupation if they are able to earn at least 20 percent of predisability earnings. No STD benefits are payable for any period when partially disabled employees fail to meet this responsibility.

Temporary Recovery

The Standard automatically includes a Temporary Recovery provision in every STD policy to further encourage employees to return to work. Our policy language is among the most flexible in the industry and enables us to work with employees to make permanent recoveries out of temporary ones.

Employees who recover from a disability for a period of time during the maximum benefit period but later suffer a relapse and become disabled again from the same cause or causes, may not have to serve a new benefit waiting period, depending on the length of the period of temporary recovery.

A new benefit waiting period is not required if the periods of recovery during the maximum benefit period do not exceed a total of 30 days. In addition:

- Benefits are not payable for the recovery period
- The recovery period does not count toward the maximum benefit period
- Predisability earnings used to determine the STD benefit will not change
- No STD benefits will be payable after benefits become payable to the employee under any other disability plan for which the employee became insured during the period of temporary recovery

Other than the above, the group policy is applied as if the disability were uninterrupted.

Additional Cost Options

Daily Hospital Benefit

With the Daily Hospital Benefit, the eligible insured employee will receive STD benefits for each day of hospitalization during the benefit waiting period.

First-day Hospital Benefit

If an insured employee is hospital-confined for at least four hours during the benefit waiting period, the benefit waiting period will be satisfied. Hospital-confined means the employee is admitted to a hospital as an in-patient, for which they are charged room and board. They must be under the ongoing care of a physician while they are hospital-confined. STD benefits will become payable on the date of hospitalization. The maximum benefit period will also begin on that date.

Exclusions From Coverage

The Standard's STD policies do not cover disabilities caused or contributed to by:

- War or any act of war
- An intentionally self-inflicted injury, while sane or insane*
- A disability arising out of or in the course of any employment for wage or profit (applies to non-occupational plans only)
- Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot
- Loss of a professional or occupational license or certification

Limitations

No STD benefit will be paid for any period when the disabled employee is:

- Not under the ongoing care of a physician in an appropriate specialty as determined by The Standard
- Eligible to receive benefits under any workers' compensation or similar law (applies to non-occupational plans only)
- Able to work part-time, but elects not to work (i.e., fails to meet the return to work responsibility)
- Confined for any reason in a penal or correctional institution
- Not participating in good faith in a plan of medical treatment or vocational training or education approved by The Standard, unless the disability prevents the employee from participating
- Receiving sick leave pay or other salary continuation from the employer, unless a sick leave integration option is chosen

Preexisting Condition Limitation

The preexisting condition limitation typically applies to STD benefit amounts of \$2,500 per week or more. If on the date disability begins, the employee has not been continuously insured under the group policy for the 12 (or optional 24) month limitation period and has not been actively at work for at least one full day after that limitation period, the weekly STD benefit will be limited to not more than \$2,500 if the disability results from a preexisting condition.

*For Colorado and Missouri residents, "insane" is not applicable.



A preexisting condition is a mental or physical condition whether or not diagnosed or misdiagnosed:

- Which was discovered or suspected as a result of any routine or other medical examination at any time during the preexisting condition period, or
- For which the employee has (or a reasonably prudent person would have) consulted a physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self administered procedures, or taken prescribed drugs or medications at any time during the preexisting condition period.

The preexisting condition period is the three- or six-month period just before the employee's insurance becomes effective, as specified in the Employee Benefits Proposal.

We grant credit for time served toward satisfying the preexisting condition limitation period for eligible employees insured under the employer's prior group STD plan that was replaced by The Standard's coverage.

Deductible Income

The Standard's STD insurance helps replace a portion of income lost as a result of a disability. Often employees are eligible for other sources of income. To prevent overinsurance, the STD benefit is reduced by deductible income, which generally includes the following, although it may vary depending on whether the employer is a public or private entity:

- Work earnings, as described under "Return To Work Incentive"
- Benefits the employee receives or is eligible to receive from workers' compensation, state disability income benefit law, the Jones Act, Maritime Doctrine of Maintenance, Wages or Cure, Longshoremen's and Harbor Worker's Act or any similar acts or laws (applies to 24-hour coverage only)
- Benefits from other insurance (including group insurance for non-professionals) the employee receives or is eligible to receive
- Any disability or retirement benefits received from the employer's retirement plan
- Any earnings or compensation included in predisability earnings which the employee receives or is eligible to receive while STD benefits are payable
- Any amount the employee receives or is eligible to receive under any unemployment compensation law or similar act or law
- Any amount the employee receives or is eligible to receive from or on behalf of a third party
- Any amount received by compromise, settlement or other method, as a result of a claim for any of the above, whether disputed or undisputed

Exceptions To Deductible Income

The following are generally not considered deductible income, although exceptions vary depending on whether the employer is a private or public entity:

- Group credit, mortgage disability insurance benefits and accelerated death benefits paid under a life insurance policy
- Any cost-of-living increase in deductible income, other than work earnings
- Reimbursement for hospital, medical or surgical expenses
- Reasonable attorney fees incurred in connection with a claim for deductible income

Commonly Asked Questions

Who Is Eligible For Coverage?

Coverage is available to all of an employer's active employees who:

- Are citizens or residents of the United States or Canada
- Are actively at work at least 30 hours each week
- Meet the required eligibility waiting period as shown in the Employee Benefits Proposal

Temporary and seasonal employees, full-time members of the armed forces of any country, leased employees and independent contractors are not eligible for coverage. There is no age limit on eligibility for coverage under The Standard's group insurance plans.

What Is The Active Work Requirement?

Employees who are performing the material duties of their own occupation at the employer's usual place of business meet the active work requirement. Employees who are not capable of active work due to physical disease, injury, pregnancy or mental disorder on the day before insurance would otherwise become effective will not become insured until the day after completing one full day of active work as an eligible employee.

When Is The Effective Date Of This Plan?

Subject to the active work requirement, coverage is effective as follows:

- Coverage requiring evidence of insurability is not effective until evidence is approved
- For noncontributory plans, coverage is effective on the date the employee becomes eligible
- For contributory plans, employees must apply in writing for coverage. Coverage is effective on the later of:
 - The date the employee becomes eligible
 - The date the employee applies if the employee submits an application within 31 days of becoming eligible
 - The date required evidence of insurability is approved, if the employee applies more than 31 days after becoming eligible

What Level Of Employee Participation Is Required?

For noncontributory plans, 100 percent of the eligible employees must participate. If a plan is contributory (partially or fully funded by employees), a minimum number of eligible employees must participate, as specified in the Employee Benefits Proposal.

When Does The Coverage End?

STD insurance ends automatically on the earliest of the following:

- The date the last period ends for which a premium contribution is received
- The date the group policy terminates
- The date employment terminates
- The date the employee fails to meet the definition of a member (however, STD insurance may be continued under certain conditions, such as during an approved leave of absence scheduled to last no more than 30 days)

When Does The Group Policy Terminate?

An employer may terminate a group policy by providing The Standard with written notice. The group policy will automatically terminate if premium is not received by the end of the grace period shown in the Employee Benefits Proposal. The Standard may terminate the group policy if the number of employees insured is less than the minimum participation requirement shown in the Employee Benefits Proposal. The Standard may also terminate the group policy if we determine that the policyholder has failed to promptly furnish any necessary information requested by us or has failed to perform any other obligations relating to the group policy.



Group Long Term Disability Insurance

Safeguarding Your Employees' Income



Standard Insurance Company
Group Long Term Disability Insurance





Your Proposed Group Insurance Plan

Standard Insurance Company appreciates the opportunity to provide you with a proposal for Group Long Term Disability insurance. This booklet and the Employee Benefits Proposal together outline the basic features of your proposed Long Term Disability (LTD) insurance plan. These two documents are not a contract.

Establishing LTD insurance coverage with The Standard requires your completed, signed application for group insurance and our acceptance of it. When we approve your application, we will issue you a group policy containing our customary language. It will not duplicate the language of any existing policies you may have.

Your group policy with The Standard will contain provisions and defined terms not described in this booklet or your Employee Benefits Proposal. If discrepancies exist between the group policy, the Employee Benefits Proposal and this booklet, the controlling provision will be in the group policy.

Your group policy will become effective on the date determined by The Standard, which will be clearly stated in your policy. We will also supply you with certificates of insurance that describe the coverage in detail for you to distribute to your insured employees.

The proposed premium rate and plan design for your LTD coverage are based on the underwriting data we received from you. We will determine final premium rates and plan provisions based on:

- State law
- Policyholder contributions
- Confirmation of occupations
- The composition of the group of employees you wish to insure
- Our current underwriting rules and practices

The proposal will expire on the date shown in your Employee Benefits Proposal.

Should you have questions or need additional information not found in the Employee Benefits Proposal, contact your insurance advisor or the Employee Benefits Sales and Service Office for your area.

Thank you for considering The Standard for your group LTD insurance needs. Group Life and Disability are our primary business. Having this level of focused expertise means we can understand your needs better and our employee benefits can work harder to support your goals. With tools designed to help reduce your workload and a proactive approach to help you maintain a more productive and efficient workplace, we're here to partner with you for the long term.

Group Long Term Disability Insurance

A Vital Part Of Your Employee Benefits Package

People routinely purchase home, car and life insurance to safeguard themselves against the threat of loss. Yet they may underestimate the importance of insuring a portion of their incomes against the threat of disability. The risk of disability is greater than most people think. Recent statistics are quite clear:

- Almost three in 10 of today's 20-year-olds will become disabled before reaching age 67
Social Security Administration Fact Sheet 2009
- Every 90 seconds in the United States someone files for bankruptcy in the wake of a serious illness
The American Journal of Medicine, Vol. 122, No. 8, August 2009

Long Term Disability insurance from The Standard provides a monthly benefit to eligible employees who are partially or totally disabled due to a covered physical disease, injury, pregnancy or mental disorder. It is key to smart financial planning for both employers and employees.

Financial Support For Employees, A Recruitment Tool For Employers

Savings, sick leave, workers' compensation, Social Security, friends and family are some of the sources used to replace income lost due to disability. However, the financial impact of long term disability often exceeds these limited resources. The Standard's LTD insurance supplements other sources of income and provides incentives and assistance to facilitate a return to work whenever possible.

LTD coverage also helps employers by enhancing their benefits package — one of the best ways to attract and retain high-caliber employees. The Standard offers LTD insurance with flexible plan designs and claims-management expertise, all at competitive group rates.



Plan Design Information

LTD Benefit Schedule

LTD benefits replace a specified percentage of a disabled employee's predisability earnings, as defined in the group policy. The percentage is typically 60 or 66⅔ percent, subject to minimum and maximum LTD benefit amounts, but options from 30 to 70 percent are available. As part of an income-replacement program, LTD benefits will be reduced by certain other amounts, called deductible income, which the employee receives or is eligible to receive. See the specifics in the Employee Benefits Proposal.

Definition Of Predisability Earnings

Most definitions of predisability earnings include:

- Salary
- Shift differential pay
- Commissions averaged over the preceding 12-month period or over the period of employment if less than 12 months
- Employee contributions made through a salary reduction agreement with the employer to an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p) or 457 deferred compensation arrangement, or an executive nonqualified deferred compensation arrangement
- Amounts contributed to fringe benefits according to salary reduction agreements under IRC Section 125 plans



The definition of predisability earnings generally excludes bonuses, overtime or any other extra compensation. However, these items may be included if approved by The Standard. If so, they will be shown in the Employee Benefits Proposal. An employer's contributions on the employee's behalf to any deferred compensation arrangement or pension plan are also generally excluded from the definition of predisability earnings.

Coverage up to the guarantee issue amount, is available without submitting evidence of insurability. Evidence may be required for higher amounts.

When LTD Benefits Begin

When LTD benefits are payable, they begin at the end of the benefit waiting period. Benefits are not payable during the benefit waiting period. The most common benefit waiting period is 90 days of continuous disability; however, the period can range from 30 days to one year depending on the specific needs of the employer. See the Employee Benefits Proposal for the benefit waiting period.

When LTD Benefits End

LTD benefits end automatically on the date the employee:

- No longer meets the definition of disability
- Fails to provide proof of continuing disability
- Becomes eligible for benefits under another group LTD plan
- Reaches the end of the maximum benefit period for which LTD benefits are payable for any one period of continuous disability

LTD benefits are not payable after the end of the maximum benefit period, even if the employee remains disabled.

For employees who become disabled after age 60, The Standard offers three age-graded reduction schedules that provide benefits beyond age 65. See the Employee Benefits Proposal for the maximum benefit period.

Definitions Of Disability

The definition of disability determines whether benefits are payable and the extent to which disabilities are covered. The Standard's definitions of disability are both progressive and balanced to offer flexibility in designing a benefit program to meet each organization's specific needs.

Some employees will meet the applicable definition and also retain the ability to perform some of their work duties full time or part time, or be able to work in another occupation. To encourage those who are able to perform some work, The Standard's disability definitions provide coverage for individuals who work while disabled, as defined by the group policy.

Material Duties And Indexed Predisability Earnings

The Standard offers comprehensive and distinctive own occupation and any occupation definitions of disability. Most of The Standard's plans include both definitions, but they can be separated. The time periods when they apply may vary to meet the needs of the organization and its employees. For example, our traditional plan includes a 24-month own occupation period followed by an any occupation period.

Both own occupation and any occupation definitions refer to material duties and indexed predisability earnings.

Material duties are the essential tasks, functions, operations, skills, abilities, knowledge, training and experience generally required by employers from those engaged in a particular occupation. These essential tasks, functions, etc. cannot be reasonably modified or omitted, and a particular occupation cannot be performed without them. (A requirement to work an average of more than 40 hours per week would never be considered a material duty.)

Indexed predisability earnings, based on person's earnings prior to disability and the U.S. Consumer Price Index, are calculated strictly for purposes of determining disability. Indexed predisability earnings may apply in determining whether an employee meets the own occupation or any occupation definition of disability.

Own Occupation Disability

During the benefit waiting period and for the first 24 months thereafter, employees are disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- They are unable to perform with reasonable continuity the material duties of their own occupation, and
- They have suffered a loss of at least 20 percent in their indexed predisability earnings when working in their own occupation.

Own occupation means any employment, business, trade, profession, calling or vocation that involves material duties of the same general character as the occupation the employee is regularly performing for the employer when the disability begins.

Own occupation is not limited to how the employee specifically performs the job for the employer. Rather, The Standard may view how the occupation is generally performed in the national economy. If the own occupation involves the rendering of professional services and requires a license in order to work, the definition of own occupation is as broad as the scope of the license.

While this definition applies, employees who are disabled from their own occupation may work in another occupation and continue to qualify for LTD benefits as long as their work earnings do not exceed 80 percent of their indexed predisability earnings. Work earnings will be used to reduce the LTD benefits as noted under "Return to Work Incentive" (page 7).

Any Occupation Disability

During the any occupation period, which spans the remainder of the maximum benefit period, employees are disabled if, as a result of physical disease, injury, pregnancy or mental disorder, they are unable to perform with reasonable continuity the material duties of any occupation.

Any occupation means any occupation or employment that the employee is able to perform, based on his or her education, training or experience and availability at one or more locations in the national economy. In this occupation, the employee could be expected to earn at least 60 percent of indexed predisability earnings within 12 months following his or her return to work, regardless of whether the employee is working in his or her own or any other occupation.



While this definition applies, disabled employees may work and continue to qualify for LTD benefits as long as they meet the any occupation definition of disability. Work earnings will reduce the LTD benefits as noted under "Return to Work Incentive."

Optional Definitions Of Disability

The Standard understands the specialized training and financial investment required for many professional careers. We offer definitions of disability specifically designed for professionals, key management employees and certain employer groups.

Own Occupation To Age 65

The Standard offers a definition of disability that requires employees to be disabled from only their own occupations. This definition applies during the benefit waiting period and throughout the maximum benefit period. Employees who are disabled from their own occupations may work in another occupation. However, they will no longer meet the definition of disability when their work earnings exceed 80 percent of indexed predisability earnings.

Own Specialty Protection

For physicians and attorneys, The Standard offers own specialty protection for two years, five years and to the end of maximum benefit period. For physicians, own occupation is defined as the medical specialty the physician is board-certified to practice. For attorneys, own occupation is defined as the one or two legal subject-matter areas or types of legal practice in which the attorney has specialized, provided the attorney has been in practice for at least five years.¹

Certain percentages of the gross professional fee income must have been earned in those specialty areas or types of practice during the 24 months just before disability began. These percentages are at least 60 percent for physicians and 85 percent for attorneys. During the remainder of the maximum benefit period, the employee must meet the usual own occupation definition of disability. Those who meet this definition of disability may work in another occupation; however, they will no longer be considered disabled when their work earnings exceed 100 percent of indexed predisability earnings.

¹ Trial attorney or trial practice will not be considered one of the specialty legal subject matter areas or types of legal practice, unless the attorney personally appears and actively participates in legal proceedings on behalf of clients at least four hours per day on an average of at least 50 days per year during the 24 months just before disability begins. Time the attorney spends preparing to actively participate in legal proceedings can be included when calculating up to one-half of the hours-per-day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule-making or contested-case hearings, workers' compensation hearings, arbitration and mediation hearings, and the taking or defending of depositions.

Returning To Work

Our claims management services have been carefully designed to promote and optimize the return of disabled employees to a productive life whenever possible. Our benefits analysts work with vocational experts, nurses and physicians to provide early screening, assess disability durations and identify return-to-work opportunities. As a result, disabled employees may return to work earlier than anticipated, which may reduce the likelihood of permanent disability. This helps employers regain valuable employees and contain disability claims costs.

Return To Work Incentive

Providing incentives for disabled employees to return to work at their full potential is critical for any successful rehabilitation plan. The Standard's Return to Work Incentive is one of the most comprehensive in the employee benefits industry. It is automatically included in every LTD policy to provide valuable financial support to employees in their efforts to return to work.

During the 12 (or optional 24) months immediately after a disabled employee first returns to work, the LTD benefit is reduced by only the amount of work earnings that, when added to the employee's maximum LTD benefit, exceeds 100 percent of indexed predisability earnings. Following the incentive period, The Standard will deduct one-half of work earnings while the employee remains disabled. This typically means that employees who return to work will receive more total income than those who do not. Work earnings will include amounts they could earn if they worked to their full potential in work that is reasonably available.

Reasonable Accommodation Expense Benefit

To help employers return employees with disabilities to active work whenever possible, The Standard automatically includes a Reasonable Accommodation Expense Benefit in its LTD policies. This reimburses an employer up to \$25,000 for worksite modifications made on behalf of a disabled employee, when the modifications enable the employee to return to work. Reimbursable modifications are subject to The Standard's prior approval.

Rehabilitation Plan Provision

To help employees with disabilities prepare to return to active work, The Standard automatically includes a Rehabilitation Plan Provision in all LTD policies. Subject

to The Standard's prior approval, employees may apply to participate in a rehabilitation plan at any time, and in doing so, may receive an additional 10 percent of their predisability earnings, not to exceed the maximum LTD benefit as a result of this increase. With The Standard's approval, a rehabilitation plan may include payment for some or all of the expenses incurred by employees that are intended to support a return to work, including:

- Training and education
- Family (child and elder) care
- Job search and other job-related expenses

Temporary Recovery

The Standard automatically includes a Temporary Recovery provision in every LTD policy to further encourage employees to return to work. Our flexible policy language enables us to work with employees to make permanent recoveries out of temporary ones. Employees who recover from a disability for a period of time, but later suffer a relapse and become disabled again from the same cause or causes, may not have to serve a new benefit waiting period if the period of recovery does not exceed 90 days during the benefit waiting period or 180 days during the maximum benefit period.

In either case, the recovery period does not count toward the benefit waiting period, the maximum benefit period or the own occupation period. LTD benefits are not paid during the recovery period. Predisability earnings used to determine the LTD benefits will not change. No LTD benefits will be payable after benefits become payable under any other disability plan under which the employee became insured during the recovery period. Otherwise, the group policy is applied as if the disability was uninterrupted.

Return To Work Responsibility

In addition to providing financial incentives to return to work, The Standard's LTD policy also establishes clear expectations for those who are able to return to work. Disabled employees who are capable of part-time work have a responsibility to take advantage of available work opportunities. If they are able to earn at least 20 percent of indexed predisability earnings, they must accept part-time work in their own occupation during the own occupation period and in any occupation during the any occupation period. . LTD benefits will not be payable for any period when partially disabled employees fail to meet this return-to-work responsibility.

Cost Containment Features

This section outlines the limitations, exclusions and deductible income sources customarily included in all of The Standard's group LTD policies. Some applicable time periods and provisions may be modified at the employer's request.

Disabilities Subject To Limited Pay Periods

Payment of LTD benefits is limited to 24 (or optional 12) months during the employee's lifetime for disabilities caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- Any mental, emotional or psychological disorder regardless of cause (including but not limited to depression, anxiety, stress, bipolar affective disorder, organic brain syndrome, schizophrenia). At the end of the limited pay period, benefits may continue if the employee is continuously confined in a hospital solely because of a mental disorder.
- The use of alcohol or any drug (including hallucinogens), alcoholism or drug addiction
- Other limited conditions including: chronic fatigue conditions (such as chronic fatigue syndrome and post viral syndrome), any allergy or sensitivity to chemicals or the environment (such as sick building syndrome and multiple chemical sensitivity syndrome), chronic pain conditions (such as fibromyalgia, reflex sympathetic dystrophy and myofascial pain), carpal tunnel or repetitive motion syndrome, temporomandibular or craniomandibular joint disorder²

As an additional cost-containment option, employers may elect to limit payment of LTD benefits for disabilities caused or contributed to by musculoskeletal or connective tissue disorders such as arthritis, diseases or disorders of the cervical, thoracic or lumbosacral back and its surrounding soft tissue, and strains or sprains of joints or muscles. This expanded limitation would not apply to rheumatoid or psoriatic arthritis, herniated disks with neurological abnormalities that are documented by electromyogram and computerized tomography or magnetic resonance imaging, scoliosis, radiculopathies that are documented by electromyogram, spondylolisthesis (grade II or higher), myelopathies and myelitis, traumatic spinal cord necrosis, osteoporosis, discitis or Paget's disease.

² This limitation does not apply to neoplastic diseases, neurologic diseases, endocrine diseases, hematologic diseases, asthma, allergy-induced reactive lung disease, tumors, malignancies, vascular malformations, demyelinating diseases or lupus.

Limitations

No LTD benefits will be paid for any period when the disabled employee is:

- Not under the ongoing care of a physician in an appropriate specialty as determined by The Standard
- Not participating in good faith in a plan of medical treatment, vocational training or education approved by The Standard, unless the disability prevents the employee from participating
- Able to work part time, but elects not to (i.e., the employee fails to meet his return to work responsibility)
- Confined for any reason in a penal or correctional institution

In addition, payment of LTD benefits is limited to 12 months for any period when the employee resides outside the United States or Canada.

Exclusions From Coverage

Disabilities are not covered when caused or contributed to by:

- War or any act of war
- An intentionally self-inflicted injury, whether the insured employee is sane or insane³
- Loss of professional or occupational license or certification
- Committing or attempting to commit an assault or felony
- Active participation in a violent disorder or riot
- A preexisting condition or treatment of a preexisting condition, unless, on the date disability begins, the employee has been continuously insured under the group policy for the entire 12 months for groups with 20 or more lives and 24 months for groups with fewer than 20 lives and has been actively at work for at least one full day after the end of that exclusion period

Diagnosed or misdiagnosed, a preexisting condition is a mental or physical condition:

- That was discovered or suspected as a result of any routine or other medical examination at any time during the preexisting condition period, or

³ For Colorado and Missouri residents, "insane" is not applicable.

- For which the employee has (or a reasonably prudent person would have) consulted a physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures (including self-administered procedures), or taken prescribed drugs or medications at any time during the preexisting condition period.

The preexisting condition period is the three- or six-month period just before the employee's insurance becomes effective, as specified in the Employee Benefits Proposal.

The Standard grants credit for time served toward satisfying the preexisting condition exclusion period for eligible employees insured under the employer's prior group LTD plan that was replaced by The Standard.

Deductible Income

The Standard's LTD insurance helps replace part of the income lost as a result of disability. Often employees are eligible for other sources of income, such as workers' compensation or Social Security. To prevent overinsurance, LTD benefits are reduced by an employee's deductible income, which generally includes the following, although these may vary depending on if the employer is a public or private entity:

- Work earnings, as described under "Return to Work Incentive"
- Sick pay, annual or personal leave pay, severance pay or other salary continuation, including donated amounts (but not vacation pay), which, when added to the maximum LTD benefit, exceed 100 percent of indexed predisability earnings
- Benefits from the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, the Railroad Retirement Act or similar plans or acts providing benefits that the employee or the employee's dependents receive or are eligible to receive⁴
- Benefits the employee receives or is eligible to receive from workers' compensation, state disability income benefits law, the Jones Act, Maritime Doctrine of Maintenance, Wages and Cure, Longshore and Harbor Worker's Compensation Act or any similar acts or laws
- Benefits from other insurance, including individual insurance for professionals, which the employee receives or is eligible to receive
- Any earnings or compensation included in predisability earnings which an employee receives or is eligible to receive while LTD benefits are payable
- Any amount an employee receives or is eligible to receive under any unemployment compensation law or similar act or law
- Any amount an employee receives or is eligible to receive from or on behalf of a third party
- Any disability or retirement benefits an employee receives from a private employer's retirement plan
- Any disability or retirement benefits an employee receives or is eligible to receive from a public employer's retirement plan and any lump-sum refund, withdrawal or distribution of contributions and earnings received⁵
- Any amount received by compromise, settlement or other method, as a result of a claim for any of the above, disputed or undisputed

⁴ Employers may choose a plan design that offsets LTD benefits by part or none of the dependent's benefits.

⁵ If the employee receives a lump-sum refund, withdrawal or distribution of contributions and earnings, LTD benefits are determined using a lifetime monthly annuity amount with no survivor income. Employee and employer contributions are considered as distributed simultaneously throughout the employee's lifetime, regardless of how funds are distributed from the retirement plan.





Exceptions To Deductible Income

The following are generally not considered deductible income, although exceptions may vary depending on if the employer is a public or private entity:

- Any amounts attributable to the employee's contributions to the employer's retirement plan or which the employee could have received upon termination of employment without being disabled or retired
- Benefits from a profit-sharing plan, thrift or savings plan, deferred-compensation plan, 401(k), 408(k) or 457 plan, IRA, tax-sheltered annuity under IRC Section 403(b), stock ownership plan or Keogh (HR-10) plan
- Any lump-sum refund, withdrawal or distribution of the employee's contributions and earnings received from the employer's retirement plan because the employee is not vested under the plan
- Social Security early-retirement benefits not received by the insured employee
- Group credit, mortgage disability insurance benefits and accelerated death benefits paid under a life insurance policy
- Any cost-of-living increases in deductible income, other than work earnings
- Reimbursement for hospital, medical or surgical expenses
- Reasonable attorney fees incurred in connection with a claim for deductible income

Additional LTD Plan Provisions And Services

Employee Assistance Program

An Employee Assistance Program (EAP) can help increase productivity by assisting employees with their attempts to balance work and personal life. An EAP can address concerns such as health, marital, family, financial, alcohol, drug, legal, emotional and other personal issues that may adversely affect employee job performance. EAP and Worklife services, administered by Horizon Health, are available to employees covered by the LTD insurance.⁶

A Horizon Health specialist will provide consultation by phone, as well as arrange for up to three face-to-face assessments and short-term counseling sessions from a network provider when necessary. The services also include Critical Incident Stress Debriefings in which a counselor will provide on-site, group counseling for employees if a traumatic event occurs in the workplace.

Coverage For New Disabilities

If a period of disability is extended by a new cause while LTD benefits are payable, benefits will continue while the employee remains disabled, but not beyond the end of the original maximum benefit period. In addition, all policy limitations and exclusions apply to the new cause of disability.

Survivors Benefit

If an employee who has been continuously disabled for at least 180 days dies while LTD benefits are payable, The Standard will pay a Survivors Benefit. The benefit is a lump sum equal to three times the employee's monthly LTD benefit without reduction by deductible income. The Survivors Benefit is intended to meet a portion of a family's financial needs in the event of the employee's death. The benefit is paid to the surviving spouse or unmarried children under age 25. As an option, it may also be paid to the deceased employee's estate. However, The Standard will first use the Survivors Benefit to reduce any overpayment on the employee's claim.

⁶ Provided only for employers with 10-2,499 employees. EAP services are provided through an arrangement with Horizon Behavioral Service, LLC, which is not affiliated with The Standard. EAP is not an insurance product.

Direct Deposit

The Standard offers direct deposit (also known as Electronic Funds Transfer or EFT), a convenient and secure benefit payment option. With direct deposit, employees' LTD benefit payments will be automatically deposited into their designated checking or savings account on their payment due date, even if that date falls on a weekend or a holiday.

Social Security Assistance

The Standard offers eligible disabled employees assistance with Social Security benefits starting with the initial application. Each of our claims management teams includes a specialist who helps administer our Social Security assistance program and acts as a liaison to our nationwide network of contracted specialists.

Payment Of FICA Taxes

The Standard automatically pays the employer's portion of FICA (Social Security and Medicare) taxes for all LTD claims. The Standard prepares, reports and mails W-2 forms and yearly totals to the IRS and Social Security Administration for all LTD claims. This service saves the employer time and helps to expedite tax preparation for the employee.

Automatic Maximum Benefit Increase

The Automatic Maximum Benefit Increase feature provides for the maximum LTD benefit of the plan to automatically increase by 5 percent annually for five years. This is a convenient way to assure the LTD plan design keeps pace with salary increases without having to amend the group policy each year. There is no cost to add this feature to your coverage, but it must be requested – it's not automatically included in coverage plans.

Options Available At Additional Cost

Benefits For The Severely Disabled

The Standard offers three enhancements to group LTD coverage to address the needs of severely disabled employees:

- Assisted Living Benefit, which may increase the income replacement level up to 80 or 100 percent of insured predisability earnings (up to a \$5,000 maximum benefit)
- Housing Assistance Benefit, which provides an additional 25 percent of predisability earnings to pay for rent or mortgage (up to a \$5,000 maximum benefit)
- Lifetime Security Benefit, which extends the maximum benefit period to the severely disabled employee's lifetime

Employers may choose one of the above or include the Lifetime Security Benefit in conjunction with either of the two other options. When one of these options is included, an employee to whom LTD benefits are payable may receive the additional benefits if, as a result of physical disease or injury, the employee:

- Is unable to safely and completely perform two or more activities of daily living⁷ without assistance due to loss of functional capacity, or
- Requires substantial supervision for health or safety due to severe cognitive impairment.

The disabling condition must be expected to last 90 days or more and be certified by a physician in the appropriate specialty as determined by The Standard. Other provisions and benefits may not be available and certain limitations and exclusions will apply.

Annuity Contribution Benefit

The Annuity Contribution Benefit is designed to bridge the savings gap created when disabled employees no longer have the financial means or opportunity to fund a retirement plan.

After a claimant has been disabled for 36 months, The Standard will set up and fund an individual annuity in the claimant's name. Each month, a designated percentage of the disabled employee's predisability earnings, not to exceed \$5,000, will be deposited into the annuity.

⁷ The six activities of daily living are bathing, continence, dressing, eating, toileting and transferring.



Family Care Expenses Adjustment

Another return to work incentive, the Family Care Expenses Adjustment provision applies during the 12 or 24 months immediately after a disabled employee first returns to work. While this applies, work earnings used to calculate LTD benefits may be reduced by a portion of the employee's family-care expenses, up to a monthly maximum of \$250 per family member or \$500 per family. Certain restrictions apply.

Dependent Education Benefit

The Dependent Education Benefit provides a monthly benefit for disabled employees who have children or a spouse who are registered, and in full-time attendance, at an accredited educational institution beyond high school. Disabled employees can receive \$150 for each eligible student, with a maximum of \$600 per month for all eligible students. Spouses must be attending an institution for the purpose of obtaining employment or increasing earnings. Other restrictions may apply.

Conversion Provision

The Conversion of Insurance provision allows qualified employees to obtain LTD conversion insurance after the termination of employment with the employer. To qualify, an employee must meet the eligibility requirements for conversion as outlined in the group policy. Employees may maintain the same benefit level, up to a \$4,000

monthly benefit, without submitting evidence of insurability. A benefit of up to \$8,000 a month may be available with approved evidence of insurability. Conversion is available with most plan designs, although exclusions, limitations and reductions may apply.

Cost Of Living Adjustment (COLA) Benefit

The COLA benefit helps protect an employee's LTD benefits from inflation. The Standard offers COLA benefit options calculated according to the current Consumer Price Index. If on April 1 an employee has been disabled for the preceding calendar year or years (one or five), the LTD benefit will be adjusted with the COLA increase.

Age-Graded Maximum Benefit Periods

The Standard offers a variety of maximum benefit period schedules for employers to provide LTD benefits to employees who work beyond age 65. Typically, the maximum benefit period is determined by the employee's age when the disability begins. The typical age-graded benefit duration schedule includes a maximum benefit period to age 65 for employees who become disabled before age 62, with the benefit duration age-graded for employees who become disabled on or after age 62. With the Social Security normal retirement age (SSNRA) maximum benefit period option, the maximum benefit period corresponds to the employee's SSNRA under the federal Social Security Act. Additional options for maximum benefit periods beyond age 70 are also available.

Commonly Asked Questions

Who Is Eligible For Coverage?

Coverage is available to all of an employer's active employees who:

- Are citizens or residents of the United States or Canada
- Are actively at work at least 30 hours each week
- Meet the required eligibility waiting period as shown in the Employee Benefits Proposal

Temporary and seasonal employees, full-time members of the armed forces of any country, leased employees and independent contractors are not eligible for coverage. There is no age limit on eligibility for coverage under The Standard's group insurance plans.

What Is The Effective Date Of This Plan?

Subject to the active work requirement, coverage is effective as follows:

- Coverage requiring evidence of insurability is not effective until evidence is approved
- For noncontributory plans, coverage is effective on the date the employee becomes eligible
- For contributory plans, employees must apply in writing for coverage. Coverage is effective on the later of:
 - The date the employee becomes eligible
 - The date the employee applies if the employee submits an application within 31 days of becoming eligible
 - The date required evidence of insurability is approved, if the employee applies more than 31 days after becoming eligible



What Is The Active Work Requirement?

Employees who are performing the material duties of their own occupation at the employer's usual place of business meet the active work requirement. Employees who are not capable of active work due to physical disease, injury, pregnancy or mental disorder on the day before insurance would otherwise become effective will not become insured until the day after completing one full day of active work as an eligible employee.

What Level Of Employee Participation Is Required?

For noncontributory plans, 100 percent of the eligible employees must participate. If a plan is contributory (partially or fully funded by employees), a minimum number of eligible employees must participate, as specified in the Employee Benefits Proposal.

When Does Coverage End?

LTD insurance ends automatically on the earliest of the following:

- The date the last period ends for which a premium contribution is received
- The date the group policy terminates
- The date employment terminates
- The date the employee fails to meet the definition of a member (however, LTD insurance may be continued under certain conditions, such as during an approved leave of absence scheduled to last no more than 30 days)

When Does The Group Policy Terminate?

An employer may terminate a group policy by providing The Standard with written notice. The group policy will automatically terminate if the premium is not received by the end of the grace period shown in the Employee Benefits Proposal. The Standard may terminate the group policy if the number of employees insured is less than the minimum participation requirement shown in the Employee Benefits Proposal. The Standard may also terminate the group policy if we determine that the policyholder has failed to promptly furnish any necessary information requested by us or has failed to perform any other obligations relating to the group policy.

Performance Guarantee

The Standard is committed to providing world-class customer service. We guarantee we will meet the policyholder's overall service expectations or we will refund 5 percent of the quarterly expenses charged to the policyholder's account (for administration and paying claims) for any quarter in which we do not meet this guarantee.⁸

⁸ The minimum group size for Performance Guarantee for LTD coverage is 1,000 covered employees. No more than one refund per quarter will be paid. Claim decisions are made based on the terms of the plan. The ultimate claim decision, whether to approve or deny, is not covered by this Performance Guarantee. This guarantee is in effect for the initial rate guarantee period shown in the group policy. Thereafter, The Standard reserves the right to modify the terms or terminate this guarantee at any time at its sole discretion.

Standard Insurance Company

TheStandard[®]

Benefits at a Glance for [Company Name]

Group Policy # [123456]

Effective Date [January 1, 2009]

Group Basic Life [and Accidental Death and Dismemberment] Insurance

Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible employee's covered death. [Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.]

The cost of this insurance is paid by [Company Name].

Eligibility

Eligible Employee

An active employee of the employer working at least [X] hours each week. An eligible employee does not include a temporary or seasonal employee, full-time member of the armed forces, leased employee or an independent contractor.

[Class Definition

Class 1 All active faculty or salaried staff employees

Class 2 All active hourly employees]

Waiting Period Before Becoming Eligible for Insurance

None for those that meet the definition of an eligible employee on the group policy effective date. All other employees become eligible on the [first day of the month coinciding with or next following [X] days as an eligible employee].

Benefits

Employee Coverage Amount

The Basic Life coverage amount is [\$00,000.] [X times annual earnings to a maximum of \$000,000.]

[Acceptable evidence of good health may be required to become insured for the amount of coverage in excess of \$000,000.]

[AD&D Insurance

For accidental loss of life, the amount of this insurance benefit is equal to the employee Basic Life coverage amount. For other covered losses, the amount of this benefit is a percentage of the AD&D insurance coverage amount.]

[Age Reductions

Under this policy, insurance coverage reduces by 35 percent at age 65, 50 percent at age 70, and 65 percent at age 75.]

[Dependents Life Insurance

The insurance policy provides \$[X] of coverage for the employee's eligible spouse[/domestic partner].

The insurance policy also provides \$[X] of coverage for the employee's eligible child(ren).]

Other Life Features & Services

-
- Right to Convert Provision
 - [Portability of Insurance Provision]
 - [Waiver of Premium]
 - [Repatriation Benefit]
 - [Accelerated Benefit]
 - [MEDEX[®] Travel Assist]
 - [Standard Secure Access account payment option]

[Other AD&D Features

-
- [Seat Belt Benefit]
 - [Air Bag Benefit]
 - [Family Benefits Package]
 - [Expanded AD&D Package]
 - [Common Disaster Benefit]
 - [Line of Duty Benefit]

This information is only a brief description of the group Basic Life[/AD&D] insurance policy sponsored by [Company Name]. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, [reductions in benefits,] exclusions and when The Standard and the employer may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for employees who become insured according to its terms. For more complete details of coverage, contact your human resources representative.



The Standard[®]
Positively different.

Additional Life Coverage Highlights
[ABC Company, Inc.]

Additional Life [and Accidental Death & Dismemberment (AD&D)] Insurance

Standard Insurance Company has developed this document to provide you with information about the optional coverage you may select through your *employer*. Written in non-technical language, this is not intended as a complete description of the coverage. If you have additional questions, please refer to the Additional Life Employee Brochure included in your packet or check with your human resources representative.

Employer Plan Effective Date

Your *employer* will provide Basic Life coverage from The Standard. If you qualify for Basic Life, you may also apply for Additional Life coverage to supplement your Basic Life amount. A minimum number of eligible employees must apply and qualify for the proposed plan before Additional Life coverage can become effective. This level of participation has been agreed upon by your *employer* and The Standard.

Eligibility

To be eligible for this plan:

- You must be insured for Basic Life
- You must be an active employee of [ABC Company, Inc.], excluding [name of job classifications not eligible, e.g., doctor, secretary], temporary or seasonal employees, full-time members of the armed forces, leased employees or independent contractors
- You must be regularly working at least [00] hours each week
- [Your spouse or children must not be full-time members of the armed forces of any country]

Employee Coverage Amount

You may elect Additional Life coverage in units of [\$00,000] to a maximum of [\$000,000]. [The minimum amount you can elect is [\$00,000].]

If you wish to become insured for an amount of [combined Basic and] Additional Life in excess of [\$00,000], the excess will be subject to medical underwriting approval. All late applications and requests for coverage increases are also subject to medical underwriting approval.

[Dependents Life Insurance from Standard Insurance Company is also included in this plan.]

[Additional Accidental Death and Dismemberment Insurance from Standard Insurance Company is also included in this plan.]

Spouse Coverage Amount

This coverage is available in units of [\$00,000] to a maximum of [\$000,000], [but not to exceed 100 percent of your combined Basic and Additional Life coverage.]

If you elect an amount for your *spouse* greater than [\$00,000], the excess will be subject to medical underwriting approval. All late applications and requests for coverage increases will also require medical underwriting approval.

Coverage Amount for Children

You may elect [\$5,000] of Dependents Life Insurance for your eligible *children*. This amount may not exceed 100 percent of your [combined Basic and] Additional Life coverage. All late applications will be subject to medical underwriting approval.

Employee Rates

If you elect Additional Life insurance, your monthly premium rate for this plan is indicated in the table below. Premiums for this coverage will be deducted directly from your paycheck.

Age (as of MM/DD/YY)	Rate (Per \$1000 of Total Coverage)
<30	\$0.00
30-34	\$0.00
35-39	\$0.00
40-44	\$0.00
45-49	\$0.00
50-54	\$0.00
55-59	\$0.00
60-64	\$0.00
65-69	\$0.00
70+	\$0.00

To calculate your premium:

1. Amount Elected: Write this amount on the Additional/Optional Life Requested Amount line on your Enrollment and Change Form. Line 1: _____
2. Line 1 divided by \$1,000 = Line 2. Line 2: _____
3. Rate (from chart). Line 3: _____
4. Line 2 multiplied by Line 3 = Your monthly cost. Line 4: _____

Spouse Rates

If you elect Additional Life insurance for your *spouse*, your monthly premium rate for this coverage is indicated in the table below. Premiums for this coverage will be deducted directly from your paycheck.

Age (as of MM/DD/YY)	Rate (Per \$1000 of Total Coverage)
<30	\$0.00
30-34	\$0.00
35-39	\$0.00
40-44	\$0.00
45-49	\$0.00
50-54	\$0.00
55-59	\$0.00
60-64	\$0.00
65-69	\$0.00
70+	\$0.00

To calculate the premium for your spouse:

1. Amount Elected: Write this amount on the Dependent Life Spouse Requested Amount line on your Enrollment and Change Form. Line 1: _____
2. Line 1 divided by \$1,000 = Line 2. Line 2: _____
3. Rate (from chart). Line 3: _____
4. Line 2 multiplied by Line 3 = Your monthly cost. Line 4: _____

Employee Coverage Effective Date

Please contact your human resources representative for more information regarding the following requirements that must be satisfied for your insurance to become effective. You must satisfy:

- Eligibility requirements
- An *eligibility waiting period*
- [An *evidence of insurability* requirement]
- An *active work* requirement. This means that if you are not *actively at work* on the day before the scheduled effective date of insurance [including Dependents Life Insurance], your insurance will not become effective until the day after you complete [90 days] of *active work* as an eligible employee.

Age Reductions

Under this plan, coverage reduces by [35 percent at age 65, 50 percent at age 70, and 65 percent at age 75]. If you [or your spouse] are age [65] or over, ask your human resources representative for the amount of coverage available.

Standard Insurance Company

Additional Life Coverage Highlights
[ABC Company, Inc.]**Suicide Exclusion**

This plan includes an exclusion for death resulting from suicide or other intentionally self-inflicted injury. The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death. This is subject to state variations.

Waiver of Premium Provision

The Standard may continue your Life Insurance without premium payments if you:

- Become *totally disabled* while insured under the *group policy*
- Are under the age of [00]
- Complete the *waiting period* of [000 days]
- Give us satisfactory proof of loss

[*Waiver of Premium* does not apply to AD&D Insurance.]

Portability

If your insurance ends because your employment terminates, you may be eligible to buy portable group insurance coverage. Please see your human resources representative for additional information. This is subject to state variations.

When Spouse and Child Coverage Ends

Your brochure includes information about when your insurance ends. Any *spouse* and *child* coverage will automatically end on the earliest of the following:

- Five months after the date you die
- The date your Life Insurance ends
- The date Dependents Life Insurance terminates under the *group policy*
- The date your *employer's* coverage under the *group policy* for Dependents Life Insurance terminates
- The date the last period ends for which a premium was paid for your Dependents Life Insurance
- When the *dependent* ceases to be an eligible *dependent*
- For your *spouse* the date of your divorce or legal separation
- For a *child* who is *disabled*, 90 days after we mail you a proof of *disability* request, if proof is not given]

Standard Insurance Company

Additional Life Coverage Highlights
[ABC Company, Inc.]**Accidental Death & Dismemberment (AD&D) Insurance**

With Additional Life and AD&D Insurance from Standard Insurance Company, you or your beneficiaries may be eligible to receive an additional amount in the event of death or dismemberment as a result of an accident.

AD&D Insurance Coverage Amount

The amount of this *AD&D Insurance Benefit* for *loss* of life is equal to the amount payable for Additional Life Insurance coverage on the date of the accident.

The amount of this *AD&D Insurance Benefit* for other covered *losses* is a percentage of the amount payable for Additional Life Insurance coverage on the date of the accident, as shown in the following table:

<u>Loss:</u>	<u>Percentage Payable:</u>
One hand or one foot	[50%]
Sight in one eye, [speech,] or hearing in both ears	[50%]
Two or more of the <i>Losses</i> listed above	[100%]
Thumb and index finger of the same hand	[25%]
Quadriplegia	[100%]
Hemiplegia	[50%]
Paraplegia	[50%]

Additional Features

Following are brief descriptions of features included in this plan. These features offer additional benefits when an *AD&D Insurance Benefit* is payable.

[Seat Belt Benefit	This provision provides an additional benefit in the event of a covered automobile accident.]
[Air Bag Benefit	This provision provides an additional benefit in the event of a covered automobile accident for which a <i>Seat Belt Benefit</i> is payable.]
[Family Benefits Package	Through this provision, your eligible family members may be entitled to receive additional financial help for child care, college or career training. Included are the <i>Child Care Benefit</i> , <i>Higher Education Benefit</i> and <i>Career Adjustment Benefit</i> .]
[Occupational Assault	This provision provides an additional benefit if you suffer death or dismemberment as a result of an act of workplace physical violence that is punishable by law.]
[Public Transportation	This provision provides an additional benefit in the event of death as a result of an accident that occurs while you are riding as a fare-paying passenger on public transportation.]
[Common Disaster Benefit	This provision provides an additional benefit to your <i>child</i> if both you and your <i>spouse</i> die as a result of the same accident for which an <i>AD&D Insurance Benefit</i> is payable for the <i>loss</i> of both lives.]
[Line of Duty Benefit	This provision provides an additional benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty.]

Limitations

The *loss* must occur solely by an accident and independently of all other causes, within 365 days after the accident. *Loss* of life must be evidenced by a certified copy of the death certificate. All other *losses* must be certified by a *physician* in the appropriate specialty as determined by us.

Exclusions

AD&D Insurance Benefits are not payable for death or dismemberment caused or contributed to by:

- *War* or act of *war*, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature
- Suicide or other intentionally self-inflicted *injury*, subject to state variations
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot
- Voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a *physician*
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above

When Coverage Ends

AD&D Insurance [for you and your *dependents*] will automatically end on the earliest of the following:

- The date your Life Insurance ends
- The date your *Waiver of Premium* begins
- The date *AD&D Insurance* terminates under the *group policy*
- The date the last period ends for which a premium was paid for your *AD&D Insurance*
- The date your *employer's* coverage under the *group policy* for *AD&D Insurance* terminates
- For your *dependents*, the date your Dependents Life Insurance ends
- The date your employment terminates

Group Insurance Certificate

If you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage. The information presented above is controlled by the *group policy* and does not modify it in any way. The controlling provisions are in the *group policy* issued by Standard Insurance Company.



TheStandard®

Standard Insurance Company
800.368.2859 Tel 800.378.6053 Fax
PO Box 2800 Portland OR 97208

Disability Insurance Claim Packet Instructions

Your Disability Benefit Claim

This packet contains the forms necessary to apply for disability benefits. It also addresses common questions about Disability claims. **Please save this material for your future reference.** For specific information about your Disability insurance coverage, refer to your group insurance certificate. The certificates are the ultimate authority for Disability claim decisions. If you need other information, please contact your employer's benefit administrator or call our customer service line at (800) 368-2859.

How To Apply For Benefits

The Disability benefits application includes claim forms and an Authorization.

1. Your employer should complete their portion of the claim form on page 2, before giving the packet to you.
2. Complete and sign your part of the claim form. Compare your responses to those of your employer to make sure you agree on all information, including **last day of work** and **sick leave** dates.
3. Your treating physician should complete the Attending Physician's Statement. If more than one physician is treating you for your disabling condition, each should complete a form. Additional forms are available from your employer's benefit administrator.
4. Sign and date the Authorization, and send it, along with the claim forms, to Standard Insurance Company (The Standard) at the above address. This authorization allows us to request further information about your claim, if necessary.

Once we receive your completed claim application, it will take approximately one week to make a claim decision. If we have not reached a decision within one week, you will be notified with the details.

Other Benefits That May Reduce Your Disability Benefits

Other benefits you receive may reduce the amount of Disability benefits due you. Your group insurance certificate lists these benefits, which may include, but are not limited to, sick leave, Workers' Compensation, State Disability, Social Security, and Retirement.

To avoid a possible overpayment of your claim, please inform The Standard if you receive other benefits.

When You Return To Work

Your disability benefits usually stop when you return to work. **Be sure that you or your employer notify The Standard immediately when you plan to return, or have returned to work to assure no overpayment occurs.**

Standard Insurance Company

800.368.2859 Tel 800.378.6053 Fax
 PO Box 2800 Portland OR 97208

Disability Insurance
 Employer/Employee Statement

TO BE COMPLETED BY EMPLOYER

Employee's Full Name:		Social Security No.:	Job Title: <i>(Please attach a copy of the job description.)</i>	1. Date Employed:
Work Location:	Address:		State:	Zip Code:
2. Is employee insured for Short Term Disability? <input type="checkbox"/> Yes <input type="checkbox"/> No Effective date: _____ Is employee insured for Long Term Disability? <input type="checkbox"/> Yes <input type="checkbox"/> No Effective date: _____ Is employee insured for Group Life Insurance through The Standard? <input type="checkbox"/> Yes <input type="checkbox"/> No		3. Is disability work related? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Undetermined 4. Has the employee filed for: Workers' Compensation <input type="checkbox"/> Yes <input type="checkbox"/> No State Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No Weekly Amount: _____		
5. Employee's earnings: \$ _____ <i>(Check one)</i> <input type="checkbox"/> hourly <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> annual <input type="checkbox"/> commission <input type="checkbox"/> other <input type="checkbox"/> shift differential <input type="checkbox"/> bonuses Date of last increase: _____ Earnings prior to increase: \$ _____		6. Last active day at work:		
8. Date employee returned to work:		9. Last day through which sick leave benefits were paid by employer:		7. Job status when disability began: <input type="checkbox"/> Full-time (____ hours/week) <input type="checkbox"/> Part-time (____ hours/week)
11. Is employee subject to: Social Security taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No Medicare taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. What percentage of the STD premium does the employer pay? _____% What percentage of the LTD premium does the employer pay? _____% Has either percentage changed within the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No Are employer paid premiums included in the employee's salary? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
13. Are employee premiums paid with pre-tax dollars (IRC Section 125 cafeteria plans)? <input type="checkbox"/> Yes <input type="checkbox"/> No		10. Last day through which any compensation was paid by employer:		
Employer:	Location Code:	Phone No.:	Policy No.:	
Mailing Address:		City:	State:	Zip Code:
Acknowledgement I hereby certify that the answers I have made to the foregoing questions are both complete and true to the best of my knowledge and belief. I acknowledge that I have read the fraud notice on page 3 of this form.				
Signature:			Date:	

TO BE COMPLETED BY EMPLOYEE

Full Name:	Social Security No.:	Phone No.:		
Birthdate:	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	No. of Dependent Children:	Birthdate of Youngest:	
Address:		City:	State:	Zip Code:
1. Is your disability work related? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Have you filed a Workers' Compensation claim? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Do you intend to file? <input type="checkbox"/> Yes <input type="checkbox"/> No		4. Last active day at work:		
5. Date you became unable to work at your occupation because of disability:		6. Date you returned or expect to return to work:		
7. <input type="checkbox"/> Accident. When and where did it happen? <input type="checkbox"/> Illness. When did you first notice and what is the nature of your disability?		8. How does your disability prevent you from working? 9. Have you had a previous disability claim with The Standard? <input type="checkbox"/> Yes <input type="checkbox"/> No		
		10. Pregnancy: Expected delivery date: _____ Actual delivery date: _____ Type of delivery: <input type="checkbox"/> Vaginal <input type="checkbox"/> C-section		
Acknowledgement I hereby certify that the answers I have made to the foregoing questions are both complete and true to the best of my knowledge and belief. I acknowledge that I have read the fraud notice on page 3 of this form.				
Signature:			Date:	

Standard Insurance Company

800.368.2859 Tel 800.378.6053 Fax
PO Box 2800 Portland OR 97208

**Disability Insurance
Claim Form Fraud Notices**

Some states require us to provide the following information to you:

CALIFORNIA RESIDENTS

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO RESIDENTS

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to the policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA RESIDENTS

Any person who knowingly and with intent to injure, defraud or deceive an insurance company, files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree.

NEW JERSEY RESIDENTS

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

PENNSYLVANIA RESIDENTS

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ALL OTHER RESIDENTS

Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

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 PO Box 2800 Portland OR 97208

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Standard Insurance Company

800.368.2859 Tel 800.378.6053 Fax
PO Box 2800 Portland OR 97208

Disability Insurance
Authorization to Obtain Information

I AUTHORIZE THESE PERSONS having any records or knowledge of me or my health:

- Any physician, medical practitioner or health care provider.
- Any hospital, clinic, pharmacy or other medical or medically related facility or association.
- Any insurance or annuity company.
- Any employer or plan sponsor.
- Any organization or entity administering a benefit program or an annuity program.
- Any educational, vocational or rehabilitational organization or program.
- Any consumer reporting agency, financial institution, accountant, or tax preparer.
- Any government agency (for example, Social Security Administration, Public Retirement System, Railroad Retirement Board, etc.).

TO GIVE THIS INFORMATION:

- Charts, notes, x-rays, operative reports, lab and medication records and all other medical information about me, including medical history, diagnosis, testing and test results. Prognosis and treatment of any physical or mental condition, including:
 - Any disorder of the immune system, including HIV, Acquired Immune Deficiency Syndrome (AIDS) or other related syndromes or complexes.
 - Any communicable disease or disorder.
 - Any psychiatric or psychological condition, including test results, but excluding psychotherapy notes. Psychotherapy notes do not include a summary of diagnosis, functional status, the treatment plan, symptoms, prognosis and progress to date.
 - Any condition, treatment, or therapy related to substance abuse, including alcohol and drugs.

and:

- Any non-medical information requested about me, including such things as education, employment history, earnings or finances, or eligibility for other benefits including retirement benefits and retirement plan contributions (for example, Social Security Administration, Public Retirement System, Railroad Retirement Board, claims status, benefit amounts and effective dates, etc.).

TO STANDARD INSURANCE COMPANY (THE STANDARD).

- I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct the persons and organizations identified above to release and disclose my entire medical record without restriction. I understand that The Standard will use the information to determine my eligibility or entitlement for insurance benefits.
- I understand and agree that this authorization shall remain in force throughout the duration of my claim for benefits with The Standard. I understand that I have the right to refuse to sign this authorization and a right to revoke this authorization at any time by sending a written statement to The Standard, except to the extent it has been relied upon to disclose requested records. A revocation of the authorization, or the failure to sign the authorization, may impair The Standard's ability to evaluate or process my claim and may be a basis for denying my claim for benefits.
- I understand that in the course of conducting its business, The Standard may disclose to other parties information it has about me. The Standard may release this information about me to a reinsurer, a plan administrator, or any person performing business or legal services for The Standard in connection with my claim.
- I understand that The Standard complies with state and federal laws and regulations enacted to protect my privacy. I also understand that the information disclosed to The Standard pursuant to this authorization may be subject to redisclosure with my authorization or as otherwise permitted or required by law. (Disability coverage is not subject to the Privacy Rules of the Health Insurance Portability and Accountability Act [HIPAA] and therefore the release of information to The Standard is not protected under the Act.)
- I acknowledge that I have read the authorization and the state variations (if applicable) on page 7. A photocopy or facsimile of this authorization is as valid as the original and will be provided to me upon request.

Name (please print)

Social Security No.

Signature of Claimant/Representative

Date

If signature is provided by legal representative (e.g., Attorney in Fact, guardian or conservator), please attach documentation of legal status.

This Authorization is a two-page document. Please see page 7 for additional terms and information. Both pages are part of the Authorization.

Standard Insurance Company

800.368.2859 Tel 800.378.6053 Fax
PO Box 2800 Portland OR 97208

**Disability Insurance
Authorization to Obtain Information**

Some states require us to provide the following information to you and to those persons and entities disclosing information about you:

FOR RESIDENTS OF MINNESOTA

This authorization excludes the release of information about HBV (Hepatitis B Virus), HCV (Hepatitis C Virus), or HIV (Human Immunodeficiency Virus) tests which were administered (1) to a criminal offender or crime victim as a result of a crime that was reported to the police; (2) to a patient who received the services of emergency medical services personnel at a hospital or medical care facility; (3) to emergency medical personnel who were tested as a result of performing emergency medical services. The term "emergency medical personnel" includes individuals employed to provide pre-hospital emergency services; licensed police officers, firefighters, paramedics, emergency medical technicians, licensed nurses, rescue squad personnel, or to other individuals who serve as volunteers of an ambulance service who provide emergency medical services; crime lab personnel, correctional guards, including security guards, at the Minnesota security hospital, who experience a significant exposure to an inmate who is transported to a facility for emergency medical care; and other persons who render emergency care or assistance at the scene of an emergency, or while an injured person is being transported to receive medical care and who would qualify for immunity under the good samaritan law.

FOR RESIDENTS OF NEW MEXICO

The state of New Mexico requires us to provide you with the following information pursuant to its Domestic Abuse Insurance Protection Act.

The accompanying Authorization to Obtain Information allows Standard Insurance Company to obtain personal information as it determines your eligibility for insurance benefits. The information obtained from you and from other sources may include confidential abuse information. "Confidential abuse information" means information about acts of domestic abuse or abuse status, the work or home address or telephone number of a victim of domestic abuse or the status of an applicant or insured as a family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close personal, family or abuse-related counseling relationship. With respect to confidential abuse information, you may revoke this authorization in writing, effective ten days after receipt by The Standard, understanding that doing so may result in a claim being denied or may adversely affect a pending insurance action.

The Standard is prohibited by law from using abuse status as a basis for denying, refusing to issue, renew or reissue or canceling or otherwise terminating a policy, restricting or excluding coverage or benefits of a policy or charging a higher premium for a policy.

Upon written request you have the right to review your confidential abuse information obtained by The Standard. Within 30 business days of receiving the request, The Standard will mail you a copy of the information pertaining to you. After you have reviewed the information, you may request that we correct, amend or delete any confidential abuse information which you believe is incorrect. The Standard will carefully review your request and make changes when justified. If you would like more information about this right or our information practices, a full notice can be obtained by writing to us.

If you wish to be a protected person (a victim of domestic abuse who has notified The Standard that you are or have been a victim of domestic abuse) and participate in The Standard's location information confidentiality program, your request should be sent to the same address above.



TheStandard®

Standard Insurance Company
 Life Benefits Department
 PO Box 2800 Portland OR 97208 800.628.8600 Tel

**Life Insurance Benefits
 Application Instructions**

Please Read Carefully

The application for life insurance benefits consists of the forms included in this packet, as well as the additional information noted under item 1 below. Please fill out every space on the Proof of Death form to avoid delays in our examination of your application for benefits. If a section does not apply, or information is not available, please write "NONE" in the space, so that we know you did not overlook the particular question. **If an incomplete form is received, it may be returned for completion.**

1. Include the following information with the Proof of Death form.

- Beneficiary Statement(s).
(See attached. If there is more than one beneficiary, please make a copy of the front and back of the statement.)
- Certified death certificate.
- All original enrollment forms and change of beneficiary cards.
- For AD&D and Seat Belt claims, attach newspaper clippings, police or accident reports, and any other information available regarding the accident.

2. Please have the beneficiary(ies) carefully read and complete the Beneficiary Statement which contains information about taxes and the Standard Secure Access account.

Beneficiaries may receive their funds via Standard Secure Access (SSA) in accordance with the terms of the group policy. SSA is a convenient, interest-bearing checking account in which life insurance proceeds are deposited. With SSA, the beneficiary is able to earn interest on the life insurance proceeds while taking the time to weigh important financial decisions that often follow the death of a loved one.

The Beneficiary will be mailed a checkbook once the claim is approved. In addition, all SSA accountholders have access to 24-hour customer service via a voice response unit (VRU) and a dedicated customer service team.

Please make sure all required forms are completed and returned to our office. Our examination of the claim will begin when all completed forms are received. Should you have questions, our office is available to assist you. Please call (800) 628-8600 or email us at lifebenefits@standard.com.

Standard Insurance Company

Life Benefits Department
 PO Box 2800 Portland OR 97208 800.628.8600 Tel

Life Insurance Benefits
 Proof of Death Claim Form

Please type or print. Forms may be returned for unanswered questions.

Name of Deceased:				Effective Date of Member's Insurance:			
Social Security No.:				Date of Membership/Employment:			
Date of Birth:				Date member was last actively at work:		Had employment terminated prior to death? <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____	
Date of Death:				Reason member ceased working: <input type="checkbox"/> Death <input type="checkbox"/> Illness <input type="checkbox"/> Other (explain) _____			
If Dependent Claim, Name of Member:				Last month premium was paid for member or dependent:			
Group Policy No.:		Insurance Class (see contract)		Monthly or annual salary: \$ _____			
Occupation:				Date of last salary increase:			
Amount of insurance claimed:				Salary prior to increase: \$ _____			
Basic Life \$ _____		Dependents Life \$ _____		Usual number of hours employee worked per week:			
Additional Life \$ _____		Other (specify) \$ _____		Amount of monthly premium paid for the insured:			
Accidental Death \$ _____							
Member also had the following claims with Standard Insurance Company. (check all that apply)				Member was: (check all that apply)			
<input type="checkbox"/> Long Term Disability				<input type="checkbox"/> Full-time <input type="checkbox"/> Union <input type="checkbox"/> Hourly			
<input type="checkbox"/> Short Term Disability				<input type="checkbox"/> Part-time <input type="checkbox"/> Non-Union <input type="checkbox"/> Salaried			
<input type="checkbox"/> Waiver of Premium				<input type="checkbox"/> Commissioned <input type="checkbox"/> Active <input type="checkbox"/> Retired			
Name of Beneficiary	Social Security No.	Relation	Date of Birth	Address*		Phone	
*If the mailing address is a PO Box, we must have a street address in addition to the PO Box mailing address.							
Remarks:							
In addition to this form, the following items are required:							
<ul style="list-style-type: none"> Beneficiary Statement. Original enrollment forms and any subsequent beneficiary changes. 			<ul style="list-style-type: none"> Certified death certificate. For AD&D and Seat Belt Claims, newspaper clippings, police and accident reports, or other information regarding the accident. 				
Acknowledgment							
I hereby certify that the answers I have made to the foregoing questions are both complete and true to the best of my knowledge and belief. I acknowledge that I have read the fraud notice on page 3 of this form.							
Signature of Benefit Administrator _____			Date _____	Name of Employer or Association _____			
Benefit Administrator's Name (Please print) _____			Street Address _____				
(_____) _____			City _____	State _____		Zip Code _____	
Phone No. _____							
Payments paid via SSA will be sent directly to beneficiary, payments paid via check will be sent to policyholder, unless requested otherwise.							

Standard Insurance Company

Life Benefits Department
 PO Box 2800 Portland OR 97208 800.628.8600 Tel

**Life Insurance Benefits
 Claim Form Fraud Notices**

Some states require us to provide the following information to you:

CALIFORNIA RESIDENTS

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO RESIDENTS

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to the policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA RESIDENTS

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

FLORIDA RESIDENTS

Any person who knowingly and with intent to injure, defraud or deceive an insurance company, files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree.

MARYLAND AND RHODE ISLAND RESIDENTS

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim, containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

PENNSYLVANIA RESIDENTS

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ALL OTHER RESIDENTS

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Standard Insurance Company

Life Benefits Department
 PO Box 2800 Portland OR 97208 800.628.8600 Tel

Life Insurance Benefits
 Beneficiary Statement

Tax Information

Under the Federal Income Tax law, we are required to request that you (*as the payee*) provide Standard Insurance Company (*as payor*) with your correct Social Security Number or Taxpayer Identification Number.

Please read and complete the following information in order to comply with Federal Income Tax law.

Certification — Under Penalties Of Perjury, I Certify That:

1. The number shown on this form is my correct Social Security/Taxpayer Identification Number (*or I am waiting for a number to be issued to me*), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions — You must cross out item (2) if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Method Of Payment —

Standard Secure Access

Beneficiaries may receive their funds via Standard Secure Access (SSA) in accordance with the terms of the group policy. SSA is a convenient, interest-bearing checking account in which life insurance proceeds are deposited. With SSA, you are able to earn interest on the life insurance proceeds while taking the time to weigh important financial decisions that often follow the death of a loved one.

The Beneficiary will be mailed a checkbook, once the claim is approved. In addition, all SSA accountholders have access to 24-hour customer service via a voice response unit (VRU) and a dedicated customer service team.

If you decide to assign a portion of your benefits to a funeral home, please include a notarized assignment form (*supplied by the funeral home*) and an itemized copy of the funeral bill. A separate check for the amount of the assignment will be delivered directly to the funeral home.

Acknowledgement			
I hereby certify that the answers I have made to the foregoing questions are both complete and true to the best of my knowledge and belief. I acknowledge that I have read the fraud notice on page 5 of this form.			
Signature of Beneficiary (<i>please use dark ink and sign as you would a check</i>)		Relationship to Deceased	
Name (<i>please print</i>)		Date of Birth	
Social Security Number (<i>required</i>)			
Mailing Address (<i>if this is a PO Box, a street address is required</i>)		City	State Zip Code
Street Address (<i>only if your mailing address is a PO Box</i>)		City	State Zip Code
Work Phone No.		Home Phone No.	

This Portion For Use By Standard Insurance Company Only

Claim No.(s) _____		Policy No.(s) _____	
Deposit Amount \$ _____		Division 037 Sub 107	
Code	402 <input type="checkbox"/>	403 <input type="checkbox"/>	404 <input type="checkbox"/>
	405 <input type="checkbox"/>	406 <input type="checkbox"/>	407 <input type="checkbox"/>
	<input type="checkbox"/> M		<input type="checkbox"/> F
Transmittal Date _____		Authorized Signature _____	

Policyholder	Name of Deceased: _____
Use Only	Group Policy No.: _____

Standard Insurance Company

Life Benefits Department
 PO Box 2800 Portland OR 97208 800.628.8600 Tel

**Life Insurance Benefits
 Beneficiary Statement Fraud Notices**

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WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

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STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
 900 SW Fifth Avenue
 Portland, Oregon 97204-1282
 (503) 321-7000

GROUP LIFE INSURANCE POLICY

Policyholder:	Sample Life Basic Plan
Policy Number:	720125-A
Effective Date:	November 1, 2007

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

GP190-LIFE/S399

THIS POLICY IS NOT AVAILABLE IN NEW YORK

This is a sample policy. Product availability, plan provisions and features may vary by state. The proposed premium rate and plan design is based on the underwriting data received by us. Final premium rates and plan provisions will be determined on the basis of: applicable state laws, Policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

Table of Contents

COVERAGE FEATURES.....	1
GENERAL POLICY INFORMATION.....	1
BECOMING INSURED.....	1
PREMIUM CONTRIBUTIONS.....	2
SCHEDULE OF INSURANCE	2
REDUCTIONS IN INSURANCE	3
OTHER BENEFITS.....	4
OTHER PROVISIONS	4
PREMIUM RATES AND RENEWALS.....	5
LIFE INSURANCE	6
A. Insuring Clause	6
B. Amount Of Life Insurance	6
C. Changes In Life Insurance.....	6
D. Repatriation Benefit	6
E. When Life Insurance Becomes Effective	6
F. When Life Insurance Ends.....	7
G. Reinstatement Of Life Insurance.....	7
DEPENDENTS LIFE INSURANCE	8
A. Insuring Clause	8
B. Amount Of Dependents Life Insurance.....	8
C. Changes In Dependents Life Insurance.....	8
D. Definitions For Dependents Life Insurance	8
E. Becoming Insured For Dependents Life Insurance.....	9
F. When Dependents Life Insurance Ends.....	10
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	10
A. Insuring Clause	10
B. Definition Of Loss For AD&D Insurance.....	10
C. Amount Payable	10
D. Changes In AD&D Insurance	10
E. AD&D Insurance Exclusions	10
F. Additional AD&D Benefits.....	11
G. Becoming Insured For AD&D Insurance	12
H. When AD&D Insurance Ends.....	13
ACTIVE WORK PROVISIONS	13
PORTABILITY OF INSURANCE	13
WAIVER OF PREMIUM	14
ACCELERATED BENEFIT.....	16
RIGHT TO CONVERT.....	17
CLAIMS.....	18
ASSIGNMENT	20
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS	21
ALLOCATION OF AUTHORITY	23
TIME LIMITS ON LEGAL ACTIONS.....	24
INCONTESTABILITY PROVISIONS.....	24
CLERICAL ERROR AND MISSTATEMENT	24
TERMINATION OR AMENDMENT OF THE GROUP POLICY	25
DEFINITIONS.....	25
POLICYHOLDER PROVISIONS	27

Index of Defined Terms

Accelerated Benefit, 16	Maximum Conversion Amount, 4
Active Work, Actively At Work, 13	Member, 1
AD&D Insurance, 25	Minimum Participation, 5
Air Bag System, 11	Minimum Participation Number, 5
Annual Earnings, 25	Minimum Participation Percentage, 5
Automobile, 11	Minimum Time Insured, 4
Beneficiary, 21	Noncontributory, 27
Child, 26	Notice of Rate Change, 5
Class Definition, 1	P.C. Partner, 27
Contributory, 27	Physician, 27
Conversion Period, 17	Policyholder, 1
Dependent, 8	Pregnancy, 27
Dependents Life Insurance, 27	Premium Due Dates, 5
Disabled, 26	Premium Rates, 5
Earnings Period, 4	Prior Plan, 27
Eligibility Waiting Period, 27	Proof Of Loss, 18
Employer(s), 1	Qualifying Event, 17
Evidence Of Insurability, 27	Qualifying Medical Condition, 16
Grace Period, 5	Recipient, 22
Group Policy, 27	Right To Convert, 17
Group Policy Effective Date, 1	Seat Belt System, 11
Group Policy Number, 1	Sickness, 27
Initial Rate Guarantee Period, 5	Spouse, 27
Injury, 27	Supplemental Life Insurance, 27
Insurance (for Accelerated Benefit), 17	Totally Disabled, 14
Insurance (for Right to Convert), 17	Waiting Period (for Waiver Of Premium), 15
Insurance (for Waiver Of Premium), 14	Waiver Of Premium, 14
L.L.C. Owner-Employee, 27	War, 10
Leave Of Absence Period, 4	You, Your (for Right To Convert), 17
Life Insurance, 27	
Loss (for AD&D Insurance), 10	

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	720125-A
Type of Insurance Provided:	
Life Insurance:	Yes
Supplemental Life Insurance:	Not applicable
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	Sample Life Basic Plan Private Group
Employer(s):	Sample Life Basic Plan Private Group
Group Policy Effective Date:	November 1, 2007
Policy Issued in:	Alaska

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:	<p>You are a Member if you are:</p> <ol style="list-style-type: none"> 1. An active employee of the Employer; and 2. Regularly working at least 30 hours each week. <p>You are not a Member if you are:</p> <ol style="list-style-type: none"> 1. A temporary or seasonal employee. 2. A leased employee. 3. An independent contractor. 4. A full time member of the armed forces of any country.
Class Definition:	None
Eligibility Waiting Period:	<p>You are eligible on one of the following dates:</p> <p>If you are a Member on the Group Policy Effective Date, you are eligible on that date.</p> <p>If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 90 consecutive days as a Member.</p>

Evidence of Insurability:

Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.

PREMIUM CONTRIBUTIONS

Life Insurance:	Noncontributory
AD&D Insurance:	Noncontributory
Dependents Life Insurance:	Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$100,000.

Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

For your Spouse:

Dependents Life Insurance Benefit: \$5,000

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit: \$3,000

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit: The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.

Air Bag Benefit: The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.

- Career Adjustment Benefit:** The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Child Care Benefit:** The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Higher Education Benefit:** The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand, one foot or sight of one eye	50%
c. Two or more of the Losses listed in b. above	100%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

REDUCTIONS IN INSURANCE

If you or your Spouse reaches an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life and AD&D Insurance:

Age of Member	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

Dependents Life Insurance:

Age of Spouse	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

 OTHER BENEFITS

Waiver Of Premium: Yes
 Accelerated Benefit: Yes

OTHER PROVISIONS

Limits on Right To Convert if
 Group Policy terminates
 or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$2,000

Leave Of Absence Period: 60 days

Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes

Minimum combined amount: \$5,000

Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance: Yes

Minimum combined amount: \$1,000

Maximum combined amount: \$5,000

For you:

AD&D Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

Annual Earnings based on:

Partners, L.L.C. Owner-Employees, Sole Proprietors, S-Corporation Shareholders and P.C. Partners: Annual compensation during the Employer's prior tax year (or the Policyholder's prior tax year if you are a P.C. partner).

All other Members: Earnings in effect on your last full day of Active Work.

Earnings Period for Commissions
 (see **Definitions**):

The preceding 12 calendar months.

PREMIUM RATES AND RENEWALS**Premium Rates:**

Life Insurance: \$.880 monthly per \$1,000 of Life Insurance

Dependents Life Insurance: \$2.880 monthly per Member electing Dependents Life Insurance, regardless of the number of Dependents covered

AD&D Insurance: \$.500 monthly per \$1,000 of AD&D Insurance

Premium Due Dates: November 1, 2007 and the first day of each calendar month thereafter.

Grace Period: 31 days

Initial Rate Guarantee Period: November 1, 2007 to November 1, 2009

Notice of Rate Change: 31 days

Minimum Participation:**Life Insurance:**

Number: 10 insured Members

Percentage: 100% of eligible Members

Dependents Life Insurance: 100% of eligible Dependents

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium was paid for your Life Insurance;
- 2. The date the Group Policy terminates;
- 3. The date your employment terminates; and
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
 - c. During the first 60 days of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
 - d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member

again within 90 days, the Eligibility Waiting Period will be waived.

2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

D. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

E. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for Life Insurance; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and
2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The date you apply if you apply within 31 days after you become eligible.

Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.

d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which meet all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
4. With respect to all other Losses, occurs within 365 days after the accident and is certified by a Physician in the appropriate specialty as determined by us.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and

any substantial armed conflict between organized forces of a military nature.

2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates, you are under age 65.

3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
4. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
 - a. The amount in effect on the day before you become Totally Disabled; and
 - b. The amount in effect one year before the date you become Totally Disabled.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60_TERMS 65) LI.WP.OT.2

ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

$A \times B \times C \text{ divided by } 365 = \text{interest charge.}$

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LIAB.OT.5

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.

2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LLRC.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim (or other benefits based on disability).
4. A description of any additional information needed to support the claim.
5. Information concerning the claimant's right to a review of our decision.
6. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for

review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim (or other benefits based on disability).
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

(2ND REV PRIV WRDG_NEW WOP WRDG) LLCL.OT.5

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LLAS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
 - d. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.
5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of your Spouse.
 - b. The parents of your Spouse.
 - c. The brothers and sisters of your Spouse.
 - d. Your estate.
6. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.

2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiary in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_25K SSA LUMP INSTALL_SPOUSE DEF TERM) LI.BB.OT.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LTL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

L.I.N.OT.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LL.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LL.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**).

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Annual Earnings means your annual compensation from the Policyholder during the Policyholder's prior tax year. If you are a P.C. Partner, Annual Earnings means your annual compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your annual compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

1. Your ordinary income (loss) from trade or business activity(ies).
2. Your guaranteed payments, if you are a Partner.
3. Your net profit from business.
4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Annual Earnings will be 12 times your average monthly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

1. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
2. Shift differential pay.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Any other extra compensation.

C. All Members

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
2. Stock options or stock bonuses.

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild, if living in your home;

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your

Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

(K1_REG_WITH COM_NO STOCK) LI.DF.OT.5

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates for Supplemental Life Insurance upon 31 days written notice, but not more often than once in any calendar year.

We may change any other Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each Insured Member. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LI.PH.OT.4

ALI99

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
 900 SW Fifth Avenue
 Portland, Oregon 97204-1282
 (503) 321-7000

GROUP LONG TERM DISABILITY INSURANCE POLICY

Policyholder:	Sample K2000 Public Group
Policy Number:	720100-A
Effective Date:	November 1, 2007

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

GP190-LTD/S399

THIS POLICY IS NOT AVAILABLE IN CALIFORNIA, MARYLAND, OR NEW YORK

This is a sample policy. Product availability, plan provisions and features may vary by state. The proposed premium rate and plan design is based on the underwriting data received by us. Final premium rates and plan provisions will be determined on the basis of: applicable state laws, Policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

Table of Contents

COVERAGE FEATURES.....	1
GENERAL POLICY INFORMATION.....	1
SCHEDULE OF INSURANCE	1
PREMIUM CONTRIBUTIONS.....	2
PREMIUM AND RENEWALS	2
INSURING CLAUSE	3
BECOMING INSURED	3
WHEN YOUR INSURANCE BECOMES EFFECTIVE.....	3
ACTIVE WORK PROVISIONS	4
CONTINUITY OF COVERAGE	5
WHEN YOUR INSURANCE ENDS	5
CONTINUED INSURANCE DURING SCHOOL VACATIONS	6
WAIVER OF PREMIUM	6
REINSTATEMENT OF INSURANCE.....	6
DEFINITION OF DISABILITY.....	6
RETURN TO WORK PROVISIONS.....	7
REASONABLE ACCOMMODATION EXPENSE BENEFIT	9
REHABILITATION PLAN PROVISION	9
TEMPORARY RECOVERY.....	9
WHEN LTD BENEFITS END	10
PREDISABILITY EARNINGS.....	10
DEDUCTIBLE INCOME.....	11
EXCEPTIONS TO DEDUCTIBLE INCOME	13
RULES FOR DEDUCTIBLE INCOME	13
SUBROGATION.....	14
SURVIVORS BENEFIT	14
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED	14
EFFECT OF NEW DISABILITY	15
DISABILITIES EXCLUDED FROM COVERAGE	15
DISABILITIES SUBJECT TO LIMITED PAY PERIODS.....	16
LIMITATIONS.....	17
CLAIMS.....	17
ALLOCATION OF AUTHORITY	19
TIME LIMITS ON LEGAL ACTIONS.....	20
INCONTESTABILITY PROVISIONS.....	20
CLERICAL ERROR, AGENCY, AND MISSTATEMENT	20
TERMINATION OR AMENDMENT OF THE GROUP POLICY	21
DEFINITIONS.....	21
POLICYHOLDER PROVISIONS	22

Index of Defined Terms

Active Work, Actively At Work, 4	Maximum LTD Benefit, 2
Allowable Periods, 9	Member, 1, 3
Any Occupation, 7	Mental Disorder, 16
Any Occupation Period, 1	Minimum LTD Benefit, 2
	Minimum Participation Number, 2
	Minimum Participation Percentage, 2
Benefit Waiting Period, 2, 21	
	Noncontributory, 22
Class Definition, 1	
Contributory, 21	Other Limited Conditions, 16
CPI-W, 21	Own Occupation, 7
	Own Occupation Period, 1
Deductible Income, 11	
Disabled, 6	P.C. Partner, 22
	Physical Disease, 22
Eligibility Waiting Period, 1	Physician, 22
Employer, 21	Policyholder, 1
Employer(s), 1	Predisability Earnings, 10
Evidence Of Insurability, 4	Preexisting Condition, 15
	Pregnancy, 22
Grace Period, 23	Premium Due Dates, 2
Group Policy, 21	Premium Rates, 2
Group Policy Effective Date, 1	Prior Plan, 22
Group Policy Number, 1	
	Reasonable Accommodation Expense
Hospital, 16	Benefit, 9
	Rehabilitation Plan, 9
Indexed Predisability Earnings, 22	
Initial Rate Guarantee Period, 2	Substance Abuse, 16
Injury, 22	Survivors Benefit, 14
L.L.C. Owner-Employee, 22	Temporary Recovery, 9
LTD Benefit, 22	
	War, 15
Material Duties, 7	Work Earnings, 8
Maximum Benefit Period, 2, 22	

COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	720100-A
Policyholder:	Sample K2000 Public Group
Employer(s):	Sample K2000 Public Group
Group Policy Effective Date:	November 1, 2007
Policy Issued in:	Alaska

Member means:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	<p>You are eligible on one of the following dates:</p> <p>If you are a Member on the Group Policy Effective Date, you are eligible on that date.</p> <p>If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 90 consecutive days as a Member.</p>
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Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit:	60% of the first \$16,667 of your Predisability Earnings, reduced by Deductible Income.
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Maximum:	\$10,000 before reduction by Deductible Income.
Minimum:	\$100
Benefit Waiting Period:	90 days.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
61 or younger	To age 65, or 3 years 6 months, if longer.
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

PREMIUM AND RENEWALS

Premium Rates:	
LTD Insurance:	0.880% of the first \$16,667 of each insured Member's insured Predisability Earnings.
Premium Due Dates:	November 1, 2007 and the first day of each calendar month thereafter.
Initial Rate Guarantee Period:	November 1, 2007 to November 1, 2009
Minimum Participation Number:	10 insured Members
Minimum Participation Percentage:	100% of eligible Members

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

CONTINUITY OF COVERAGE

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

(PX) LT.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
 - d. During the Benefit Waiting Period.

LT.EN.OT.1

CONTINUED INSURANCE DURING SCHOOL VACATIONS

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.

LT.SV.OT.1

WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
 - a. If you become insured again within 90 days.
 - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

LT.RE.OT.1

DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
 - B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWN_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
 - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
 - b. Determine 100% of your Indexed Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

A. Allowable Periods

1. During the Benefit Waiting Period: a total of 30 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. However, if you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, your Predisability Earnings will be based on your Employer's prior tax year or the Policyholder's prior tax year if you are a P.C. Partner. Any subsequent change in your earnings after that last day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

1. Your ordinary income from trade or business activity(ies).
2. Your guaranteed payments, if you are a Partner.
3. Your net profit from business.
4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

Predisability Earnings means your monthly rate of earnings from your Employer, including:

1. Commissions averaged over the preceding 12 months or over the period of your employment if less than 12 months.
2. Shift differential pay.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.

3. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

C. All Members

Predisability Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
2. Stock options or stock bonuses.

(K1_REG WITH COM_NO STOCK) LT.PD.OT.1

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
 - b. Determine 100% of your Indexed Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
 - a. A workers' compensation law;
 - b. The Jones Act;
 - c. Maritime Doctrine of Maintenance, Wages, or Cure;
 - d. Longshoremen's and Harbor Worker's Act; or
 - e. Any similar act or law.

4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
 - a. The Federal Social Security Act;
 - b. The Canada Pension Plan;
 - c. The Quebec Pension Plan;
 - d. The Railroad Retirement Act; or
 - e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST_PUB_WITH 3RD) LT.DI.OT.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
 - a. Your surviving spouse;
 - b. Your surviving unmarried children, including adopted children, under age 25;
 - c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
 - d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL) LT.SB.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage**, **Disabilities Subject To Limited Pay Periods**, and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Preexisting Condition

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
 - i. Consulted a physician or other licensed medical professional;
 - ii. Received medical treatment, services or advice;
 - iii. Undergone diagnostic procedures, including self-administered procedures;
 - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDENT) LT.XD.OT.1

DISABILITIES SUBJECT TO LIMITED PAY PERIODS**A. Mental Disorders, Substance Abuse and Other Limited Conditions**

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

1. Mental Disorders;
2. Substance Abuse; or
3. Other Limited Conditions.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Other Limited Conditions means chronic fatigue conditions (such as chronic fatigue syndrome, chronic fatigue immunodeficiency syndrome, post viral syndrome, limbic encephalopathy, Epstein-Barr virus infection, herpes virus type 6 infection, or myalgic encephalomyelitis), any allergy or sensitivity to chemicals or the environment (such as environmental allergies, sick building syndrome, multiple chemical sensitivity syndrome or chronic toxic encephalopathy), chronic pain conditions (such as fibromyalgia, reflex sympathetic dystrophy or myofascial pain), carpal tunnel or repetitive motion syndrome, temporomandibular joint disorder, or cranio-mandibular joint disorder.

However, Other Limited Conditions does not include neoplastic diseases, neurologic diseases, endocrine diseases, hematologic diseases, asthma, allergy-induced reactive lung disease, tumors, malignancies, or vascular malformations, demyelinating diseases, or lupus.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled

as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.

2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

LT.LP.OT.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

(REV PUB WRDG) LT.CL.OT.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable; and

- d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.

2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

LT.DF.OT.1

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance.

C. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.

2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 31 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 31 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 31 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the applications of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of their provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LT.PH.OT.1

AK/LTDP2000



Eligibility Feed Specifications

Customer Name v1.0

Effective Date: [Click here to enter a date.](#)

Standard Insurance Company (The Standard) uses eligibility feeds containing employee information in support of our telephonic intake, absence management and claim adjudication processes. Data from these feeds contribute to improve employee experience, reduce the burden on employer Human Resources departments, and make The Standard's administration of your plans more efficient.

This document is intended to provide the following information:

- Feed implementation schedule and critical path milestones that must be met to ensure the feed is ready on your effective date
- Feed and delivery specifications, including file transmission method, file naming convention, and other logistical information

Ensuring a Successful Feed Implementation

The most important factors to successfully implementing a data feed are as follows:

- Prior to initial discussions about the feed, resources with knowledge of the Policyholder's source system should review what information is available to provide on the feed.
- Both business decision makers and technical resources should be available for the data specifications discussions.
- After test files are sent, resources at the Policyholder should remain available to make necessary modifications to match the data feed specifications and re-send test files as necessary.
- The milestones reflected on the timeline below are critical to ensuring a successful implementation for the eligibility file feed. Significant delays from the target dates may result in a delayed file feed implementation date.
- Any processing of additional files or use of another format than those specified below may add complexity, time and cost to the feed implementation schedule.

Implementation Timeline

Activities	Deliverable from Policyholder	Due Date
Feed and Data Specifications <i>Determine data included, how it is packaged, and method of transfer</i>	The feed discussions end with a formal sign off of specifications via email. When a TPA is involved, both you and your TPA must sign off.	Click here to enter a date.
Testing Phase I: Test File #1 <i>Test accuracy of the specs finalized during specifications, and mapping file</i>	File generated from your test system including all possible data variations we could expect in the production data file. NOTE: The due date is for a test file that has <u>no known issues</u> . The first test files should be sent earlier than this date, i.e. as soon as they are ready for The Standard to review.	Click here to enter a date.
Testing Phase II: Test File #2 <i>Transfer the file electronically to test the new connection and ensure the full data set is correctly processed through the system</i>	File generated from your test system including all possible data variations we could expect in the production data file. NOTE: This is a <u>production-like</u> test file.	Click here to enter a date.
Testing Phase III: Production File #1 <i>Final verification of production file, includes end user validation that data will support services offered</i>	Full file generated from your production system. NOTE: This is the Production Preview file.	Click here to enter a date.
Final Production File <i>Final file sent to be loaded into production</i>	Full file generated from your production system to be loaded into The Standard production system no later than one week before the go live date.	Click here to enter a date.
Go Live Date	Eligibility file is in place and ready for use.	Click here to

		enter a date.
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Resources

The Standard

Name	Role	Contact Information
Choose an item.	Implementation Manager	Phone: Choose an item. Email: Choose an item.
Choose an item.	Technical Implementation Lead	Phone: Choose an item. Email: Choose an item.
Click here to enter text.	Account Manager	Phone: Click here to enter text. Email: Click here to enter text.

Customer Name v1.0

Name	Role	Contact Information
Click here to enter text.	Click here to enter text.	Phone: Click here to enter text. Email: Click here to enter text.
Click here to enter text.	Click here to enter text.	Phone: Click here to enter text. Email: Click here to enter text.
Click here to enter text.	Click here to enter text.	Phone: Click here to enter text. Email: Click here to enter text.

Revision History

Date/Version	Section	Description of Revision	Author
	v1.0	Document	Initial draft

Outstanding Items

The following items are outstanding and could impact the file feed requirements:

#	Subject Area	Description	Assigned To	Current State of Resolution	Status
1					
2					
3					

**Eligibility Feed Specifications Document
Customer Name v1.0**

Feed and Delivery Specifications

Feed Specifications

- **File Name:** shortname_groupID_YYYYMMDD.csv.pgp
- **File Format:** Pipe (|) Delimited (default) Fixed Width
- **File Content:** Please note who will be included on file:
 All Employees* All Enrolled Employees
 *Sending all employees is required for Absence Management feeds, and should include part time and temporary employees.
 Ongoing after the initial full file load:
 Specify the number of times employees that terminate employment will be on the file:
 __ times (min 2 times)
 __ days (min 30 days)
 Other: [Click here to enter text.](#)
 Specify the type of file that will be sent.
 Full File (default) CDC (changes/updates only)

Delivery Specifications

- **File Method:** SFTP FTP, with PGP encryption
- **File Frequency:** Weekly Bi-Weekly
 Monthly Other: [Click here to enter text.](#)
- **Scheduled Day and Time:** We require that the file be sent on a regular schedule:
[Click here to enter text.](#)
- **Data Extraction Type:** Manual Automated/Scheduled
- **Delivery Type:** Manual Automated/Scheduled

Additional Information

- **Source System:** HRIS Payroll
 Enrollment Time Tracking
 Name of System: [Click here to enter text.](#)
- **Provided By:** Customer Customer's 3rd Party:
[Click here to enter text.](#)

Data Specifications

File Layout - Instructions

- Blank Positions
If data will not be included in the file for any of the optional data attributes, the field must be included as a blank position (two delimiters next to each other for pipe delimited files). A blank position is indicated with `<>` in column 1 in the file layout below.
- Feed will contain a header row (Column Headings) Yes No (default)
- If Domain Values column is populated, values must exactly match one or more of the values in that column, unless otherwise indicated.
- Required Data Format

Dates	YYYYMMDD
Currency	9999999999.99
Phone Numbers	9999999999

Customer Specific File Notes

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Minimum Data Required

Data in this section includes basic information about the employee and their employment.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
01	Required	Organization ID	Hard code value: "<>"	Not Null		Unique identifier provided by The Standard.
02	Required	Employer ID	Hard code value: "0"	Not Null		Unique identifier for the Employer provided by the Standard.
03	Required	Unique Employee ID Type	Hard code value: "<>"	Not Null	SSN EID	Indicator of whether the SSN or Employee ID is the unique key for this employee record.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
04	<input type="checkbox"/>	SSN		Format = 999999999 Not Null if Record Unique ID		Either this field or the Employee ID field is required, and will be the primary <u>unique</u> key for the employee. NOTE: SSNs cannot be duplicated on unique Employee IDs. Required for Absence Management with STD
05	<input type="checkbox"/>	Employee ID		Not Null if Record Unique ID		Either this field or the SSN field is required, and will be the primary <u>unique</u> key for the employee. Not Null if Record Unique ID. NOTE: SSNs cannot be duplicated on unique Employee IDs. Required for Absence Management.
06	Required	First Name		Not Null		Employee first name.
07	<input type="checkbox"/>	Middle Name				Employee middle name/initial.
08	Required	Last Name		Not Null		Employee last name.
09	<input type="checkbox"/>	Name Suffix		If not null, must match Domain Values	Generational: I II III IV JR SR	Employee name suffix, if applicable.
10	Required	Date of Birth		Not Null Format = YYYYMMDD		Employee date of birth.
11	<input type="checkbox"/>	Date of Death		Format = YYYYMMDD		Employee date of death.
12	Required	Gender		Not Null Must match Domain Values	M F U	Employee gender.
13	<input type="checkbox"/>	Marital Status		If not null, must match Domain Values	Common Law Divorced Domestic Partner Married Separated Single Unknown Widowed	Employee marital status. May be required for Absence Management. For example, if applying rule that spouses have to share leave time.
14	Required	Address Line 1		Not Null		Employee home address.
15	<input type="checkbox"/>	Address Line 2				Employee home address, line 2 if needed.
16	<input type="checkbox"/>	Address Line 3				Employee home address, line 3 if needed.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
17	Required	City		Not Null		City associated with employee home address.
18	Required	State/Province		Not Null for USA		State/Province (according to ISO standards) associated with employee home address.
19	Required	Postal Code		Not Null		Postal code associated with employee home address.
20	Required	Country		Not Null		Country code (according to ISO standards) associated with employee home address.
21	Required	Work State		Not Null		State/Province where an employee or member works; this may be different from the state they live in. Note: Work state determines state-specific correspondence.
22	Required	Most Recent Hire Date		Not Null Format = YYYYMMDD		Most current date of hire for employee. Note: Used for eligibility determination.
23	<input type="checkbox"/>	Original Hire Date		Format = YYYYMMDD		Date the employee was first employed by the client . Required for Absence Management when Adjusted Hire Date is not available
24	<input type="checkbox"/>	Adjusted Hire Date		Format = YYYYMMDD		Current hire date adjusted to include any previous employment. Often called 'Credited Service Date' Required for Absence Management
25	Required	Employment Termination Date		Format = YYYYMMDD		Date employment is terminated.
26	<input type="checkbox"/>	Non-Work Phone		Format = 9999999999		Telephone number where an employee or member can be reached after normal business hours.
27	<input type="checkbox"/>	Email Address				Employee email address. Required for Absence Management for employees who are Corporate Users, HR Users, or Supervisors so email notifications can be sent from the system.

Advanced Eligibility Determinations Data Specifications

Data in this section will reduce the administrative burden on the employer and allow for faster claim decisions. Therefore, some fields in this section may be required based on the contract language. If the data cannot be provided on the feed, it will be gathered through outreach to the employer.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
28	<input type="checkbox"/>	Job Title				Employee job title. May be required for Absence Management if administering fitness for duty.
29	<input type="checkbox"/>	Employment Status		If not null, must match Domain Values	Active Active Military – Overseas Active Military – USA Deceased Inactive Leave of Absence Leave of Absence FMLA Leave of Absence Military Paid Leave of Absence Retired Suspended Temporary Layoff Terminated Unpaid Leave of Absence	Employee's state of employment.
30	<input type="checkbox"/>	Scheduled Work Hours				Hours an employee works during the period specified in the Scheduled Work Hours Frequency specified (Field 31).
31	<input type="checkbox"/>	Scheduled Work Hours Frequency		If not null, must match Domain Values	Annual Weekly Monthly Daily Bi-Weekly Semi-Monthly Irregular	Period of time an employee works the Scheduled Work Hours (field 30).
32	<input type="checkbox"/>	Employee Pay Type		If not null, must match Domain Values	Hourly Salary Commission Salary + OT	The way an employee receives their pay.
33	<input type="checkbox"/>	Full/Part Time		If not null, must match Domain Values	Full Time Part Time F P	Full/Part time status of an employee.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
34	<input type="checkbox"/>	Exempt Status		If not null, must match Domain Values	Exempt Non-Exempt Y N	Exempt status of an employee.
35	<input type="checkbox"/>	Employment Type		If not null, must match Domain Values	Regular Temporary Seasonal	Type of employee.
36	<input type="checkbox"/>	Union Flag		If not null, must match Domain Values	Y N	Flag indicating employee affiliation with a union.
37	<input type="checkbox"/>	Union Name				Name of union with which employee or member is affiliated.
38	<input type="checkbox"/>	User Defined 1				Used for additional information, if needed.
39	<input type="checkbox"/>	User Defined 2				Used for additional information, if needed.
40	<input type="checkbox"/>	User Defined 3				Used for additional information, if needed.
41	<input type="checkbox"/>	User Defined 4				Used for additional information, if needed.
42	<input type="checkbox"/>	User Defined 5				Used for additional information, if needed.

Claim Outreach Data Specifications

Data in this section includes the contact information for the Human Resources personnel responsible for completing the employer section of the claim form. This data supports the **telephonic claim intake with outreach model**.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
43	Required	HR Contact Recipient	Hard code value that will display on the Employer Notification email (Attention: <>).			Name of individual or group receiving Employer Notification.
44	Required	HR Contact Email Address	Hard code value that Employer Notification email should be sent to.			Email address or alias that will receive the Employer Notification. Note: This value can be specific to each employee or the same for all employees.
45	<input type="checkbox"/>	HR Contact Work Phone		Format = 9999999999		HR contact phone number.
46	<input type="checkbox"/>	HR Contact Work Address 1				HR Contact work address.
47	<input type="checkbox"/>	HR Contact Work Address 2				HR Contact work address 2, if needed.
48	<input type="checkbox"/>	HR Contact Work City				HR Contact work city.
49	<input type="checkbox"/>	HR Contact Work State				HR Contact work state.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
50	<input type="checkbox"/>	HR Contact Work Postal Code				HR Contact work postal code.

Claim Reporting

Only needed if reports will be broken out in AdminEASE (STD and LTD for Claim Intake and LTD for Absence Management).
Policyholder defined reporting categories:

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
51	<input type="checkbox"/>	Reporting Category 1				Subsidiary name, division name, department name, work location, location code, etc that will be used to break out reports in AdminEASE.
52	<input type="checkbox"/>	Reporting Category 2				Subsidiary name, division name, department name, work location, location code, etc that will be used to break out reports in AdminEASE.
53	<input type="checkbox"/>	Reporting Category 3				Subsidiary name, division name, department name, work location, location code, etc that will be used to break out reports in AdminEASE.
54	<input type="checkbox"/>	Reporting Category 4				Subsidiary name, division name, department name, work location, location code, etc that will be used to break out reports in AdminEASE.
55	<input type="checkbox"/>	Reporting Category 5				Subsidiary name, division name, department name, work location, location code, etc that will be used to break out reports in AdminEASE.

Coverage Details

The following fields define products and services the employee and their dependents have either elected (voluntary) or are provided by the policyholder.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
56	<input type="checkbox"/>	STD Policy	Hard code value: "<>"	Format = 999999		STD Policy Number provided by The Standard.
57	<input type="checkbox"/>	STD Plan	Hard code value: "<>"			STD Plan Code provided by The Standard.
58	<input type="checkbox"/>	STD Product	Hard code value: "ST"	ST = Short Term Disability		STD Product Code provided by The Standard.
59	<input type="checkbox"/>	STD Employer Plan Code				Employer Plan Code that would uniquely identify the STD product.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain {Expected} Values	Definition of Value
60	<input type="checkbox"/>	STD Benefit Waiting Period		Number		Employee elected waiting period.
61	<input type="checkbox"/>	STD Benefit Percent				Employee elected percent of benefit.
62	<input type="checkbox"/>	STD Other Option				If needed, this would be the class, earnings multiplier, coverage amount, etc...
63	<input type="checkbox"/>	STD AM Class				Unique class number provided by The Standard for use by the Absence Management System.
64	<input type="checkbox"/>	STD Effective Date		Format = YYYYMMDD		Required when employee has STD coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
65	<input type="checkbox"/>	STD Termination Date		Format = YYYYMMDD		The last day the STD coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
66	<input type="checkbox"/>	LTD Policy	Hard code value: "<>"	Format = 999999		LTD Policy Number provided by The Standard.
67	<input type="checkbox"/>	LTD Plan	Hard code value: "<>"			LTD Plan Code provided by The Standard.
68	<input type="checkbox"/>	LTD Product	Hard code value: "LT"	LT = Long Term Disability		LTD Product Code provided by The Standard.
69	<input type="checkbox"/>	LTD Employer Plan Code				Employer Plan Code that would uniquely identify the LTD product.
70	<input type="checkbox"/>	LTD Benefit Waiting Period		Number		Employee elected waiting period.
71	<input type="checkbox"/>	LTD Benefit Percent				Employee elected percent of benefit.
72	<input type="checkbox"/>	LTD Selected Amount		Number		Employee elected benefit amount.
73	<input type="checkbox"/>	LTD Other Option				If needed, this would be the class, earnings multiplier, coverage amount, etc...
74	<input type="checkbox"/>	LTD AM Class				Unique class number provided by The Standard for use by the Absence Management System.
75	<input type="checkbox"/>	LTD Effective Date		Format = YYYYMMDD		Required when employee has LTD coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain {Expected} Values	Definition of Value
76	<input type="checkbox"/>	LTD Termination Date		Format = YYYYMMDD		The last day the LTD coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
77	<input type="checkbox"/>	LTD Termination Reason				Reason the LTD coverage terminated. Note: May be required for portability and conversion, if more robust capabilities are desired.
78	<input type="checkbox"/>	[Other Disability Coverage] Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
79	<input type="checkbox"/>	[Other Disability Coverage] Plan	Hard code value: "<>"			Plan Code provided by The Standard.
80	<input type="checkbox"/>	[Other Disability Coverage] Product	Hard code value: "<>"			Product Code provided by The Standard.
81	<input type="checkbox"/>	[Other Disability Coverage] Option 1				If needed, this would be the class, earnings multiplier, coverage amount, benefit percent, etc...
82	<input type="checkbox"/>	[Other Disability Coverage] Option 2				If needed, this would be the class, earnings multiplier, coverage amounts, benefit percent etc...
83	<input type="checkbox"/>	[Other Disability Coverage] Effective Date		Format = YYYYMMDD		Required when employee has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
84	<input type="checkbox"/>	[Other Disability Coverage] Termination Date		Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
85	<input type="checkbox"/>	Basic Life Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
86	<input type="checkbox"/>	Basic Life Plan	Hard code value: "A"			Plan Code provided by The Standard.
87	<input type="checkbox"/>	Basic Life Product	Hard code value: "BL"	BL = Basic Life		Product Code provided by The Standard.
88	<input type="checkbox"/>	Basic Life Amount		Number		Amount of Basic Life purchased.
89	<input type="checkbox"/>	Basic Life Other Option				If needed, this would be the class, earnings multiplier, coverage amount, benefit percent, etc...
90	<input type="checkbox"/>	Basic Life Effective Date		Format = YYYYMMDD		Required when employee has Basic Life coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
91	<input type="checkbox"/>	Basic Life Termination Date		Format = YYYYMMDD		The last day the Basic Life coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
92	<input type="checkbox"/>	Basic Life Termination Reason				Reason the coverage terminated. Note: May be required for portability and conversion, if more robust capabilities are desired.
93	<input type="checkbox"/>	Basic AD&D Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
94	<input type="checkbox"/>	Basic AD&D Plan	Hard code value: "A"			Plan Code provided by The Standard.
95	<input type="checkbox"/>	Basic AD&D Product	Hard code value: "BA"	BA = Basic AD&D		Product Code provided by The Standard.
96	<input type="checkbox"/>	Basic AD&D Other Option				Use this field, if the Basic AD&D amount is called out separately from Basic Life, to capture the unique class, earnings multiplier, coverage amounts, benefit percent etc...
97	<input type="checkbox"/>	Basic AD&D Effective Date		Format = YYYYMMDD		Required when employee has Basic AD&D coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain {Expected} Values	Definition of Value
98	<input type="checkbox"/>	Basic AD&D Termination Date		Format = YYYYMMDD		The last day the Basic AD&D coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
99	<input type="checkbox"/>	Additional Life Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
100	<input type="checkbox"/>	Additional Life Plan	Hard code value: "A"			Plan Code provided by The Standard.
101	<input type="checkbox"/>	Additional Life Product	Hard code value: "AL"	AL = Additional Life		Product Code provided by The Standard.
102	<input type="checkbox"/>	Additional Life Amount	Specify the amount selected: "<>", "<>", or "<>"	Number		Employee elected benefit amount.
103	<input type="checkbox"/>	Additional Life Earnings Multiplier	Specify the earnings multiplier selected: "<>", "<>", or "<>"			Employee elected earnings multiplier.
104	<input type="checkbox"/>	Additional Life Other Option				If needed, this would be the class, benefit percent, etc...
105	<input type="checkbox"/>	Additional Life Effective Date		Format = YYYYMMDD		Required when employee has Additional Life coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
106	<input type="checkbox"/>	Additional Life Termination Date		Format = YYYYMMDD		The last day the Additional Life coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
107	<input type="checkbox"/>	Additional AD&D Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
108	<input type="checkbox"/>	Additional AD&D Plan	Hard code value: "A"			Plan Code provided by The Standard.
109	<input type="checkbox"/>	Additional AD&D Product	Hard code value: "AA"	AA = Additional AD&D		Product Code provided by The Standard.
110	<input type="checkbox"/>	Additional AD&D Amount	Specify the amount selected: "<>", "<>", or "<>"			Employee elected benefit amount.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain {Expected} Values	Definition of Value
111	<input type="checkbox"/>	Additional AD&D Earnings Multiplier	Specify the earnings multiplier selected: "<>", "<>", or "<>"	Number		Employee elected earnings multiplier.
112	<input type="checkbox"/>	Additional AD&D Other Option				If needed, this would be the class, benefit percent, etc...
113	<input type="checkbox"/>	Additional AD&D Effective Date		Format = YYYYMMDD		Required when employee has Additional AD&D coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
114	<input type="checkbox"/>	Additional AD&D Termination Date		Format = YYYYMMDD		The last day the Additional AD&D coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
115	<input type="checkbox"/>	Spouse Life Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
116	<input type="checkbox"/>	Spouse Life Plan	Hard code value: "A"			Plan Code provided by The Standard.
117	<input type="checkbox"/>	Spouse Life Product	Hard code value: "XSL"	XSL = Spouse Life		Product Code provided by The Standard.
118	<input type="checkbox"/>	Spouse Life Amount	Specify the amount selected: "<>", "<>", or "<>"	Number		Spouse elected benefit amount.
119	<input type="checkbox"/>	Spouse Life Other Option				If needed, this would be the class, benefit percent, earnings multiplier, etc...
120	<input type="checkbox"/>	Spouse Life Effective Date		Format = YYYYMMDD		Required when employee's spouse has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective.
121	<input type="checkbox"/>	Spouse Life Termination Date		Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
122	<input type="checkbox"/>	Child Life Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain {Expected} Values	Definition of Value
123	<input type="checkbox"/>	Child Life Plan	Hard code value: "A"			Plan Code provided by The Standard.
124	<input type="checkbox"/>	Child Life Product	Hard code value: "XCL"	XCL = Child Life		Product Code provided by The Standard.
125	<input type="checkbox"/>	Child Life Amount	Specify the amount selected: "<>", "<>", or "<>"	Number		Child elected benefit amount.
126	<input type="checkbox"/>	Child Life Other Option				If needed, this would be the class, benefit percent, earnings multiplier, etc...
127	<input type="checkbox"/>	Child Life Effective Date		Format = YYYYMMDD		Required when employee's child has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
128	<input type="checkbox"/>	Child Life Termination Date		Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
129	<input type="checkbox"/>	[Other Life 1] Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
130	<input type="checkbox"/>	[Other Life 1] Plan	Hard code value: "A"			Plan Code provided by The Standard.
131	<input type="checkbox"/>	[Other Life 1] Product	Hard code value: "<>"			Product Code provided by The Standard.
132	<input type="checkbox"/>	[Other Life 1] Option 1				If needed, this would be the class, earnings multiplier, coverage amount, benefit percent, etc...
133	<input type="checkbox"/>	[Other Life 1] Option 2				If needed, this would be the class, earnings multiplier, coverage amounts, benefit percent etc...
134	<input type="checkbox"/>	[Other Life 1] Effective Date		Format = YYYYMMDD		Required when employee has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
135	<input type="checkbox"/>	[Other Life 1] Termination Date		Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
136	<input type="checkbox"/>	[Other Life 2] Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
137	<input type="checkbox"/>	[Other Life 2] Plan	Hard code value: "A"			Plan Code provided by The Standard.
138	<input type="checkbox"/>	[Other Life 2] Product	Hard code value: "<>"			Product Code provided by The Standard.
139	<input type="checkbox"/>	[Other Life 2] Option 1				If needed, this would be the class, earnings multiplier, coverage amount, benefit percent, etc...
140	<input type="checkbox"/>	[Other Life 2] Option 2				If needed, this would be the class, earnings multiplier, coverage amounts, benefit percent etc...
141	<input type="checkbox"/>	[Other Life 2] Effective Date		Format = YYYYMMDD		Required when employee has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
142	<input type="checkbox"/>	[Other Life 2] Termination Date		Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
143	<input type="checkbox"/>	[Other Coverage 1] Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
144	<input type="checkbox"/>	[Other Coverage 1] Plan	Hard code value: "<>"			Plan Code provided by The Standard.
145	<input type="checkbox"/>	[Other Coverage 1] Product	Hard code value: "SD"	SD = NJ TDB		Product Code provided by The Standard.
146	<input type="checkbox"/>	[Other Coverage 1] Option 1	N/A for SD NJ TDB			If needed, this would be the class, earnings multiplier, coverage amount, benefit percent, etc...

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
147	<input type="checkbox"/>	[Other Coverage 1] Option 2	N/A for SD NJ TDB			If needed, this would be the class, earnings multiplier, coverage amounts, benefit percent etc...
148	<input type="checkbox"/>	[Other Coverage 1] Effective Date	N/A for SD NJ TDB	Format = YYYYMMDD		Required when employee has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
149	<input type="checkbox"/>	[Other Coverage 1] Termination Date	N/A for SD NJ TDB	Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.
150	<input type="checkbox"/>	[Other Coverage 2] Policy	Hard code value: "<>"	Format = 999999		Policy Number provided by The Standard.
151	<input type="checkbox"/>	[Other Coverage 2] Plan	Hard code value: "<>"			Plan Code provided by The Standard.
152	<input type="checkbox"/>	[Other Coverage 2] Product	Hard code value: "SD"	SD = NY DBL		Product Code provided by The Standard.
153	<input type="checkbox"/>	[Other Coverage 2] Option 1	N/A for SD NY DBL			If needed, this would be the class, earnings multiplier, coverage amount, benefit percent, etc...
154	<input type="checkbox"/>	[Other Coverage 2] Option 2	N/A for SD NY DBL			If needed, this would be the class, earnings multiplier, coverage amounts, benefit percent etc...
155	<input type="checkbox"/>	[Other Coverage 2] Effective Date	N/A for SD NY DBL	Format = YYYYMMDD		Required when employee has coverage. This is the date the coverage begins. Populate only when a coverage becomes effective for an employee.
156	<input type="checkbox"/>	[Other Coverage 2] Termination Date	N/A for SD NY DBL	Format = YYYYMMDD		The last day the coverage is in effect; the coverage terminates at the end of this day. Termination Date is required in order for us to end the coverage in our system. Note: If the coverage was never in force, the Termination Date should be the same as the Effective Date or one day prior.

Earnings

Earnings information will assist with claim adjudication.

Earnings Details

○

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
157	<input type="checkbox"/>	Earnings Category 1		If not null, must match Domain Values	Payroll Scheduled Actual	The category the earnings being sent falls into.
158	<input type="checkbox"/>	Earnings Type 1		If not null, must match Domain Values	Hourly Salary Commission Bonus Pre-disability Earnings Shift Differential Frozen Pay	The type of earnings being sent.
159	<input type="checkbox"/>	Earnings Amount 1		Required if Earnings Type 1 is not null. Format = 999999999.99		The amount that will be used when calculating a benefit payment.
160	<input type="checkbox"/>	Earnings Expression 1		Required if Earnings Amount 1 is not null. Must match Domain Values	Annual Weekly Monthly Hourly Bi-Weekly Semi-Monthly Irregular	How the earnings amount (field 159) is expressed. <i>Bi-Weekly (26 periods)</i> <i>Semi-Monthly (24 periods)</i>
161	<input type="checkbox"/>	Pay Frequency 1		If not null, must match Domain Values	Weekly Monthly Bi-Weekly Semi-Monthly Annual Irregular	How often earnings are paid. <i>Bi-Weekly (26 periods)</i> <i>Semi-Monthly (24 periods)</i>
162	<input type="checkbox"/>	Earnings Effective Date 1		Required if Earnings Category 1 is Payroll.		Represents the effective date of the earnings period for the earnings amount (field 159).
163	<input type="checkbox"/>	Earnings Pay Date 1		Required if Earnings Category 1 is Payroll.		Date the earnings were paid

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain {Expected} Values	Definition of Value
164	<input type="checkbox"/>	Pay Start Date 1		Required if Earnings Category 1 is Payroll.		The date the amount was effective
165	<input type="checkbox"/>	Pay End Date 1		Required if Earnings Category 1 is Payroll.		The date the amount was no longer effective
166	<input type="checkbox"/>	Pay Period Hours 1				If sending payroll, please provide the hours worked during the pay period.
167	<input type="checkbox"/>	Earnings Category 2		If not null, must match Domain Values	Payroll Scheduled Actual	The category the earnings being sent falls into.
168	<input type="checkbox"/>	Earnings Type 2		If not null, must match Domain Values	Base Hourly Base Salary Commission Bonus Pre-disability Earnings Shift Differential Frozen Pay	The type of earnings being sent.
169	<input type="checkbox"/>	Earnings Amount 2		Required if Earnings Type 2 is not null. Format = 9999999999.99		The amount that will be used when calculating a benefit payment.
170	<input type="checkbox"/>	Earnings Amount Expression 2		Required if Earnings Amount 2 is not null. Must match Domain Values	Annual Weekly Monthly Hourly Bi-Weekly Semi-Monthly Irregular	How the earnings amount (field 169) is expressed. <i>Bi-Weekly (26 periods)</i> <i>Semi-Monthly (24 periods)</i>
171	<input type="checkbox"/>	Pay Frequency 2		If not null, must match Domain Values	Annual Weekly Monthly Bi-Weekly Semi-Monthly Irregular	How often earnings are paid. <i>Bi-Weekly (26 periods)</i> <i>Semi-Monthly (24 periods)</i>
172	<input type="checkbox"/>	Earnings Effective Date 2		Required if Earnings Category 2 is Payroll.		Represents the effective date of the earnings period for the earnings amount (field 169).
173	<input type="checkbox"/>	Earnings Pay Date 2		Required if Earnings Category 2 is Payroll.		Date the earnings were paid
174	<input type="checkbox"/>	Pay Start Date 2		Required if Earnings Category 2 is Payroll.		The date the amount was effective

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
175	<input type="checkbox"/>	Pay End Date 2		Required if Earnings Category 2 is Payroll.		The date the amount was no longer effective
176	<input type="checkbox"/>	Pay Period Hours 2				If sending payroll, please provide the hours worked during the pay period.

Absence Management

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
177	Required	Hours Worked in the Last 12 Months		Not Null		
178	Required	Hours Worked in the Last 12 Months THRU DATE		Not Null		
179	<input type="checkbox"/>	Supervisor/Manager Employee ID				Supervisor/Manager Employee ID information may be required depending on configuration for system access and correspondence.
180	<input type="checkbox"/>	HR Contact Employee ID				Some level of HR Contact information may be required depending on configuration for system access and correspondence.
181	<input type="checkbox"/>	Key Employee Indicator		If not null, must match Domain Values	Y N	Required if this rule is applied: Key Employees, who are not excluded from taking leave under FMLA, but for whom the employer may deny job reinstatement in certain situations.
182	<input type="checkbox"/>	Employee Count Indicator		If not null, must match Domain Values	Y N U	Required if this rule is applied: "not required to provide leave to employees who work in a location where there are less than 50 employees in a 75-mile radius". Y(es) means a location has 50 or more employees. N(o) means a location has less than 50 employees. U(nknown) means a location where the count fluctuates and there are no locations within a 75-mile radius.
183	<input type="checkbox"/>	Reporting Group 1				
184	<input type="checkbox"/>	Reporting Group 2				
185	<input type="checkbox"/>	Reporting Group 3				
186	<input type="checkbox"/>	Reporting Group 4				
187	<input type="checkbox"/>	Reporting Group 5				
188	<input type="checkbox"/>	Reporting Group 6				

Field	Include In File	Attribute	Comments/Instruction for Policyholder	Format and Data Rule(s)	Domain (Expected) Values	Definition of Value
189	<input type="checkbox"/>	Reporting Group 7				
190	<input type="checkbox"/>	Reporting Group 8				
191	<input type="checkbox"/>	Reporting Group 9				

PRODUCTION SUPPORT

CONTACT(S) FOR ONGOING SUPPORT

Customer Contacts	The Standard Contacts
Business ¹ Contact:	Business Contact: Click here to enter text.
Technical ² Contact:	Technical Contact: B2BDataTeam@standard.com (data specific) DATSupport@standard.com (file specific)

¹Contact for questions about data in the file.

²Contact for file questions (format, loading issues...).

Subscribe to one or more of the following automated email notifications:

File Acknowledgment	<input type="checkbox"/> File Received: This email will be sent when we successfully receive a file from you. <input type="checkbox"/> File Empty: This email will be sent if we receive a zero-byte file from you. <input type="checkbox"/> File Loaded: This email will be sent when we successfully load your file into our database. <input checked="" type="checkbox"/> File Missing: This email will be sent if we do not receive a file by the expected time.
Email subscriptions*:	<input type="checkbox"/> Received <input type="checkbox"/> Empty <input type="checkbox"/> Loaded <input checked="" type="checkbox"/> Missing - Email alias: <input type="checkbox"/> Received <input type="checkbox"/> Empty <input type="checkbox"/> Loaded <input type="checkbox"/> Missing - Email alias: <input type="checkbox"/> Received <input type="checkbox"/> Empty <input type="checkbox"/> Loaded <input type="checkbox"/> Missing - Email alias:

*We ask that you specify only email aliases (distribution lists) - not individual email addresses. This will give you full control over who receives email notifications (especially as specifications change over time), and will minimize data entry errors and delays on our end. You may specify multiple email aliases and each alias may subscribe to different notifications.

Note: This system does not account for holidays, since they differ from company to company and from year to year. Therefore, if you specify monthly delivery on the 25th calendar day of every month, then don't transfer a file on Christmas Day; you could receive a File Missing notification on 12/25 (which you obviously can ignore).



Costs

University of Idaho Life/AD&D & Disability RFP

Please complete this rate sheet as follows:

- Life/AD&D Only
- Disability Only
- Life and Disability

Carrier Name: Standard Insurance Company

Please Quote Life/AD&D Only Rates

Life Insurance - Basic

Benefit - Active Employees	Non-Tobacco User	Tobacco User
	Per \$1,000	Per \$1,000
1 x Base Salary	\$0.175	\$0.230
Flat \$50,000	\$0.150	\$0.200

Benefit - Retirees	Life
	Rate per \$1,000
Current Benefit - lower of employee salary as of 7/1/2007 or \$10,000	\$3.08

Optional Employee Life

Age	Non-Tobacco User	Tobacco User
	Per \$1,000	Per \$1,000
20 - 24	\$0.05	\$0.08
25 - 29	\$0.05	\$0.08
30 - 34	\$0.06	\$0.09
35 - 39	\$0.07	\$0.11
40 - 44	\$0.10	\$0.16
45 - 49	\$0.15	\$0.24
50 - 54	\$0.23	\$0.36
55 - 59	\$0.41	\$0.51
60 - 64	\$0.57	\$0.74
65 - 69	\$0.88	\$1.27
70 - 74	\$1.58	\$2.14
75+	\$1.58	\$2.14

Optional Spouse Life

Age	Non-Tobacco User	Tobacco User
	Rate Per \$1,000	Rate Per \$1,000
20 - 24	\$0.05	\$0.08
25 - 29	\$0.05	\$0.08
30 - 34	\$0.06	\$0.09
35 - 39	\$0.07	\$0.11
40 - 44	\$0.10	\$0.16
45 - 49	\$0.15	\$0.24
50 - 54	\$0.23	\$0.36
55 - 59	\$0.41	\$0.51
60 - 64	\$0.57	\$0.74
65 - 69	\$0.88	\$1.27
70 - 74	\$1.58	\$2.14
75+	\$1.58	\$2.14

Please Quote Disability Only Rates

Disability

Benefit - Active Employees	STD
	per \$10 of benefit
Basic 50% up to \$500 (per week)	\$0.082
Buy-Up 60% up to \$700 (per week)	\$0.046
Buy-Up 66 2/3% up to \$1,250 (per week)	\$0.071

Benefit - Active Employees	LTD
	per \$100 of salary
Basic 50% up to \$2,000 (per month)	\$0.200
Buy-Up 60% up to \$3,000 (per month)	\$0.155
Buy-Up 66 2/3% up to \$5,000 (per month)	\$0.300

Please provide sample calculations:

- STD**
 Basic 50% Plan
 Volume \$937,351 x .082 divided by 10 = \$7,686.28 monthly
 Buy-Up 60% Plan
 Volume \$220,670 x .046 divided by 10 = \$1,015.08 monthly
 Buy-Up 66 2/3% Plan
 Volume \$354,817 x .071 divided by 10 = \$2,519.20 monthly
- LTD**
 Basic 50% Plan
 Monthly Salary \$7,796,991 x .20 divided by 100 = \$15,593.98 monthly
 Buy-Up 60% Plan
 Monthly Salary \$2,068,958 x .155 divided by 100 = \$3,206.88 monthly
 Buy-Up 66 2/3% Plan
 Monthly Salary \$3,050,496 x .20 divided by 100 = \$6,100.99 monthly

Please Quote Life/AD&D and Disability Rates

The Standard's quoted rates are the same on a Stand Alone Basis or Combined Life/AD&D and Disability

Life Insurance - Basic

Benefit - Active Employees	Non-Tobacco User	Tobacco User
	Per \$1,000	Per \$1,000
1 x Base Salary	\$0.175	\$0.230
Flat \$50,000	\$0.150	\$0.200

Benefit - Retirees	Life
	Rate per \$1,000
Current Benefit - lower of employee salary as of 7/1/2007 or \$10,000	\$3.08

Optional Employee Life

Age	Non-Tobacco User	Tobacco User
	Per \$1,000	Per \$1,000
20 - 24	\$0.05	\$0.08
25 - 29	\$0.05	\$0.08
30 - 34	\$0.06	\$0.09
35 - 39	\$0.07	\$0.11
40 - 44	\$0.10	\$0.16
45 - 49	\$0.15	\$0.24
50 - 54	\$0.23	\$0.36
55 - 59	\$0.41	\$0.51
60 - 64	\$0.57	\$0.74
65 - 69	\$0.88	\$1.27
70 - 74	\$1.58	\$2.14
75+	\$1.58	\$2.14

Optional Spouse Life

Age	Non-Tobacco User	Tobacco User
	Rate Per \$1,000	Rate Per \$1,000
20 - 24	\$0.05	\$0.08
25 - 29	\$0.05	\$0.08
30 - 34	\$0.06	\$0.09
35 - 39	\$0.07	\$0.11
40 - 44	\$0.10	\$0.16
45 - 49	\$0.15	\$0.24
50 - 54	\$0.23	\$0.36
55 - 59	\$0.41	\$0.51
60 - 64	\$0.57	\$0.74
65 - 69	\$0.88	\$1.27
70 - 74	\$1.58	\$2.14
75+	\$1.58	\$2.14

Optional Dependent Child Life	
Benefit	Rate Per \$1,000 *
\$5,000	\$0.30
\$10,000	\$0.60
\$25,000	\$1.50

* The current rates with The Standard are Per Member Per Month. We are continuing this same method of billing for this quote. The rate per \$1,000 is \$0.05.

Please provide sample calculations for all levels of coverage:

Active Basic Life - 1x Annual Salary

Non-Tobacco User
Volume \$114,157,000 x .175 divided by 1,000 = \$19,977.48 monthly
Tobacco User

Volume \$8,531,750 x .23 divided by 1,000 = \$1,962.30 monthly

Active Basic Life - Flat \$50,000 Benefit

Non-Tobacco User
Volume \$104,960,000 x .15 divided by 1,000 = \$15,744.00 monthly
Tobacco User
Volume \$10,100,000 x .20 divided by 1,000 = \$2,020.00 monthly

Retiree Basic Life

Volume \$3,375,000 x 3.08 divided by 1,000 = \$10,395.00

Optional Employee Life

Age 45-49 - Non-Tobacco User
Employee Benefit Election \$36,000 x .15 divided by 1,000 = \$5.40 monthly
Age 45-49 - Tobacco User
Employee Benefit Election \$36,000 x .24 divided by 1,000 = \$8.64 monthly

Optional Spouse Life

Age 45-49 - Non-Tobacco User
Spouse Benefit Election \$30,000 x .15 divided by 1,000 = \$4.50 monthly
Age 45-49 - Tobacco User
Spouse Benefit Election \$30,000 x .24 divided by 1,000 = \$7.20 monthly

Optional Dependent Child Life

\$10,000 Benefit (Per Member Per Month Rate) - \$0.60 monthly

Optional AD&D		
Per \$1,000	Employee Only	Employee + Family
1 x Salary	\$0.030	\$0.045
2 x Salary	\$0.030	\$0.045
3 x Salary	\$0.030	\$0.045
4 x Salary	\$0.030	\$0.045

Please provide sample calculations:

Optional AD&D

Employee Only
\$46,000 Benefit (1 x salary) x .03 divided by 1,000 = \$1.38 monthly
Employee and Family
\$46,000 Benefit (1 x salary) x .045 divided by 1,000 = \$2.07 monthly

The Standard current Basic Life plan has an Experience Rated Refunding with a Claims Fluctuation Reserve (ERR/CFR). As part of this proposal, we are willing to offer ERR/CFR on a combined/cross refunding on all products.

Optional Dependent Life	
Benefit	Rate Per \$1,000 *
\$5,000	\$0.30
\$10,000	\$0.60
\$25,000	\$1.50

* The current rates with The Standard are Per Member Per Month. We are continuing this same method of billing for this quote. The rate per \$1,000 is \$0.05.

Please provide sample calculations for all levels of coverage:

Please see calculations to the left.

Optional AD&D		
Per \$1,000	Employee Only	Employee + Family
1 x Salary	\$0.030	\$0.045
2 x Salary	\$0.030	\$0.045
3 x Salary	\$0.030	\$0.045
4 x Salary	\$0.030	\$0.045

Please provide sample calculations:

Please see calculations to the left.

Disability

Benefit - Active Employees	STD
	per \$10 of benefit
Basic 50% up to \$500 (per week)	\$0.082
Buy-Up 60% up to \$700 (per week)	\$0.046
Buy-Up 66 2/3% up to \$1,250 (per week)	\$0.071

Benefit - Active Employees	LTD
	per \$100 of salary
Basic 50% up to \$2,000 (per month)	\$0.200
Buy-Up 60% up to \$3,000 (per month)	\$0.155
Buy-Up 66 2/3% up to \$5,000 (per month)	\$0.300

Please provide sample calculations:

Please see calculations to the left.



Section F – Questions to Vendors

Questions to Vendors

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
Intent to Bid		
1.1	Does your company intend to submit a proposal for benefits, programs and/or administrative services as requested and specified in the request for proposal?	Yes, we intend to submit a proposal for benefits as requested.
General		
2.1	For which coverages will you be submitting a proposal?	
	Basic Life	Yes
	Supplemental Employee Life	Yes
	Supplemental Spouse/Dependent Life	Yes
	Voluntary AD&D	Yes
	Basic Long Term Disability	Yes
	Buy-Up Long Term Disability	Yes
	Basic Short Term Disability	Yes
	Buy-Up Short Term Disability	Yes
2.2	Please describe your organization's approach to servicing the specific needs and account management of University of Idaho.	As the incumbent carrier for Life and AD&D, The Standard has a unique understanding of the needs of University of Idaho. It is our hope that through this proposal process we are able to continue to build on a foundation of mutual success and further a long lasting relationship with University of Idaho.
2.3	Do you subcontract any services to an outside organization? If yes, identify which services are outsourced.	<p>The Standard uses specialized service providers to enhance our customer-focused services. The Standard internally manages our customer service, underwriting, billing, claims processing and benefit disbursement functions.</p> <p>For our Life insurance coverages, we contract with national vendors to obtain copies of applicants' medical records when required, and also to arrange and perform blood/urine specimen collections (and occasionally physical examinations) when required. Currently, our primary vendors are Western Field Investigators (WFI) for medical records; ExamOne for exams; and LabOne and Clinical Reference Laboratory for lab work. We do use other vendors from time to time and may switch primary vendors if more favorable terms become available from a competing vendor.</p> <p>Many of our policies have a travel assistance service (FrontierMEDEX). We outsource this service to FrontierMEDEX Assistance Corporation.</p> <p>For our Life products, our records service provider is Creative Business Concepts in Minnesota.</p> <p>The Standard uses RGA Reinsurance Company for reinsurance of amounts in excess of \$750,000 combined Life and AD&D insurance. Our reinsurer, RGA Reinsurance Company, is not involved in the claims approval process. They are notified, for informational purposes only, when a substantial claim has been filed.</p>

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>For STD and LTD: Our vocational staff maintains a nationwide network of vocational professionals who act as local resources for our customers and their disabled employees. The vocational professionals we use most often are Mhays, Crawford, Coventry, MedAllocators and Stubbe & Associates. Our staff coordinates closely with them on each referred case, ensuring quality service and results. We also partner with the vocational rehabilitation departments in each state to share services and resources.</p> <p>When we need an independent medical examination, we rely on a nationwide network of vendors to select a board-certified physician with the appropriate specialty and proximity to the disabled employee. We utilize Western Field Investigations, a national medical records retrieval provider, to request and obtain medical records from medical providers.</p> <p>For Social Security assistance, our primary Social Security service provider is Allsup Inc. Allsup Inc. has onsite Social Security experts screen all approved claims for likelihood of Social Security approval and work with those insured individuals to apply and secure awards on their behalf. Our onsite experts also offer coaching and counseling service for employees who may be filing for Social Security Disability on their own or who do not appear to meet the Social Security Disability requirements. We offer these services at no cost to the member.</p> <p>The Standard has an internal Overpayment Recovery Unit, which we use if an appropriate repayment plan is not in place within 30 days. If we need additional collection activities, the Overpayment Recovery Unit uses the services of an outside vendor, Stuart Allan. Our subrogation provider is Ingenix, and our lien provider is Midas Recovery.</p> <p>The Standard offers a Health Advocacy Solution through Health Advocate, a leading health advocacy company founded in 2001, to assist employees with managing their health. This highly personalized service provides individuals with a dedicated personal Health Advocate who assists with a wide range of health care-related services designed to alleviate the burden placed on employers and employees to resolve health care issues.</p> <p>Horizon Health provides services for our employee assistance program (EAP), physical rehabilitation and behavioral health. Many of our policies have a travel assistance service (MEDEX Travel Assist). This service is outsourced to MEDEX Assistance Corporation.</p> <p>The Standard uses RGA Reinsurance Company for LTD reinsurance with a retention limit of \$15,000 per month. Our reinsurer, RGA Reinsurance Company, is not involved in the claims approval process. They are notified, for informational purposes only, when a substantial claim has been filed.</p> <p>For electronic eligibility and enrollment, The Standard partners with Businessolver, Inc. Businessolver, Inc. is able to support a client's entire benefit program, including: medical, dental and vision plans; life, STD and LTD; voluntary; 401(k); and HAS and FSA plans. There would be a charge for the other carriers' coverages, and the employer</p>

2.4 Provide ratings from the following rating agencies (complete all that apply):		
AM Best		A, Excellent
S&P		A+, Strong
Moody's		A2, Good
Fitch		We do not subscribe to Duff and Phelps (Fitch) rating system.

QUEST I AIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
2.5	Review each one of the requirements below and indicate your ability to comply.	
	All contracts will be issued with a Idaho situs.	Agreed.
	The anniversary date of the arrangement(s) will be January of each year.	Agreed.
	The first plan year will begin on January 1, 2013 for all plans bid on unless noted otherwise by University of Idaho.	Agreed.
	Benefit plan features, services and contract provisions may vary slightly from what is requested, however, any variations will not affect the benefit design or service delivery objectives described herein.	Agreed.
	If awarded the business, you will provide a detailed implementation plan that outlines the various phases and respective timelines and responsibilities.	Agreed.
	A minimum advance notice of at least 180 days must be provided for any rate or fee change other than one necessitated by an agreed upon plan change or statutory provision change.	Agreed.
	Any employee or eligible dependent who is covered by University of Idaho's benefit or service program described herein as of the effective date will be fully covered. All "actively at work" provisions are waived - for all plans.	Periodically, we will receive a request to waive the actively at work policy provision when a prospective customer is considering the transfer of their disability coverage from another carrier to The Standard. While we do not agree to waive the actively at work provision because of implications on potential future claims, we are providing Continuity of Coverage. The Continuity of Coverage provision enables benefits to be payable if a Disability is subject to a Preexisting Condition provision under the following conditions: a. The employee was covered under the Prior Plan on the day before the effective date of our Group Policy; b. The employee became insured under our Group Policy when insurance under the Prior Plan ceased; c. The employee was continuously insured under our Group Policy from the effective date of their insurance under the Group Policy through the date they became Disabled from a Preexisting Condition; and d. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition provision, if any, of the Prior Plan.
	Your organization will unconditionally agree to provide continuous coverage to all present plan participants, with no loss of benefits - on all plans.	Agreed, our contract provides continuity of coverage for all participants.
	There will be no benefit limitations for preexisting conditions applied to any employee or dependent covered under the University of Idaho plans as of the effective date.	Agree for Life and STD. However, on LTD The Standard will administer the same preexisting conditions limitation that is in the current plan - a 3/12 limitation. Our plan will include continuity of coverage for all participants so noone will loose coverage with
	There will be no preexisting condition exclusion for new hires, their dependents, or for acquired groups or companies.	Agree for Life and STD. However, on LTD The Standard will administer the same preexisting conditions limitation that is in the current plan - a 3/12 limitation. Our plan will include continuity of coverage for all participants so noone will loose coverage with
	All claim records and related data used by your organization as an insurer shall be available to University of Idaho as plan sponsor and plan administrator under ERISA.	Agreed.
	In the event of termination, all claim data and records necessary to administer the plans will be transferred back to University of Idaho within 30 days of notice to terminate. The transfer will be made electronically, based upon mutual agreement between your organization and University of Idaho.	Agreed.
	Your organization will not cede or subcontract any part of the arrangements requested here without informing University of Idaho.	Agreed.
2.6	Indicate any deviations from specification that your have for this RFP.	Agreed.

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
2.7	<p>Briefly describe any additional or optional services that your organization offers that have not specifically been requested (value added services).</p>	<p>The Standard currently offers a robust return to work program for both insured and self insured customers.</p> <p>We are experts at removing the barriers and reducing claim durations. We want to shoulder that burden for the client so that they can focus on their core business. In order to do this, we partner with the employer and collaborate with their existing programs to deliver the best outcomes. We differentiate ourselves through our dual-focus on Stay at Work/Return to Work and our clinical approach to the claims that will benefit the most from clinical intervention.</p> <p>We have several models including providing our customers with a dedicated Vocational Case Manager here at The Standard that will work in partnership with our employer. The program is designed to provide every opportunity for Employees to be successful in their return to work and stay at work efforts and help them achieve maximum self-support.</p> <p>The goal of our Return to Work Program is to provide a win-win for employer and employees by offering productive work based on restrictions provided by a physician. We help employee transition to full duty, to feel valued and to keep a workplace connection.</p> <p>The Standard also provides a Stay at Work Program which is paid for out of the Reasonable Accommodation Expense provision of the STD/LTD Contract.</p> <p>The primary emphasis of our Stay at Work Program is to:</p> <ul style="list-style-type: none"> • Keep employees at work and productive • Drive prudent return to work when stay at work is not an option • Optimize clinical resources by focusing on complex claims • Consistent use of clinical resources across STD and LTD • Multiple levels of assistance to the severely disabled • Focus on possibilities <p>The Standard Return to Work Program addresses mental health conditions on an equal basis with physical health conditions. The focus is always on the Employee's functional capacities and these include the ability to perform tasks that are physical, cognitive and emotional.</p> <p>The Standard's return to work team includes a dedicated Vocational Case Manager</p>
2.8	<p>University of Idaho assumes that your contract would hold them harmless and indemnify them from any actions on the part of your company, its employees and/or network providers (if applicable). Please confirm this assumption.</p>	<p>Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company, The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or</p>

QUEST I AIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
2.9	Please confirm you are willing to accept a mutual indemnification clause in a service agreement/contract, except for gross negligence.	Our group insurance policies do not contain indemnification language that indemnifies the policyholder for The Standard's acts or omissions. However, we will agree in an administrative letter to the indemnification provisions included in the RFP in favor of University of Idaho.
2.10	Please confirm you will provide University of Idaho with updates on state/federal laws and regulation as needed.	Agreed.
2.11	Please confirm that the cost of creating and distributing all plan SPDs (i.e. you will pay for the cost of print, fulfillment and mailing of SPDs) is included as a service provided by your company and not at an extra cost to University of Idaho.	Agreed.
Basic Life/AD&D, Supplemental Life, Spouse/Dependent Life		
3.1	Will you provide a dedicated Account Manager and service representative to University of Idaho? If yes, where will that representative be located?	
3.2	Are the key people involved with the implementation also involved with ongoing account management?	
3.3	What will your organization offer to University of Idaho's communication resource team to help communicate the plan to employees?	
3.4	Are performance guarantees with fees at risk included for the services to be provided under this product? If yes, please describe as relates to both implementation and ongoing administration services.	Through the Performance Guarantee Program, our policyholders decide what aspects of service are most important to them and rate their satisfaction based on those criteria. The Standard promises to make every effort to meet those overall service expectations. If we fail to meet expectations, we will refund five percent (5%) of the previous quarter's plan administration expenses, excluding commission, premium tax and risk charges.
3.5	Indicate your average turnaround time for the preparation and supply of the following:	
	Policy/Contract:	The master contract is normally provided within 6 weeks of receiving the signed application and initial binder check.
	Employee Booklets:	Varies dependent on the details of the plan, as the inforce carrier University of Idaho already has the requested documents.
	Administration and Claims Procedure Manual:	Varies dependent on the details of the plan, as the inforce carrier University of Idaho already has the requested documents.
	Underwriting Agreement:	Varies dependent on the details of the plan, as the inforce carrier University of Idaho already has the requested documents.
	Financial Letter of Agreement and Contract Amendment:	Varies dependent on the details of the plan, as the inforce carrier University of Idaho already has the requested documents.
3.6	Indicate the inforce plan design provision that your are able to match exactly.	As the inforce carrier The Standard agrees to administer the current plan designs.
	Basic Life	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Schedule:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Maximum:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - New Hires:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Annual Enrollment:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Salary Changes	As the inforce carrier The Standard agrees to administer the current plan designs.
	Age reduction schedule	As the inforce carrier The Standard agrees to administer the current plan designs.

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
	Accelerated Death Benefit (living benefit)	As the inforce carrier The Standard agrees to administer the current plan designs.
	Supplemental Life	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Schedule:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Maximum:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - New Hires:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Annual Enrollment:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Salary Changes	As the inforce carrier The Standard agrees to administer the current plan designs.
	Age reduction schedule	As the inforce carrier The Standard agrees to administer the current plan designs.
	Accelerated Death Benefit (living benefit)	As the inforce carrier The Standard agrees to administer the current plan designs.
	Supplemental Spouse Life	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Schedule:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Maximum:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - New Hires:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Annual Enrollment:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Salary Changes	As the inforce carrier The Standard agrees to administer the current plan designs.
	Age reduction schedule	As the inforce carrier The Standard agrees to administer the current plan designs.
	Accelerated Death Benefit (living benefit)	As the inforce carrier The Standard agrees to administer the current plan designs.
	Supplemental Child Life	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Schedule:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Maximum:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - New Hires:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Annual Enrollment:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Salary Changes	As the inforce carrier The Standard agrees to administer the current plan designs.
	Age reduction schedule	As the inforce carrier The Standard agrees to administer the current plan designs.
	Accelerated Death Benefit (living benefit)	As the inforce carrier The Standard agrees to administer the current plan designs.
	Voluntary AD&D	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Schedule:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Benefit Maximum:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - New Hires:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Annual Enrollment:	As the inforce carrier The Standard agrees to administer the current plan designs.
	EOI Limit - Salary Changes	As the inforce carrier The Standard agrees to administer the current plan designs.
	Age reduction schedule	As the inforce carrier The Standard agrees to administer the current plan designs.
	Accelerated Death Benefit (living benefit)	As the inforce carrier The Standard agrees to administer the current plan designs.
3.7	Will you duplicate all inforce life and AD&D insurance amounts (both University of Idaho paid and employee paid) without evidence of insurability?	As the inforce carrier The Standard agrees to administer the current plan designs.
	Basic Life:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Supplemental Life:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Supplemental Spouse Life:	As the inforce carrier The Standard agrees to administer the current plan designs.
	Supplemental Child Life	As the inforce carrier The Standard agrees to administer the current plan designs.
	Voluntary AD&D:	As the inforce carrier The Standard agrees to administer the current plan designs.

QUEST IRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
3.8	Please confirm that you will handle the EOI process from start to finish. Providing the forms to employees, following up for completion, notifying employee of approval/denial, etc.	Agreed
3.9	Will your company accept the current beneficiary designations on record for current participants?	The Standard can accept existing beneficiary designations once we have reviewed them to determine if they meet the guidelines under our policy, and can be used to administer the plan when a claim occurs.
3.10	What is the minimum participation requirement for employee supplemental life as a percentage of total eligibles?	20.00%
3.11	What effect does not meeting the minimum participation requirement for the employee supplemental life have on the rates?	We would work with the client to increase the participation. Your current participation level for Additional Life is current 39% so this shouldn't be a problem.
3.12	What is the location of the claims processing site that would service University of Idaho?	Claims will be processed in our home office location in Portland, Oregon.
3.13	Does a Third Party Administrator (TPA) pay any claims? If yes, explain.	No, we pay all claims in house.
3.14	Will you provide monthly paid-claims summaries?	Yes
3.15	Are you able to provide on-line access to your company's claims adjudication systems?	We do not provide online access to our claims adjudication system, we do however provided online access to our Reports OnlineSM tool to track claims progress.
3.16	Can employee eligibility be updated on-line?	eligibility can be updated through a data feed, online eligibility updates are not currently available.
3.17	Confirm that detailed quarterly reports will be available and be provided to the client within 30 days of the end of each quarter for all lines of coverage you are awarded.	Agreed
3.18	Confirm that the annual financial report will be available and provided to the client within 60 days of the end of the policy year or receipt of all necessary information from the client, whichever is later.	Agreed
3.19	Confirm you can guarantee rates for three or more years for Basic Life/AD&D, Supplemental Life and Basic Dependent Life insurance.	The Standard is offering a three year rate guarantee.
3.20	Confirm your quote assumes University of Idaho will self-administer the billing.	Agreed
3.21	Confirm no commissions, overrides, and/or finder's fees will be paid to any party. All rates should be quoted net of commissions.	Agreed
3.22	Confirm renewal rates will be furnished at least 180 days prior to the end of the contract year.	Agreed
3.23	Are any of the quoted rates contingent upon the purchase of any other proposed services? If yes, explain.	No

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
3.24	Are there minimum participation requirements for the Supplemental Life Insurance? If yes, what are the requirements?	Yes, 20%. Your current participation level for Supplemental Life is current 39% so this shouldn't be a problem.
3.25	Do the rates for Supplemental Life Insurance include portability? If no, what percentage increase should be applied to each rate to add the portability feature?	Yes
3.26	Confirm that the Basic Life/AD&D rates will not be artificially lowered by inflating the Supplemental Life rates.	Agreed
3.27	Describe the rating and funding approach your company contemplates applying to this contract. Also, describe methodology used in developing future renewals.	<p>Our proposal and renewal rating is based on our best prediction of the premium needed to pay the claims incurred in the next year (and our related expenses). We would like to explain our methodology to you, but we also want you to know that we are flexible. We will tailor our methods to each group.</p> <p>Our formulas include two different analyses of experience:</p> <p>First, we look at the demographics. The Standard has thousands of insured groups. We use this data and actuarial tables to analyze the employees (and their occupations) along with the plan design. This information is used to prepare a calculated rate: the best estimate of a group's experience in the long term. When the group is of a smaller size and experience is not credible the underwriter will rely more heavily on this for rating. .</p> <p>Next, we review the recent experience. The industry standard is known as an "Incurred Experience Analysis". This approach applies claims -- reserves and paid claims -- to the time period in which the claim was incurred. We typically look at the most recent five years, and use the resulting formulas to generate an experience rate.</p> <p>These two rates are combined to help us determine the claims we can expect in the future. The Standard does not use future rating to recover losses.</p> <p>After the formulas, The Standard goes "beyond the numbers". We make sure the formula accurately represents future expectations:</p> <p>Did the group have a bad year due to layoffs that we do not expect to repeat in the future? Was there an unusually large claim that we should discount? Have plan design changes occurred that will be reflected in the future? Has the makeup of the group changed. e.g. are they hiring a lot of younger employees?</p> <p>At The Standard, we believe in reasonable rate stability. We will find the correct long term rate rather than jumping around to the last rate a formula suggests.</p> <p>The following are the various components of experience rating a proposal or renewal:</p> <p>Incurred Experience: Experience is analyzed on an Incurred basis. We match the total claims incurred in one year to the adjusted premium from that year. This approach</p>

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>claims incurred in one year to the adjusted premium from that year. This approach prevents the experience from being impacted by claims originally incurred many years ago.</p> <p>Earned and Adjusted Premium: Earned Premium includes premium that was actually due during the period shown. It does not include overpayments or adjustments from other periods. Therefore it reflects the group's actual insured volume and is not impacted by payment oddities. This premium is adjusted to the current rate to insure that all years risk gets equal weight, and is not skewed by radical rate changes.</p> <p>Total Incurred Claims: Incurred Claims are made up of three components. We include every claim that was incurred in a given period, including the total cash paid for that claim (all years for that claim), and it's ending reserve. The most recent period will also include a fully funded IBNR (Incurred But Not Reported) Reserve. This represents the claims that have been incurred, but not reported to The Standard. We typically give less weight to this period since the IBNR is an estimate, and often is a substantial portion of the claims in that period.</p> <p>Retention: Retention includes all expenses and risk charges. These include administrative expenses, premium taxes and commissions (when appropriate), claims expenses, etc. The retention is shown based on the current percentage (not historical) applied to the past period's Adjusted Premiums. We are measuring whether the current rate will adequately fund expected claims and expenses.</p> <p>Experience Rate: This rate would have run the experience in the period at breakeven. However, this assumes we believe the experience 100%. The rate includes retention.</p> <p>Loss Ratio: This ratio indicates what percentage of Adjusted Premiums were used for claims. It does not include retention.</p> <p>Life Years & Credibility: A life year is one insured member for one year. It is used to determine credibility: the larger the group, and the longer insured, the more we believe the experience.</p> <p>Experience Formula: We have two major components in our experience formula. We combine the Experience Rate with the Calculated Rate to determine our Blended Rate. The two components are blended based on the credibility.</p>
3.28	<p>Confirm that you will provide a draft of the certificate and master contract within 30 days of being awarded the business, and will respond to proposed revisions within 30 days of receipt. University of Idaho requires that certificates and master contract must be signed before beginning the implementation process. Confirm that certificate and the master contract can be completed prior to implementation.</p>	<p>We prefer to agree to provide this within 60 days.</p>

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
3.29	Do you allow conversion of life insurance? If so, what are conversion costs?	<p>The following table shows our current charges to the employer. These charges are the same for basic life as supplemental life. Individual rates vary and can be provided upon request. While we do not provide multi-year fee guarantees, we would like to note that this is the same charge that has been in effect for the past 10+ years and we have no current plans to change this fee.</p> <p>The charge per \$1,000 of converted life volume is:</p> <p>AGE RATE/\$1,000 Under age 35 \$ 25 35 – 44 50 45 – 54 120 55 – 64 225 Age 65 & over 410</p> <p>This charge goes against the experience of the group.</p>
3.30	If you are awarded the business will you provide an implementation credit?	Per your 12-46J Addendum 1 Questions and Answers Item #37. Are there any implementation allowances that we might be asked to pay that are not disclosed in the Request for Proposal? If so, please provide details. Your Answer was No. Because of this we have not included an implementation credit.

Long-Term Disability

4.1	What office(s) will administer University of Idaho's disability claims?	Claims will be processed in our home office location in Portland, Oregon.
4.2	In which of the following ways will you assist University of Idaho in developing communication and education materials (answer "yes" to all that apply)?	
	Drafting employee level communication (e.g. change in carrier, vendor announcement letters)	Yes
	Finalize and produce written materials for University of Idaho	Yes
	Distribute hard copy claims packets and forms to University of Idaho	Yes. We also offer on-line claims forms.
	Provide claim forms and supporting information online for University of Idaho	Yes
	Provide supervisory/administrative manuals as reference	Yes
	Assist client with internal training	Yes
	Create and support customized or co-branded websites	Yes
	Develop and conduct satisfaction surveys	Yes
	Provide claim forms and supporting information online for University of Idaho	Yes
	Provide supervisory/administrative manuals as reference	Yes
	Other, please explain:	
4.3	Will you provide consulting support to University of Idaho? Will your stewardship meetings include trends and key indicators?	Yes we will provide consulting support including trends and key indicators.
4.4	The frequency of stewardship meetings will be:	
	Monthly	
	Semi-Annually	
	Annually	

QUEST IRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
	Other, please explain:	We are willing to discuss a mutually agreeable schedule for these meetings with University of Idaho.
4.5	Please confirm that you have attached a sample implementation plan with proposed timeline, tasks, and responsible parties.	Agreed
4.6	Will your implementation team and account management team commit to 24 hour acknowledgement of phone calls and/or emails?	Agreed. It is our standard to return calls and/or emails within 4 business hours.
4.7	Do you have a client advisory board?	While we do not have a specific client advisory board, University of Idaho will have access to Adrian Lewis, National Accounts Consultant, and Cheri Behles, Account Manager to advocate for University of Idaho. They will analyze trends, financials, experience, and customer service survey results and provide results and
4.8	What kind of industry organizations do you belong to?	The Standard is a member of the following organizations: ACLI - American Council of Life Insurers LIMRA International LOMA - Life Office Management Association Additionally, many of our employees are members of professional associations, such as the American Society of Actuaries, the International Society of Certified Employee Benefits Specialists, the American Academy of Insurance Medicine, and we have Chartered Life Underwriters, etc.
4.9	Based upon the information provided in this RFP and your experience with similar clients, what specific suggestions related to program administration do you have for University of Idaho?	Your current disability plan is very similar to other university plans. Based on your employees current earning we feel the Maximum Benefits are a bit low; We would like to discuss with you the possibility of increasing your Maximum Benefits.
4.10	Confirm you will issue W-2s and 1099's.	Confirmed
4.11	Which of the following best describes your experience with performance guarantees? We have been successful in negotiating realistic guarantees with our customers. Other:	Yes
4.12	Confirm you will: Provide dedicated customer service staff/team or unit Provide a dedicated staff or unit for claims administration Maintain records in accordance with ERISA requirements, even if vendor relationship terminates Be responsible for overpayment recovery for LTD benefits Provide "benefit calculations and check cutting for LTD" at no additional cost Certify employee's eligibility for benefits for LTD Assess disability determination according to plan language for LTD Provide benefit calculations (including all relevant offsets) for LTD Provide electronic on-line access to LTD case notes and claim status Have employee eligibility verification available as a web-based notification from HRIS	We will provide a designated customer service team. We will provide a designated unit for claims administration. Confirmed Confirmed Confirmed Confirmed Confirmed Confirmed, for status updates. We do not provide case notes online. Not confirmed. Eligibility verification is provided as part of the ongoing eligibility feed we receive from University of Idaho.

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
	Accept multiple forms of eligibility files for LTD.	Confirmed
	Offer telephonic intake of claims events via a 1-800 number 24 by 7 for LTD benefits	Not confirmed
	Offer web-based disability notification for LTD benefits	Confirmed
	Conduct labor market surveys (LMS)	Confirmed
	Conduct a loss of earning evaluation	Confirmed
	Conduct retraining services/job replacement services	Confirmed
	Maximizing community resources to assist disabled employee functionality	Confirmed
4.13	Please list any deviations from the current LTD plan provisions as identified in the SPD	None
4.14	Are you able to withhold the appropriate amounts for:	
	Income taxes	Yes
	FICA	Yes
	FUTA	Yes
	Contributions for H&W benefits on a pre-tax basis (medical, dental, etc.)	Yes
	Contributions for 401k(k)/403(b)	No
4.15	Will you provide customized letters (maternity, state specific, letters describing concurrent benefits from integrated programs, appeal/denial, etc.)? If no, please explain.	Yes
4.16	Will costs for the standard reports that are generated for University of Idaho be included in the fees? Please list the standard reports.	<p>Yes, As an eligible subscriber to Reports OnlineSM (ROL), University of Idaho will have access to specified disability claims reports, status information and quarterly case management reports relevant to your plan and claims. With ROL, an authorized staff member with internet access can view the selected materials; download report data to a spreadsheet application, segment reports by subunit (office location, division, tax unit, etc.) and control user access privileges to sensitive information.</p> <p>Life Reports</p> <p>The Standard provides the following two reports on a regular basis and upon request to our life customers:</p> <p>Experience Reports — show the current policy year and all years' experience and are produced annually. These reports illustrate premiums, paid claims and claim reserves. For experience-rated groups, retention is also shown.</p> <p>Claim Experience Reports — list the individual claims that were active and closed during the time period requested. The information includes benefits paid, as well as beginning and ending reserves.</p> <p>Additionally, for the ease of your administrators, the following reports are available online and are updated daily using AdminEASE and Reports Online:</p> <p>Life Claim Status — a listing of all pending and active Life claims, as well as all Life claims closed within the last 90 days.</p> <p>Life Payment Detail — this report provides payment information for all active and pending claims, as well as all closed claims within that last 90 days.</p>

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>pending claims, as well as all closed claims within that last 90 days.</p> <p>Expanded Claim Detail — this report provides a detailed snapshot of all active and pending claims, and closed claims within the last 90 days.</p> <p>Diagnosis Summary — this report provides a breakdown of closed claims in broad categories of related diagnoses within the last 90 days.</p> <p>Disability Reports</p> <p>The following are the various reports available to our disability policyholders:</p> <p>Experience Report — this is a financial statement that shows the current policy year and year's experience. It shows premiums, paid claims, claim reserves and retention. This report is produced at renewal, year-end and upon request.</p> <p>Claim Experience Report — this is a printout that lists the individual claims that were active during the time period requested. The information includes benefits paid, beginning and ending reserves. This report can be produced for any time period from the policy inception date through the current last full month.</p> <p>Group Benefits Activity Report — this report is produced monthly and details information about Long Term Disability and/or Short Term Disability payments and claim decisions or by policyholder location or affiliate.</p> <p>Disability Income Report — this reports yearly totals for benefit payments and tax withholding for each employee who received Long Term Disability and/or Short Term Disability benefits during the calendar year. The report includes all the information a policyholder needs to prepare IRS Form W-2, Wage and Tax statements for STD claimants. The Standard prepares the W-2s for all LTD claimants.</p> <p>Daily FICA Tax Activity Report — this is used to notify policyholders whenever a FICA Tax deduction is made from a claim payment, and gives the amount of Social Security and Medicare tax withheld. A policyholder may use this information when preparing the IRS Form 941, Employer's Quarterly Federal Tax Return. This information can be reported by employer location or affiliate with different taxpayer identification numbers, if requested.</p> <p>The following reports are available for viewing or printing as often as the group desires. Many are updated daily to provide the most accurate and timely information possible:</p> <p>Claim Status Reports — Updated Daily:</p> <p>Claim Status — a listing of all incomplete, pending, active and closed STD or LTD claims within the last 30 days for STD or 90 days for LTD.</p> <p>Most Recent Checks — a listing of all benefit checks issued in the last 30 days for STD or 90 days for LTD.</p> <p>Paid Claim Reports:</p> <p>STD — Updated Weekly:</p> <p>Claims to Pay — a listing of all active STD claims and the time period for which benefits are due.</p> <p>Claims in Non-Payment Status — a listing of all incomplete, denied, pending and suspended STD claims.</p> <p>Payment Detail — this shows all STD benefits due for each claimant for the specified period.</p> <p>LTD — Updated Daily</p>

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>LTD - Updated Daily.</p> <p>Benefit Calculation Report — this shows pertinent claimant data and benefit calculation detail for all active LTD claims.</p> <p>Case Management Reports — Updated Quarterly.</p> <p>STD Reports:</p> <p>Benefits Paid by Diagnosis — this report shows total benefits paid on all approved but currently closed STD claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Diagnosis — this report gives the length of time from date of disability to date of claim closure for approved but currently closed STD claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Closure Reason — this report indicates the length of time from date of disability to date of claim closure for all STD claims closed during the previous quarter. Reports are sorted by closure reason.</p> <p>Benefits Paid by Occupation — this report provides total benefits paid on all approved but currently closed STD claims incurred during the previous quarter. Reports are sorted by occupation type.</p> <p>Quarterly Paid Claims — this report shows the total benefits paid on active and closed STD claims for the prior four quarters.</p> <p>LTD Reports:</p> <p>Benefits Paid by Diagnosis — this report shows total benefits paid on all approved but currently closed LTD claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Diagnosis — this report gives the length of time from date of disability to date of claim closure for approved but currently closed claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Closure Reason — this report indicates the length of time from date of disability to date of claim closure for all LTD claims closed during the previous quarter. Reports are sorted by closure reason.</p> <p>Benefits Paid by Occupation — this report provides total benefits paid on all approved but currently closed LTD claims incurred during the previous quarter. Reports are sorted by occupation type.</p>
4.17	Can University of Idaho run these standard reports at will? Can they be accessed on-line?	Yes, University of Idaho can run standard reports at will and these reports are available on-line.
4.18	Which of the following will be included in your LTD performance guarantees (answer "yes" to all that apply)?	<p>Through the Performance Guarantee Program, our policyholders decide what aspects of service are most important to them and rate their satisfaction based on those criteria. The Standard promises to make every effort to meet those overall service expectations.</p> <p>If we fail to meet expectations, we will refund five percent (5%) of the previous quarter's plan administration expenses, excluding commission, premium tax and risk charges. We automatically offer the Performance Guarantee Program to group policyholders with 1,000 or more insured employees.</p>
	Claims administration/case management	Please see comments above regarding performance guarantees
	Claims turnaround time (including statutory compliance)	Please see comments above regarding performance guarantees
	Claim follow up procedures	Please see comments above regarding performance guarantees
	Financial claim payment accuracy (including statutory compliance)	Please see comments above regarding performance guarantees
	Communication accuracy (e.g., name, address, etc.)	Please see comments above regarding performance guarantees

QUESTIONS

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
	Case management documentation	Please see comments above regarding performance guarantees
	Clinical case manager case load	Please see comments above regarding performance guarantees
	Clinical case manager response time	Please see comments above regarding performance guarantees
	Social security disability approvals	Please see comments above regarding performance guarantees
	Social security disability referrals	Please see comments above regarding performance guarantees
	Appropriate triage of complex cases (early intervention)	Please see comments above regarding performance guarantees
	Return to work documentation	Please see comments above regarding performance guarantees
	Customer service	Please see comments above regarding performance guarantees
	Call speed to answer	Please see comments above regarding performance guarantees
	Call abandonment rate	Please see comments above regarding performance guarantees
	Inquiry resolution rate	Please see comments above regarding performance guarantees
	Case management documentation	Please see comments above regarding performance guarantees
	Account management implementation	Please see comments above regarding performance guarantees
	Reporting and data timing	Please see comments above regarding performance guarantees
	Reporting and data quality	Please see comments above regarding performance guarantees
	Satisfaction survey results	Please see comments above regarding performance guarantees
	Implementation timeframes, communications and responsiveness	Please see comments above regarding performance guarantees
	Completion of key milestones	Please see comments above regarding performance guarantees
	Stability of Account Manager for minimum timeframe	Please see comments above regarding performance guarantees
	Eligibility file updates	Please see comments above regarding performance guarantees
	FCE/IME scheduling	Please see comments above regarding performance guarantees
	Timing of Labor Survey	Please see comments above regarding performance guarantees
4.19	Confirm you can guarantee rates for three or more years for Long-term Disability.	The Standard is offering a three year rate guarantee.
4.20	Confirm renewal rates will be furnished at least 180 days prior to the end of the contract year.	Confirmed
4.21	In event of termination, state your liability with respect to existing claimants who return to active employment and subsequently go back on disability for the same or related cause prior to the expiration of 6 months.	The Standard retains terminal liability for all approved claims incurred while a fully insured group policy was in force with us.
4.22	Confirm no commissions, overrides, and/or finder's fees will be paid to any party. All rates should be quoted net of commissions.	Confirmed
4.23	Confirm that you will provide a draft of the certificate and master contract within 30 days of being awarded the business, and will respond to proposed revisions within 30 days or receipt. University of Idaho requires that certificates and master contract must be signed before beginning the implementation. Confirm that you believe certificate and the master contract can be completed prior to implementation.	We prefer to agree to provide this within 60 days.

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
4.24	Confirm if a vendor or subcontractor, will provide Social Security communications material to employee. If there is a cost to provide, please give a range of that cost.	We offer the services of Allsup, Inc., our primary Social Security vendor, to help disabled individuals obtain Social Security Disability awards. We have several full-time Social Security Coordinators from Allsup on site. They screen newly approved LTD claims for Social Security viability and offer Social Security representation for appropriate cases. Allsup coaches, mentors and represents disabled employees by helping them initiate the application and pursue Social Security Disability benefits. The company provides status updates to the disabled individuals and The Standard throughout the application process as key milestones occur. Our process ensures early application for Social Security Disability benefits and reduced overpayments for disabled employees. Allsup also provides comprehensive Social Security offset and overpayment
4.25	Confirm if the vendor or subcontractor will provide assistance with the Social Security filing process. If there is a cost to provide, please give a range of that cost.	We offer the services of Allsup, Inc., our primary Social Security vendor, to help disabled individuals obtain Social Security Disability awards. We have several full-time Social Security Coordinators from Allsup on site. They screen newly approved LTD claims for Social Security viability and offer Social Security representation for appropriate cases. Allsup coaches, mentors and represents disabled employees by helping them initiate the application and pursue Social Security Disability benefits. The company provides status updates to the disabled individuals and The Standard throughout the application process as key milestones occur. Our process ensures early application for Social Security Disability benefits and reduced overpayments for disabled employees. Allsup also provides comprehensive Social Security offset and overpayment
4.26	In the event that Social Security disability claim is disallowed initially, or discontinued after initial approval, do you notify the policyholder of such action?	<p>The Social Security Administration will notify an insured individual (and his or her representative, if there is one) directly if the Social Security denies the disability claim. Allsup Inc., our Social Security advocate, regularly communicates with the individual's it represents and provides assistance once the Social Security Administration renders its claim decision.</p> <p>We do not routinely inform employers about Social Security approvals or denials. However, our online service, Reports OnlineSM, provides claims information, such as</p>
4.27	What procedures does your company follow in circumstances as specified in question 4.26 above? Do you assist the claimant in the process of appealing the Social Security denial? If yes, who pays the legal expenses of such appeal, your company or the claimant?	Yes, we assist claimants with reapplications, appeals, and hearings as part of our Social Security Advocacy program. We use any attorney's fee the Social Security Administration approved to reduce the LTD claims overpayment that the employee must reimburse.
4.28	If your company has adopted procedures for legal assistance to Social Security claimants in denial circumstances, what percentage of success have you achieved in the appeal process?	Initial Application 64.30% Reconsideration 25.2% Hearing 93.2% Overall 99.5%

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
4.29	Will your company consider the insured as having received Social Security benefits even though no benefits have actually been paid? Please explain any situations where your company would reduce the insured's benefit by the amount that may be payable by Social Security even though no Social Security benefits were paid.	<p>Typically, The Standard will pay full benefits while other income claims are pending. This allows disabled individuals to receive much-needed income, while they pursue other income, but will likely result in an overpayment once they receive other income.</p> <p>Disabled individuals may choose to receive LTD benefits we have reduced by estimated deductible income until that income is actually awarded. This allows them to prevent or reduce the overpayment amount that will occur when the deductible benefit is finally paid.</p> <p>We fully explain the impact of other income and the potential for overpayment to a disabled individual at the beginning of the claims process via letters and telephone discussions. We ask the individual to sign an "Agreement to Reimburse" to demonstrate understanding that an overpayment may occur and must be repaid to The Standard. We keep the disabled individual fully informed and conduct regular follow ups to aid in overpayment recovery.</p> <p>When an individual receives deductible income, we promptly calculate any overpayment and send a letter confirming the overpaid amount. We require full repayment at that time, but we may consider other repayment arrangements. Generally, we withhold LTD</p>
4.30	Will you agree to provide University of Idaho with a copy of the Explanation of Benefits (EOB) form sent to all LTD claimants? Please enclose a sample EOB.	Provided, please refer to section D of our proposal for a sample explanation of benefits.
4.31	Will you agree to provide experience reports to University of Idaho (quarterly and annually)?	Agreed
4.32	Will you agree to reinstate coverage, with all restrictions waived, following a lapse in coverage due to a Family Medical Leave Act leave of absence? State your policy with regard to these absences (i.e. pre-existing conditions, etc.).	If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during
4.33	Explain your partial disability provision in detail.	During the Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled when you work in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings, in that occupation.
4.34	Provide an example of your partial disability formula as applied for an individual who returns to work on a part-time basis following the 24 month own occupation period. Assume that the employee's pre-disability earnings were \$4,000 per month, and they are now working part-time, earning \$2,500 per month. What would be the partial benefit be in this circumstance?	We will discuss specific benefits scenarios as a finalist.

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
4.35	Provide an example of how to return to work days are counted for an employee who is absent intermittently, for purposes of determining recurrent disability periods (during the elimination period and after benefit commences)?	The Standard is committed to early, comprehensive vocational intervention that will return employees to work and promote partnerships with our policyholders. Our Benefits Analysts, Medical and Vocational staffs evaluate the employee and his or her own job/occupation through job analysis, ergonomics, employee interviews, transferable skill analyses, and medical consultations. We would be happy to work with your Occupational Health Manager, HR Managers, and Supervisors to transition employees back to work through programs which could include light duty, modified work stations, alternate positions, or graduated return to work plans.
4.36	Is a conversion policy available? If so, is there any cost to University of Idaho?	Yes, the cost is and additional .01% of Monthly Earnings
4.37	Describe the rating and funding approach your company contemplates applying to this contract. Also, describe methodology used in developing future renewals.	<p>Our proposal and renewal rating is based on our best prediction of the premium needed to pay the claims incurred in the next year (and our related expenses). We would like to explain our methodology to you, but we also want you to know that we are flexible. We will tailor our methods to each group.</p> <p>Our formulas include two different analyses of experience:</p> <p>First, we look at the demographics. The Standard has thousands of insured groups. We use this data and actuarial tables to analyze the employees (and their occupations) along with the plan design. This information is used to prepare a calculated rate: the best estimate of a group's experience in the long term. When the group is of a smaller size and experience is not credible the underwriter will rely more heavily on this for rating.</p> <p>Next, we review the recent experience. The industry standard is known as an "Incurred Experience Analysis". This approach applies claims -- reserves and paid claims -- to the time period in which the claim was incurred. We typically look at the most recent five years, and use the resulting formulas to generate an experience rate.</p> <p>These two rates are combined to help us determine the claims we can expect in the future. The Standard does not use future rating to recover losses.</p> <p>After the formulas, The Standard goes "beyond the numbers". We make sure the formula accurately represents future expectations:</p> <p>Did the group have a bad year due to layoffs that we do not expect to repeat in the future? Was there an unusually large claim that we should discount? Have plan design changes occurred that will be reflected in the future? Has the makeup of the group changed, e.g. are they hiring a lot of younger employees?</p> <p>At The Standard, we believe in reasonable rate stability. We will find the correct long term rate rather than jumping around to the last rate a formula suggests.</p> <p>The following are the various components of experience rating a proposal or renewal:</p> <p>Incurred Experience: Experience is analyzed on an Incurred basis. We match the total claims incurred in one year to the adjusted premium from that year. This approach</p>

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>claims incurred in one year to the adjusted premium from that year. This approach prevents the experience from being impacted by claims originally incurred many years ago.</p> <p>Earned and Adjusted Premium: Earned Premium includes premium that was actually due during the period shown. It does not include overpayments or adjustments from other periods. Therefore it reflects the group's actual insured volume and is not impacted by payment oddities. This premium is adjusted to the current rate to insure that all years risk gets equal weight, and is not skewed by radical rate changes.</p> <p>Total Incurred Claims: Incurred Claims are made up of three components. We include every claim that was incurred in a given period, including the total cash paid for that claim (all years for that claim), and it's ending reserve. The most recent period will also include a fully funded IBNR (Incurred But Not Reported) Reserve. This represents the claims that have been incurred, but not reported to The Standard. We typically give less weight to this period since the IBNR is an estimate, and often is a substantial portion of the claims in that period.</p> <p>Retention: Retention includes all expenses and risk charges. These include administrative expenses, premium taxes and commissions (when appropriate), claims expenses, etc. The retention is shown based on the current percentage (not historical) applied to the past period's Adjusted Premiums. We are measuring whether the current rate will adequately fund expected claims and expenses.</p> <p>Experience Rate: This rate would have run the experience in the period at breakeven. However, this assumes we believe the experience 100%. The rate includes retention.</p> <p>Loss Ratio: This ratio indicates what percentage of Adjusted Premiums were used for claims. It does not include retention.</p> <p>Life Years & Credibility: A life year is one insured member for one year. It is used to determine credibility: the larger the group, and the longer insured, the more we believe the experience.</p> <p>Experience Formula: We have two major components in our experience formula. We combine the Experience Rate with the Calculated Rate to determine our Blended Rate. The two components are blended based on the credibility.</p>

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
4.38	Does your quoted plan include limitations on disabilities from mental/nervous disorders, alcohol/drug abuse and self-reported (or subjective) diagnosis?	<p>Our LTD policy defines Mental Disorders and Substance Abuse (in part) as: Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:</p> <ol style="list-style-type: none"> 1. Mental Disorders; 2. Substance Abuse <p>Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.</p> <p>Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.</p> <p>Our contract states that if a covered member is confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, the Mental Disorder limitation will not</p>
4.39	Coverage must be written on a no loss/no gain basis. Therefore, actively-at-work provisions must be waived with respect to a participant's coverage under the contract in effect on the day prior to the effective date, except to the extent that an employee is eligible for such benefits due to disability which commenced under the prior plan. Do you agree to write this coverage on a no loss/no gain basis?	Agreed
4.40	Please advise of any minimum participation requirements for the buy-up LTD benefit.	20%. This should not be a problem as the participation in the buy-up plans is over 50%.
Short Term Disability		
5.1	Do you have a formal Return to Work (RTW) program?	Yes
5.2	Do you look for job modifications or light assignments?	Yes
5.3	Do you offer financial incentives for Return to Work efforts?	Yes
5.4	Is the corporate culture of the employer, as well as its industry, taken into consideration in determining the appropriateness of return to work efforts?	Yes
5.5	When determining appropriate durations for disability, which of the following do you rely on?	
	Internal, proprietary guidelines	
	Presley Reed guidelines	We use the MDA Guidelines developed by Presley Reed
	ODG guidelines	
	MDA guidelines	MDA is our primary guideline
	Other	

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
5.6	Please indicate how frequently each of the following guidelines is updated:	
	Internal/Proprietary	
	Presley Reed guidelines	
	ODG guidelines	
	MDA guidelines	Annually
	Other	
5.7	Does the same daims representative handle a STD to LTD case from start to finish.	No, the STD and LTD Examiner/Analyst will work closely together when transitioning a claim to minimize any impact to the claimant.
5.8	If management of a claim changes with benefit moving from STD to LTD, explain when the change takes place and how the process works. Include timing, data requirements and any applicable charges	As the LTD transition date approaches, the Benefits Analyst or Examiner may request updated medical information, vocational information and/or confirmation of other income from the disabled employee, treating physician, employer or deductible income source. Specific requirements vary between claims; what's mandatory for one claim may be optional for another. Our claims system is hard-coded with periodic mandatory review dates to ensure appropriate follow-up.
5.9	Do you have STD rehabilitative provisions?	Yes
5.10	Are STD rehabilitative plan provisions included in your rates or provided at an additional cost?	The rehabilitative plans are included in our quoted rates.
5.11	If rehabilitative servces are provided at an additional rate, please indicate what the charges may be.	rehabilitative services are provided at no additional cost.
5.12	Please list any deviations from the current STD plan provisions as identified in the SPD	None
5.13	Will you provide customized letters (maternity, state specific, letters describing concurrent benefits from integrated programs, appeal/denial, etc.)? If no, please explain.	Yes
5.14	Will costs for the standard reports that are generated for University of Idaho be included in the fees? Please list the standard reports.	<p>Yes, As an eligible subscriber to Reports OnlineSM (ROL), University of Idaho will have access to specified disability claims reports, status information and quarterly case management reports relevant to your plan and claims. With ROL, an authorized staff member with internet access can view the selected materials; download report data to a spreadsheet application, segment reports by subunit (office location, division, tax unit, etc.) and control user access privileges to sensitive information.</p> <p>Life Reports</p> <p>The Standard provides the following two reports on a regular basis and upon request to our life customers:</p>

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>Experience Reports — show the current policy year and all years' experience and are produced annually. These reports illustrate premiums, paid claims and claim reserves. For experience-rated groups, retention is also shown.</p> <p>Claim Experience Reports — list the individual claims that were active and closed during the time period requested. The information includes benefits paid, as well as beginning and ending reserves.</p> <p>Additionally, for the ease of your administrators, the following reports are available online and are updated daily using AdminEASE and Reports Online:</p> <p>Life Claim Status — a listing of all pending and active Life claims, as well as all Life claims closed within the last 90 days.</p> <p>Life Payment Detail — this report provides payment information for all active and pending claims, as well as all closed claims within that last 90 days.</p> <p>Expanded Claim Detail — this report provides a detailed snapshot of all active and pending claims, and closed claims within the last 90 days.</p> <p>Diagnosis Summary — this report provides a breakdown of closed claims in broad categories of related diagnoses within the last 90 days.</p> <p>Disability Reports</p> <p>The following are the various reports available to our disability policyholders:</p> <p>Experience Report — this is a financial statement that shows the current policy year and year's experience. It shows premiums, paid claims, claim reserves and retention. This report is produced at renewal, year-end and upon request.</p> <p>Claim Experience Report — this is a printout that lists the individual claims that were active during the time period requested. The information includes benefits paid, beginning and ending reserves. This report can be produced for any time period from the policy inception date through the current last full month.</p> <p>Group Benefits Activity Report — this report is produced monthly and details information about Long Term Disability and/or Short Term Disability payments and claim decisions or by policyholder location or affiliate.</p> <p>Disability Income Report — this reports yearly totals for benefit payments and tax withholding for each employee who received Long Term Disability and/or Short Term Disability benefits during the calendar year. The report includes all the information a policyholder needs to prepare IRS Form W-2, Wage and Tax statements for STD claimants. The Standard prepares the W-2s for all LTD claimants.</p> <p>Daily FICA Tax Activity Report — this is used to notify policyholders whenever a FICA Tax deduction is made from a claim payment, and gives the amount of Social Security and Medicare tax withheld. A policyholder may use this information when preparing the IRS Form 941, Employer's Quarterly Federal Tax Return. This information can be reported by employer location or affiliate with different taxpayer identification numbers, if requested.</p> <p>The following reports are available for viewing or printing as often as the group desires.</p>

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>Many are updated daily to provide the most accurate and timely information possible:</p> <p>Claim Status Reports — Updated Daily:</p> <p>Claim Status — a listing of all incomplete, pending, active and closed STD or LTD claims within the last 30 days for STD or 90 days for LTD.</p> <p>Most Recent Checks — a listing of all benefit checks issued in the last 30 days for STD or 90 days for LTD.</p> <p>Paid Claim Reports:</p> <p>STD — Updated Weekly:</p> <p>Claims to Pay — a listing of all active STD claims and the time period for which benefits are due.</p> <p>Claims in Non-Payment Status — a listing of all incomplete, denied, pending and suspended STD claims.</p> <p>Payment Detail — this shows all STD benefits due for each claimant for the specified period.</p> <p>LTD — Updated Daily:</p> <p>Benefit Calculation Report — this shows pertinent claimant data and benefit calculation detail for all active LTD claims.</p> <p>Case Management Reports — Updated Quarterly:</p> <p>STD Reports:</p> <p>Benefits Paid by Diagnosis — this report shows total benefits paid on all approved but currently closed STD claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Diagnosis — this report gives the length of time from date of disability to date of claim closure for approved but currently closed STD claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Closure Reason — this report indicates the length of time from date of disability to date of claim closure for all STD claims closed during the previous quarter. Reports are sorted by closure reason.</p> <p>Benefits Paid by Occupation — this report provides total benefits paid on all approved but currently closed STD claims incurred during the previous quarter. Reports are sorted by occupation type.</p> <p>Quarterly Paid Claims — this report shows the total benefits paid on active and closed STD claims for the prior four quarters.</p> <p>LTD Reports:</p> <p>Benefits Paid by Diagnosis — this report shows total benefits paid on all approved but</p>

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
		<p>currently closed LTD claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Diagnosis — this report gives the length of time from date of disability to date of claim closure for approved but currently closed claims incurred during the previous quarter. Reports are sorted by diagnosis type.</p> <p>Claims Duration by Closure Reason — this report indicates the length of time from date of disability to date of claim closure for all LTD claims closed during the previous quarter. Reports are sorted by closure reason.</p> <p>Benefits Paid by Occupation — this report provides total benefits paid on all approved</p>
5.15	Can University of Idaho run these standard reports at will? Can they be accessed on-line?	Yes, University of Idaho can run standard reports at will and these reports are available on-line.
5.16	Which of the following will be included in your STD performance guarantees (answer "yes" to all that apply)?	<p>Through the Performance Guarantee Program, our policyholders decide what aspects of service are most important to them and rate their satisfaction based on those criteria. The Standard promises to make every effort to meet those overall service expectations.</p> <p>If we fail to meet expectations, we will refund five percent (5%) of the previous quarter's plan administration expenses, excluding commission, premium tax and risk charges. We automatically offer the Performance Guarantee Program to group policyholders with 1,000 or more insured employees.</p>
	Claims administration/case management	Please see comments above regarding performance guarantees
	Claims turnaround time (including statutory compliance)	Please see comments above regarding performance guarantees
	Claim follow up procedures	Please see comments above regarding performance guarantees
	Financial claim payment accuracy (including statutory compliance)	Please see comments above regarding performance guarantees
	Communication accuracy (e.g., name, address, etc.)	Please see comments above regarding performance guarantees
	Case management documentation	Please see comments above regarding performance guarantees
	Clinical case manager case load	Please see comments above regarding performance guarantees
	Clinical case manager response time	Please see comments above regarding performance guarantees
	Return to work documentation	Please see comments above regarding performance guarantees
	Customer service	Please see comments above regarding performance guarantees
	Call speed to answer	Please see comments above regarding performance guarantees
	Call abandonment rate	Please see comments above regarding performance guarantees
	Inquiry resolution rate	Please see comments above regarding performance guarantees
	Case management documentation	Please see comments above regarding performance guarantees
	Account management implementation	Please see comments above regarding performance guarantees
	Reporting and data timing	Please see comments above regarding performance guarantees
	Reporting and data quality	Please see comments above regarding performance guarantees
	Satisfaction survey results	Please see comments above regarding performance guarantees
	Implementation timeframes, communications and responsiveness	Please see comments above regarding performance guarantees
	Completion of key milestones	Please see comments above regarding performance guarantees
	Stability of Account Manager for minimum timeframe	Please see comments above regarding performance guarantees
	Eligibility file updates	Please see comments above regarding performance guarantees
5.17	Confirm you can guarantee rates for three or more years for short-term disability.	The Standard is offering a three year rate guarantee.
5.18	Confirm renewal rates will be furnished at least 180 days prior to the end of the contract year.	Confirmed

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
5.19	Confirm no commissions, overrides, and/or finder's fees will be paid to any party. All rates should be quoted net of commissions.	Confirmed
5.20	Please indicate the approaches your company takes to prevent abuse:	
	Monitors claims to prevent abuse	Yes
	Administers claims to prevent abuse	Yes
	Investigates claims to prevent abuse	Yes
5.21	Please briefly describe your abuse prevention services	<p>Our Special Investigations Unit (SIU):</p> <ul style="list-style-type: none"> • Conducts anti-fraud training. • Reviews and investigates claims for potential fraud. • Follows through with fraud reporting to applicable state agencies. • Refers fraud cases to appropriate outside law enforcement agencies for criminal prosecution. <p>Benefits Examiners and Analysts have access to the SIU via email or telephone and also during weekly rounds where the Examiners/Analysts can discuss questionable claims or issues. Our claims system retains disabled individuals' claim records by Social Security Number for up to seven years after the date of claims closure, letting us identify claims the individual previously filed, so we can review them in conjunction with any new claims the individual submits. Our Analysts/Examiners review each new claim for recurrent disability and/or the potential for fraud. If there have been multiple claims filings.</p> <p>Our Nurse Case Managers, Physician Consultants and Vocational Case Managers are also instrumental in identifying potentially fraudulent claims, such as where symptoms are exaggerated, or the insured individual appears to be working. In addition, Supervisors and senior Benefits staff conduct monthly claims audits, which provide</p>
5.22	Please indicate the case management services included for STD	
	Case management is provided	Yes
	Single case manager handles all contact with employee	Yes
	Coordinated communications related to a particular disability; employee does not receive duplicate or conflicting information	Yes
5.23	Do you provide case management or do you contract with a 3rd party?	We provide case management in house.
5.24	Please confirm that you accept legal liability for all claim decisions	Confirmed
5.25	Do you have the ability to provide telephonic intake of claims?	Yes
5.26	Please indicate the level of employee who acts as the initial intake contact when an employee calls with a claim question:	
	Nurse (RN)	
	Trained Customer Service Representative	Initial intake
5.27	Do you charge for deductions and withholding services?	This service is offered at no additional cost to the City.

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
5.28	What kind of documentation of withholding services do you provide?	In response to our customers' requests, The Standard now offers an automated Benefit Contribution Deduction service that itemizes up to 18 deductions per claim for LTD and STD claims payments, for both insurance and non-insurance coverages. The Standard will accumulate all withholdings and remit payment to the policyholder for all their employees once per month. A signed Service Agreement is required. Benefit Contribution Deduction would continue after age 65 as long as the claim remains open.
5.29	Do you prepare and distribution W-2 forms to employees on disability?	We provide annual W-2 tax statements for LTD, ASO STD and insured STD with FICA Tax Service Agreements, and we remit and file all tax withholdings for these products.
5.30	Do you charge for any services associated with providing W-2 forms?	No
Vendor Forms		
6.1	Please provide the standard STD/LTD forms needed to administer a plan similar to the one addressed in this RFP.	Provided, please refer to section D of our proposal for a sample life and disability claim form.
6.2	Please provide a sample Explanation of Benefits	Provided, please refer to section D of our proposal for a sample explanation of benefits.
6.3	Please provide a copy of your standard contracts for each product that you are quoting.	Provided, please refer to section D of our proposal for a sample contract.
6.4	Please attach your standard eligibility feed file format.	Provided, please refer to section D of our proposal for a sample eligibility feed
Proposed Rates		
7.1	Please send your rate tables (in attached Excel format) for all lines of coverage . Please provide rates on a monthly basis	Confirmed.
7.2	Please indicate the length of time for which the rates are guaranteed.	Three years.
References		
8.1	Provide names, addresses and contact information for three current references for which you provide the same services requested by University of Idaho. References should be based on the office that will be providing services to University of Idaho. Two of the listed clients should be of a similar size/composition to University of Idaho.	
	Reference # 1	
	Organization Name:	Auburn University
	Address:	212 Ingram Hall, Auburn, Alabama 36849
	Effective date of contract:	10/1/2009
	Contract and title:	Life, Dep. Life, AD&D, LTD
	Phone number:	334.844.4183
	Number of enrolled employees:	5,200
	Reference # 2	
	Organization Name:	Indiana University
	Address:	400 E 7th Street, Poplars Bldg. Rm E165, Bloomington, IN 47405
	Effective date of contract:	1/1/2004

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
	Contract and title:	Life, Dep. Life, AD&D, LTD
	Phone number:	812.855.8381
	Number of enrolled employees:	9,450
	Reference # 3	
	Organization Name:	University of Toledo
	Address:	Mail Stop 205 2801 W Bancroft Street, Toledo, OH 43606
	Effective date of contract:	1/1/2008
	Contract and title:	Life, Dep. Life, AD&D, LTD
	Phone number:	419.530.1442
	Number of enrolled employees:	4,900

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number	Questions	Response
8.2	Provide information for three reference who have terminated within the past 12 months. If possible, two of the listed clients should be of a similar size/composition to University of Idaho.	
	Reference # 1	
	Organization Name:	Asante Health System
	Address:	2635 Siskiyou Boulevard, Medford, OR 97504
	Effective date of contract:	5/1/1996
	Contract and title:	Life, Dep. Life, AD&D, LTD
	Phone number:	541.789.4419
	Number of enrolled employees:	3,400
	Reason for termination:	Rates / Moved to Trust
	Vendor to which the business was lost:	As a courtesy, it is our policy to allow the terminated client to choose whether or not to share their new carrier info with the potential client.
	Description of services provided:	Life, Dep. Life, AD&D, LTD
	Reference # 2	
	Organization Name:	The University of North Dakota
	Address:	264 Centennial Drive, Stop 7127, Grand Forks, ND 58202
	Effective date of contract:	1/1/2008
	Contract and title:	Life, Dep. Life, AD&D
	Phone number:	701.777.4228
	Number of enrolled employees:	3,000
	Reason for termination:	Renewal / Financial
	Vendor to which the business was lost:	As a courtesy, it is our policy to allow the terminated client to choose whether or not to share their new carrier info with the potential client.
	Description of services provided:	Life, Dep. Life, AD&D
	Reference # 3	
	Organization Name:	University of Minnesota
	Address:	319 15th Avenue SE, Minneapolis, MN 55455
	Effective date of contract:	12/1/2006
	Contract and title:	STD, LTD
	Phone number:	612.626.0094
	Number of enrolled employees:	4,600 – STD 12,600 – LTD
	Reason for termination:	Lower Rates
	Vendor to which the business was lost:	As a courtesy, it is our policy to allow the terminated client to choose whether or not to share their new carrier info with the potential client.
	Description of services provided:	STD, LTD
8.3	Indicate the number and percentage of employer clients your organization contracts with for the products requested in this RFP for employers with 1,000 - 5,000 employees.	
	Number of employers:	871
	Percentage of your base book of business:	3%
	Total Number of subscribers:	3,633,233

QUESTIONNAIRE

University of Idaho -- Life, AD&D/Disability - Request For Proposal

Bidding Vendor: Standard Insurance Company

Question Number

Questions

Response

Certification

INSURANCE COMPANY Standard Insurance Company

DATE 6-1-72

SIGNATURE [Handwritten Signature]

TITLE AVP, Customer Support



Proposer Exceptions

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 consist 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, the Proposer's group insurance policy or policies, and the Proposer's response to the RFP.

Provided, however, that the Proposer's group insurance policy or policies shall govern eligibility for insurance and benefits, and Proposer's rights to amend, re-rate and terminate its group insurance policy or policies.

We cannot agree to the highlighted sentence above. We must issue a group insurance policy, which is filed with and approved by the Idaho DOI. So our group insurance policy must be a part of any agreement.

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.

Provided, however, this shall not apply to any legal proceedings that arise out of or are related to a benefits decision under Proposer's group insurance policies.

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.

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.

6-45 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, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, disability or status as a Vietnam era 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 PUBLIC RECORDS

The University is a public agency. All documents in its possession are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the University from any claim or suit arising from the University's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The University will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the University will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO INFORMATION SECURITY AND DATA MANAGEMENT:

6-34 Data Compromise Response

- a. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Customer or End User Data, Vendor will notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer.
- b. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to Customer under law or equity, Vendor will reimburse Customer in full for all costs incurred by Customer in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of 12 months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise.

6-35 Data Integrity

Vendor will take commercially reasonable measures, including regular data integrity audits, to protect Customer and End User Data against deterioration or degradation of data quality and authenticity.

6-36 Data Privacy

- a. Vendor will use Customer Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for Customer's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Customer or as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such data for Vendor's own benefit and, in particular, will not engage in "data mining" of Customer or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.
- b. All Customer and End User Data will be stored on servers, located solely within the Continental United States.
- c. Vendor will provide access to Customer and End User Data only those Vendor employees and subcontractors who need to access the data to fulfill Vendor's obligations under this Agreement. Vendor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with, the data protection provisions of this Agreement, and have undergone all background screening and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling prior to being granted access to the Data.

6-37 Data Retention and Disposal

- a. Vendor will use commercially reasonable efforts to retain data in an End User's account, including attachments, until the End User deletes them or for an alternative time period mutually agreed by the parties.
- b. Using appropriate and reliable storage media, Vendor will regularly back up Customer and End User Data and retain such backup copies for a minimum of 12 months. At the end of that time period and at Customer's election, Vendor will either securely destroy or transmit to Customer repository the backup copies. Upon Customer's request, Vendor will supply Customer a certificate indicating the records destroyed, the data destroyed, and the method of destruction used.

c. Vendor will retain logs associated with End User activity for a minimum of 12 Months, unless the parties mutually agree to a different period.

d. Vendor will immediately place a "hold" on the destruction under its usual records retention policies of records that include Customer and End User Data, in response to an oral or written request from Customer indicating that those records may be relevant to litigation that Customer reasonably anticipates. Oral requests by Customer for a hold on record destruction will be reduced to writing and supplied to Vendor for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Vendor regarding the preservation and disposition of these records. Vendor shall continue to preserve the records until further notice by Customer.

6-38 Data Security and Integrity [under review by IT security personnel]

a. All facilities used to store and process Customer and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption. Vendor agrees and certifies that it, the system or any third parties working on the vendor's behalf have complied with all applicable requirements to be considered PCI- level 1 compliant and has taken all necessary steps to validate its compliance with the PCI DSS and PA DSS. Vendor is required to demonstrate compliance with this requirement by maintaining the application listing on The PCI Security Standards Council (see https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true).

b. Vendor will use industry standard and up to date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

d. Vendor will at its expense conduct or have conducted at least annually:

- A SAS 70 audit of Vendor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II;
- A vulnerability scan, performed by a scanner approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and
- A formal penetration test, performed by a process and qualified personnel approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement.

e. Vendor will provide Customer upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. Customer may require, at its expense, Vendor to perform additional audits and tests, the results of which will be provided promptly to Customer.

6-39 Data Transfer upon Termination or Expiration

a. Upon termination or expiration of this Agreement, Vendor will ensure that all Customer and End User Data are transferred to Customer or a third party designated by Customer securely, within a reasonable period of time, and without significant interruption in service. Vendor will ensure that such migration uses facilities and methods are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that Customer will have reasonable access to Customer and End User Data during the transition.

b. Vendor will notify Customer of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing Customer access to Vendor's facilities to remove and destroy Customer owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Customer. Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with

supporting documentation, indicating which if any of these are owned by or dedicated to Customer. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Customer, all such work to be coordinated and performed in advance of the formal, final transition date.

6-40 Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Vendor will:
- Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer and/or End User Data;
 - Consult with Customer regarding its response;
 - Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and
 - Upon Customer's request, provide Customer with a copy of its response.
- b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Vendor, Customer will promptly provide a copy to Vendor. Vendor will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with its response.

6-41 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service:

- a. Vendor warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. Vendor further warrants that the Services will be Operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%. In the event of a Service outage, Vendor will (a) promptly and at Vendor's expense use commercial best efforts to restore the Services as soon as possible, and (b) unless the outage was caused by a Force Majeure event, refund or credit Customer, at Customer's election, the prorated amount of fees corresponding to the time Services were unavailable. Neither party will be liable to the other for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by forces beyond that party's reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so.
- b. From time to time it may be necessary or desirable for either the Customer or Vendor to propose changes in the Services provided. Such changes shall be made pursuant to the Change Control Procedure. Automatic upgrades to any software used by Vendor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Vendor on a schedule no less favorable than provided by Vendor to any other customer receiving comparable levels of Services.
- c. Vendor will provide Customer with seven days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Vendor will schedule downtime during times of ordinarily low use by Customer. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law Vendor will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime.
- d. Customer may suspend or terminate (or direct Vendor to suspend or terminate) an End User's access to Services in accordance with Customer's policies. Customer will assume sole responsibility for any claims made by End User regarding Customer's suspension/termination or directive to suspend/terminate such service. Vendor may suspend access to Services by Customer or an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Vendor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Vendor may suspend Customer's access to Services if, after at least thirty (30) days' written notice to Customer and subsequent good faith, commercially reasonable efforts to resolve the matter with Customer to the parties' mutual satisfaction, Customer remains in material breach of this Agreement. The suspension will be lifted immediately once the breach is cured. Vendor may suspend access to Services by an End User in response to (i) a material breach by End User of any terms of use s/he has

agreed to in connection with receiving the Services. Vendor will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not feasible, as soon as reasonably possible thereafter.

The Standard has 15 codified and approved policies and standards based on ISO 17799:2005. Several of these policies and standards deal specifically with privacy and security, as well as data classification, operational management, data processing and access management.

The Standard has an Information Security team dedicated to handling security and privacy incidents and the identification and assessment of risk for the company. We also have a Privacy Oversight Group, with representation from all parts of the business, to provide governance. The Standard requires all employees to take annual training in the following three areas: privacy and security awareness, acceptable system usage and business ethics. The codified policies are part of the privacy and security awareness and acceptable system usage training.

In addition to our dedication to customer privacy and confidentiality we are ailing to negotiate the specific terms of this data security agreement upon notification as a finalist.

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.

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, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution'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 Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

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 Institution 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 Institution, 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. If professional services are supplied to Institution, 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

Purchasing Services
1028 W. 6th Street
P.O. Box 442006
Moscow, Idaho 83844-2006

REQUEST FOR PROPOSALS NO. 12-46J

FOR

Employee Benefits Life and Disability Insurance

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6116
Fax (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: May 7, 2012
Vendors requesting Attachments
Proposals Due: June 6, 2012

TABLE OF CONTENTS

PROPOSAL RESPONSE CERTIFICATION.....4

SECTION 1 - INSTRUCTIONS TO PROPOSERS.....5

1-1 SCOPE OF WORK5

1-2 PROPOSAL SUBMISSION5

1-3 REQUEST FOR PROPOSAL SCHEDULE5

1-4 INQUIRIES.....5

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP6

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS6

1-7 ERASURES AND INTERLINEATIONS6

1-8 ACKNOWLEDGMENT OF AMENDMENTS OF RFP6

1-9 PROPOSAL COPIES6

1-10 OFFER ACCEPTANCE PERIOD6

1-11 REJECTION OF PROPOSALS6

1-12 PROPOSAL PRICE6

1-13 TERM OF AGREEMENT7

1-14 AWARD OF AGREEMENT7

1-15 PROPOSAL CONFIDENTIALITY7

1-17 FAR REQUIREMENT7

1-18 RECORD OF PURCHASES.....7

1-197 APPEAL OF AWARD.....7

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS.....8

2-1 GENERAL8

2-2 RFP RESPONSE OUTLINE.....8

SECTION 3 - TECHNICAL SPECIFICATIONS.....9

3-1 BACKGROUND9

3-2 SPECIFICATIONS9

3-3 LIFE INSURANCE9

3-4 DISABILITY INSURANCE.....9

SECTION 4 - PROCUREMENT PROCESS.....12

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION.....12

4-2 PROPOSAL CLASSIFICATION12

4-3 PROPOSER INVESTIGATION12

4-4 FINAL OFFERS AND AWARD OF AGREEMENT12

SECTION 5 - EVALUATION PROCESS13

5-1 EVALUATION CRITERIA13

SECTION 6 - GENERAL CONTRACTUAL TERMS & CONDITIONS.....14

6-1 AGREEMENT TERMS AND CONDITIONS.....14

6-2 ASSIGNMENT14

6-3 TERMINATION FOR CONVENIENCE14

6-4 TERMINATION FOR DEFAULT14

6-5 APPLICABLE LAW AND FORUM14

6-6 LAWS, REGULATIONS AND PERMITS.....14

6-7 GENERAL QUALITY.....14

6-8 PROOF OF COMPLIANCE WITH AGREEMENT15

6-9 PAYMENT AND ACCEPTANCE15

6-10 CONTINUATION DURING DISPUTES 15

6-11 SEVERABILITY 15

6-12 INTEGRATION..... 15

6-13 BINDING EFFECT..... 15

6-14 APPROPRIATIONS CLAUSE..... 15

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS 15

6-16 COMPLIANCE WITH GOVERNOR’S EXECUTIVE ORDER..... 15

6-17 DEBARMENT, SUSPENSION OR EXCLUSION 16

6-18 NON-USE OF NAMES AND TRADEMARKS 16

6-19 CONTRACTOR REPRESENTATIONS 16

6-20 REGENTS’ APPROVAL..... 16

6-21 SURVIVAL OF TERMS 16

6-22 HEADINGS 16

6-23 ADDITIONAL ACTS 16

6-24 TIME OF ESSENCE 16

6-25 WAIVER..... 17

6-26 FORCE MAJEURE..... 17

6-27 NO JOINT VENTURE..... 17

6-28 INFORMATION TRUE AND CORRECT 17

6-29 EQUAL OPPORTUNITY..... 17

6-30 CONFIDENTIALITY 17

6-31 UNIVERSITY’S RULES, REGULATIONS, AND INSTRUCTIONS 18

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO INFORMATION SECURITY AND DATA
MANAGEMENT 18

SECTION 7 - GENERAL, PUBLIC LIABILITY, AND WORKER'S COMPENSATION INSURANCE22

7-1 RISK OF LOSS 22

7-2 INDEMNIFICATION..... 22

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 12-46J

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

Company

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 competitive group life, group long-term disability (LTD) and group short-term disability (STD) options for the benefits eligible employees of University of Idaho.

Currently the program is administered through two vendors, Hartford and the Standard. Management would like to reduce the complexity of administration of two carriers into one while obtaining competitive rates if warranted. The University is requesting bid submissions as follows:

- Life/AD&D Insurance only
- Disability Insurance only
- Life/AD&D Insurance and Disability Insurance

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 June 6, 2012 to University of Idaho Purchasing Services, 1028 W. 6th Street, P.O. Box 442006, Moscow, ID 83844-2006.

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

May 7, 2012 Request for Proposals issued

May 17, 2012 Inquiries Due @ 2:00 PM Pacific

June 6, 2011 Proposals Due @ 4:00 PM Pacific

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing (email is acceptable) and received by the University's office of Purchasing Services no later than 2:00 p.m., Pacific Time, on May 17, 2012, to:

Christopher Johnson, Director
University of Idaho
Purchasing Services

1028 West 6th Street
P.O. Box 4442006
Moscow, ID 83844-2006
Telephone: (208) 885-6116
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 three (3) years, commencing upon the date of execution by the university. 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, 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 renewal. 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 offerer'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 or 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 Contracts and Purchasing Services. The appeal must be received by the Director of Contracts and 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. Costs: Include itemized costs for all components and features to be delivered. A rate sheet has been provided as Attachment 1 to this RFP. Responders shall not alter formatting.
- F. Questions to Vendors: Please respond with short, clear and concise answers to all questions contained in Attachment 2: Questions to Vendors. Responders shall not alter formatting.
- G. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3-1. BACKGROUND INFORMATION

The University of Idaho opened its doors on Oct. 3, 1892, when it welcomed about 40 students and one professor. Today, the university is home to nearly 12,000 students and nearly 3,159 faculty and staff. It continues to be a leading place of learning in Idaho and the West, because although it is ever-responsive to the changing needs of its students and society, it never forgets its roots and traditions.

The main campus is located in Moscow, Idaho. Other locations include Boise, Coeur d'Alene, Idaho Falls, and Post Falls, Idaho. Enrolled students are from all 44 Idaho counties, 50 states (plus the District of Columbia and Puerto Rico) and 73 foreign countries.

More information on the University of Idaho and latest news can be found at <http://www.uidaho.edu>.

3-2 SPECIFICATIONS

Please provide life, STD and LTD options that DUPLICATE the current plan designs. It is assumed that current levels of coverage for all plan participants will be grandfathered with no loss or reduction in coverage levels.

The contents of this RFP consist of the following components:

- Historical claims experience
- Carrier experience
- Census file
- Copies of the current Summary Plan for all benefits eligible employees

Contained in Attachments 3 through Attachment 8.

The RFP process centers on your ability to DUPLICATE the current schedule of life insurance, STD and LTD benefits. We would also like a quote on changing the basic life insurance benefit to a flat \$50,000 in addition to the current schedule. You will be evaluated on your proposed rates/fees, the length of your rate guarantees and any suggested enhancements or processes that you might propose for these plans (i.e. alternate funding arrangements) that do not change the current benefit offerings.

The effective dates of the plans will be January 1, 2013. However, we will be making our award of this business to allow for our staff communications and open enrollment in October.

3-3 Life Insurance

I. The University of Idaho provides group life insurance coverage to the following classes:

Class 1. Active employees:

- a. Classified as a regular full-time, part-time or temporary Board of Regents-appointed employee,
- b. Assigned to work a minimum of 20 hours per week, and
- c. Working on an appointment lasting a minimum of five consecutive months.

Class 2. Retirees who are considered Tier I retirees.

II. The University provides Basic Life Insurance as follows:

- Class 1: 1 x Salary – employee’s annual base salary
Class 2: the lesser of \$10,000 or their coverage as an employee in effect on June 30, 2007.

III. The University provides Supplementary Life Insurance to Class I employees as follows:

1. Employee Supplementary Life Insurance
2. Spouse Supplementary Life Insurance
3. Dependent Supplementary Life Insurance
4. Optional AD&D coverage for employee or employee + family

IV. Current Evidence of Insurability Rules:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any combined Plan 1 and Plan 2 Life Insurance Benefit in excess of the lesser of Guarantee Issue Amount of \$500,000 or 3 times your Annual Earnings.
- e. For any Dependents Life Insurance Benefit for your Spouse in excess of the Guarantee Issue Amount of \$25,000.
- f. For elective increases for Contributory insurance.

The requirement in a., c., and f. above are waived as follows, if they apply during our Annual Enrollment Period or during the first 30 days following a Family Status Change:

- a. For late application or an increase of one increment of Life Insurance up to the Guarantee Issue Amount;
- b. For an increase in Dependents Life Insurance from \$10,000 to \$25,000 for their spouse and
- c. For late application for up to \$10,000 of Dependents Life Insurance for their spouse or child.

Additional Benefit Information is available on the University of Idaho website:

<http://www.uidaho.edu/benefits/core-benefits/other-core-benefits>

or you may review our Summary Plan Description at:

<http://www.uidaho.edu/benefits/forms>

3-4 Disability Insurance:

The University provides Disability Insurance (STD & LTD) to all benefit eligible employees.

3-4-1 Short Term Disability:

The University provides employees with the option of three levels of coverage as outlined in the summary below. Some additional notes:

1. The elimination period is the later of 30 days or exhaustion of all sick leave accumulated. University of Idaho employees accumulate sick leave at the rate of 3.7 hours every two weeks with no limit to how much they can accumulate.
2. The 50% base plan is non-contributory and the benefits are taxable, we do NOT gross the employees pay based on the premium.

3-4-2 Long Term Disability

The University provides employees with the option of three levels of coverage as outlined in the summary below. Some additional notes:

1. Elimination period of 180 days
2. Terms with Normal Social Security Retirement Age
3. The 50% base plan is non-contributory and the benefits are taxable, we do NOT gross the employees pay based on the premium.
4. Limitation for Mental/Nervous = 24 months if *not* confined to a hospital or other place licensed to provide medical care for the disabling condition.
5. Pre-existing Condition Limitation:
 - a. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
 - b. any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse; for which You received Medical Care during the 90 day(s) period that ends the day before:
 - a. Your effective date of coverage; or
 - b. The effective date of a Change in Coverage.

Additional STD & LTD information can be found at:

<http://www.uidaho.edu/benefits/time-away-from-work>

2012 Disability Benefits		
	Short-term Disability (STD)	Long-term Disability (LTD)
Disability coverage provides income protection after a serious illness or injury:	There is a waiting period equal to the number of accumulated sick leave or 30 days – whichever is greater. The benefit then provides up to 22 weeks of income protection.	There is a waiting period of 180-days. STD benefits may still be received during the waiting period. The benefit then pays as long as you remain disabled or, if earlier, until you reach normal Social Security retirement age.
The University automatically provides a base plan of:	50% of your pay, up to \$500 per week (minimum benefit - \$15 per week)	50% of your pay, up to \$2,000 per month
Elect added protection equal to:	<ul style="list-style-type: none"> • 60% of pay, up to \$700 per week OR (minimum benefit - \$15 per week) • 66.67% of pay, up to \$1,250 per week (minimum benefit - \$15 per week) 	<ul style="list-style-type: none"> • 60% of pay, up to \$3000 per month OR • 66.67% of pay, up to \$5,000 per month
	Pay for additional benefits through after-tax payroll deductions. If you receive disability benefits, you pay income taxes on a percentage of your benefits. This percentage is determined when you go out on disability.	
Evidence of Insurability requirements	<ul style="list-style-type: none"> • Coverage is guaranteed and no evidence of insurability (EOI) is required when you enroll for additional STD and LTD benefits within 30 days of your hire date. • If you are increasing your STD coverage later EOI is required. • If you are increasing your LTD coverage later, there is a 12-month pre-existing condition limitation. 	

1. Please describe the claim process for filing for STD from an employees point of view? Are they able to begin a claim with a phone call?
2. What is the average time it takes to approve EOI, for Disability? For Life Insurance?

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 offerers, 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. Offerers 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 offerer'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:

- Rates and rate guarantee periods
- Cultural Fit
- Member support (i.e. calls and claims processing)
- Ability to consolidate lines of coverage
- Strategic partnering opportunities

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 consist 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.

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.

6-45 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, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, disability or status as a Vietnam era 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 PUBLIC RECORDS

The University is a public agency. All documents in its possession are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the University from any claim or suit arising from the University's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The University will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the University will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO INFORMATION SECURITY AND DATA MANAGEMENT:

6-34 Data Compromise Response

- a. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Customer or End User Data, Vendor will notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer.
- b. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to Customer under law or equity, Vendor will reimburse Customer in full for all costs incurred by Customer in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of 12 months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise.

6-35 Data Integrity

Vendor will take commercially reasonable measures, including regular data integrity audits, to protect Customer and End User Data against deterioration or degradation of data quality and authenticity.

6-36 Data Privacy

- a. Vendor will use Customer Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for Customer's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Customer or as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such data for Vendor's own benefit and, in particular, will not engage in "data mining" of Customer or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.
- b. All Customer and End User Data will be stored on servers, located solely within the Continental United States.
- c. Vendor will provide access to Customer and End User Data only those Vendor employees and subcontractors who need to access the data to fulfill Vendor's obligations under this Agreement. Vendor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with, the data protection provisions of this Agreement, and have undergone all background screening and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling prior to being granted access to the Data.

6-37 Data Retention and Disposal

- a. Vendor will use commercially reasonable efforts to retain data in an End User's account, including attachments, until the End User deletes them or for an alternative time period mutually agreed by the parties.
- b. Using appropriate and reliable storage media, Vendor will regularly back up Customer and End User Data and retain such backup copies for a minimum of 12 months. At the end of that time period and at Customer's election, Vendor will either securely destroy or transmit to Customer repository the backup copies. Upon Customer's request, Vendor will supply Customer a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

- c. Vendor will retain logs associated with End User activity for a minimum of 12 Months, unless the parties mutually agree to a different period.
- d. Vendor will immediately place a “hold” on the destruction under its usual records retention policies of records that include Customer and End User Data, in response to an oral or written request from Customer indicating that those records may be relevant to litigation that Customer reasonably anticipates. Oral requests by Customer for a hold on record destruction will be reduced to writing and supplied to Vendor for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Vendor regarding the preservation and disposition of these records. Vendor shall continue to preserve the records until further notice by Customer.

6-38 Data Security and Integrity [under review by IT security personnel]

- a. All facilities used to store and process Customer and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption. Vendor agrees and certifies that it, the system or any third parties working on the vendor’s behalf have complied with all applicable requirements to be considered PCI- level 1 compliant and has taken all necessary steps to validate its compliance with the PCI DSS and PA DSS. Vendor is required to demonstrate compliance with this requirement by maintaining the application listing on The PCI Security Standards Council (see https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true).
- b. Vendor will use industry standard and up to date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.
- d. Vendor will at its expense conduct or have conducted at least annually:
 - A SAS 70 audit of Vendor’s security policies, procedures and controls resulting in the issuance of a Service Auditor’s Report Type II;
 - A vulnerability scan, performed by a scanner approved by Customer, of Vendor’s systems and facilities that are used in any way to deliver services under this Agreement; and
 - A formal penetration test, performed by a process and qualified personnel approved by Customer, of Vendor’s systems and facilities that are used in any way to deliver services under this Agreement.
- e. Vendor will provide Customer upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. Customer may require, at its expense, Vendor to perform additional audits and tests, the results of which will be provided promptly to Customer.

6-39 Data Transfer upon Termination or Expiration

- a. Upon termination or expiration of this Agreement, Vendor will ensure that all Customer and End User Data are transferred to Customer or a third party designated by Customer securely, within a reasonable period of time, and without significant interruption in service. Vendor will ensure that such migration uses facilities and methods are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that Customer will have reasonable access to Customer and End User Data during the transition.
- b. Vendor will notify Customer of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing Customer access to Vendor’s facilities to remove and destroy Customer owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Customer. Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with

supporting documentation, indicating which if any of these are owned by or dedicated to Customer. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Customer, all such work to be coordinated and performed in advance of the formal, final transition date.

6-40 Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Vendor will:
 - Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer and/or End User Data;
 - Consult with Customer regarding its response;
 - Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and
 - Upon Customer's request, provide Customer with a copy of its response.

- b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Vendor, Customer will promptly provide a copy to Vendor. Vendor will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with its response.

6-41 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service:

- a. Vendor warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. Vendor further warrants that the Services will be Operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%. In the event of a Service outage, Vendor will (a) promptly and at Vendor's expense use commercial best efforts to restore the Services as soon as possible, and (b) unless the outage was caused by a Force Majeure event, refund or credit Customer, at Customer's election, the prorated amount of fees corresponding to the time Services were unavailable. Neither party will be liable to the other for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by forces beyond that party's reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so.

- b. From time to time it may be necessary or desirable for either the Customer or Vendor to propose changes in the Services provided. Such changes shall be made pursuant to the Change Control Procedure. Automatic upgrades to any software used by Vendor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Vendor on a schedule no less favorable than provided by Vendor to any other customer receiving comparable levels of Services.

- c. Vendor will provide Customer with seven days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Vendor will schedule downtime during times of ordinarily low use by Customer. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law Vendor will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime.

- d. Customer may suspend or terminate (or direct Vendor to suspend or terminate) an End User's access to Services in accordance with Customer's policies. Customer will assume sole responsibility for any claims made by End User regarding Customer's suspension/termination or directive to suspend/terminate such service. Vendor may suspend access t to Services by Customer or an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Vendor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Vendor may suspend Customer's access to Services if, after at least thirty (30) days' written notice to Customer and subsequent good faith, commercially reasonable efforts to resolve the matter with Customer to the parties' mutual satisfaction, Customer remains in material breach of this Agreement. The suspension will be lifted immediately once the breach is cured. Vendor may suspend access to Services by an End User in response to (i) a material breach by End User of any terms of use s/he has

agreed to in connection with receiving the Services. Vendor will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not f feasible, as soon as reasonably possible thereafter.

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.

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, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution’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 Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

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 Institution 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 Institution, 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. If professional services are supplied to Institution, 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 - REQUEST FOR PROPOSAL

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 institution, 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.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

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) 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. Where required by law, 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. If professional services are supplied to the Institution, 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:

Carry Salonen, Risk Specialist, University of Idaho.
 PH (208) 885-7177. FAX (208) 885-9490
 csalonen@uidaho.edu

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

LEWIS-CLARK STATE COLLEGE

SUBJECT

Approval to reinstate the Vice President for Student Affairs position

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

On July 1, 2004, as part of Lewis Clark State College's (LCSC) efforts to realign its organizational structure with its strategic plan, improve unit effectiveness, and achieve immediate cost savings, the College converted its long-standing "Vice President for Student Affairs (VPSA)" position to "Dean of Student Services." In order to keep the workload of the new dean position manageable, several former VPSA functions (including Learning Services, Residence Life, Student Life, Native American/Minority Student Services, and Student Discipline) were reassigned to the remaining two vice presidents and other deans. This change to the VPSA position dovetailed with the earlier conversions (clarifying the authority and accountability) of other administrative positions to the new positions of Dean of Academic Programs, Dean of Professional-Technical Programs, and Dean of Community Programs, the latter three positions representing the three primary components of LCSC's three-part mission under its strategic plan. The move to the four-dean configuration concentrated top-level direction among the President and two vice presidents (the VP for Academic Affairs/Provost and VP for Finance and Administration). Since that time, LCSC has operated without associate or assistant vice presidents, and, from time-to-time, functions have been carried out by dual-hatting some position holders. Examples of dual-hatted functions have included, among others, Athletic Director, Governmental Relations, Registrar, Admissions, Institutional Research, Institutional Assessment and Planning, and Internal Auditor.

In the period since the VPSA position was down-sized in 2004, headcount at LCSC has grown by over 41%, strategic enrollment management (recruiting, retention, advising) has become ever more critical at both the institution and system levels (as reflected in both State Board and LCSC strategic initiatives), and the scope and level of effort needed to comply with new federal regulatory requirements have significantly expanded. As the workload of the vice presidents and the three other deans has grown, most of the functions which had been reassigned to other units when the VPSA position was eliminated have migrated back to the Dean of Student Services. Driven by these factors, the Dean of Student Services is now called upon on a daily basis to engage in planning and decision-making with the President and Vice Presidents, serving in the capacity of a *de facto* VPSA in order to meet mission requirements.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

In light of the above, it makes sense for LCSC to restore this position at a vice-president level of responsibility, as is common practice among most colleges. While the Board has delegated personnel management functions to the institution executives, current policy reserves position authorizations at the vice president level (or equivalent) or positions with salaries at/above 75% of the President's salary [not a factor in this request] to the Board. LCSC requests permission to convert the current Dean of Student Services position to Vice President for Student Affairs, effective September 1, 2012.

IMPACT

LCSC's President is confident the proposed position upgrade/re-instatement would improve the overall effectiveness and efficiency of Student Affairs operations at the College. The requested change affects only one position at LCSC—overall FTE at the College will be unaffected by this change. The proposed change increases the current salary line of the position from the current FY13 Dean salary at \$82,080 to \$95,000 as VPSA.

STAFF COMMENTS AND RECOMMENDATIONS

For the reasons set forth above, LCSC requests approval to reinstate the Vice President for Student Affairs position into the College's management organizational structure. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to restore its previous position of Vice President for Student Affairs by upgrading its current position of Dean of Student Services, and to approve the request by LCSC to enter into a one-year employment agreement with Dr. Andrew Hanson at an annual salary of \$95,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

REVISED POSITION

Position Title	Vice President for Student Affairs
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	September 1, 2012
Salary Range	\$95,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Student Affairs
Duties and Responsibilities	Provide senior direction to non-curricular student support functions including admissions, registrar, career advising, international programs, recruitment and retention, student success programs, financial aid, minority services, student counseling, residence life operations, student activities, and student health services. Assist President in planning and implementing programs to provide access and high-quality student support to all students at Lewis-Clark State College. Collaborate with functional counterparts at Idaho's colleges and universities and with K-12 leaders to expand educational opportunities for Idaho citizens as they enter and advance in the workforce, improve their quality of life, and gain knowledge and tools to become contributing citizens.
Justification of Position	Current scope and level of responsibility to manage student support operations at LCSC merit vice-president level position.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Approval to award a short term merit pay increase to the Executive Director of the Eastern Idaho Technical College (EITC) Foundation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.c.iii.3)

BACKGROUND/DISCUSSION

This topic is presented to the State Board of Education as required by Board policy and Article V.2.7 of the operating agreement between the Eastern Idaho Technical College and the Eastern Idaho Technical College Foundation.

Board policy provides that supplemental compensation from a foundation made to an institutional employee “must have prior Board approval, and shall be paid by the foundation to the institution, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.”

IMPACT

The approval of this request will allow for the EITC Foundation to provide \$5,000 to the College for a short term merit pay increase to the Foundation’s Executive Director. This award is based on the Director’s meritorious performance during FY12.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Eastern Idaho Technical College and the Eastern Idaho Technical College Foundation to award a one-time short term merit pay increase in the amount of \$5,000 to the Executive Director of the Foundation, and to direct that payment be processed and paid in accordance with Board policy and the Operating Agreement between the College and the College Foundation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	FUNDING EQUITY	Motion to approve
2	PERFORMANCE BASED FUNDING INITIATIVE	Motion to approve
3	FY 2014 LINE ITEMS	Motion to approve
4	FY 2014 CAPITAL BUDGET REQUESTS	Motion to approve
5	INTERCOLLEGIATE ATHLETIC REPORTS NCAA Academic Progress Rate (APR) Scores	Information item
6	AMENDMENT TO BOARD POLICY Section V.B. Occupancy Costs – First Reading	Motion to approve
7	AMENDMENT TO BOARD POLICY Section V.X. Intercollegiate Athletics – Second Reading	Motion to approve
8	BOISE STATE UNIVERSITY Clearwire Lease	Motion to approve
9	BOISE STATE UNIVERSITY Math/Geoscience Remodel Project	Motion to approve
10	BOISE STATE UNIVERSITY Lincoln Recreation Field Project	Motion to approve
11	BOISE STATE UNIVERSITY Dona Larsen Park Project	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
12	BOISE STATE UNIVERSITY Yanke Family Research Park Purchase	Motion to approve
13	UNIVERSITY of IDAHO Kibbie Dome Enhancement Project Loan Modification	Information item
14	UNIVERSITY of IDAHO Hatley Way Sidewalk Dedication to City of Moscow	Motion to approve
15	UNIVERSITY of IDAHO Niccols Building Renovation - Plan/Design Phase	Motion to approve
16	UNIVERSITY of IDAHO Student Union Building Floor Renovation – Plan/Design Phase	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

FY 2014 Line Item: Funding Equity

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.
Office of Performance Evaluations Report: *Equity in Higher Education Funding*

BACKGROUND/DISCUSSION

The Office of Performance Evaluations (OPE) submitted a report in November 2011 which reviewed funding equity in higher education. The two recommendations from the study follow:

- 1) The State Board of Education, in conjunction with the institutions, should develop a Board policy that sets an explicit standard of equitable funding levels. The Board should develop the standard by determining how it will measure whether funding is equitable and what factors explain why differences in funding levels are warranted. In setting a standard, the Board should consider the institution's missions, the historical rationale for each institution's base, the goals of policymakers, and the implications of continuing to use the current funding process.
- 2) The Board should develop a plan to bring funding levels into alignment with a formally established standard for equity. The Board should design this plan to pursue equity while considering the statewide priorities of the Legislature and the potential for economic conditions that limit the amount of new funds available to higher education. By considering the often competing priorities that the Legislature must balance, the Board will better position itself to develop a plan that can make progress toward achieving equity even in years when there is no additional funding from the Legislature.

The Board tasked the BAHHR Committee to work with the institutions to address the OPE report recommendations. Staff has met several times with the BAHHR Committee and the institutions to develop a definition for funding equity and alternatives to maintain equity among the 4-year institutions.

IMPACT

A proposed funding equity model and underlying methodology will be presented to the Board. In short, the methodology attempts to isolate Instruction from the appropriation and ultimately quantifies what it would take to reach funding equity for instructional costs among the institutions. All other costs are generically designated as General Operations costs. The underlying premise is that the only component of the college and universities' budget which is funded based on weighted student credit hours is Instruction by way of the Enrollment Workload Adjustment (EWA) formula, whereas Maintenance of Current Operations (MCO) and/or line items are funded (if at all) as a percent of base or base-plus. Therefore, there is a recognition in this approach that there are variances embedded in the institutions' General Operations base funding due to historical

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

appropriations (line items funded, etc.) reflective of the differences in the institutions' role and missions.

STAFF COMMENTS AND RECOMMENDATIONS

The BAHR Committee has met with Board staff, Financial Vice Presidents and Budget Directors to review, discuss and refine the methodology. The specific proposal and supporting documentation will be provided to the Board in advance of the August Board meeting.

The proposed methodology addresses OPE's recommendation to develop an explicit standard of equitable funding levels while considering factors explaining differences in those funding levels. This is accomplished by separating the general fund appropriation between instruction costs, as measured by weighted credit hours and EWA funding, from all other General Operations, which reflect differences in role and mission, historical base adjustments, and goals of policymakers reflected in historical budget enhancements (line items).

The second recommendation in the OPE report is the need to develop a plan to bring the institutions into alignment with the new funding equity standard. The report emphasizes the need to do this in an economic environment that limits the amount of new funds available to higher education, and asks the Board to consider a funding plan that can make progress toward achieving equity even in years when there is no additional funding from the Legislature. The Board should consider how to be responsive to this recommendation.

Staff recommends including a line item in the FY 2014 budget request for each institution requesting new General Funds in order to achieve funding equity.

BOARD ACTION

I move to adopt the methodology presented to be used for measuring funding equity and to approve the addition of a line item in the FY 2014 College and Universities budget request to achieve funding equity for Boise State University, Idaho State University, and Lewis-Clark State College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

SUBJECT

Performance-based Funding Initiative (PBFi)

REFERENCE

December 2010 PBFi Board work session

BACKGROUND / DISCUSSION

“Resource allocation models are the means to an end, not ends unto themselves. If there is not a clear statement of goals that has broad bipartisan acceptance, then there is almost no chance of creating a performance funding model that can last. ... The public agenda should state a limited set of goals that:

- Are tailored to the needs of the state, not borrowed from elsewhere
- Focus on the needs of the state and its citizens, not the institutions of higher education...

... Goals need to be the driving force for performance funding, not a rhetorical afterthought.”¹

The Complete College Idaho (CCI) Plan proposes focus on improving educational attainment in a way that is responsive to the needs of business and those who will hire the workforce of the future. It further addresses the need for a well-education citizenry. From this plan, Idaho can build a system in which students graduate with the knowledge and skills that maximize their potential for success in the workforce and society while providing business with the necessary talent needed to thrive. The proposed strategies in this plan will aid in meeting the goal that 60% of Idahoans 25 to 34 have a postsecondary degree or certificate by 2020.

CCI Plan: KEY STRATEGY #4

REWARD PROGRESS & COMPLETION	<ul style="list-style-type: none">• Establish Metrics and Accountability Tied to Institutional Mission• Recognize and Reward Performance• Redesign the State’s Current Offerings of Financial Support for Postsecondary Students
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The 60% goal related postsecondary degree and certificate projections and the CCI Plan provide the necessary analysis and framework for the Board to guide and direct the institutions regarding where to invest scarce resources.

The Board had a performance-based funding work session at its December 7, 2011 meeting. This provided the Board and institutions an opportunity to discuss and review the current funding methodology, guiding principles for PBFi, common metrics, and possible funding scenarios.

¹ Jones, Dennis. 2012. “Performance Funding: From Idea to Action.” Washington, DC: Complete College America (February).

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

On January 13, 2012 a meeting of the provosts, vice presidents for finance, budget directors, and directors of institutional research was convened to discuss the technical aspects of a PBF. Outcomes from the meeting included: identification of core goals of performance-based funding and consensus on performance-based funding guiding principles. Specific metrics were discussed (primarily drawn from Complete College America (CCA) Common College Metrics), but the group decided it was too difficult to discuss metrics in the abstract without actual data behind them. This data was transmitted to Board staff in late spring, at which point staff worked with CCA and the institutions to identify and correct any reporting errors.

On July 13, 2012 a second meeting was convened with Board members Don Soltman and Richard Westerberg and representatives from each of the college and universities including provosts, vice presidents for finance, budget directors, and directors of institutional research. The group reviewed and discussed the merits of the individual CCA outcome and progress metrics. The group reached agreement on two outcome metrics to be brought to the Board for approval at its August 2012 Board meeting.

The group also agreed that each institution will provide up to four institution-specific and institution-defined metrics. Institution-specific metrics will be brought forward at the August Board meeting as an information item for Board review and comment. Each institution will propose their baseline or benchmark for all six metrics (i.e. two outcome metrics and up to four institution-specific metrics) at the October Board meeting for approval. Baselines are preferred to measure improvement over time, continuous improvement is not infinite. Benchmarks for some metrics may be used to establish goals.

IMPACT

The workgroup recommends the following two Outcome metrics to the Board for approval:

1. Graduate (i.e. total student) Production
 - a. Measured in absolute numbers, not rates
 - b. Graduate data must be unduplicated
 - c. Use baseline to measure performance
2. Cost per successfully completed weighted student credit hour (WSCH)
 - a. No Incompletes, Withdrawals or grade "F" counted
 - b. Includes remedial courses
 - c. Board finance staff will work with institution financial vice presidents to identify National Association of College & University Business Officers (NACUBO) functional categories to include in calculating the "cost" (i.e. expenditure) per WSCH.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

ATTACHMENTS

Attachment 1 – Minutes from July 13, 2012 PBFI Meeting	Page 5
Attachment 2 – BSU Institution-Specific Metrics	Page 9
Attachment 3 – ISU Institution-Specific Metrics	Page 13
Attachment 4 – UI Institution-Specific Metrics	Page 15
Attachment 5 – LCSC Institution-Specific Metrics	Page 17

STAFF COMMENTS AND RECOMMENDATIONS

The institution-specific metrics as presented in Attachments 2 – 5 are provided in order to give the Board an opportunity to offer comments and feedback so the institutions can refine their metrics for final Board approval in October.

The PBFI workgroup also recommends the Board approve a request for a FY 2014 PBFI line item equivalent to 3% of the FY13 college and universities' general fund base budget (~\$6.8M). The other key component of the PBFI will be to determine the funding formula. The Business Affairs and Human Resources Committee will continue to work with the PBFI workgroup to develop a proposed methodology for rewarding institutions that make progress in improving educational attainment.

Staff recommends approval.

BOARD ACTION

I move to approve the following two Outcome Metrics for use as system-wide metrics as part of a Performance-based Funding Initiative:

- (1) Graduate (i.e. total student) Production
- (2) Cost per successfully completed weighted student credit hour

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education
Performance-based Funding Initiative Meeting

Minutes
July 13, 2012

In attendance

Don Soltman, Vice President, State Board
Richard Westerberg, Past-President, State Board
Matt Freeman, CFO, Board Staff
Selena Grace, CAO, Board Staff
Scott Christie, Financial Manager, Board Staff
Leah Schultz, Research Analyst, Board Staff

Marty Schimpf, Provost, BSU
Stacy Pearson, VP for Finance & Administration, BSU
Jim Munger, Vice Provost for Academic Planning, BSU
Chris Rosenbaum, Budget Director, BSU
Steve Schmidt, IR Director, BSU

Jim Fletcher, VP for Finance & Administration, ISU
Laura Woodworth-Ney, Associate VP for Academic Affairs, ISU
Leo Herrman, Budget Director, ISU
Vince Miller, IR Director, ISU

Keith Ickes, Executive Director Planning & Budget, UI

Carmen Simone, Provost, LCSC
Trudy Alva, Budget Director, LCSC
Howard Erdman, IR Director, LCSC

1. Overview of 60% Goal and CCI Plan
2. Overview of PBF1 guiding principles. Keith Ickes added that the metrics must measure something that can actually be changed by the institution.
3. Discussion of CCA Outcome Metrics
 - a. Richard Westerberg expressed a desire to see metrics fall within the following three categories:
 - i. Output (quantity)
 - ii. Quality
 - iii. Cost (efficiency)
 - b. Graduate (i.e. total student) Production -- **Recommended**
 - i. Better to use absolute numbers in lieu of rates
 - ii. Graduate data must be unduplicated
 - iii. Measures undergraduate (certificate, AA, BA) only? TBD
 - iv. Use baseline to measure performance
 - c. Graduation Rate (time to degree) -- **Not recommended**
 - i. Determined this metric was not appropriate due to unintended consequences surrounding non-traditional students and stop-outs
 - d. Cost per Credit Hour -- **Recommended**
 - i. Cost per successfully completed weighted student credit hour (WSCH)
 - ii. No Incompletes, Withdrawals or grade "F" counted
 - iii. Includes remedial courses
 - iv. OSBE staff to determine if data can be pulled from SLDS
 - v. OSBE finance staff will work with FVPs to identify NACUBO functional categories to include in calculating the "cost" (i.e. expenditure) per WSCH. The IPEDS finance report is another possible source for cost data.
 - e. Recommended Outcome metrics will be brought forward at August Board meeting for approval.
4. Discussion of CCA Progress Metrics
 - a. Remediation -- OSBE Academic Affairs is currently working on remediation reform which makes this metric inappropriate at this time.
 - b. All other CCA progress metrics are implicitly subsumed in the recommended outcome metrics.
5. Discussion of Institution-specific Metrics
 - a. DFM agency profiles and performance measure reports are possible sources for metrics
 - b. General Education Reform initiative will have competencies for system-wide student learning outcomes. Possible source for "quality" metric(s).
 - c. Each institution will provide up to four institution-specific measures -- **Recommended**

- i. Quality metric (mandatory)
 - ii. Progress metric (mandatory)
 - iii. Institution selected/defined metric (discretionary)
 - iv. Institution selected/defined metric (discretionary)
 - d. Institutions will submit their institution-specific measures (and any supporting narrative/ definition) to Matt Freeman by no later than close of business Wednesday, July 25, 2012.
 - e. Institution-specific measures will be brought forward at August Board meeting in an information item.
6. Each institution will propose their baseline or benchmark for all six metrics (i.e. two outcome metrics and up to four institution-specific metrics) at the October Board meeting for approval.
 - a. Baselines are preferred so as to measure improvement over time.
 - b. Recognizing that continuous improvement is not infinite, benchmarks for some metrics may be used to establish goals. Goals need to be a stretch such that there is an element of risk as well as reward.
7. The Board will request a FY2014 PBF1 line item equal to 3% of the FY13 General Fund base.

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Boise State University
Proposed Metrics for Performance Based Funding

Outcome Measures from All Institutions:

➔ **Graduate Production (Count of Distinct Students Receiving Awards)**

Notes:

- A. Defined as the count of distinct students receiving awards during the academic year (Summer-Fall-Spring) as opposed to the count of degrees awarded. The latter measure would be inflated by students who receive multiple awards.
- B. We will disaggregate along four dimensions:
 - Resident vs. Non-resident. Reasoning: It is only if a graduate remains in Idaho after graduation that the graduation of a student helps to attain the 60% goal and helps build our workforce. We have found that although a substantial number of our non-resident graduates remain in Idaho, the proportion is higher for resident graduates.
 - Degree level (Associate's, Bachelor's, Graduate Certificate, Master's, Doctorate). Reasoning: Identifying degree level helps to identify the level of contribution to the workforce. Higher level degrees are generally associated with careers of higher skill level.
 - Underrepresented group membership (First generation, rural, low socioeconomic status, Hispanic or Native American ethnicity). Reasoning: The greatest impact on the college completion rate in the state will result from facilitating the graduation from college of individuals from groups that are historically underrepresented as college graduates.
 - Discipline of major (Graduates from high demand disciplines, including STEM). Reasoning: Graduates from majors such as those in the STEM disciplines are in greater demand than others, and are likely to have a greater impact on workforce status.

➔ **Cost Per Weighted Credit Hour Successfully Completed.**

Notes:

- A. We will express this measure in two ways: (i) with cost adjusted using the Consumer Price Index, thereby providing cost in constant dollars, and (ii) with cost unadjusted.
- B. Credit hours will be weighted according disciplinary and degree-level weightings in EWA policy.
- C. "Cost" will need to be carefully and explicitly defined by the Board staff. At present it is unclear whether it will be total state appropriation, will be

limited to costs for instruction, instructional support, and student support, or will be some other definition of cost.

- D. "Successfully completed" refers to credit hours for classes for which grades of A, B, C, D, or Pass were received, excludes credit hours for which grades of I, F, NP, includes successfully complete credits for load for remedial coursework, and excludes courses that were audited.

Boise State University Proposed Institution-Specific Measures

Measure of Quality

→ Percent of students achieving competency University Learning Outcomes (ULOs).

Notes:

- A. Our ULOs are organized into the following four groups:
- Written & oral communication (ULOs 1-2)
 - Critical inquiry, innovation, teamwork (ULOs 3-4)
 - Civic & Ethical foundations (ULOs 5-6)
 - Disciplinary Lens (ULO's 7-11)
- B. The specific measure we will use is the % of baccalaureate graduates who achieve a competency of "exemplary" or "good" for each of ULOs 1-6 (Intellectual foundations and Civic & ethical foundations) and for ULOs 7-11 (Disciplinary areas).
- C. Tentatively, our goal for this measure is that for each ULO, 90% of graduates will be rated as "good" or "exemplary".

Measure of Progress

→ Graduates per 100 student FTE enrolled

Notes:

- A. Defined as distinct count of graduates per 100 FTE enrolled. One FTE is defined as being enrolled for 30 credit hours per academic year (undergraduate) or 24 credit hours per year (graduate).
- B. We will report baccalaureate and master's/doctorate numbers separately.

Measures of Productivity

→ Externally Funded Research Expenditures

Notes:

- A. Defined as the Total R&D Expenditures as reported to the National Science Foundation.
- B. This measure is regarded as the gold standard of measurement of research activity of a university.

→ Number of Graduates from Doctoral and Master's Programs

Notes:

- A. Defined as the number of distinct graduates in an academic year.
- B. We will report the following separately:
 - Professional degrees (e.g., EdD, MPA, MBA), which contribute substantially to the professional expertise in the state.
 - Academic Degrees (e.g., PhD and MS), which are key contributors to our research and creative activity.

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Idaho State University*Proposed Institution-Specific Metrics for Performance-based Funding*

1. Quality: Number of current programs reviewed and revised as needed at least once every five years; programs being added or deleted are strategic decisions and tied to student demand and the workforce needs of the state. This metric ties to the ISU Strategic Plan Objective 1.2 - ISU provides a dynamic curriculum to ensure programs are current, relevant, and meet student and workforce needs.
2. Progress: Retention rates from freshmen to sophomore and sophomore to junior years, for full-time and part-time degree-seeking students. This metric ties to the ISU Strategic Plan Objective 2.2 - Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment and retention are in place (e.g., targeted recruitment, optimal scheduling of courses, early warning system to help students in need, etc.).

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University of Idaho*Proposed Institution-Specific Metrics for Performance-based Funding*

Measure of Quality: Use the National Survey of Student Engagement (NSSE) measure of “Level of Academic Challenge.” This is a composite measure that sums the results of nine (9) individual questions on the NSSE survey. These questions address such topics as: hours spent preparing for class; number of books assigned; number of written papers of various lengths; class emphasis on analysis, synthesis, judgment and application of theories and concepts; and a campus environment that emphasizes spending time on study and academic work. With the continued emphasis on efficiency in the Performance Funding plan, we believe an appropriate goal for this measure is to be able to sustain our level of academic challenge at current levels.

Measure of Progress: Use our six (6) year graduation rate as a “summative” measure of progress. For a land grant institution with a significant residential program, the traditional graduation rate is an appropriate and useful measure of our ability to attract, retain, counsel and move our students through our academic programs.

Institution Measure 1: Use the number of science, technology, engineering and mathematics (STEM) degrees awarded at all levels – bachelors, masters and doctorate - as a measure of performance in the critical STEM areas. This would be similar to overall Performance Measure One, but would include graduate degrees and focus on the University’s strength in the STEM disciplines.

Institution Measure 2: Use Research Expenditures per Faculty Member as a measure of research performance. With discussions underway in Washington, D.C. that appear headed for significant budget cuts in federal research programs, we believe an appropriate (near term) goal for this measure would be to sustain our current level of funding per faculty member.

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Lewis-Clark State College

Proposed Institution-Specific Metrics for Performance-based Funding

1. Successful placement rates of academic graduates (Quality);
2. Performance on nationally-normed exams (Quality);
3. Course completion rates on college-level academic courses (Progress).
4. Fall term to fall term retention rate of all academic degree-seeking students who do not graduate (Progress)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2014 Line Item Budget Requests

REFERENCE

April 2012 Board approved guidance to the college and universities regarding submission of line item budget requests

June 2012 Board approved Occupancy Costs and directed the college and universities to identify specific line item expenditures related to EWA funding levels along with one other top priority line item for Board consideration at the August meeting

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Title 67, Chapter 35, Idaho Code

BACKGROUND/ DISCUSSION

The Board established the guidelines, timetable, and priority categories for reviewing and approving the FY 2014 budget requests at the April and June 2012 Board meetings. At the June 2012 Board meeting, the institutions and agencies presented their Line Item requests. The Board approved Occupancy Costs and the funding associated with Unfunded EWA as FY 2014 line items for the college and universities, and directed the college and universities to identify specific line item expenditures related to EWA funding levels along with one other top priority line item for Board consideration at the August meeting. The list of Line Items summarized on page 5 are listed in priority order and upon final approval will be included in the institution and agency budget submissions to the Legislative Services Office (LSO) and the Division of Financial Management (DFM).

The BAHHR Committee and the institutions have also been working on three initiatives that impact line items: Performance Based Funding, Funding Equity, and Zero-base Budgeting. Performance Based Funding and Funding Equity are currently included in the FY 2014 line items as placeholders.

IMPACT

Funding Equity is addressed in agenda item #1, and the funding for that initiative is included in the Line Items Summary for the College and Universities. Performance Based Funding is addressed in agenda item #2, and the funding for that initiative is included in the Line Items Summary for the College and Universities.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The approved Line Items will be included with the FY 2014 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY 2014 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

ATTACHMENTS

Line Items Summary: College & Universities..... Page 5
Line Items Summary: Community Colleges and Agencies Page 6-7
Occupancy Costs Page 8
Individual Line Items..... Page 9

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-base budgeting as required by DFM. The scheduled years are as follows:

- 2015**
 - College and Universities
 - Community Colleges
 - Idaho Division of Professional-Technical Education
 - Agricultural Research and Extension
 - Idaho Division of Vocational Rehabilitation

Zero-base 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOARD ACTION

I move to approve the Line Items for the agencies and institutions as listed on Tab 3 pages 5-7, 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 4, 2012.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE BOARD OF EDUCATION
 FY 2014 Line Items - College and Universities

By Institution/Agency	FY 2013 Appropriation	Page	Priority	Occupancy Costs	Complete College Idaho	Other Initiatives	Total	vs. 2013 Approp	One-Time	Ongoing vs. 2013 Approp
1 System-wide Needs	4,518,100				2,000,000	7,200,000	9,200,000	203.6%		203.6%
Performance Based Funding						6,800,000	6,800,000			
Complete College Idaho - placeholder					2,000,000		2,000,000			
Funding Equity - placeholder							0			
HERC		9				400,000	400,000			
2 Boise State University	74,104,600			1,163,800	0	1,197,200	2,361,000	3.2%	0	3.2%
VA Biomed Collaboration		13	1			1,197,200	1,197,200			
Occupancy Costs		8	2	1,163,800			1,163,800			
3 Idaho State University	61,799,700			562,000	0	1,957,300	2,519,300	4.1%	1,957,300	0.9%
Gross Anatomy Lab		17	1			1,957,300	1,957,300		1,957,300	
Occupancy Costs		8	2	562,000			562,000			
4 University of Idaho	74,736,200			735,300	0	400,000	1,135,300	1.5%	0	1.5%
Occupancy Costs		8	1	735,300			735,300			
College of Law, Boise 2nd yr		21	2			400,000	400,000			
5 Lewis-Clark State College	12,791,900			0	1,086,000	0	1,086,000	8.5%	48,000	8.1%
Complete College Idaho		25	1		1,086,000		1,086,000		48,000	
6 Total College and Universities	\$ 227,950,500			\$ 2,461,100	\$ 3,086,000	\$ 10,754,500	\$ 16,301,600	7.2%	\$ 2,005,300	6.3%
7 Percentage of FY 2013 Appropriation				1.1%	1.4%	4.7%	7.2%			

STATE BOARD OF EDUCATION
 FY 2014 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2013 Appropriation	Page	Priority	FY 2014 Request	vs. 2013 Approp	One-Time	Ongoing vs. 2013 Approp	Comments
1	Professional-Technical Education	48,259,600			1,423,000	0.0%	0.0%	0.0%	
	State Leadership & Technical Asst.	1,892,000				0.0%		0.0%	
	General Programs	10,490,200				0.0%		0.0%	
	Complete College Idaho	34,906,800	29	1	1,423,000	4.1%		45.6%	Initiatives to Support CCI/60% Goal
	Related Services	970,600				0.0%		0.0%	
2	Community Colleges	27,749,900			10,128,300	36.5%	19,900	36.4%	
	College of Southern Idaho	11,544,300			923,400	8.0%	0	8.0%	
	Occupancy Costs		8	1	140,100	1.2%		1.2%	
	Nursing Positions		33	2	191,100	1.7%		1.7%	
	Voluntary Framework for Accountability		37	3	115,400	1.0%		1.0%	
	STEM Initiative		41	4	178,100	1.5%		1.5%	
	Idaho Falls Outreach Center		47	5	191,500	1.7%		1.7%	
	Graduation Rate Improvement		51	6	107,200	0.9%		0.9%	
	North Idaho College	9,677,200			789,300	8.2%	19,900	8.0%	
	Dual Credit Partnerships		57	1	352,200	3.6%		3.6%	
	Occupancy Costs		8	2	38,000	0.4%		0.4%	
	Veterans Center		63	3	96,800	1.0%	19,900	0.8%	
	Complete College Idaho		67	4	302,300	3.1%		3.1%	
	College of Western Idaho	6,528,400			8,415,600	128.9%	0	128.9%	
	Ensuring Student Success		71	1	6,961,100	106.6%		106.6%	
	Occupancy Costs		8	2	874,000	13.4%		13.4%	
	Nursing Program		75	3	580,500	8.9%		8.9%	
3	Agricultural Research/Extension	23,604,100			1,625,800	6.9%		6.9%	
	Operating Expenses		79	1	1,000,000	4.2%		4.2%	
	CEC increase for faculty & staff		81	2	572,300	2.4%		2.4%	
	Occupancy Costs		8	3	53,500	22.8%	0	64.3%	
4	Health Education Programs	10,119,300			535,500	5.3%	0	5.3%	
	WI Veterinary Education	1,782,300	85	1	14,000	0.8%		0.8%	CEC Increase for Faculty and Staff
	WWAMI Medical Education	3,465,200			134,700	3.9%	0	3.9%	
	Trust Program		89	1	112,600	3.2%		3.2%	
	CEC increase for faculty & staff		93	2	22,100	0.6%		0.6%	
	IDEP Dental Education	1,407,600				0.0%		0.0%	
	Univ. of Utah Med. Ed.	1,257,200				0.0%		0.0%	
	Family Medicine Residencies	1,953,900	97/101	1 & 2	136,800	7.0%		7.0%	
	WICHE	141,700				0.0%		0.0%	
	Psychiatry Residency	111,400	105	1	10,000	9.0%		9.0%	
	Internal Medicine Residency	0	109	1	240,000	0.0%		0.0%	

STATE BOARD OF EDUCATION
 FY 2014 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2013 Appropriation	Page	Priority	FY 2014 Request	vs. 2013 Approp	One-Time	Ongoing vs. 2013 Approp	Comments
5	Special Programs	8,712,500			731,500	8.4%	6,000	8.3%	
	Forest Utilization Research	504,100			208,600	41.4%	3,000	40.8%	
	Rangeland Center		113	1	196,000	38.9%	3,000	38.3%	
	CEC increase for faculty & staff		117	2	12,600	2.5%		2.5%	
	Geological Survey	701,200	119	1	18,600	2.7%		2.7%	CEC Increase for Faculty and Staff
	Scholarships and Grants	6,663,300			504,300	7.6%	0	7.6%	
	Opportunity Scholarships		121	1	449,300	6.7%		6.7%	
	Scholarships Program Manager		123	2	55,000	0.8%		0.8%	
	Museum of Natural History	452,500				0.0%		0.0%	
	Small Bus. Development Centers	247,500				0.0%		0.0%	
	TechHelp	143,900				0.0%		0.0%	
6	State Board of Education	2,160,500	127	1	107,000	5.0%		5.0%	Director of Institutional Research
7	Idaho Public Television	1,587,000	131	1	116,500	7.3%	5,700	7.0%	Idaho Legislature Live/Multimedia Personnel
8	Vocational Rehabilitation	7,503,000			0	0.0%		0.0%	
	Renal Disease	422,700				0.0%		0.0%	
	Vocational Rehabilitation	3,200,000				0.0%		0.0%	
	Community Supported Employment	3,705,600				0.0%		0.0%	
	Council for the Deaf/Hard of Hearing	174,700				0.0%		0.0%	
9	Total	\$ 129,695,900			\$ 14,667,600	11.3%	\$ 31,600	11.3%	

STATE BOARD OF EDUCATION

FY 2014 Budget Request

Colleges & Universities

Calculation of Occupancy Costs

1 Institution/Project	2 Projected Date of Occupancy	3 % of Use for Non-Aux. Education	4 Gross Sq Footage	5 Non-Aux. Sq Footage	(1) Custodial Costs				(3) Utility Estimate	(4) Maintenance Costs		(5) Other	Total Occ Cost	% qtrs used in FY14	Revised FY14	
					(1) FTE	(2) Sal & Ben	Supplies	Total		Repl Value	Cost@1.5%					
BOISE STATE UNIVERSITY																
4	Environmental Research Bldg. (PY unfunde	April-11	100%	89,000	89,000	0.00	0	0	0	0	22,500,000	300,000	0	300,000	100%	300,000
5	Micron Business and Economics Bldg.	July-12	100%	71,324	71,324	2.74	92,400	7,100	99,500	124,800	37,000,000	555,000	84,500	863,800	100%	863,800
6	* Yanke Center Space utilization is pending.					2.74	92,400	7,100	99,500	124,800		855,000	84,500	1,163,800		1,163,800
IDAHO STATE UNIVERSITY																
9	Meridian Building	July-09	100%	107,378	107,378	4.13	138,600	10,700	149,300	187,200	16,000,000	240,000	95,500	672,000	100%	672,000
10	Meridian Building - FY 2013 funding						-63,100	-10,700	-73,800	-36,200						(110,000)
11						4.13	75,500	0	75,500	151,000		240,000	95,500	672,000		562,000
UNIVERSITY OF IDAHO																
13	Idaho Water Center	Phased Aug 04 to Aug 10	32%	225,227	72,500	2.79	94,100	7,300	101,400	126,900	61,333,093	296,100	71,600	596,000	100%	596,000
14	Idaho Water Center* (PYs Appr.)					-1.76	-58,600	-4,600	-63,200	-80,000		-166,900	(64,900)	-375,000	100%	(375,000)
15	Collaborative Center for Applied Fish Studie	September-06	50%	13,493	6,762	0.26	8,800	700	9,500	11,800	3,650,021	27,400	6,700	55,400	100%	55,400
16	Combustion Research Lab	October-12	100%	864	864	0.03	1,000	100	1,100	1,500	227,000	3,400	800	6,800	100%	6,800
17	Pitkin Office & Classroom Bldg	October-13	100%	2,150	2,150	0.08	2,700	200	2,900	3,800	548,000	8,200	2,100	17,000	75%	12,800
18						1.40	48,000	3,700	51,700	64,000		168,200	16,300	300,200		296,000
UNIVERSITY OF IDAHO																
Agricultural Research & Extension Service																
21	Kimberly Lab/Storage Building	March-13	100%	2,880	2,880	0.11	3,700	300	4,000	5,000	150,000	2,300	2,300	13,600	100%	13,600
College of Southern Idaho																
24	Advanced Technology and Innovation	September-13	100%	41,630	41,630	1.60	52,000	4,200	56,200	72,900	7,524,800	112,900	38,100	280,100	50%	140,100
College of Western Idaho																
27	Micron Center for Prof-Tech Ed.	** August-12	98%	175,000	170,750	6.57	213,700	17,100	230,800	298,800	14,000,000	204,900	142,400	876,900	100%	876,900
28						6.57	213,700	17,100	230,800	298,800		204,900	142,400	876,900		876,900

<p>35 (1) FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.</p> <p>36 (2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.</p> <p>37 Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category</p> <p>38 Salary CU: \$19,635.00 CC: \$18,700.00</p> <p>39 Benefits</p> <p>40 FICA</p> <p>41 SSDI salary to \$92,150 6.2000% x salary</p> <p>42 SSHI 1.4500% x salary</p> <p>43 Unemployment Insurance 0.3000% x salary</p> <p>44 Life Insurance 0.6750% x salary</p> <p>45 Retirement: PERSI 11.3200% x salary</p> <p>46 Workmans Comp x salary</p> <p>47 Sick Leave 0.6500% x salary</p> <p>48 Human Resources</p> <p>49 20.5950% per position</p> <p>50 Health Insurance \$9,100.00</p> <p>51 Supplies 0.10</p>	<p>(3) Annual utility costs will be projected at \$1.75 per sq ft 1.75</p> <p>(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.</p> <p>(5) Other:</p> <table border="0" style="width: 100%;"> <tr> <td>IT Maintenance</td> <td style="text-align: right;">1.5000 GSF</td> </tr> <tr> <td>Security</td> <td style="text-align: right;">0.2200 GSF</td> </tr> <tr> <td>General Safety</td> <td style="text-align: right;">0.0900 GSF</td> </tr> <tr> <td>Research & Scientific Safety Costs</td> <td style="text-align: right;">0.5000 GSF</td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">2.3100</td> </tr> <tr> <td>Too High - Used 1/3</td> <td style="text-align: right;">0.7700 GSF</td> </tr> <tr> <td>Landscape Greenscape</td> <td style="text-align: right;">0.0003 CRV</td> </tr> <tr> <td>Insurance Costs</td> <td style="text-align: right;">0.0005 CRV</td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">0.0080 CRV</td> </tr> </table> <table border="0" style="width: 100%; margin-top: 10px;"> <tr> <td style="text-align: center;">BSU</td> <td style="text-align: center;">ISU</td> <td style="text-align: center;">UI</td> <td style="text-align: center;">LCSC</td> <td style="text-align: center;">CSI</td> <td style="text-align: center;">NIC</td> <td style="text-align: center;">CWI</td> </tr> <tr> <td style="text-align: center;">4.50%</td> <td style="text-align: center;">3.71%</td> <td style="text-align: center;">4.81%</td> <td style="text-align: center;">4.51%</td> <td style="text-align: center;">4.35%</td> <td style="text-align: center;">4.35%</td> <td style="text-align: center;">4.35%</td> </tr> <tr> <td style="text-align: center;">0.306%</td> <td style="text-align: center;">0.306%</td> <td style="text-align: center;">0.554%</td> <td style="text-align: center;">0.306%</td> <td style="text-align: center;">0.306%</td> <td style="text-align: center;">0.306%</td> <td style="text-align: center;">0.306%</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">25.4010%</td> <td style="text-align: center; border-top: 1px solid black;">24.6110%</td> <td style="text-align: center; border-top: 1px solid black;">25.4050%</td> <td style="text-align: center; border-top: 1px solid black;">25.6585%</td> <td style="text-align: center; border-top: 1px solid black;">25.2510%</td> <td style="text-align: center; border-top: 1px solid black;">25.2510%</td> <td style="text-align: center; border-top: 1px solid black;">25.2510%</td> </tr> </table>	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	0.0080 CRV	BSU	ISU	UI	LCSC	CSI	NIC	CWI	4.50%	3.71%	4.81%	4.51%	4.35%	4.35%	4.35%	0.306%	0.306%	0.554%	0.306%	0.306%	0.306%	0.306%	25.4010%	24.6110%	25.4050%	25.6585%	25.2510%	25.2510%	25.2510%
IT Maintenance	1.5000 GSF																																														
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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: System-wide Needs

Agency No.: 501

FY 2014 Request

FUNCTION:

Function No.: 02

Page ___ of ___ Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X or
Revision No. ___

Higher Education Research Council					
A: Decision Unit No: 12.0x	Title: Council			Priority Ranking of	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Mission and Goals of HERC	400,000				400,000
TOTAL OPERATING EXPENDITURES:	400,000				400,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	400,000				400,000

Supports institution/agency and Board strategic plans:

This request supports the following areas in the State Board of Education's Strategic Plan:

GOAL 2: CRITICAL THINKING AND INNOVATION

The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Objective B: Innovation and Creativity – Educate students who will contribute creative and innovative ideas to enhance society.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Performance Measures:

- Percentage of students participating in internships or undergraduate research

In addition to the Board's strategic plan this request also supports the Boards Higher Education Research Strategic Plan.

Goal 1 - Increase research collaboration among Idaho universities and colleges to advance the areas of research strengths and opportunities.

Objective b – Expand joint research ventures among the state universities, including EPSCoR and Institutional Development Award (IDeA) related programs.

PM – Number of collaborative, sponsored proposals submitted.

PM – Number of collaborative, sponsored projects awarded.

Goal 2 – Create research and development opportunities that strengthen the relationship between the state universities and the private sector.

Objective a – Leverage facility use between the state universities and private sector.

PM – Number of university/private sector facility use agreements (in both directions).

Objective b – Increase the number of sponsored research projects involving the private sector.

PM – Number of awarded sponsored projects with private sector.

Objective c – Encourage the exchange of ideas between the universities and the private sector.

Goal 3 – Contribute to the economic development of the State of Idaho.

Objective a – Increase the amount of university-generated intellectual property introduced into the marketplace.

PM – Number of technology transfer agreements.

PM – Number of invention disclosures.

PM – Number of non-disclosure agreements.

PM – Number of patent filings.

PM – Number of issued patents.

PM – Amount of licensing revenues

Objective b – Increase the number of university start-up companies.

PM – Number of start-up companies

PM – Number of jobs created by startup companies

Goal 4 – Enhance learning and professional development through research and scholarly activity.

Objective a – Increase the number of university and college students and staff involved in sponsored project activities.

PM – Number of undergraduate students supported by sponsored projects

PM – Number of graduate students supported by sponsored projects

PM – Number of faculty and staff involved in sponsored projects

Objective b – Increase the dissemination of research findings.

PM – Number of peer-reviewed publications (students and faculty).

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

PM – Number of theses and dissertations.

Description:

Idaho's universities seek to be a driving force in innovation, economic development and enhanced quality of life in the State of Idaho through nationally and internationally lauded research programs in strategic areas. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities will serve as catalyst and engine to spur the creation of new knowledge, technologies, products and industries. This in turn will lead to new advances and opportunities for economic growth and enhance the State's reputation as a national and international leader in excellence and innovation. The Higher Education Research Council of the Idaho State Board of Education (HERC) provides guidance to Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho for a statewide collaborative effort to accomplish these goals and objectives. In addition, HERC provides direction for and oversees the use of the limited resources of the State of Idaho provided by the Legislature for research by promoting research activities that will have the greatest beneficial effect on the quality of education and the economy of the State. HERC is made up of eight members, four private sector partners and one representative from each of the institutions mentioned above.

Funds currently allocated to HERC are used to support:

- (1) individual and multi-disciplinary research projects;
- (2) extensive and rapid dissemination of the new knowledge and establishment of knowledge networks which would facilitate public, private, and academic institution interaction; and
- (3) collaborative relationships between academia and varied shareholders outside the academy.

And are used:

- (1) to maximize impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering, and other research.
- (2) to ensure accountability for the state's investment via demonstrable results.

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 State Board of Education's Higher Education Research Council is requesting new monies to support the mission and goals of HERC. Currently HERC uses a portion of the funding allocated to it as matching funds for the Idaho NSF-EPSCoR project. The current project will finish on August 31st, 2014. Idaho EPSCoR is currently working on a new proposal for the next round of awards. The matching requirement for the new proposal will be higher than the current proposal; the new match is calculated to be \$800,000. HERC's current funding level only allows for \$600,000 in matching funds. HERC is requesting \$400,000 in new monies to be able to completely cover the matching requirement for the EPSCoR award. The requests represents 50% of the required EPSCoR match and would allow HERC to fully cover the matching requirements as well as increase funding for other successful HERC programs. The additional \$200,000 would be used to increase the number and/or amount of Incubation Fund awards. The Incubation Fund is a gap fund program, intended to be used to provide funding for institution research projects that are close to being ready for commercialization. The council receives many more high quality proposals than they currently have funds to award. In FY13 the council received 21 Incubation Fund proposals, of those proposals the

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

council was able to fully fund 6 and partially fund 1. The council felt there were many additional proposals of high merit that would have benefited the state had them been able to provide the gab funding for them.

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. N/A
 - c. List any additional operating funds and capital items needed. N/A
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 state as whole receives benefits from both the Idaho EPSCoR program and the ability to provide gab funding designed to decrease the time to commercialization of university research projects. The new EPSCoR proposal is a \$15M award over five years. There is an immediate return on the investment of the matching funds through the infusion of federal funding into the state. Additionally, the EPSCoR program is a partnership between Idaho's three research institutions (University of Idaho, Boise State University and Idaho State University) that helps to build the states academic research base that serves as a backbone of many of Idaho's scientific and technological enterprises.

Through the incubation fund HERC is able to provide gap funding for university research projects to help them take the next step from research/theory to a commercial product or service. Increased funding for this program will allow for funding of more projects. These projects may lead to not only patents, but also new start-up companies and products that through partnerships with the private sector are marketed and sold by existing companies, the majority of which are located in Idaho. This program will not only help the universities to provide quality research experiences for their students but also helps to move the outcomes of this research to the private sector, helping Idaho businesses.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Boise State University
 FUNCTION: VA Biomolecular
 Research -- Initiative with VA Medical
 Center

Agency No.: 512

FY 2014 Request

Function No.: 01

Page ___ of ___ Pages

Original Submission X or

Revision No. ___

ACTIVITY: Research

Activity No.:

A: Decision Unit No: 12.01		Title: Biomedical Research			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	9.0				9.0
PERSONNEL COSTS:					
Salaries and Benefits for 3 Faculty,	930,000				930,000
6 Graduate Assistants (no FTE), 3 Post Doc Assistants and 3 Technicians	249,200				249,200
TOTAL PERSONNEL COSTS:	1,179,200				1,179,200
OPERATING EXPENDITURES by summary object:					
1. Operating Costs/Equipment	18,000				18,000
TOTAL OPERATING EXPENDITURES:	18,000				18,000
CAPITAL OUTLAY					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,197,200				1,197,200

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

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 \$4M NIH grant to construct a vivarium, and the hiring of new faculty members in key areas.

The funds requested in this line item build on these earlier successes and continue the development of a strong collaborative research presence in Boise.

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 totaling \$1,197,150 is requested to work collaboratively with the Veteran's Affairs Medical Center and other stakeholders to research diverse biomedical applications.

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.

3 new high level research faculty, 6 Graduate Assistants, 3 Post Doctoral Assistants and 3 Support Technicians. The specific titles, pay grades etc. will be determined as soon as possible.

- 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.

Operating funds for expendables, staff supplies, and computers of \$18,000.

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 is a request for State 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?

Research and specifically new developments in biomedical research, can benefit everyone. If the request is not funded, then this research collaboration will not go forward at this time.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2013 budget request are not prioritized first.

This has been a line item category and prioritized by Boise State for the past several years.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Idaho State University

Agency No.: 513

FY 2014 Request

FUNCTION: General Education

Function
No.: 1000

Page 1 of 3 Pages

ACTIVITY: Strategic Initiative

Activity No.:

Original Submission X or
Revision No.

Anatomy, Physiology and Neuroanatomy Lab at ISU					
A: Decision Unit No: 12.01	Title: Meridian Requirements			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Estimated Facility Remodel Costs	\$3,914,554				\$3,914,554
2. Less: Estimated Fund Raising	(1,957,277)				(1,957,277)
TOTAL NET CAPITAL OUTLAY:	\$1,957,277				\$1,957,277
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,957,277				\$1,957,277

Supports institution/agency and Board strategic plans:

SBOE Strategic Plan Goal 1, Objectives A – Access, B – Higher Level of Educational Attainment, and D - Transition; ISU Strategic Plan Goal 3, Objective 3.1 Increase the number of students admitted to ISU's health professions programs, where capacity exists, to meet the healthcare workforce needs of Idaho.

Currently, no state-of-the-art anatomy and physiology lab exists in the Treasure Valley where cadavers and virtual applications are combined for student and community learning (most medical schools are using a combination of cadaver and computer-based technology). A technologically advanced lab facility would serve ISU students in numerous programs of study and provide opportunities for professional education for health practitioners in the area.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Together with our Human Patient Simulation Lab (HPS), the Applied Biological Sciences Learning Center (ABSLC) consisting of cadaver, anatomy, physiology, and neuroanatomy labs, along with a Bioskills Surgical Training Lab (BSTL), would serve current and prospective ISU students in a variety of programs (e.g. Physician Assistant Studies, Pharmacy, Communication Sciences and Disorders, Dentistry), and allow for collaboration with the educational and health care institutions in SW Idaho, as well as high school students. As a result, ISU will continue to strengthen its leadership role in the health sciences within the Treasure Valley by providing the health care community with a facility that has a rich array for resources with which to teach human anatomy and physiology.

We currently use only simulation technology for our programs requiring anatomy in Meridian. While such technology is adequate, it has limitations. There is no physiology lab in Meridian, and it is critical for expansion of Physical Therapy in 2015 (SBOE 5-year plan).

Upkeep of the lab can be funded through student and professional fees and continuing education fees.

Description:

Idaho State University proposes the development of a state-of-the-art anatomy, physiology and neuroanatomy lab at ISU-Meridian. Gross anatomy is a foundational science required of the majority of our health-related professional programs. A laboratory equipped with a sufficient supply of cadaver's to support graduate level instruction and research in gross anatomy for our current programs (Physician Assistant Studies) and our programs planned for the future (Physical Therapy and Dentistry). This facility is critical to maintain equity between our Pocatello and Meridian programs. Students in Pocatello have access to a cadaver facility; Meridian students do not. No other cadaver facility exists in the Treasure Valley that is adequate to meet our program needs.

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 the net cost of capital improvements of our Meridian facility (remodel for a cadaver lab). We are estimating that half of the gross costs will be covered by our fund raising effort for this project. No staffing is involved.

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. **N.A.**
 - c. List any additional operating funds and capital items needed.

Space for the lab is available in our Meridian facility. What is needed are funds to construct and equip the lab. Upkeep of the lab can be funded through student and professional fees and continuing education fees.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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?

Our Meridian-based students do not have access to the same graduate level gross anatomy instruction as our Pocatello students. Our accreditation standards require that we offer comparable instruction irrespective of the location of the 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.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: University of Idaho
 FUNCTION: General Education
 ACTIVITY: Complete College Idaho

Agency No.: 514
 Function No.: 01
 Activity No.:

FY 2014 Request
 Page 1 of 2 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.02		Title: College of Law – Boise 2nd Year Curriculum			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.00
PERSONNEL COSTS:					
1. Salaries	257,600				257,600
2. Benefits	86,400				86,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	344,000				344,000
OPERATING EXPENDITURES by summary object:					
1. On-Line Services	31,000				31,000
TOTAL OPERATING EXPENDITURES:	31,000				31,000
CAPITAL OUTLAY by summary object:					
1. Monographs – ON GOING	25,000				25,000
TOTAL CAPITAL OUTLAY:	25,000				25,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	400,000				400,000

Supports institution and Board strategic plans:

State Goal 1 Objective A:

The State Board’s Goal 1 (“A Well Educated Citizenry”) will be advanced at Objective A (“Access”) through the increased accessibility of a cost-effective public legal education made possible by the second-year program in Boise. One of the performance measures for that objective, achieving diversity in attainment of postsecondary education, also will be advanced by increased accessibility of public legal education in Idaho’s largest metropolitan area. Moreover, a “well educated citizenry” will be enhanced through the civic education outreach programs developed by the College of Law at the Idaho Law Learning Center.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

State Goal 2 Objectives A and B:

The State Board's Goal 2 ("Critical Thinking and Innovation") will be advanced at Objectives A and B ("Critical Thinking, Innovation and Creativity") through the research, outreach, and service performed by law faculty and upper-division law students, especially in the curricular emphasis area of business law and entrepreneurship. Objective C ("Quality Instruction") will be advanced by the academic rigor of an American Bar Association-approved law school's program, delivered in the state capital.

State Goal 3 Objectives A and C:

The State Board's Goal 3 ("Effective and Efficient Delivery Systems") will be advanced at Objective A ("Cost Effective and Fiscally Prudent [Programs]") and Objective C ("Administrative Efficiencies") by achieving economies of scale and capitalizing upon the comparative advantages of both a land-grant campus location and a metropolitan location, by delivering legal education through complementary programs at Moscow and Boise by a unified, statewide law faculty and administration. These objectives also will be advanced through the cost-effectiveness and synergy of linking the JD degree instruction offered by the University of Idaho with concurrent MBA and Masters of Accountancy degree opportunities at Boise State University.

University Goal 1 Objective A:

The University's Goal 1 ("Teaching and Learning – Enable Student Success in a Rapidly Changing World") will be advanced at Objective A ("Build Adaptable, Integrative Curricula and Pedagogies") through the development and delivery of complementary curricula at Moscow and Boise, with distinctive areas of emphasis that utilize the advantages of the land-grant campus in Moscow and the metropolitan location in Boise.

University Goal 2 Objective A:

The University's Goal 2 ("Scholarly and Creative Activity – Promote Excellence in Scholarship and Creative Activity to Enhance Life Today and Prepare Us for Tomorrow") will be advanced at Objective A ("Strengthen All Scholarly and Creative Activities Consistent with the University's Strategic Missions and Signature Areas") through the research and outreach, particularly in the field of business law and entrepreneurship, of faculty and upper-division students in Boise. Expanding the Boise program from a third-year to a combined second-and-third year program (and ultimately a full three-year branch program) will enable the University carry out more effectively its Board-assigned statewide mission in legal education. In addition, Objective B ("Enable Faculty, Student, and Staff Engagement in Interdisciplinary Scholarship and Creative Activity") will be advanced through interactions between and among the University of Idaho's Boise program, the business-related concurrent degree programs at Boise State University, the business enterprises and nonprofit entities of southern Idaho, and the

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

sources of interdisciplinary expertise residing at federal and state regulatory agencies in and near Boise.

University Goal 3 Objective B:

The University's Goal 3 ("Outreach and Engagement – Meet Society's Critical Needs by Engaging in Mutually Beneficial Partnerships") will be especially advanced at Objective B ("Strengthen and Expand Mutually Beneficial Partnerships with Stakeholders in Idaho and Beyond") through the University's collaboration with the Idaho Supreme Court on the Idaho Law Learning Center, through concurrent degree programs offered with Boise State University, through cooperative projects undertaken with the Idaho's legal and business communities, and through increased interaction with -- and service provided by law faculty and students to -- government agencies in and near Idaho's capital city.

University Goal 4:

The University's Goal 4 ("Community and Culture – Be a Purposeful, Ethical, Vibrant, and Open Community") will be advanced by enhancing enhanced access for, and inclusion of, diverse populations in legal education at a metropolitan location; by strengthening the viability and statewide relevance of the legal education program in Moscow through its connections to a complementary program in Boise; and by the enhancing the statewide visibility of the College of Law, which will benefit students in both Boise and Moscow who are in competition with graduates of other law schools in seeking and finding employment in and near Idaho's major center of population, commerce, and government.

Description:

The University of Idaho is requesting funding for a 2nd year curriculum in Boise. This would deepen the College's regulatory law curriculum, through proximity to the center of state government, to the location of major federal agencies in Idaho, and to the wide variety of local governments and special purpose governmental units in the Treasure Valley and across southern Idaho. Students would benefit from in-person instruction from government professionals as well as from practitioners in nonprofit and public interest entities that abound in metropolitan areas.

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 includes two new tenure track faculty positions, one assistant director and irregular help funding for adjunct and other supplemental instruction needs. In addition we are requesting ongoing operating and capital outlay funding to fund on-line services and monographs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

2. What resources are necessary to implement this request?

- a. 2 FTE tenure track faculty totaling \$272,000 with salary and benefits
- 1 FTE assistant director totaling \$66,000 with salary and benefits
- 0 FTE irregular help totaling \$6,000 with wages and benefits
- b. 1 to 2 existing Moscow faculty positions transferred to Boise
- c. \$56,000 in on-going operating and capital outlay funding

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 request is 100% recurring state general funds (no one-time funding is 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?

Students: A second-year program in Boise would enable the College to increase the quality and depth of the existing third-year curriculum. It would enable students to make the transition from their first year of general law study to the increasingly focused preparation for a career in their second and third years at a location where two-year relationships can be built with the faculty and with the surrounding legal community. The second-year program in Boise would also give the participating students (and their spouses or partners) a chance to manage their educational debts by taking advantage of work opportunities in a metropolitan area working their way cost-effectively through two years, rather than one year, of law study if they choose to do so. The College seeks to provide students this opportunity.

Idaho: Affordable public legal education enables students to graduate with manageable debts; this, in turn, enables graduates to take jobs at Idaho entry-levels of compensation. The public receives a return on its investment because affordable legal education keeps legal services and justice within reach for local governments, small businesses, and people of ordinary means.

5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Lewis-Clark State College
 FUNCTION: General Education
 ACTIVITY: Complete College Idaho

Agency No.: 511
 Function No.:
 Activity No.:

FY 2014 Request
 Page 1 of 4 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.01		Title: Complete College Idaho			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	16.00				16.00
PERSONNEL COSTS:					
1. Salaries	692,000				692,000
2. Benefits	283,500				283,500
3. Group Position Funding	0				0
TOTAL PERSONNEL COSTS:	975,500				975,500
OPERATING EXPENDITURES by summary object:					
1. Supplies	20,500				20,500
2. Instructional Materials	32,000				32,000
3. Program Expenses	10,000				10,000
TOTAL OPERATING EXPENDITURES:	62,500				62,500
CAPITAL OUTLAY by summary object:					
1. Computers/office setup	48,000				48,000
TOTAL CAPITAL OUTLAY:	48,000				48,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,086,000				1,086,000

Supports institution/agency and Board strategic plans:

Goal 1: A WELL EDUCATED CITIZENRY The educational system will provide opportunities for individual achievement.

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho’s educational system.

Objective C: Adult Learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

GOAL 2: CRITICAL THINKING AND INNOVATION The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Objective B: Innovation and Creativity – Educate students who will contribute creative and innovative ideas to enhance society.

Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

The positions and support funds requested in this line item request directly support the Academic Affairs tasks at Lewis-Clark State College. The mission and goal statement for LCSC calls for the following:

- 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.

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?

Ten faculty positions are being requested, which would directly impact student learning at LCSC. Six of these positions are in core areas. Those in Natural Sciences (biology and chemistry), Humanities (English and communications), and Social Science would stabilize areas that have been impacted tremendously by growth in student numbers, especially in Nursing. Our recent transition to biannual admissions for this program has been very well received and it has become increasingly difficult to identify appropriately credentialed adjunct instructors to meet this demand. The faculty position in the library would allow us to provide necessary support for increased student enrollment across the board. The four remaining faculty positions directly support our primary emphasis areas – business, justice studies, and teacher education – which are also thriving program areas at LCSC.

Six support positions are also being requested. Increased enrollments have strained our faculty advising model. Program advisors have been successfully used at LCSC to accomplish the schedule building component of advising, while simultaneously freeing the faculty for more in depth conversations with upper classmen on careers. We are requesting funding for two additional program advisors, one in Nursing and the other in support of our PACE program in Coeur d'Alene. As you may recall, the Education Division's Pathways to Alternate Certification and Endorsement (PACE) program provides access to post-secondary programs by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies. The

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

two support positions within Community Programs being requested directly impact our efforts in distance learning. The first is for an instructional designer to work directly with faculty on course design following Quality Matters criteria. The second is for a support position working directly with students, answering questions arising from Blackboard implementation in distance learning courses. The final two support positions being requested are in Student Services. The first is a bilingual recruiter, which has been a need at LCSC for many years. This person would certainly help us reach communities that have been traditionally underrepresented in higher education, but for whom benefit would certainly follow. The final requested position is for a Director of Student Engagement. This position would be charged with researching and implementing enhanced retention strategies at LCSC, in keeping with statewide Complete College Idaho goals.

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 (9): \$48,000 to \$45,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2014; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Assistant Professor Librarian (1): \$38,000 + fringe & health insurance; full-time 12 month; anticipated hire August 2014; critical support of students and faculty with library instruction.

Program Advisors (2): \$36,000 + fringe & health insurance; professional K-grade employees; support students and faculty in an advising capacity.

Distance Learning (2): \$40,000 + fringe & health insurance; support online environment; assist in course design and implementation; provide support for students and faculty.

Bilingual Recruiter (1): \$38,000 + fringe & health insurance benefits; assist the institution in reaching communities that have been traditionally underrepresented in higher education.

Director of Student Engagement (1) \$50,000 + fringe & health insurance; to provide supervision of Student Activities, Outdoor Recreation, Student Development Curriculum, Student Success Program, and New Student Orientation. These activities are currently being managed by other units. Consolidation into one unit will provide operational efficiency and consistency.
 - 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: \$62,500 - instructional materials, supplies, direct program expenses

Capital: \$48,000 - 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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?

All Academic Affairs units within the college will be served by the addition of these primarily instructional positions. Each of the instructional positions has direct student contact and student support components that will provide for a positive college experience for the students.

The General Education credit load at LCSC has been assigned to the Natural Sciences, Humanities and Social Sciences Divisions. Collectively this group delivers a significant number of student credit hours, serving all students at the college in some capacity. As enrollment has increased, the need for full time faculty has become critical. The college's ability to find qualified adjuncts is getting less reliable each passing semester, creating the risk of not having critical sections available.

Included in the requested faculty positions is one Librarian. The recent NWCCU accreditation report and periodic external reviews suggested that LCSC add an additional Librarian to meet minimum institutional standards. If this request is not funded, we will not be able to fully meet student library needs (access to resources and library hours).

The Director of Student Engagement position will provide supervision of and leadership to Student Activities, Student Development Curriculum, Student Success Program, and New Student Orientation. The primary function would be to coordinate these departments to promote student engagement and to increase retention. If this request is not funded, we will not be able to expand the program which will limit access to student engagement activities.

The Distance Learning positions within Community Programs support increasingly large numbers of students and faculty. We are committed to delivering quality programs and services, and our growth in this area will be stifled without additional personnel.

5. If this is a high priority item, list reason unapproved Line Items from the prior year budget request are not prioritized first.

Portions of this request were included in FY2011, FY2012, and FY2013 budget requests. The additional positions are being requested for FY2014 to help address the continuing need for faculty and related positions.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**AGENCY: Division of Professional-Technical
Education**

Agency No.: 503

FY 2014 Request

FUNCTION: Postsecondary Programs

Function No.: 03

Page ___ of ___ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

PTE Initiative to Support Complete College Idaho 60% Goal					
A: Decision Unit No: 12.01	Title:				Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	19.0				19.0
PERSONNEL COSTS:					
1. Salaries	774,100				774,100
2. Benefits	333,300				333,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	1,107,400				1,107,400
OPERATING EXPENDITURES by summary object:					
1. Supplies and services	122,600				122,600
TOTAL OPERATING EXPENDITURES:	122,600				122,600
CAPITAL OUTLAY by summary object:					
1. Instructional equipment	193,000				193,000
TOTAL CAPITAL OUTLAY:	193,000				193,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,423,000				1,423,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho’s educational system.

Performance Measure:

Percent of Idahoans (ages 25-34) who have a college degree or certificate.

Benchmark: 60% by 2020

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The postsecondary system of professional-technical education provides avenues to directly support the Idaho State Board of Education goal of achieving a 60% rate of documented work readiness (postsecondary and/or industry credentials) amongst 25-34 year old adults by 2020. These avenues include increased access and system capacity, along with student success initiatives that can contribute to increased retention and completion. This request includes the provision for new PTE programs as identified by the six technical colleges to increase the system capacity, along with various student support and intervention programs designed to increase the percentage of program participants who successfully persist and complete PTE programs. This strategy provides a two-pronged solution to the 60% challenge: information and data provided by the Office of the State Board of Education suggest that a combination of increased capacity and student support is the preferred strategy to increase the work readiness rate. This request will result in seven new or expanded programs in four of the technical colleges, ability to enhance workforce training delivery, along with student support programs at five of the colleges. The request was based on information requested from each school, with each having their own unique needs.

Request summary							request	institution
institution	program	FTP	salary	benefits	OE	capital outlay	total	total
CSI	Industrial Mechanics/Food Processing	1.0	39,000	18,300	10,000	140,000	207,300	265,100
	College Success Facilitator	1.0	36,100	18,200	3,500	-	57,800	
CWI	Hospitality Management/Software Development	4.0	176,000	80,000	20,000	30,000	306,000	306,000
EITC	ESTEC expansion	1.0	60,000	24,000	25,000	-	109,000	211,200
	Counselor and Tutor Coordinator	2.0	70,000	32,200	-	-	102,200	
ISU	Aircraft Maintenance expansion/Health IT	2.0	86,000	40,100	6,500	3,000	135,600	204,900
	Retention/Completion Specialist	1.0	45,000	17,800	5,000	1,500	69,300	
LCSC	PTEC (Coordination/Counseling/Case Management)	4.0	165,900	71,000	13,500	10,000	260,400	260,400
NIC	Bridge Math and Completion Coach	2.0	65,500	20,800	19,100	8,500	113,900	175,400
	Automotive IBEST	1.0	30,600	10,900	20,000	-	61,500	
total		19.0	774,100	333,300	122,600	193,000	1,423,000	1,423,000

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 includes personnel, operating expenses, and capital outlay to support the proposed instructional and student success programs intended to facilitate support for the State Board Goal 1, Objective B performance measure: 60% of Idahoans (ages 25-34) who have a college degree or certificate.

Neither staffing nor base funding is anticipated to be available for these activities for FY2014.

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Full time professional-technical program faculty and student services personnel will be hired when institutions are authorized to do so and according to institutional grades, qualifications, benefits availability, and hiring protocols.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

As several of the activities expand current operations, the programs' respective impacts will vary at each institution. In general, existing human resources will not be redirected, but institutional operations will be somewhat affected by increased traffic due to the capacity enhancement nature of the request.

- 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.).

See cover sheet

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?

Those served include the industry who will potentially hire additional trained technicians, the students who enroll in these requested as well as existing programs (consistent with current institutional student demographics), and the citizens of Idaho through advancement towards the 60% goal.

If this request is not funded, the ability of the system will be relatively hampered in the ability to expand the capacity and support that will be necessary to achieve the 60% goal.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

In the past year, the State Board of Education established the 60% goal as a high priority for the entire educational system in Idaho. Therefore, support for this goal has become a high priority for PTE. The Division of Professional-Technical Education is grateful to the Legislature for funding the sole FY2013 line item request for capital outlay instructional equipment.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: College of Southern Idaho
FUNCTION: Education
ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X
 or Revision No. ___

A: Decision Unit No: 12.02		Title: Nursing Positions			Priority Ranking 2 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.50				3.5
PERSONNEL COSTS:					
1. Salaries	131,200				131,200
2. Benefits	59,900				59,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	191,100				191,100
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	191,100				191,100

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 1: A well educated citizenry

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

Objective B: Higher Level Educational Attainment: Increase the educational attainment of all Idahoans through participation and retention in Idaho’s educational system.

Narrative Support:

In the Fall of 2007 we increased the number of registered nursing students we could serve from 100 to 240 students. In order to increase this capacity, both a program reorganization and additional staff had to be hired. Funding for the additional staff was obtained through one time community donations, soft money sources and the shifting of institutional

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

resources. We continue to go through a process of trying to find funds each year to pay for these positions.

This proposal is provide state general fund support for registered two nursing instructors, a health care advisor and a simulation lab coordinator. This request is based upon an unfunded request for fiscal year 2008.

SBOE Performance Measures:

Percent of Idahoans (ages 25-34) who have a college degree or certificate. Benchmark: 60%

CSI Strategic Plan 2012-2017

Strategic Initiative 2: Responsiveness

Goal 2: Meet the diverse and changing needs and expectations of our students and the community we serve.

Objective 2.1.1 Offer quality educational programs and support services that meet the needs of students with diverse backgrounds, preparation levels, abilities and educational objectives.

Narrative Support:

In order to meet both a local and statewide need, the College of Southern Idaho increased the size of its registered nursing program from 100 students to 240 students. With the new Health Sciences and Human Services building, we are able to accommodate this growth but continue to struggle with funding the instructional costs of the program. Nursing is a high cost, low student – instructor ratio program.

This request is directly tied to our goal of responsiveness to community needs and providing high quality instruction in programs that lead to employment.

CSI Performance Measures:

The performance measure was to increase the size of the registered nursing program from 100 students to 200 students by the Fall of 2008. This measure has been achieved since there are 240 students in the registered nursing program this year.

Description:

The funds provided in this request will go directly for instruction in the registered nursing program. It will allow us to fully fund the program with on-going general fund revenues.

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 funding of three and one half positions for the nursing program is being requested so that we can continue to provide nursing instruction at the expanded level we went to the fall of 2007.

The current agency staffing level for registered nursing is 22.10 FTE costing approximately \$1,566,600. The expansion staff of two nursing instructors, a health care advisor and half time simulation advisor has not been added into our state appropriated base.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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

Position	FTE	Salary	Benefits	Total
Nursing instructor	1.0 FTE	\$40,600	\$17,700	\$58,300
Nursing instructor	1.0 FTE	\$40,600	\$17,700	\$58,300
Health Advisor	1.0 FTE	\$30,000	\$15,700	\$45,700
Simulation				
Coordinator.	.5 FTE	\$20,000	\$ 8,800	\$28,800

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing operations can accommodate the staff requested.

- c. List any additional operating funds and capital items needed.

Additional operating and equipment funds are in place to support this request.

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 request is for general fund support of these positions.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, employers and the public will be served by funding this request. This program has a proven track record of taking students from minimum wage jobs to positions earning in excess of \$20 per hour in just a few years. The economic impact upon both the students and our community is significant.

If this request is not funded we will continue to struggle to find funding to maintain our nursing program at its current level.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This request was originally submitted as a part of our fiscal year 2008 budget. It has remained a high priority but due to the financial challenged faced by the State of Idaho over the last four years, it has not been funded.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: College of Southern Idaho
FUNCTION: Education
ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X
 or Revision No. ___

Voluntary Framework for					
A: Decision Unit No: 12.03	Title: Accountability			Priority Ranking 3 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	80,000				80,000
2. Benefits	35,400				35,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	115,400				115,400
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	115,400				115,400

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 3: Effective and Efficient Delivery Systems- Ensure educational resources are used efficiently

Objective B: Data-driven Decision Making – Increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvements of Idaho’s educational system.

Narrative Support:

This request is to provide additional support for our institutional research department. We currently have a part time institutional researcher with a half time assistant. With the setting up of the Student Longitudinal Data System and additional accountability reports being required, current demands for data are overwhelming.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

In addition, we want to participate in the American Association of Community Colleges Voluntary Framework of Accountability. Currently, fifty eight community colleges are participating in this program. The program involves insuring each item data is collected consistently in the same manner among all participants, a given set of data is required to be collected, data is accurate and comparable. The data is analyzed and shared among participants. Participants can also select various peer groups within the framework to compare themselves with.

The implementing of data integrity policies and the systematic approach to insuring data accuracy will require a significant amount of time. The analysis and presentation to decision makers will also be a part of this process.

Through this process, community colleges hope to identify strengths, weaknesses and best practices so actions can be taken that will increase completers and graduation rates.

Much of the current data and requirements are geared towards four year schools and do not provide meaningful information to community colleges. The Framework for Accountability will specifically address community colleges.

SBOE Performance Measures:

Develop P-20 to workforce longitudinal data system with the ability to access timely and relevant data. Complete by 2015.

CSI Strategic Plan 2012-2017

Strategic Initiative 3: Performance and Accountability

Goal 4: Committee to continuous improvement and institutional effectiveness

Objective 4.2: Continually assess and improve the quality of, relevancy, efficiency and effectiveness of our systems, programs, services and processes.

Narrative Support:

The Community College Framework of Accountability will not only require us to improve the quality of our data and define the data we need to collect but give us access to comparable data from community colleges all over the country.

CSI Performance Measures:

Acceptance into the Community College Framework for Accountability group.

Description:

This request will fund the necessary resources to get selective and high quality data to facilitate decision making that will positively impact students.

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 a full time institutional researcher and a support staff position to complement our existing part time institutional research staff. Additional staffing is required to both meet the requirements of existing data requirements and to move forward into the Framework of Accountability program.

Currently a part time institutional researcher with a part time assistant is built into the base.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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

Position	FTE	Salary	Benefits	Total
Institutional Researcher	1.0	\$50,000	\$19,700	\$69,700
Researcher Assistant	1.0	\$30,000	\$15,700	\$45,700

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing resources will be redirected and existing resources will not be negatively impacted.

c. List any additional operating funds and capital items needed.

No additional operating funds or capital items will be 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 assumption(s) (e.g. anticipated grants, etc.).

This request is for the positions to be funded from the General Fund.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will result in better data and better decision making based upon comparable data. It will have a positive impact upon the citizens of the State of Idaho and result in more efficient use of the dollars we have to get the results we want.

If this request is not funded, we will continue to do the best we can with what we have but will miss out on an opportunity to make meaningful, data driven changes to improve our operation.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the first year for this request.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: College of Southern Idaho
FUNCTION: Education
ACTIVITY:

Agency No.: 501
 Function No.: 02
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.04		Title: CSI STEM Initiative			Priority Ranking 4 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS: Full-time STEM Coordinator					
1. Salaries	106,500				106,500
2. Benefits	52,600				52,600
TOTAL PERSONNEL COSTS:	159,100				159,100
OPERATING EXPENDITURES by summary object:					
1. Travel	6,000				6,000
2. Office Supplies & Postage	3,000				3,000
3. Instructional Supplies	10,000				10,000
TOTAL OPERATING EXPENDITURES:	19,000				19,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	178,100				178,100

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Supports institution/agency and Board strategic plans:

Supports Idaho State Board of Education 2013-2017 Strategic Plan

Goal 1: A Well Educated Citizenry

Objective B: Higher Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho’s educational system.

Goal 2: Critical Thinking and Innovation

Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

Narrative Support:

The i-STEM proposal supports Goal 1, Objective B by developing a highly qualified STEM workforce through teacher education preparation and in-service teacher professional development workshops, seminars, summer institutes, and activities. These opportunities strengthen curriculum development, pedagogical knowledge, and instructional delivery.

The i-STEM proposal supports Goal 2, Objective C by addressing the need of the State to develop, recruit, and retain highly qualified teachers in STEM subjects

The i-STEM proposal supports fostering relations between CSI and Region IV and State constituents to develop, promote, and foster STEM education, teacher professional development, and workforce training through collaborative efforts and opportunities

Performance Measures:

High School Graduation rate as defined in the Accountability Workbook.

Benchmark: 90%

Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test.

Benchmark: 100% for both 5th and 10th Grade students in Reading, Mathematics, Language, and Science subject areas.

CSI Strategic Plan 2012-2017:

Strategic Initiative 1: Student Learning and Success

Goal 1: Demonstrate a continued commitment to, and shared responsibility for student learning and success

Strategic Initiative 2: Responsiveness

Goal 2: Meet the diverse and changing needs and expectations of our students and the community we serve.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Narrative Support:

The i-STEM proposal supports CSI Strategic Initiative 1 Goal 1 and Strategic Initiative 2 Goal 2 by preparing k-14 students and thus developing a highly qualified STEM workforce through teacher education preparation and in-service teacher professional development workshops, seminars, summer institutes, and activities.

CSI Performance Measures:

1. Increase the number of students entering in STEM education and utilizing STEM resources:
 - a. Develop a dual credit stem academy by 2014
 - a. Develop a CSI STEM club by Fall of 2013
 - b. Increase the number of CSI pre-service teachers (majors) in STEM fields by 10%
 - c. Develop a CSI STEM resource room by Fall of 2013
2. Improve student engagement in STEM subjects:
 - a. Offer at least one regional STEM fair, competition, camp, activity, and organization geared towards elementary and dual credit students. Examples include a STEM strand for "I'm Going to College" for 6th graders, "Girls in Technology," "Science Camp," and a dual credit STEM fair, a dual credit STEM club.
3. Increase in-service teachers participating in STEM-related activities:
 - a. Develop a STEM team in each school district in Region IV (22 districts) that actively participates in a Region IV STEM activity, institute, or program by 2013.
4. Increase the number of highly qualified teachers to meet the demand in STEM subjects:
 - a. maintain and increase professional development opportunities in STEM education--ongoing
5. Identify and respond to the specific STEM needs of external constituents:
 - a. Develop an advisory committee that includes members from CSI, k-12, university, industry, and employment organizations.

Description:

CSI is dedicated to STEM (Science, Technology, Engineering, Math). By providing a STEM Coordinator, faculty person, administrative support and operating expenditures, CSI can develop, organize, and offer ongoing activities and initiatives that promote STEM education in Idaho. Funding this request will provide CSI with the resources to develop a highly qualified STEM workforce through teacher education which involve in-service teacher development workshops, seminars, summer institutes and other support activities. These opportunities will strengthen curriculum development, pedagogical knowledge and instructional delivery. This program will also assist the State of Idaho in developing, recruiting and retaining highly qualified teachers in STEM subjects.

Although there are various activities and efforts between INEL, public schools, private grants and higher education to concerning getting students to pursue degrees in Science, Technology, Engineering and Math, there is no coordinated effort in Region IV. This decision unit will provide staffing to provide not only coordination but support for teachers in these subjects. The programs have to begin in k-12 and progress through high school and into college.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Our goal is to demonstrate an unwavering commitment to, and shared responsibility for, STEM education by engaging k-14 students in STEM activities, preparing and developing pre- and in-service teachers in STEM education, and addressing the needs of industry in STEM fields. We feel this can only happen by having a coordinated, comprehensive approach that involves administration, instructional support and clerical support.

Through this decision unit, we ensure that our children will gain the knowledge, skills, perspectives, and confidence to be successful in a global society and economy that is becoming increasingly dependent upon STEM fields.

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?

CSI is requesting a full-time STEM coordinator (1FTE), a faculty person (1FTE) and office support personnel (1FTE) to develop, coordinate, and implement STEM activities and education on the CSI campus and throughout Region IV. This will enhance, develop, and promote excellence in STEM education and thus Idaho's future in STEM related fields.

CSI has conducted STEM activities on a limited basis with a part time instructor involved in bringing local school children to campus. These activities will continue with additional support from this decision unit. There is not funding in our base for STEM activities.

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.

1 FTE STEM Coordinator: \$45,000.00 (salary) \$19,600 (benefits)

1 FTE STEM Faculty: \$39,500 (salary) \$18,500

1 FTE STEM Office Specialist: \$22,000 (salary) \$14,500 (benefits)

Anticipated date of hire: July 1, 2013

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

All three positions will be new positions. The STEM Coordinator position will release concerted efforts and time for existing employees, allowing current employees to focus and funnel STEM-related activities and current duties.

- c. List any additional operating funds and capital items needed.

Operating Expenditures:

- Travel: \$6,000 (monies for STEM conferences/workshops, state and regional activities, i-STEM Summer Institute, and school districts and external constituents support.)
- Office Supplies: \$3,000 (monies for printing and duplicating, marketing, and promotion of STEM.)
- Instructional Supplies: \$10,000 (monies for instructional resources related to STEM development, enhancement, and support.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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.).

The funding source for this project will be the General Fund. We will utilize these positions to assist in getting more funding into STEM programs through grants, donations and in-kind services

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 primary benefactors of this project will be students. Additionally, K-12 teachers will receive training and support in delivering STEM activities. This request serves and greatly affects STEM in Region IV and the State, specifically CSI, K-16, SBOE, and industry.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Occupancy costs were our number one priority in our 2013 request. This request was our number two priority last year and is again our number two priority this year. Occupancy costs for our new Applied Technology and Innovation Center is our number one priority for 2014.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: College of Southern Idaho
FUNCTION: Education
ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X
 or Revision No. ___

A: Decision Unit No: 12.05		Title: Idaho Falls Outreach Center			Priority Ranking 5 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
1. Salaries	100,000				100,000
2. Benefits	49,500				49,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	149,500				149,500
OPERATING EXPENDITURES by summary object:					
Lease Payments	42,000				
TOTAL OPERATING EXPENDITURES:	42,000				42,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	191,500				191,500

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 1: A well educated citizenry

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Goal 3: Effective and Efficient Delivery Systems – Ensure educational resources are used efficiently.

Objective C: Administrative Efficiencies – Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

Narrative Support:

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

This request is to expand academic community college offerings in the Idaho Falls area. Working in cooperation with Eastern Idaho Technical College, we will establish an outreach center to provide the courses necessary for core certification for academic students. With the articulation agreements that are already in place, Idaho Falls students will be able to complete the first two years of college at an affordable price.

As we have experienced with our other outreach centers, it is critical to have staff living, working and being a part of the community to build and maintain educational programs. The outreach center director and staff will need to work very closely with EIVTC concerning course offerings, workforce training and community education.

We are proposing establishing a 4,000 square foot outreach center consisting of four classrooms and an office area to serve as a base of operations. Additional instructional space will be leased from local high schools and EITC as needed. Since we are already offering an extensive amount of dual credit in eastern Idaho, we should be able to integrate into the high schools fairly easily.

Student tuition and fees will be the same as those at the College of Southern Idaho. We will be able to pay for instructional costs and other variable operational costs associated with the Idaho Falls program with the tuition and fee revenue.

Performance Measures:

Percent of Idahoans (ages 25-34) who have a college degree or certificate.

Benchmark: 60% by 2020

Number of collaborative projects and amount of cost savings.

Benchmark: 10

CSI Strategic Plan 2012-2017

Goal 1: Demonstrate continued commitment to and shared responsibility for student learning and success.

Objective 1.1 Provide quality educational programs and experiences that prepare students to reach their educational and career goals

Narrative Support:

This request will provide community college classes at affordable prices in the Idaho Falls area. In cooperation with Eastern Idaho Technical College, community college services can be offered.

CSI Performance Measures:

Serve 500 students in lower division academic classes in Idaho Falls and the surrounding communities by the Fall of 2015.

Description:

This request is to fund personnel costs for a director, student advisor and student service specialist to provide direct services to students. The request also includes \$42,000 for space rental for classroom and office space.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 provide access to lower division academic programs at an affordable price to students in the Idaho Falls area. We are requesting fund to hire a director, student advisor and student service specialist to provide services in Idaho Falls.

This request also is for rental space for an outreach center in Idaho Falls. We are estimating that a four classroom area along with offices will require about 4,000 square feet. At a lease rate of approximately \$10.50 per square foot, this would cost approximately \$42,000.

There are currently no funds in our base for this activity.

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

Position	FTE	Salary	Benefits	Total
Center Director	1.0	\$43,000	\$18,200	\$61,200
Student Advisor	1.0	\$30,000	\$15,700	\$45,700
Student Service Specialist	1.0	\$27,000	\$15,600	\$42,600

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Our existing staff will absorb the supervision and mentoring of this new center staff. The students and staff will be absorbed into our existing operations. Existing operations will not be impacted by the addition of an Idaho Falls outreach center.

- c. List any additional operating funds and capital items needed.

Equipment and supplies will be provided by the College of Southern Idaho.

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 request is for General Funds support for three staff positions.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, employers and the public will all be served by the College of Southern Idaho opening an outreach center in Idaho Falls. The addition of academic lower division community college classes will provide an affordable alternative to students pursuing a degree. The

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

collaboration of CSI and EIVTC for workforce training and in the developing of programs to meet the needs of employers and the community will very positive.

If this request is not funded, Idaho Falls will continue to be one of the largest metropolitan areas in the state without community college services. Students, employers and the public will be impacted.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

The College of Southern Idaho has been assisting the College of Western Idaho over the last four years. With CWI achieving Candidacy status for accreditation and becoming responsible for their registration and financial aid systems, CSI's role is diminishing. Based upon our experience with CWI, CSI would like to bring the community college access model to Idaho Falls. We are looking forward to a model that is as successful as CWI.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: College of Southern Idaho
 FUNCTION: Education
 ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.06		Title: Graduation Rate Improvement			Priority Ranking 6 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	67,000				67,000
2. Benefits	34,200				34,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	101,200				101,200
OPERATING EXPENDITURES by summary object:					
1.Travel	5,000				5,000
2.Office Supplies & Postage	1,000				1,000
TOTAL OPERATING EXPENDITURES:	6,000				6,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	107,200				107,200

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 1: A Well Educated Citizenry

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Goal 3: Effective and Efficient Delivery Systems – Ensure educational resources are used efficiently.

Objective A: Cost Effective and Fiscally Prudent – Increased productivity and cost-effectiveness.

Narrative Support:

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The Graduation Rate Improvement proposal supports the SBOE strategic plan Goal 1, Objective B by focusing on systems that will encourage students to work towards a degree or certificate and stay on the proper educational track. The proposal also supports Goal 3 Objective A in that the efficiency of class offerings is increased as students work directly towards graduation.

SBOE Performance Measures:

Percent of Idahoans (ages 25-34) who have a college degree or certificate.

Benchmark: 60% by 2020

Percent of first-year freshmen returning for second year.

Benchmark: 60%

CSI Strategic Plan 2012-2017

Strategic Initiative I: Student Learning and Success

Goal 1: Demonstrate a continued commitment to, and shared responsibility for, student learning and success.

Strategic Initiative 2: Responsiveness

Goal 2: Meet the diverse and changing needs and expectations of our students and the communities we serve.

Narrative Support:

The Graduation Rate Improvement proposal is a critical part in meeting CSI's strategic initiatives as listed above. We can no longer provide just access but must focus on graduation and certification. Students who are not on a well defined path to graduation or certification will not be eligible for financial aid or scholarships. This will prevent many of them from attending college. This proposal will help us develop systems to keep students in college on a graduation track that will result in increased completion rates.

CSI Performance Measures:

Retention

- Increase the percentage of first-time full-time students who return to CSI to continue their studies the following fall from 54% to 60% within five years.
- Increase the percentage of first-time part-time students who return to CSI to continue their studies the following fall from 37% to 43% within five years.

Graduation

- Increase the percentage of first-time full-time students who graduate within 150% of "normal time" to completion for their program from 18% to 25% by 2015.

Transfer

- Increase the percentage of first-time full-time students who transfer within 150% of "normal time" to completion for their program from 14% to 20% by 2015.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The College of Southern Idaho recognizes that focus has been shifting more and more from mere access to higher education to retention and student success: graduating with degrees or certificates that help students' secure gainful employment. The U.S. Department of Education, accrediting agencies, the Idaho State Board of Education, state and federal legislators, funding agencies, tax-payers and other constituents are calling for accountability and measurable outcomes. Funding agencies, including private foundations, are also focusing more and more on data and student success.

The Commission on Access, Admissions and Success in Higher Education, formed by the College Board, identified solutions to increase the number of students who graduate from college and are prepared to succeed in the 21st century. The Commission established 10 interdependent recommendations to reach its goal of ensuring that at least 55 percent of Americans hold a postsecondary degree by 2025.

The Commission recommended that the nation increase the number of 24- to 34-year olds who hold an associate degree or higher to 55 percent by the year 2025 in order to make America the leader in educational attainment in the world.

CSI is fully committed to do its part in ensuring the future competitiveness of our students, state, and nation.

The Retention and Graduation Specialist and Student Services Specialist will work collaboratively to develop, implement, document, and provide training on the systems, tools, resources, processes, and procedures designed to assist degree-seeking students in meeting or exceeding Standards of Satisfactory Academic Progress (SAP) and to facilitate retention and timely graduation. The two proposed staff members will work closely with the Advising Center, Financial Aid Office, Admissions and Records Office, faculty advisors, Advising Committee, Institutional Research, Information Technology Services (ITS), Instructional Technology Center (ITC), department chairs, faculty, and other constituents to improve graduation rates at CSI.

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 a full-time Retention and Graduation Specialist and a full time Student Service Specialist to develop systems, analyze data, and work with advisors, faculty, and students to increase retention and degree and certification completion rates. Improving graduation rates is a strategic initiative for both CSI and SBOE. Furthermore, tax payers, legislators, U.S. Department of Education, and funding agencies are all asking for improved students success and higher completion rates. Higher education attainment is critical to the future competitiveness of our students, institution, state, and nation. CSI will be implementing new Satisfactory Academic Progress (SAP) standards and policy. These standards are geared towards helping students focus on retention and graduation.

Currently students are advised by professional advising staff and faculty concerning requirements for degrees/certificates. The current system is geared towards getting students in the right classes for the right majors. Students change majors, take jobs, end up with a number of unnecessary credits or within a few credits of being able to graduate. There is not a single point of contact and students currently do not have adequate support to

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

help them meet or exceed standards of Satisfactory Academic Progress and ensure that they are making progress towards in their programs, and that they graduate in a timely fashion with a certificate or degree.

There is not currently staffing for this particular activity.

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

1 FTE - Retention & Graduation Specialist - \$40,000 salary, Benefits of \$18,600, Anticipated Hire Date – July 1, 2013

1 FTE - Student Service Specialist - \$27,000, Benefits of \$15,600, Anticipated Hire Date- July 1, 2013

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The Retention and Graduation Specialist and Student Services Specialist will work closely with existing staff from the Advising Center, Financial Aid Office, Admissions and Records Office, faculty advisors, Advising Committee, Institutional Research, Information Technology Services (ITS), Instructional Technology Center (ITC), department chairs, faculty, and students.

The addition of staff dedicated specifically to implementing CSI's graduation initiative will help CSI understand and remove barriers to graduation, increase students' understanding of graduation requirements and SAP standards, and will ultimately help student graduate in a timely fashion.

Existing operations will be modified to emphasize completion from the first contact with the prospective student through completion of their educational program.

- c. List any additional operating funds and capital items needed.

Operational funding needed is approximately \$5,000 for travel and \$1,000 for office supplies and postage. These will be ongoing operational 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.).

We anticipate the salaries and operational costs to be paid for by our General Fund appropriation.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request directly serves students. The emphasis has changed from access to completion. New federal financial aid regulations require student academic progress towards graduation or certification. In order to retain students, help them graduate in a

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

timely fashion, prepare them for gainful employment while meeting the needs of employers, we must to change the way we advise students and create a culture of program completion.

If this request is not funded, we will continue to try to increase completion rates with existing staff. However, due to increased enrollment over the last few years, we are advising several hundred more students with the same number of advising staff, which does not leave time to carefully analyze data and develop systems, resources, and tools necessary to significantly impact graduation rates. Due to new student academic progress requirements and the sheer number of students advisors and faculty have to see, it will be difficult to make a significant impact without a new position to lead this effort. Students will be impacted as will the institution if completion rates are not improved. Improved graduation rates also benefit our state and nation.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This was also our number 3 priority last year behind our number 1 priority Occupancy Costs and our number 2 priority STEM Initiative.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: North Idaho College

Agency No.:

FY 2014 Request

FUNCTION: Education

Function No.: 02

Page 1 of 4 Pages

ACTIVITY: Academic Initiative – Dual
Credit – Complete College Idaho

Activity No.:

Original Submission __ or
Revision No. **Revised**
from FY13

A: Decision Unit No: 12.02		Title: Dual Credit Partnership with Region One Schools			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3				3
PERSONNEL COSTS:					
1. Dual Credit Advisor and two Faculty	120,000				120,000
2. Benefits	42,000				42,000
3. 50 Mentors & 50 HS teachers	155,200				155,200
TOTAL PERSONNEL COSTS:	317,200				317,200
OPERATING EXPENDITURES by summary object:					
1. Travel	10,000				10,000
2. HS Faculty Develop/Workshops	20,000				20,000
3. Orientation/advising to DC students	5,000				5,000
TOTAL OPERATING EXPENDITURES:	35,000				35,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	352,200				352,200

Supports institution/agency and Board strategic plans:

1. Supports NIC Strategic Plan Goals to:
 - a. Improve and expand educational opportunities, programs, and courses for the student population and community.
 - b. Develop and expand opportunities for high school students enrolled through NIC, emphasizing professional technical and dual credit enrollment programs.
2. Supports SBOE Goals to:
 - a. Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

- b. Complete College Idaho to have 60% of Idahoans age 25 – 34 attain a degree or certificate by 2020.

Performance Measures:

1. Increase the number of dual credit courses *taught by high school teachers* in Region One school districts, in the five northern counties of Idaho, until each high school has a set of core college classes to offer their students, regardless of size of the high school.
2. Increase the number of college credits earned by dual credit high school students with the goal of 12 – 24 credits earned by high school graduation. (1 - 2 college classes per semester during junior and senior years in high school).

Narrative Support:

The Dual Credit program at NIC has been predominantly an on-campus program. This limits access to students who do not have the ability to travel to campus and/or do not have the desire to leave their high school campuses during the school day.

NIC wishes to expand course offerings *in the high schools* so that each high school in the northern counties, regardless of the size of the high school, has the ability to offer a suite of core dual credit courses to eligible students. The emphasis will be on core courses required to attain an AA/AS/AAS degree or attain a minimum of 24 credits in core transfer classes in the areas of English, Communications, Chemistry, Biology, History, Political Science, Psychology, Sociology, Philosophy, Theatre, Art, Foreign Languages, and Physical Education.

Description:

The goals of the program include:

1. *Increase the number of college-level core classes offered in the high schools.*
Provide a suite of core college courses that can be taught *in the high schools* with 30% of high school students in the northern five counties of Idaho achieving 12 – 24 transferable college credits by high school graduation.
2. *Provide career and course advising to dual credit students.*
Dual credit students are advised by high school counselors on what college courses count for high school graduation, but they don't have advising on their career and college plans from campus experts. Providing the high school counselors and dual credit students with a campus advising expert on *high school requirements and the college* is needed to enable dual credit students to plan their career and college paths as they increase the number of college credits earned prior to becoming a regular student.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

3. *Increase the pool of high school teachers who can be dual credit instructors for NIC.*

The pool of eligible candidates to teach for NIC is based upon qualification standards. While high school teaching experience is valuable, graduate credits in the discipline are also needed to teach college-level courses. Funds are needed to reimburse graduate tuition for high school teachers in key areas such as English, History and Political Science.

4. *Guarantee college courses taught in the high school are college-level courses.*

Using standards from the National Association of Concurrent Enrollment (NACEP), mentor all high school teachers who become dual credit instructors, provide professional development opportunities for the instructors, and collect evidence that illustrates college-level rigor to become nationally accredited by NACEP within five years.

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?

NIC is requesting general funds for:

- a. 100 site visits - Regional travel for faculty mentors to go to high schools to work with dual credit instructors due to geographic diversity of high schools.
 - b. 2 classes at UI rates - Tuition reimbursement for five high school teachers to take graduate classes in their disciplines to become eligible to teach college-level classes to grow the pool of instructors.
 - c. Dual credit instructor workshops and professional development for dual credit instructors.
 - d. Orientation and advising materials for dual credit students.
2. What resources are necessary to implement this request?
- a. List by position
 - i. 1 full-time Dual Credit Advising Specialist as lead contact for high school counselors and dual credit students to serve as a dual credit advisor who understands both the high school graduation requirements and college core transfer and/or degree seeking classes to be able to guide dual credit students. (benefit eligible,\$40,000 plus 35% benefits)
 - ii. 2 faculty positions in disciplines where NIC does not have adequate faculty to supervise dual credit instructors – Communications and

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Political Science for example. (benefit eligible, \$40,000 each plus 35% benefits)

- iii. 50 mentors - Payments to hire part-time faculty to replace full-time faculty in the classroom in order to provide permanent faculty mentors to the dual credit instructors. (50 x 1 credit equivalency payment)
- iv. 50 part-time dual credit instructors - Payments to high school teachers/districts for teaching dual credit classes. It is not cost effective to hire a teacher to teach a college course for a few students – funds need to offset the expense for remote schools with few students. (not benefit eligible, 50 x 1 credit equivalency x 3 credits)

b. Current HR resources supporting:

- i. 1 FT Dual Credit Coordinator will oversee the DC Advising Specialist with input from NIC's Advising Director
- ii. 6 Division chairs oversee the faculty, faculty mentors and DC instructors

c. Operating funds

- i. Travel for 50 mentors for HS - \$10,000
- ii. Staff development – tuition for 5 teachers, 2 classes - \$10,020
- iii. DC Instructor Workshops for HS teachers - \$10,000
- iv. Orientation/advising materials for dual credit students - \$5,000

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.)

a. 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?

Dual credit students of northern Idaho are being served by this request. It will enable them to develop a college plan by beginning their college classes in the high school prior to high school graduation. In FY11, 227 students were taught in the high schools in northern Idaho, whereas CSI taught 2,071 in the same year. NIC has the potential to increase dual credit students tenfold.

If this is not funded, the NIC effort to expand its dual credit offerings with teachers in the high schools will be severely limited in providing a core suite of courses. Only those high schools that can provide large numbers of students per class will be able to be served by the dual credit program and only in disciplines where adequate full-time faculty exist to serve as mentors. This means the program cannot offer a suite of core courses needed at the high school to provide a transferable curriculum.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Rather the courses offered will be based on hiring high school teachers with already adequate qualifications to teach college classes for NIC and where the high school can generate enough students to cover the cost.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year 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.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: North Idaho College
 FUNCTION: Education
 ACTIVITY: **Establish a Veteran's
 Center**

Agency No.:
 Function No.: 02
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.04		Title: Veteran's Center			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	44,400				44,400
2. Benefits	15,000				15,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	59,400				59,400
OPERATING EXPENDITURES:					
Establish M & O budget:					
Travel	1,500				44,400
Staff Development	4,000				4,000
Supplies	5,000				5,000
Memberships	1,000				1,000
Subscriptions	1,000				1,000
Misc.	5,000				5,000
TOTAL OPERATING EXPENDITURES:	17,500				17,500
CAPITAL OUTLAY by summary object:					
Computers	5,000				5,000
Printer	900				900
Workstation	3,000				3,000
Furnish Center	10,000				10,000
IT infrastructure (drops & phones)	1,000				1,000
TOTAL CAPITAL OUTLAY:	19,900				19,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	96,800				96,800

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Supports institution/agency and Board strategic plans:

This initiative is supported by both the State Board of Education Strategic Plan and North Idaho College's Strategic Plan:

State Board of Education Strategic Plan:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

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.

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Objective C: Adult learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system.

North Idaho College Strategic Plan:

THEME II: STUDENT SUPPORT

Goal 1: Improve student access.

Goal 2: Implement initiatives to increase student success

North Idaho College Core Accreditation Themes

The college mission is reflected in its three accreditation core themes:

Student Success: Provide access to an education environment that helps students attain their education goals.

Educational Excellence: Enhance quality educational opportunities that promote student success, teaching excellence, and lifelong learning.

Community Engagement: Enhance the quality of life for our students and communities.

Performance Measures: Performance will be measured by assessing the total number of veterans that attend NIC, the retention and completion of their educational goals and their satisfaction with their experience at NIC.

Narrative Support: The need for support of veterans returning to school is well documented. Many veterans are returning from combat with traumatic brain injuries, PTSD and other physical and emotional insults. They have been in the military system which has a different mindset and way of operating than academia and they need additional support to learn how to adapt to the educational world. The faculty and staff need training on the challenges that are unique to student veterans. The veterans need the opportunity to connect and support each other. They are used to the camaraderie of military life. There is a need for people and a physical location specific to their needs and to help them successfully transition and become more independent for their educational and job success. It is important that they can get accurate information regarding their Veterans' benefits for school and any others that they may be eligible to receive.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description: The goal is to have a veteran's center that would house the veteran's benefits coordinator, an academic advisor and a center where the veterans can connect and feel safe. In addition to the social aspect, the center would also have computers where they could study and perhaps develop a peer tutoring program. The staff would work together to maintain an environment that is welcoming and supportive of the veterans and understanding of their special needs. They would also assess the veterans needs for any additional services, any pre-college programs to help them improve skills that would add to their academic success (i.e. reading, math, writing). Additionally, the staff has to be knowledgeable of community and veterans services to support the veterans and refer them as needed.

Questions:

1. **What is being requested and why?** The money requested is to support hiring an advisor and furnishing a physical space. That includes computers for student stations as well as for the staff.
2. **What is the agency staffing level for this activity and how much funding by source is in the base?** We currently have a veteran's benefits coordinator who assists them in completing the necessary paper-work and knows the guidelines for the various choices of GI bills that the student may have as options.
3. **What resources are necessary to implement this request?** Funding is needed to hire an advisor and establish a dedicated area on our campus for Veterans.
4. **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.).**

One-time funding request is for \$19,300 to establish an office and center. Personnel funds of \$59,918 are requested to fund a full-time advisor with benefits. On-going M & O funding of \$17,500 is requested for supplies, memberships, training, and programming.

Once the Veteran's center is up and running we will actively seek out grants to support and expand services. We will also advocate for general fund support.

5. **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 veterans who attend North Idaho College are impacted by this request. If this funding is approved, we will have the ability to better serve the veterans who attend NIC as well as provide a welcoming environment to those who would come here but might choose to go someplace else that is more "Vet Friendly." Additionally, the staff and instructors that serve the current vet students will be impacted by not having the appropriate training and support to help them help the students succeed.
6. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: North Idaho College
 FUNCTION: Education
 ACTIVITY: Expansion of Sandpoint
 Outreach Center

Agency No.:
 Function No.: 02
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.04		Title: Sandpoint Outreach			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.0				
PERSONNEL COSTS:					
1. Salaries	178,400				
2. Benefits	55,900				
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	234,300				
OPERATING EXPENDITURES by summary object:					
Desks, Chairs, Computers	20,000				
Increase Lease costs for add'l space	28,000				
Travel	5,000				
Office Supplies	5,000				
Janitorial Cost	10,000				
TOTAL OPERATING EXPENDITURES:	68,000				
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	302,300				

Supports institution/agency and Board strategic plans:

GOAL 3: Effective and Efficient Delivery Systems – *Ensure educational resources are used efficiently.*

Objective C: Administrative Efficiencies – Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

Performance Measures: Number of collaborative projects and amount of cost savings.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Narrative Support:

In the summer of 2012, North Idaho College relocated its Sandpoint Center to downtown Sandpoint. The expansion of the existing lease will allow the college to expand its program offerings to include theater arts programming, culinary arts and to offer enough space to cooperatively work with the University of Idaho and Lewis Clark State College to offer education beyond the two year level to the citizens of Bonner county and surrounding areas. The college was able, with the help of the local Sandpoint Urban Renewal District, to obtain increased education space at a lower cost than the former location. By relocating and expanding the center we are allowing citizens of North Idaho to have greater access with less travel to the educational opportunities provided by North Idaho College.

Description:

North Idaho College's Sandpoint Outreach Center can be expanded to provide a more comprehensive set of services to this important part of NIC's service area. The current space does not easily allow NIC to offer a variety of courses, either for credit or on the non-credit side. Expansion would allow enough classroom space to accommodate programs being requested by our constituents in the area. As the center is a former high school the location provides a large multipurpose room and theater area that can be used to expand class offerings.

In addition, the larger space will allow for us to house NIC's Area Agency on Aging Sandpoint offices offering seniors support through that agency in conjunction with courses specifically designed for seniors. The new Sandpoint Center is also across the street from the Sandpoint Center of North Idaho College's Head Start program. This location allows for additional synergies between the entities and their programs.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - a. NIC is requesting funds to lease additional space and hire additional staff to expand course offerings and student support services for students in Bonner County. Current staffing level for the Sandpoint outreach office includes a full time center assistant and two full time faculty plus additional part staff as needed.

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.
 - i. Salary requests is for 1 full time benefitted faculty member, two full-time benefitted professional staff members (an academic advisor and a financial aid advisor) and one full time admission and registration support staff.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - i. n/a
 - c. List any additional operating funds and capital items needed.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Community Colleges
 FUNCTION: College of Western Idaho
 ACTIVITY:

Agency No.: 507
 Function No.: 07
 Activity No.:

FY 2014 Request
 Page 1 of 4 Pages
 Original Submission ___ or
 Revision No. _1_

A: Decision Unit No: 12.01		Title: Ensuring Student Success			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	43.00				43.00
PERSONNEL COSTS:					
1. Salaries	\$ 3,133,300				\$ 3,133,300
2. Benefits	\$ 1,687,200				\$ 1,687,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$ 4,820,500				\$ 4,820,500
OPERATING EXPENDITURES by summary object:					
1. Operating Expenditures	\$ 799,500				\$ 799,500
TOTAL OPERATING EXPENDITURES:	\$ 799,500				\$ 799,500
CAPITAL OUTLAY by summary object:					
1. Busses for shuttle operations	\$ 350,000				350,000
2. Purchase leases, existing buildings	\$ 991,100				\$ 991,100
TOTAL CAPITAL OUTLAY:	\$ 1,341,100				\$ 1,341,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 6,961,100				\$ 6,961,100

Supports institution/agency and Board strategic plans:

CWI Goal # 2: Develop Systems to Support Faculty and Staff

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

Objectives

1. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.

Performance Measure: All faculty will meet or exceed the CWI hiring standards.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Community Colleges
 FUNCTION: College of Western Idaho
 ACTIVITY: Nursing Program Funding

Agency No.: 507
 Function No.: 07
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

Nursing Program – Gen Fund Support					
A: Decision Unit No: 12.03		Title: Support		Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.0				7.0
PERSONNEL COSTS:					
1. Salaries	366,100				366,100
2. Benefits	132,400				132,400
3. Group Position Funding	50,000				50,000
TOTAL PERSONNEL COSTS:	548,500				548,500
OPERATING EXPENDITURES by summary object:					
	30,000				30,000
TOTAL OPERATING EXPENDITURES:	30,000				30,000
CAPITAL OUTLAY by summary object:					
	2,000				2,000
TOTAL CAPITAL OUTLAY:	2,000				2,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	580,500				580,500

Supports institution/agency and Board strategic plans:

CWI Goal # 2: Develop Systems to Support Faculty and Staff

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

Objectives

1. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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.

Seven positions are involved, all nursing faculty (total salary and benefits \$ \$98,500. The nursing faculty have 9.5 month appointments. All positions receive benefits. All seven positions are current employees of CWI. Group funds are being requested for Adjunct instructors, which will be used to augment full-time faculty.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

As noted above, all seven positions are currently employed by CWI. Existing operations will continue as planned. If additional state funding was approved, CWI resources would be freed up to assist with accommodating rapid enrollment growth.

- c. List any additional operating funds and capital items needed.

None will be requested.

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.

.All funds requested are State 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?

Nursing students at CWI will be directly served by these positions; CWI general education students will be indirectly served if State funds are directed to this purpose instead of having CWI operating funds used.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2013 budget request are not prioritized first.

CWI requested partial funding for this transition in the FY 2013 budget request, but Occupancy Costs were prioritized higher because the requested amount was greater than the nursing transition and the impact would have better benefitted the entire institution.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Agricultural Research and Extension Service

Agency No.: 514

FY 2014 Request

FUNCTION: Agricultural Research & Extension

Function No.: 02

Page ___ of ___ Pages
Original Submission X or

ACTIVITY:

Activity No.:

Revision No. ___

A: Decision Unit No: 12.01		Title: Operating Expenditures			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	1,000,000				1,000,000
TOTAL OPERATING EXPENDITURES:	1,000,000				1,000,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

Supports institution/agency and Board strategic plans:

Goal: Goal 3, Objective A

In order to meet society's critical needs in the area of agriculture, we must be able to adequately fund the operations of the ARES so that we can participate in the exchange of knowledge and resources and have a positive impact on Idaho and beyond.

Performance Measure: Align personnel costs with operating costs to achieve a balance that is sustainable.

Because ARES is severely underfunded in operating, we have qualified employees to conduct research and extension activities but lack the funding needed to allow them to succeed in their areas of expertise.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The College of Agricultural and Life Sciences, its Idaho Agricultural Experiment Station and its Cooperative Extension System face a number of major program challenges in our responsibilities to serve the people of Idaho and meet the essential needs of the State's increasingly important agriculture industry. Among these challenges, several issues loom as extremely critical for Idaho's agriculture and constitute program areas for which we are inadequately invested in scientific and operational resources.

The costs of maintaining current operations increases annually due to inflation. ARES appropriated funding for operating budgets has not kept pace with inflation and in fact has been drastically reduced in recent years due to the poor economy. Because of this reduced funding our ARES base programs have suffered. Significant cost increases in travel, utilities, fuel, animal feed and agrichemicals, laboratory supplies, repair and maintenance of field and specialized laboratory equipment, and other expendable items have eroded our budget, along with the marked budget reductions, and decreased the college's ability to maintain minimally adequate support fund levels for college programs.

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?

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue 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?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Ag Research and Extension

Agency No.: 504

FY 2014 Request

FUNCTION: Ag Research and Extension

Function No.: 02

Page 1 of 2 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	463,400				463,400
2. Benefits	108,900				108,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	572,300				572,300
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	572,300				572,300

Supports institution 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 career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 Ag Research and Extension salary budget of \$15,446,150. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital 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.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

- 5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.**

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Health Education Programs

Agency No.: 515

FY 2014 Request

FUNCTION: Wa-Id Veterinary Education

Function No.: 01

Page 1 of 2 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	11,300				11,300
2. Benefits	2,700				2,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	14,000				14,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	14,000				14,000

Supports institution 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 career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 WI salary budget of \$376,982. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital 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.).

This request is 100% recurring state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

- 5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.**

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Health Programs
FUNCTION: WWAMI Medical
Education

Agency No.:
515
Function No.:
02

FY 2014 Request

Page 1 of Pages
Original Submission X or
Revision No. ____

ACTIVITY: Strategic Initiative

Activity No.:

A: Decision Unit No: 12.01		Title: TRUST Program			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.80				.80
PERSONNEL COSTS:					
1. Salaries	70,000	70,000			140,000
2. Benefits	20,700	20,700			41,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	90,700	90,700			181,400
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	21,900	21,900			43,800
2. Travel					
3. IT					
TOTAL OPERATING EXPENDITURES:	21,900	21,900			43,800
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	112,600	112,600			225,200

Supports institution/agency and Board strategic plans:

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access – (SBOE) Set policy and advocate for increasing access; (WWAMI) recruit a strong medical student applicant pool for Idaho.

- **Performance measure:** the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

year, and the ratio of Idaho applicants per funded medical student position.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho.

- **Performance measure:** Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- **Performance measure:** the number of WWAMI rural summer training placements in Idaho each year.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- **Performance measure:** the number of WWAMI medical students completing clerkships in Idaho each year.

Objective C: Support and maintain interest in primary care medicine for medical career choice.

- **Performance measure:** Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.

Description:

This new program request is for five (5) additional positions for medical students in the Idaho WWAMI program, beginning in FY 14. More specifically, it is for five positions within a proposed **Targeted Rural and Under-Served Track (TRUST)** program, focused specifically on the physician workforce needs of Idaho's rural and underserved areas. **The goal of the TRUST program** is to provide an ongoing training connection between community workforce needs, medical education, and rural healthcare providers in Idaho. TRUST medical students will be specifically selected for their experiences and backgrounds in rural and underserved Idaho, and their commitment to returning to such communities to work as physicians where they are most needed. With a four-year curriculum that combines traditional medical training with additional classroom and clinical experiences developed around rural and underserved healthcare needs, TRUST students will develop long-term relationships with Idaho's rural communities and physicians. The TRUST program is designed to admit, educate, place, train, and retain local Idaho students as future Idaho physicians.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Specific objectives of the TRUST program include:

- Increasing access to medical school for Idaho residents, by adding 5 new positions to Idaho WWAMI program specifically for TRUST program students
- Targeting admissions for Idaho TRUST students from rural and underserved backgrounds
- Developing scholarships for TRUST students to reduce debt load after medical school
- Targeting training experiences with rural communities in Idaho to develop ongoing relationships over the four years of medical school
- Increasing clinical training in Idaho, with increased exposure to healthcare systems, communities, and workforce needs in Idaho
- Targeting agreements with Idaho & WWAMI residency programs to accept TRUST students for advanced training in their specialty
- Increasing retention of Idaho medical students as physicians, especially in rural and underserved communities in Idaho, where physician workforce needs are greatest.

To accomplish these goals and objectives, the Idaho WWAMI program needs to be authorized and funded to admit five more students (new entering class total of 25 Idaho WWAMI students, Fall 2013), as well as the costs of educating these additional five students during the first year of medical school. This funding would come from a mix of General Fund appropriations and dedicated receipts (medical student tuition & fees). Specifically, new program costs are provided on page 1 of this request and would include:

1. Adding an Associate Director/TRUST Coordinator position (.8 FTE) to be filled by a local physician-educator (salary and benefits)
2. Operating expenses for educating the five additional medical students, including anatomy supplies and equipment, study resources, clinical instruction, and other program costs.

Justification for these costs include the unique, targeted focus of these additional seats, and the need for a dedicated physician faculty/administrator to provide development, coordination, and oversight of this program, its students, and its state-wide relationships with rural communities and physicians throughout Idaho. In addition to personnel requirements, any expansion in medical student enrollment would require a modest increase in operating expenses for teaching these additional students.

This request for increased WWAMI medical student positions, specifically for the TRUST program, would be an ongoing request. It requires a commitment to not only increased funding and medical students in year 1 (FY14), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation. Idaho WWAMI is currently at 20 students per year, or 80 total students in medical school. This request requires the addition of 5 students in the entering classes of FY14, FY15, FY16, and FY17, or 25 students per year, for a total of 100 Idaho WWAMI

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

students enrolled in medical school by FY17 (Fall 2016). This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI class from 80 to 100 students, is not a small commitment, but a necessary one for the future of Idaho communities.

This request also supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009; specifically, recommendations #2 (increased WWAMI students), #5 (admissions selection for rural and primary care interests), and #6 (ensuring rural training rotations in Idaho as a part of students' program).

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Health Education Programs

Agency No.: 515

FY 2014 Request

FUNCTION: WWAMI Medical Education

Function No.: 02

Page 1 of 2 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	17,900				17,900
2. Benefits	4,200				4,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	22,100				22,100
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	22,100				22,100

Supports institution 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 career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 WWAMI salary budget of \$598,264. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital 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.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

- 5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.**

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Health Education Programs
 FUNCTION: ISU Family Medicine
 Residency

Agency No.: 513

FY 2014 Request

Function No.:

Page ___ of ___ Pages

Original Submission X or

ACTIVITY:

Activity No.:

Revision No. ___

A: Decision Unit No: 12.01		Title: Increase Base Funding			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating support	61,100				61,100
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	61,100				61,100

Supports institution/agency and Board strategic plans:

GOAL THREE: Advance health sciences research and health professions education throughout the state to increase the quality of patient care, the number of practicing health care professionals, and to promote clinical and translational research.

OBJECTIVE 3.4: Expand postgraduate residency training programs throughout the state to meet increasing patient care and training needs.

Performance Measure: Number of ISU postgraduate residency and fellowship programs in medicine, pharmacy, dentistry, and other health professions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The mission of the ISU Family Medicine Residency (ISU-FMR) is to train physicians for successful rural family practice. The three-year program is a community-based, University-affiliated program designed to produce skilled, caring family practice physicians. The residency currently trains six residents per class and is expanding to seven residents per class.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The ISU-FMR is requesting \$61,100 in ongoing General Funds, which reflects a 7% increase, to provide additional base funding support for the program.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Not applicable.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing operations would benefit from new funding which would help compensate for reduced reimbursement rates and enable the program to continue to provide critical care to underserved populations.

- c. List any additional operating funds and capital items needed.

Not applicable.

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.).

Fund Source: Ongoing State 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?

A core function of ISU-FMR is the provision of services to underserved populations in Idaho. Reimbursement for medical services has been declining, while program costs have been climbing. The ISU-FMR provides over \$2.2 million in medical services to Medicaid, Medicare, and the indigent. Approximately 50% of the \$3.5 million (or \$1.75 million) annual charges are written off to bad debt and contractual adjustments. The ISU-FMR staffs community services such as the Health Department, adolescent detention centers, prison services, free clinics and HIV clinics. The Indian Health Service, migrant workers, nursing

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

home residents and the home-bound also receive medical support from the residents. Requested funding would help offset reduced reimbursement rates and enable ISU-FMR to continue to provide high quality care to underserved populations.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Family Medicine Residency of Idaho
FUNCTION:
ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.01		Title: Increase Base Funding			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
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:	75,700				75,700
LUMP SUM:					
GRAND TOTAL	75,700				75,700

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The Family Medicine Residency of Idaho (FMRI) 501(c)(3) is a three-year Family Medicine residency program established for the specific purposes of training outstanding family physicians for our community, state, and region and to serve the underserved. FMRI is also a Federally Qualified Health Center Look-Alike (FQHC Look-Alike) that operates five family medicine health centers in high need areas throughout Ada County. FMRI has 11 residents/year – 33 total. In addition, FMRI has two rural training tracks (Caldwell – 3 residents/year – 9 total) and Magic Valley (2 residents/year – 6 total)

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?

FMRI is requesting \$75,700 in ongoing General Funds, which reflects a 7% increase, to provide additional base funding support for the program.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Not applicable.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing operations would benefit from new funding which would help compensate for reduced reimbursement rates and enable the program to continue to provide critical care to underserved populations.

- c. List any additional operating funds and capital items needed.

Not applicable.

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.).

Fund Source: Ongoing State 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?

FMRI is the largest service provider for uninsured and underinsured in Ada County and the largest Medicaid provider in all of Idaho. Reimbursement for medical services has been declining, while program costs have been climbing. Requested funding would help offset

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

reduced reimbursement rates and enable FMRI to continue to provide high quality care to underserved populations.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Health Education Programs

Agency No.:

FY 2014 Request

FUNCTION: Psychiatry Residency

Function No.:

Page ___ of ___ Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ___

A: Decision Unit No: 12.01		Title: Increase State Support			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	10,000				10,000
LUMP SUM:					
GRAND TOTAL	10,000				10,000

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The Idaho Advanced Clinician Track provides psychiatry residency training and practical experience in a variety of clinical settings. A major focus of the program is to teach psychiatrists how to become expert consultants for other physicians and healthcare providers. This clinician track prepares the next generation of psychiatrists to effectively diagnose and compassionately treat patients in multiple medical and community settings. Residents in the Idaho Advanced Clinician Track complete two years of training in Seattle in an academic university environment, followed by two years in the community setting of Boise, Idaho. Clinical rotations are designed to provide exposure to a wide variety of patient populations, increase levels of responsibility under supervision, and allow the resident to explore elective opportunities.

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 Psychiatry Residency program is requesting \$10,000 in ongoing General Funds, which reflects a 9% increase, to provide additional base funding support for the program.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Not applicable.

- 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.

Not applicable.

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.).

Fund Source: Ongoing State 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 third and fourth years in Boise focus on honing the resident's skills in consultation-liaison psychiatry and in outpatient treatment. Residents have outpatient clinics and supervision at the Family Medicine Residency of Idaho Outpatient Clinic, Boise VA Medical

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Center, and Boise State University Health Services. These rotations include treating selected outpatients over the full course of the third and fourth years, crisis intervention training, group and family therapy, outpatient substance abuse treatment, and public psychiatry. There is a strong emphasis on consultation liaison psychiatry on the medical and surgical wards of St. Luke's, St. Alphonsus, and the Boise VA, and on providing outpatient psychiatric consultation to family physicians and residents at the Family Medicine Outpatient Clinic. Each resident has the opportunity to work with outpatient chronic pain management, sleep medicine and movement disorders specialists.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Boise Internal Medicine
 FUNCTION: Curriculum Support
 ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

FY 2014 Request
 Page 1 of 2 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.01		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	240,000				240,000
TOTAL OPERATING EXPENDITURES:	240,000				240,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	240,000				240,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective D: *Improve the ability of the educational system to meet educational needs and allow efficient and effective transition into the workforce.*

This is a request for vital curriculum support of the Boise Internal Medicine (BIM) residency program to allow training at rural and underserved sites in Idaho. BIM is a newly expanded three-year internal medicine residency of the University of Washington that is in a critical period of development. The formative years of a new program are crucial in establishing our reputation and focus. In March, we had a very poor intern match for the academic 2012-13 year and eventually filled with good candidates in the 'scramble'. When surveyed, the listed but not matched applicants identified limitations in outside rotations as one of their top three reasons for not coming to our program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Studies have demonstrated that having community-based rotations during internal medicine residency doubles the likelihood of intent to practice primary care, and significantly increases in-state retention. Our ability to provide these rotations to our first incoming class of interns has been hampered by the lack of state funding during the 2012 fiscal year. Continued lack of support from the state may jeopardize this programs ability to maintain a focus on rural and regional primary care internal medicine.

Performance Measure: *Percent of Boise Internal Medicine residency graduates practicing in Idaho.*

Benchmark: 50 percent

Description:

Expanding graduate medical education (GME or residency) training in Idaho has been identified as an educational and funding priority by the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08), the Legislative Medical Education Interim Committee (11/12/08), and the State Board of Education (1/26/09). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was: "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."

Due to severe budgetary shortfalls the State of Idaho was unable to fund our requests the last two years. This resulted in our program having to restrict the very type of rotations (rural and underserved) that are unable to fund themselves but lead to increased interest in primary care practice and retention in Idaho.

The Department of Veterans Affairs is the major funder of the Boise Internal medicine residency. Support agreements have also been established with all other groups participating in the curriculum (Saint Luke's Regional Health Care System, Saint Alphonsus Regional Health Care System, University of Washington Medical Center, and Harborview Medical Center) to subsidize training within their systems. However, a small but critical portion of the curriculum is not funded by these mechanisms. Rotations at small non-affiliated offices such as dermatology, Terry Reilly Health Care System, and other community-based training sites go unfunded. These training experiences are critical to the attractiveness of the program, the completeness of training, and retention of newly trained physicians in the State of Idaho.

Our requested funding is calculated as follows: The best estimated cost of training a VA medicine resident for one year is approximately \$ 175,000. State funding for one four-week block of outside training per year (1/13 of the cost) would be \$13,500/resident. This request is for \$10,000 per resident, which covers salary, malpractice, and benefits during the rotation (we have no other way to cover this) and about half of the overhead required to support the rotation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

The legislature has demonstrated the importance of medical education to the state through their support of WWAMI and family medicine/psychiatry residencies. It is important to note that developing a graduate medical education infrastructure is the key to retaining providers and developing a medical education program.

Fiscal Year	# Residents	Amount/resident	Base	Request
FY2014	8 interns, 8 R2s, 8 R3s	\$ 10,000	\$ 240,000	\$ 240,000

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Special Programs
 FUNCTION: Forest Utilization
 Research

Agency No.: 516

FY 2014 Request

Function No.: 01

Page ___ of ___ Pages

ACTIVITY: Strategic Initiatives

Activity No.:

Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.01		Title: FUR-Rangeland Center			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.50				1.50
PERSONNEL COSTS:					
1. Salaries	116,000				116,000
2. Benefits	32,000				32,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	148,000				148,000
OPERATING EXPENDITURES by summary object:					
1. Travel	25,000				25,000
2. Operating	20,000				20,000
TOTAL OPERATING EXPENDITURES:	45,000				45,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	196,000				196,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective B. Students will work in collaboration with industry, citizens and stakeholders off-campus on rangeland problems directly relevant to Idaho. The direct metrics of performance will be the number of undergraduate and graduate students in the Rangeland Center that are engaged in off-campus, integrative learning activities each year.

Goal 2, Objectives A & B: The Rangeland Center will take a leadership role in Idaho and address key research priorities that are established by an external board. The Center will leverage FUR support to increase extramural grants from non-state funds and will utilize an interdisciplinary approach to research. The Rangeland Center will

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

span several colleges on campus and by design is an interdisciplinary effort. The direct metrics of performance will be the number of non-state dollars generated by the center and the number of faculty from different colleges that are active in projects sponsored by the Rangeland Center.

Goal 3, Objectives A and B. Rangelands cover half of the State of Idaho and there are many problems that face Idaho rangelands such as wildfire, invasive species, loss of wildlife habitat, energy development and threatened and endangered species. The Rangeland Center will be very active in its outreach and engagement, extending applied research and existing knowledge to managers, ranchers and citizens that use rangelands. The direct metrics of performance will be the number of outreach projects in Idaho as well as results from standard assessment tools used to understand the effectiveness the Center's outreach projects.

Description:

Advancing the Rangeland Center at the University of Idaho by expanding the Idaho Forest Utilization Act.

Rangelands are vast natural landscapes that cover nearly half of Idaho. These grasslands, shrublands, woodlands and deserts produce a wide variety of goods and services including livestock forage, wildlife habitat, water resources, wildland recreation, open space, and ecosystem services such as water purification and carbon sequestration. Our ability to serve current and future generations will be influenced by our understanding of rangelands because these lands are vital to the ecological and economic health of Idaho.

Rangelands influence the lives and livelihoods of nearly all Idahoans because 90% of Idaho citizens live in places that are currently rangeland or cropland that once was rangeland (i.e., Boise, Twin Falls, Idaho Falls, and Pocatello). The economy of Idaho also depends heavily on rangelands as 65% of the total land area of Idaho is grazed by domestic cattle and sheep that support rural communities and agricultural enterprises. Rangelands are vitally important for recreation as landscapes for fishing, hunting, hiking, biking, horseback riding, and off road vehicle use.

Historically, rangelands were valued mostly for ranching, hunting and mining. Today, changes in the way we use rangelands and environmental conditions threaten the strength and integrity of rangelands. These threats take shape as unsustainable grazing practices, damaging fire regimes, infestations of invasive plants, landscapes fragmented by human development and destructive recreational activities. Advancing rangeland science and management in the current context of ecological and societal change will require newly integrative thinking and innovative practices to maintain and restore these lands and the human communities that rely on them.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 University of Idaho has created a Rangeland Center that brings together researchers and extension professionals throughout Idaho to address the modern challenges of rangeland management. The Rangeland Center was recognized this legislative session under the FOREST, WILDLIFE AND RANGE EXPERIMENT STATION Chapter, Chapter 7, Title 38, of the Idaho Code, in a new Section 715. Faculty and staff in the U-Idaho Rangeland Center will partner with ranchers and land managers to conduct applied research and develop outreach that builds rangeland understanding. The College of Natural Resources at the University of Idaho is requesting an increase in budget of \$192,960 Forest Utilization Research (FUR) budget to support establishment of the U-Idaho Rangeland Center.

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.

We are requesting the following resources:

Partial salary support (1/2 FTE) for the **Director of the Rangeland Center**. This person will be a tenured professor who conducts rangeland research, teaches courses and workshops focused on rangelands, and directs the faculty and staff of the Rangeland Center. The other half of the Center Directors salary will be provided by the College of Natural Resources.

Salary (1 FTE) for an **Outreach Coordinator** who will organize and promote the activities and outputs of the Rangeland Center. The outreach coordinator will assist Center Director and faculty members to develop workshops and symposia, articles for popular media, and extension publications.

Salary for two **graduate students** (20 hours/week) to conduct relevant applied research directed by rangeland center faculty. Research projects will focus on topics that have been identified in the Center's strategic plan with input from a stakeholder advisory committee.

Operating expenses for research including basic field equipment and electronic field tools such as palm top computers, GPS, and digital cameras to support research and monitoring projects. Operating expenses are also requested develop outreach documents, web pages, workshops, symposia and field tours to increase understanding of contemporary issues affecting rangelands.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Travel funds for the Center Director, Outreach Coordinator and Center faculty members to conduct research projects, outreach activities, and attend stakeholder meetings.

Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- b. List any additional operating funds and capital items needed.

Researchers and educators from seven departments, three colleges, and the University of Idaho Extension are coming together to implement an interdisciplinary research, education and outreach program focused on creating science and solutions for rangelands. The U-Idaho Rangeland Center will build on existing partnerships and create opportunities for new collaborations to advance the study and management of rangelands in Idaho and the region.

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 work of the Rangeland Center and the requested resources will directly serve managers and owners of rangeland in Idaho. Research and outreach activities will empower rangeland users and managers with skills and tools to sustain and improve rangeland health and productivity. Ranchers, recreationists, and rural communities in Idaho benefit from productive rangelands that support economic enterprises, vigorous wildlife populations, weed-free landscapes, fertile soils and clean abundant water.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This request was made last year and remains our highest priority.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Special Programs
 FUNCTION: Forest Utilization Research
 ACTIVITY:

Agency No.: 516
 Function No.: 01
 Activity No.:

FY 2014 Request
 Page 1 of 2 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	10,200				10,200
2. Benefits	2,400				2,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	12,600				12,600
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	12,600				12,600

Supports institution 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 career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 FUR salary budget of \$340,285. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital 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.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Special Programs
 FUNCTION: Idaho Geological Survey
 ACTIVITY:

Agency No.: 516
 Function No.: 02
 Activity No.:

FY 2014 Request
 Page 1 of 2 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	15,100				15,100
2. Benefits	3,500				3,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	18,600				18,600
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	18,600				18,600

Supports institution 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 career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 IGS salary budget of \$501,710. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital 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.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Special Education Programs
FUNCTION: Scholarships and Grants
ACTIVITY:

Agency No.: 516
 Function No.: 03
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.01		Title: Opportunity Scholarship			Priority Ranking 1 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:	449,300				449,300
LUMP SUM:					
GRAND TOTAL	449,300				449,300

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, and have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$10 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 a result of the financial difficulties during the last few years, funds were not available to fund neither the endowment nor the ongoing scholarships. The Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus for FY10, FY11 and FY12.

For FY13, the federal scholarship programs for Leveraging Educational Assistance Partnership (LEAP) and Special Leveraging Educational Assistance Partnership (SLEAP) were discontinued which also eliminated the state component for those scholarships. The \$711,700 of State General Fund appropriation allocated for LEAP and SLEAP was reallocated to the Opportunity Scholarship (\$550,700), Grow Your Own (\$56,000), and Minority at Risk (\$105,000). This request is for \$449,300 from the State General Fund to increase total ongoing funding for the Opportunity Scholarship program to \$1,000,000 in funding scholarships for fiscal year 2014.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Special Programs
 FUNCTION: Scholarship & Grants
 ACTIVITY:

Agency No.: 501
 Function No.:
 Activity No.:

FY 2014 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.01		Title: Scholarship Program Manager			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries	40,300				40,300
2. Benefits	14,700				14,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	55,000				55,000
OPERATING EXPENDITURES by summary object:					
1. Operating support					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The Office of the State Board of Education (OSBE) has been charged with managing scholarships authorized and funded by the Legislature. However, with the exception of the Opportunity Scholarship, no funding has been provided for scholarship management. OSBE has internally allocated resources to manage the scholarships, but budget cuts over the past several years have significantly eroded the funding available for this critical function. Scholarship management has become largely an unfunded mandate for the agency.

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?

Ongoing General Funds in the amount of \$55,000 is requested to partially support an existing Scholarship Program Manager position. The position is currently funded with 76% soft money (i.e. federal grants and indirect costs). This funding request would provide funding sufficient to move the position to 100% ongoing funds.

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.

The position is already established and filled.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Program management activities include, but are not limited to, promoting and disseminating information about scholarship programs, processing and reviewing applications, verifying eligibility, processing payment, and tracking and reporting program data. The effort to provide these services is significant. Existing operations would benefit by providing certainty in funding for a mission critical position.
 - 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.).

Fund source: ongoing 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?

OSBE manages almost \$8M in scholarships for Idaho postsecondary students. More than 8,000 students receive state scholarships each year. If this request is not funded, OSBE will continue to manage the scholarship programs to the best of its ability, but if and when soft money currently used to support the position goes away, it will clearly be detrimental to the state's scholarship programs and the thousands of students it serves.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2014 Request

Function

of ___

FUNCTION: OSBE Administration

No.: 01

Page ___ Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X
or Revision No. ___

Director of Institutional Research					
A: Decision Unit No: 12.01		Title: Research		Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	76,800				76,800
2. Benefits	24,200				24,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	101,000				101,000
OPERATING EXPENDITURES by summary object:					
1. Travel	6,000				6,000
TOTAL OPERATING EXPENDITURES:	6,000				6,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	107,000				107,000

Supports institution/agency and Board strategic plans:

Goal 3: Effective and Efficient Delivery Systems

Objective B: Data-driven Decision Making - Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Description:

The Office of the State Board of Education requests 1 FTP and associated funding to recruit and fill a new position of Director of Institutional Research.

In accepting American Recovery and Reinvestment Act State Fiscal Stabilization Funds in 2009, the State agreed to certain education reform assurances. Of the four assurances, the second was that the State would establish a longitudinal data system. OSBE's Technology Program Manager has developed a P-20 to workforce statewide longitudinal data system (SLDS). This significant IT project was undertaken without any new or additional appropriated funding. Its development is on-time and on budget.

With the phased-in implementation of the SLDS, OSBE has identified the need for significant data and program analytics. In particular, a management level position overseeing data quality and predictive analytics is a necessary resource for the Board in order to make thoughtful and strategic decisions related to its 60% Goal and Complete College Idaho Plan.

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?

One FTP and \$107,000 in ongoing General Funds for a Director of Institutional Research to provide sophisticated data analytics to the Board and its staff. There is no current base funding for this position.

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.

Director of Institutional Research, Pay Grade O, full-time, benefit eligible, date of hire: 7/1/2013

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources will be redirected to this new effort. Existing operations will be enhanced with this new skill set.

- c. List any additional operating funds and capital items needed.

\$6,000 in ongoing operating expenses for travel and professional development.

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.).

Fund source is ongoing General Funds.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 State Board of Education, and the public schools and institutions under the governance of the Board, will benefit from data analytics in support of strategically increasing postsecondary access and success.

In addition, the Legislature, other state agencies, businesses and other entities in the state are increasingly relying on good data to make decisions. The education system is the biggest state investment and the largest data source in the state. Good analysis is essential to making these data effective and available.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

AGENCY: Idaho Public Television
 FUNCTION: Idaho Public Television
 ACTIVITY:

Agency No.: 520
 Function No.: 01
 Activity No.:

FY 2014 Request
 Page 1 of 3
 Original Submission ___ or
 Revision No. ___

Idaho Legislature Live / Multimedia Personnel					
A: Decision Unit No: 12.01	Title:			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS - 4000:					
1. Salaries	75,900				75,900
2. Benefits	34,900				34,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	110,800				110,800
OPERATING EXPENDITURES - 5000 by sub object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY - 6000 by sub object:					
1. 6401 - Computers (2 laptops)	2,200				2,200
2. 6701 - Office equipment	3,500				3,500
TOTAL CAPITAL OUTLAY:	5,700				5,700
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	116,500				116,500

How connected to institution/agency and Board strategic plans:

Goal 1 SBoE Goal 1 is a well-educated citizenry. IdahoPTV objectives to meet this goal include: 1) provide access to IdahoPTV new media content to citizens anywhere in the state, which support citizen participation and education, 2) contribute to a well-informed citizenry and 3) provide relevant Idaho-specific information.

Description:

As a result of S1491 (2006), IdahoPTV was directed to oversee (in partnership with Legislative Services and the Department of Administration), Idaho Legislature Live coverage on the Web and broadcast.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Idaho Legislature Live currently includes gavel-to-gavel video coverage of the Idaho House, Senate, Joint Finance-Appropriations Committee (JFAC), House/Senate Auditorium, and live audio coverage of legislative committee rooms.

Since its inception, IdahoPTV has entirely self-funded the personnel and operational costs required to provide Idaho Legislature Live coverage.

IdahoPTV requests two positions to assist with this expanded coverage and to be available to enhance our new media activities at times when Idaho Legislature Live is not active. We believe that it is only reasonable that the state assist with a portion of the operational costs for this service that benefits citizens statewide. IdahoPTV will continue to provide additional in-kind personnel and basic operating cost to enable Idaho Legislature Live coverage, including: production management, engineering maintenance, website management and information technology support. We cannot maintain the current level of service indefinitely.

When Idaho Legislature Live functions are not active, the requested positions will work on educational IdahoPTV new media initiatives including content creation and archiving of content.

Questions:

1. What is being requested and why?

For the first years of coverage, no state funds were made available to cover the personnel costs associated with the Idaho Legislature Live coverage. These activities were funded with non-state resources. We request these funds to ensure sustainability of the expanded Idaho Legislature Live.

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, 2013, salary cost estimated at \$46,800; benefited with benefit costs estimated at \$19,350, position on-going.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

PTV Digital Broadcast Systems Operator, pay grade I, full-time, classified, anticipated hire date July 1, 2013, salary cost estimated at \$29,100; benefited with benefit costs estimated at \$15,550, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

If funded, IdahoPTV will continue to redirect the efforts of the following personnel to this effort:

- Broadcast System Operator: To supervise the requested two positions
- IT Systems Supervisor: To maintain current IT systems
- Broadcast Maint. Engineer: To maintain current camera systems
- Production Manager: To supervise the project

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

General Fund per matrix on page 1.

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire population of Idaho will benefit. Idaho Legislature Live is available via digital television and the Web.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year 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.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

FY 2014 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.c.
Idaho State Board of Education Governing Policies & Procedures, Section V.K.

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 recommendations on major capital projects 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 DPW staff's allocation recommendations which are presented to the PBFAC at its November meeting. Following the PBFAC'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 recent years the Board has not always chosen to prioritize or recommend new capital facilities to the PBFAC. Several times the Board has instead recommended 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 2014 capital budget requests to the Board office and DPW, as shown on Page 5.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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.

Board policy V.K. now requires institutions and agencies to bring their six-year capital construction plan to the Board for review and approval at its regularly scheduled August meeting. The plan shall span six fiscal years going forward starting at the fiscal year next. The plan only includes capital projects for which the cost is estimated to exceed one million dollars (\$1,000,000) without regard to the source of funding. Board approval of a plan will constitute notice to the Board that an institution or agency may bring a request at a later date for approval for planning and design for one or more of the projects in their approved plan. The six-year capital construction plans are included in this agenda for Board approval.

ATTACHMENTS

Attachment 1-FY14 Major Capital Request Summary	Page 5
Attachment 2-Boise State University Six-year Plan	Page 7
Attachment 3-Idaho State University Six-year Plan	Page 8
Attachment 4-University of Idaho Six-year Plan	Page 9
Attachment 5-Lewis-Clark State College Six-year Plan	Page 10
Attachment 6-Eastern Idaho Technical College	Page 11
Attachment 7-Capital Project Summaries for agencies & institutions	Page 13

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 2013 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 2012 meeting, or recommend no major capital funding for FY 2014 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 2014.

The community colleges' six-year capital construction plans are not included because those projects are approved by their local boards.

BOARD ACTION

I move to recommend to the Permanent Building Fund Advisory Council the major capital projects on page 5 for consideration in the FY 2014 budget process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 2014 budget process.

1. _____ [select from Tab 4, Page 5]
2. _____ “
3. _____ “
4. _____ “

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to recommend no major capital funding for FY 2014 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 _____

AND

I move to approve the six-year capital construction plans for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**State Board of Education
FY14 Major Capital Request Summary
(\$ in 000's)**

Board Priority	Institution/Agency & Project	Detail Page	Total Project Cost		FY 2014 Request
			Perm. Building Fund	Total Funds	
1	Boise State University				
2	1 Institute for Arts & Humanities Building (planning/design)	13	1,800.0	1,800.0	1,800.0
3	2 Physical and Material Science Building (planning/design)	17	1,800.0	1,800.0	1,800.0
4	3 College of Business/Econ. Building (renovate/repurpose)	21	1,500.0	1,500.0	1,500.0
5	Idaho State University				
6	1 Anatomy/physiology/neuroanatomy lab at ISU-Meridian	25	2,500.0	3,914.6	2,500.0
7	2 Beckley Nursing Asbestos Mitigation	27	1,100.0	1,100.0	1,100.0
8	3 Eli Oboler Library	28	6,000.0	6,000.0	6,000.0
9	4 Holt Area/Install synthetic practice field for football	29	-	1,100.0	-
10	University of Idaho				
11	1 Integrated Research and Innovation Center	31	5,000.0	47,800.0	5,000.0
12	2 Northern Idaho Collaborative Ed. Facility (UI, LCSC, NIC)	43	8,420.8	12,420.8	4,000.0
13	Lewis-Clark State College				
14	1 Northern Idaho Collaborative Educ. Facility (see above)	43			
15	North Idaho College				
16	1 Northern Idaho Collaborative Educ. Facility (see above)	43			
17	2 Professional-Technical Building	47	12,000.0	12,000.0	12,000.0
18	College of Western Idaho				
19	1 Health Sciences Building	49	33,750.0	33,750.0	33,750.0
20	2 Nampa Campus Master Plan (Phase II)	50	210.0	210.0	210.0
21					
22	Total		\$ 74,080.8	\$ 123,395.4	\$ 69,660.0

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**SIX YEAR CAPITAL IMPROVEMENT PLAN
FY 2014 THROUGH FY 2019**

Institution: Boise State University

(\$ in 000's)

Project Title	Est. Cost	Prev. Fund	FY2014			FY2015			FY2016			FY2017			FY2018			FY2019		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Arts and Humanities Institute - Planning and Prelim. Design	1,800		1,800		1,800															
Science & Research Building 2nd of 4 building science complex) Planning & Preliminary Design	1,800		1,800		1,800															
Former Business Building Planning & Programming	1,500		1,500		1,500															
Alumni Center (comprehensive campaign)	12,000			12,000	12,000															
Main/Geo Building Renovation	5,800			5,800	5,800															
Science & Research Building 2nd of 4 building science complex) Design and Construction	62,000				31,000	31,000	62,000													
Bronco Stadium Expansion and Improvements	28,000					28,000	28,000													
Science & Research Building 3rd of 4 building science complex)	70,600				600	600														
Arts and Humanities Institute - Design and Construction	40,000					40,000	40,000													
Parking Structure (1500 space @ 16,000)	24,000					24,000	24,000													
Administrative Services Building	23,000						23,000													
Health Sciences Building	30,500						30,500													
New Student Housing (600 beds @ \$40,000)	36,000						36,000													
American/Kinesology Multi-Use Facility	25,000						25,000													
	360,200	0	5,100	17,800	22,900	31,600	59,000	90,600	65,000	0	65,000	57,000	35,000	92,000	66,500	0	66,500	25,000	0	25,000

Other, not currently scheduled priorities

YFRP - Phase 2 (KBSU Production) and Site Improvements	3,000
Special Events Center Upgrade	3,000
Science Building Improvements for Research	6,000
Downtown Partnership Developments	not defined
Potential West of Capital Partnership Development	not defined
Demo Facilities Vacated by CWI (Applied and Moon Tech Bldg)	2,200
Develop Recreation Fields and Campus Quad Spaces	4,700
Construction Management Building	2,500
Student Union Food Service Expansion	1,000
Engineering & Technology Room 103 & 110	1,500
	<u>20,900</u>

**Idaho State
UNIVERSITY**

DPW FY 2014 Request

Six Year Capital Improvement Budget Request

Description	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
ISU Meridian – Anatomy & physiology labs/cadaver room phase III (Agency to fund \$1,414,554)	3,914,554					
Beckley Nursing – Asbestos mitigation, ceiling system and lights.	1,100,000*					
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance	6,000,000*					
Holt Area. Install synthetic practice field for football (Agency to fund \$1,100,000)	1,100,000*					
ISU Meridian Anatomy and physiology labs/cadaver room phase IV (Agency to fund \$1,000,000)		2,120,149				
Complete renovation ISU-Meridian build out		12,420,000*				
Remodel LEL second floor for additional labs		1,050,000*				
Campus Housing Renovations & Remodeling		10,000,000*				
New Museum of Natural History		22,444,000*				
College of Business - Modernization			25,000,000*			
Engineering Research Complex Renovation - Phase 3			2,036,000*			
Renovation/Addition of Life Sciences				40,885,920*		
Reroute campus traffic					8,000,000*	
Addition to Beckley Nursing						14,208,000*
Addition to College of Engineering						12,000,000*
Renovation of College of Business – front entry						1,300,000*
(6 year outlay total = \$163,578,623)	12,114,554*	48,034,149*	27,036,000*	40,885,920*	8,000,000*	27,508,000*

*Some Projects with no F.F.E. money

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects)
FY 2014 THROUGH FY 2019
(\$ in 000's)**

Project Title	Est. Cost	Prev. Fund.	FY 2014			FY 2015			FY 2016			FY 2017			FY 2018			FY 2019		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Administration Building HVAC System Improvements DPW 12-232 (FY2012 PBF A/R Category)	984	984	In Consl. as of 1 Jul 12																	
City of Moscow Intermodal Transit Center	1,300	1,300	In Consl. as of 1 Jul 12																	
Noodle Building HVAC System Improvements DPW 12-233 (FY2012 PBF A/R Category)	776	776	In Design as of 15 Aug 12																	
Noodle Building Renovations & Improvements	1,824	1,824	In Design as of 15 Aug 12																	
Student Union Building Second Floor Renovations	1,300	1,300	In Feasibility as of 1 Jul 12																	
College of Education Center Envelope Repair	1,198	188	1,005		1,005															
Integrated Research and Innovation Center #	47,000	0	5,000		5,000															
Northam Idaho Collaborative Education Facility	12,421	42	4,000		2,000		4,000		2,000		6,000									
Idaho Law Learning Center, Boise *	7,500	3,500	4,000		7,500															
Admin Bldg Entry Foyer & Stair Life Safety Imp & Renovations	920	0					920				920									
Janison Engineering Building HVAC Upgrade, Ph 3	928	0					928				928									
Education Building Renovation and asbestos Remediation	15,000	0					15,000				15,000									
Mahe Nuth Center for Livestock and Environmental Studies (NOCLES)	35,000	0					35,000				35,000									
Buchanan Engineering Lab Life Safety Improvements, Phase 2	927	0					927				927									
Life Science South HVAC Upgrades, Phase 3	1,058	0					1,058				1,058									
Administration Building HVAC, Phase 2	1,110	0					1,110				1,110									
Geb Hall HVAC, Phase 2	1,057	0					1,057				1,057									
Administration Building Exterior Envelope Repair	928	0					928				928									
Geb Hall HVAC, Phase 3	1,110	0					1,110				1,110									
Mahe Avenue Extension Repairs and Re paving	796	0					796				796									
Art & Architecture Interdisciplinary Studio Facility #	3,500	0					3,500				3,500									
CALS Lab, Classroom & RE Improvements #	1,000	0					1,000				1,000									
Coll. of Law Expansion & Improvements, Moscow #	1,100	0					1,100				1,100									
Chemistry & Physics Lab Improvements #	1,000	0					1,000				1,000									
Library Special Collections and Archives #	1,000	0					1,000				1,000									
Varsity Soccer Pitch Upgrade	2,000	0					2,000				2,000									
ROTC Facility	3,000	0					3,000				3,000									
ASUJ Noble Activity Center Seating Expansion #	27,000	0					27,000				27,000									
Events Pavilion #	70,000	0					70,000				70,000									
	243,838	30,298	13,000	2,000	18,500	5,845	73,550	57,849	1,988	0	1,988	3,096	0	3,096	1,900	0	1,900	0	0	0

* PBF Request is under auspice of Department of Administration
 # Project is a component of the current Capital Project Development Campaign. Projectschedule is TBD and dependent upon fundraising success.
 8 \ Facility \ Capital Planning \ Capital Budget \ FY 14 State Request \ Six Year Plan \ Set C \ FY 2014 Six Year Plan *

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2014 THROUGH FY 2019
CAPITAL IMPROVEMENTS**

AGENCY: Lewis-Clark State College						
PROJECT DESCRIPTION/LOCATION	FY 2014 \$	FY 2015 \$	FY 2016 \$	FY 2017 \$	FY 2018 \$	FY 2019 \$
North Idaho Collaborative Education Facility	[see note]	[see note]				
Upgrade Administration Bldg (Phase II)			\$2,000,000			
Upgrade Spalding Hall				\$3,000,000		
Upgrade Sam Glenn Complex					\$2,500,000	
Replace International Programs Bldg						\$2,000,000
TOTAL	[see note]	[see note]				

Note: LCSC, UI, and NIC are requesting \$4M from PBF in FY14 and \$4M in FY15 (and will provide another \$4M in agency funds) to build a joint student support/classroom facility on a site provided by North Idaho College.

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2014 THROUGH FY 2019
CAPITAL IMPROVEMENTS**

AGENCY: EASTERN IDAHO TECHNICAL COLLEGE

PROJECT DESCRIPTION/LOCATION	FY 2014 \$	FY 2015 \$	FY 2016 \$	FY 2017 \$	FY 2018 \$	FY 2019 \$
New Construction - Energy System Technology Building					\$4.5 M	
Expanded Construction - Phase 2 of Health Care Education Building						\$6 M
New Construction - Additional Parking Lot to Support Health Care Education Building						\$5 M
TOTAL					\$4.5 M	\$6.5 M

Agency Head Signature: *Heidi K. Albert*

Date: 5-31-12

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY
FY2014**

Project Title: Planning and Design for
Arts & Humanities Institute Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: A new building for the Arts and Humanities Institute 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 design development documents sufficient to confirm an overall project budget.

Project Scope: 39,500- 65,500 NASF 60,000-100,000 GSF

Estimated Total Planning and Design Cost: \$1,800,000

Date Approved by State Board of Education: August 2010: Set A request

Source of Construction Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$1,800,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

Budget Year Request

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$1,800,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The new Arts and Humanities Institute (AHI) building will likely be sited on the West edge of campus along Capitol Blvd. This siting is consistent with the 2005 Campus Master Plan. It is envisioned that, the AHI building, together with the new COBE building, will create a significant gateway to the campus.

A group of faculty members has developed the strategic plan and preliminary list of necessary and possible functions for AHI. In brief, the core mission of the AHI 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 through design development 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, (iii) architectural plans through schematic and design development phases with associated cost estimating and project budget development.

The result of this planning effort will be a complete analysis and building program with design development documents, 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 Arts and Humanities Institute. Preliminary planning activities have tentatively identified the following that will be supported by the AHI:

- 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.

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 AHI, 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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY
FY2014**

Project Title: Planning and Design for
Physical & Material Science 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 ensure the coordination of this building with the final build out of the science and engineering area will also be incorporated.

Project Scope: 65,000- 78,000 NASF 100,000-120,000 GSF

Estimated Total Cost: \$62,000,000

Estimated Total Planning and Design Cost: \$1,800,000

Date Approved by State Board of Education:

Source of Construction Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$62,000,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$1,800,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The proposed building will be the second of a new four-building science and engineering complex in the southeast expansion zone. The first of these projects, Environmental Research building, was recently completed.

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 building will focus on Chemistry, Physics, and Materials Science Engineering. 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 ensure 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 Chemistry, Physics, and Materials Science Engineering. 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 research labs, teaching labs, offices, and administrative space. The new building will also support the Materials Science PhD program as well as the STEM (Science, Technology, Engineering, and Math) Education strategy by providing state of the art teaching and research labs that promote graduate and undergraduate participation.

3. ALTERNATIVES

Modular facilities could possibly be utilized to provide additional research, classrooms, and offices, but the use of these temporary structures are expensive and only meet the short term needs for the institution. It would not be prudent to utilize modular buildings for research or class laboratory space. The University has purchased land in the expansion zone to accommodate this new facility. Investing in temporary modulators 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. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

<u>Previous Appropriations</u>	
<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

<u>Budget Year Request</u>	
<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$1,500,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The Business Building is centrally located on the main quad of the Boise campus. While the facility needs significant renovation and renewal of systems, its central location make it a particularly important asset for the campus. A variety of reuse scenarios have been considered including consolidation of the College of SSPA or improvement of the existing facility for additional general assignment classrooms and faculty office space. These uses are consistent with the 2005 Campus Master Plan.

In order to effectively evaluate and plan for this reuse, detailed studies will need to be undertaken. These studies will include the space program evaluation to develop the most strategically valuable space reassignment strategy. Building systems will need to be evaluated for needed renewal and/or replacement. Technical studies evaluating the buildings structure, especially as it relates to current code requirements and other structural improvements, are also needed.

In addition, modern high quality classroom and office uses require access to daylight; it is anticipated that building shell improvements including the addition of glazing will be a part of these studies.

Completion of these studies and preliminary design will allow realistic renovation and/or replacement scenarios and associated estimates for the project to be developed. It is anticipated that, if necessary, major portions of the work could be implemented in a phased construction approach.

2. PROJECT COMPONENTS

The project will plan and program for the aging facility for modern classroom and office use. The renovated building will support graduate and undergraduate academic programs in a variety of disciplines, and promote interdisciplinary research.

3. ALTERNATIVES

A range of project scopes can be developed in the study phase to determine the most cost effective approach. The building was recently surveyed as part of a campus-wide facility assessment; approximately \$6 million of building renewal needs were identified. This cost would preserve the building in its current outmoded condition; additional expenditures will be needed to make the facility useful for current instructional purposes.

Should needed structural improvements and other programming directions approach the cost of new construction, the University would evaluate the efficacy of these costs as compared to demolition and possible future construction on the site.

4. VACATED SPACES

The reassignment of the space in this building would permit departments to vacate some space currently occupied in other campus buildings. These vacated spaces would be made available to meet other critical classroom and faculty office space needs of the other growing departments such as English, History, Education and others. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 1 and 5

PROJECT DESCRIPTION/LOCATION: Development of a state-of-the-art anatomy, physiology and neuroanatomy lab at ISU-Meridian.

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Currently, no-state-of-the-art anatomy and physiology lab exists in the Treasure Valley where cadavers and virtual applications are combined for student and community learning (most medical schools are using a combination of cadaver and computer-based technology). A technologically advanced lab facility would serve ISU students in numerous programs of study and provide opportunities for professional education for health practitioners in the area. Together with our Human Patient Simulation Lab (HPS), the Applied Biological Sciences Learning Center (ABSLC) consisting of cadaver, anatomy, physiology, and neuroanatomy labs, along with a Bioskills Surgical Training Lab (BSTL), would serve current and prospective ISU students in a variety of programs (e.g. Physician Assistant Studies, Pharmacy, Communication Sciences and Disorders, Dentistry), and allow for collaboration with the educational and health care institutions in SW Idaho, as well as high school students. As a result, ISU will continue to strengthen its leadership role in the health sciences within the Treasure Valley by providing the health care community with a facility that has a rich array for resources with which to teach human anatomy and physiology.

(B) What is the existing program and how will it be improved?

We currently use only human simulation technology for our programs requiring anatomy in Meridian. While such technology is adequate, it has limitations. There is no physiology lab in Meridian, and it is critical for expansion of Physical Therapy in 2015 (SBOE 5-yr. plan).

(C) What will be the impact on your operating budget?

Upkeep of the lab can be funded through student and professional fees and continuing education fees.

(D) What are the consequences if this project is not funded?

Our Meridian-based students do not have access to the same graduate level gross anatomy instruction as our Pocatello students. Our accreditation standards require that we offer comparable instruction irrespective of the location of the students.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

CAPITAL BUDGET REQUEST – FY 2014

ESTIMATED BUDGET: Phase III		FUNDING:	
Land	\$ 0	PBF*	\$2,500,000
A/E fees	\$ 578,000	General Account	\$ 0
Construction (7,942 GSF incl. gen. cond. etc.)	\$2,894,554	Agency Funds	\$1,114,554
5% Contingency	\$ 152,000	Federal Funds	\$ 0
F F & E	\$ 175,000	Other Meridian Phase	\$ 300,000
Agency Contingency	\$ 45,000	2 Fund balance	
Other soft costs (IT/AV)	\$ 70,000		
Total	\$3,914,554	Total	\$3,914,554

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 2 of 4
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PROJECT DESCRIPTION/LOCATION: Beckley Nursing Asbestos Mitigation

CONTACT PERSON: Joseph Han	TELEPHONE: 208-282-4229
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PROJECT JUSTIFICATION:
Concisely describe what the project is.

This project will mitigate the asbestos in the building, with emphasis on the open plenum supply design ceiling system. The work will require asbestos mitigation and the replacement of flooring, ceilings, and other materials removed or impacted by asbestos abatement. This project will also provide for renovation of office and classroom spaces within Beckley Nursing.

What is the existing program and how will it be improved?
 Health and safety of building occupants and maintenance personnel. Even simple tasks of replacing ceiling tiles or replacing light bulbs can pose risks to staff.

What will be the impact on your operating budget?
 This project does not add square feet of functional space but will require agency to provide funding for temporaries moves to accommodate the mitigating and related construction work.

What are the consequences if this project is not funded?
 At this time, any maintenance work on lighting or ceiling panels required asbestos monitoring, which adds labor costs and delays in service response time. Additionally, some tasks are impossible to complete within the ceiling plenum. Finally, should there be some significant roof repairs; the building may need to be evacuated. If the required roof work takes place during the academic year, the disruptions to classes and labs would be intolerable.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,100,000
A/E fees	\$ 40,000	General Account	\$
Construction	\$ 1,000,000	Agency Funds	\$
5% Contingency	\$ 60,000	Federal Funds	\$
F F & E	\$ 0	Other	\$
Other	\$		\$
Total	\$ 1,100,000	Total	\$ 1,100,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 3 of 4
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PROJECT DESCRIPTION/LOCATION: Eli Oboler Library
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CONTACT PERSON: Joseph Han	TELEPHONE: 208-282-4002
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PROJECT JUSTIFICATION:

Concisely describe what the project is. This project will remove the deteriorating fiberboard air ducting system, and replace it with an insulated steel duct system. This project will also address all seismic needs within the ceiling system and book stacks throughout the Library.

What is the existing program and how will it be improved?

The existing fiberboard ducting is actively degrading, with resulting ductwork particulates being spread throughout the library. All surfaces within the Library, including the ceiling, are coated with deteriorated ducting material. This project will remove the existing ceiling and lighting systems, remove all fiberboard ducting, address all seismic issues with the ceiling and lighting system, and with the book stacks throughout the Library. New insulated steel ducting, ceiling systems, and lighting will be installed.

What will be the impact on your operating budget?

The maintenance budget will be relieved in several areas as less custodial effort will be required to clean the Library, and repair work to deteriorating ductwork will no longer need to occur.

What are the consequences if this project is not funded?

Ductwork will continue to degrade and contaminate the interior of the Library. Additional efforts will continue to be expended in an attempt to clean the library.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 6,000,000
A/E fees	\$ 720,000	General Account	\$
Construction	\$ 5,016,000	Agency Funds	\$
5% Contingency	\$ 264,000	Federal Funds	\$
FF & E	\$ 0	Other	\$
Other	\$		\$
Total	\$ 6,000,000	Total	\$ 6,000,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 4 of 4
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PROJECT DESCRIPTION/LOCATION: Holt Area/Install synthetic practice field for football

CONTACT PERSON: Joseph Han	TELEPHONE: 208-282-4002
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PROJECT JUSTIFICATION:

Concisely describe what the project is. Construct/install a 120 yard, artificial turf practice field south of Holt Arena that would be used for soccer, football softball, and other sports needing a surface to practice on. We would also like to place a fence around the field for its own protection.

What is the existing program and how will it be improved?

The existing practice field is just a grassy area without the proper underlayment conditions required to prevent injuries. Uneven ground and worn-in pathways have rendered the field unusable. Athletes have to practice indoors year round or outdoors in a smaller area than what is required.

What will be the impact on your operating budget?

It should take less maintenance because there is no watering, mowing, and fertilizing required. The new artificial turf will be uniform and the underlayment will help to prevent injuries. The new turf will be sized properly.

What are the consequences if this project is not funded?

As it stands, no one can utilize the existing field or practice there and we will continue to seek other options for workouts and practice. Customarily, they can only practice indoors which doesn't prepare them for outdoor play. The only outdoor field available is a substandard-sized practice area to the West of Sports Medicine.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 0
A/E fees	\$ 170,225	General Account	\$
Construction	\$ 885,500	Agency Funds (donated)	\$ 1,100,000
5% Contingency	\$ 44,275	Federal Funds	\$
F F & E	\$ 0	Other	\$
Other	\$		\$
Total	\$ 1,100,000	Total	\$ 1,100,000

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Integrated Research and Innovation Center *(Previously submitted as the Science and New Technologies / Interdisciplinary Research & Education Facility)*

Institution/Agency: University of Idaho

Brief Description:

The Integrated Research and Innovation Center (IRIC) project involves construction of a new laboratory facility providing robust, modern, well-equipped spaces supporting a broad range of leading edge, collaborative research programs. The IRIC will provide state of the art laboratory space and infrastructure for teams of scientists and researchers across a wide variety of disciplines to conduct joint, collaborative research on issues that span across multiple traditional research subjects. These collaborative teams will come together in the Integrated Research and Innovation Center for a limited period of time, perhaps 3 – 5 years, to work a specific research project. Once that research effort is completed, the space will be made available for a new and different team working yet another line of inquiry. The vision is that the Integrated Research and Innovation Center supports cutting edge research based around systems rather than individual disciplines and that the space is flexible and the research within it conducted changes over time.

This project was formerly known as the Science and New Technologies / Interdisciplinary Research & Education Facility and previous requests of the Permanent Building Fund were submitted under that title.

Previous iterations of the University's request for this project under the former title 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. In 2012, the university engaged in a further exercise to refine the proposed facility program and cost estimates. This effort was aimed to ensure that the proposed facility is both efficient and sized and programmed correctly to best meet the goals and intent of the stated project need. This work was completed in April of 2012.

This year's FY 2012 request reflects this recent program refinement and the fact that the university is pursuing this new, more efficient vision for the desired Integrated Research and Innovation Center.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

As with all previous requests, the intent is that the IRIC 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:	31,500	52,900
Site and Utility infrastructure		
All project fees and related expenses		
Fixed Research Equipment NIC		
Movable Furnishings, Fixtures and Equipment NIC		

Estimated Total Cost:
\$47,800,000 (2012 Dollars)

Date Approved by State Board of Education:

First request, July 1999

Fourteenth Request, July 2012, (*First request for the revised and newly envisioned IRIC Facility.*)

Source of Construction Funds (by fund source and amount):

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$ 5,000,000
Other Funding		
Bond Financing		\$27,800,000
Gifts		<u>\$15,000,000</u>
Total (2012 Dollars)		\$47,800,000

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Fed FY05 Federal Funding		\$892,500
<i>The University received a federal FY 05 grant that allowed for an initial assessment and Feasibility Study. This preliminary feasibility work is not included in the amounts listed above.</i>		

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$5,000,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 re-examined the underlying assumptions that support the desires and aspirations for the facility proposed under the title of the Science and New Technologies / Interdisciplinary Research & Education Facility. While the need for the proposed facility was confirmed, a slightly smaller and much more efficient vision of the facility emerged. Hence this request for a facility that is approximately smaller and less costly than previous requests, and its new title: the Integrated Research and Innovation Center.

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 April 2012. 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). Purchase of major fixed research

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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 2012. 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

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

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. The proposed IRIC is envisioned as a facility in which researchers from a variety of disciplines across campus will have a place to work together in collaborative teams on specific research projects. Upon the conclusion of any one specific project, the team members will vacate the space and a new team with a new project will take over. It may be that some , limited space currently used for instructional laboratories and some research laboratories may be vacated. If there is any such space vacated, it will be very limited and it is anticipated that it may be reused to meet additional laboratory space demand. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, seminar areas, team and group rooms, etc.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**SET A
PROJECT APPROVAL FORM**

Project Title: Integrated Research and Innovation Center

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Building Statistics: NASF: 31,500
GSF: 52,900
Net to Gross 60% +/- Target

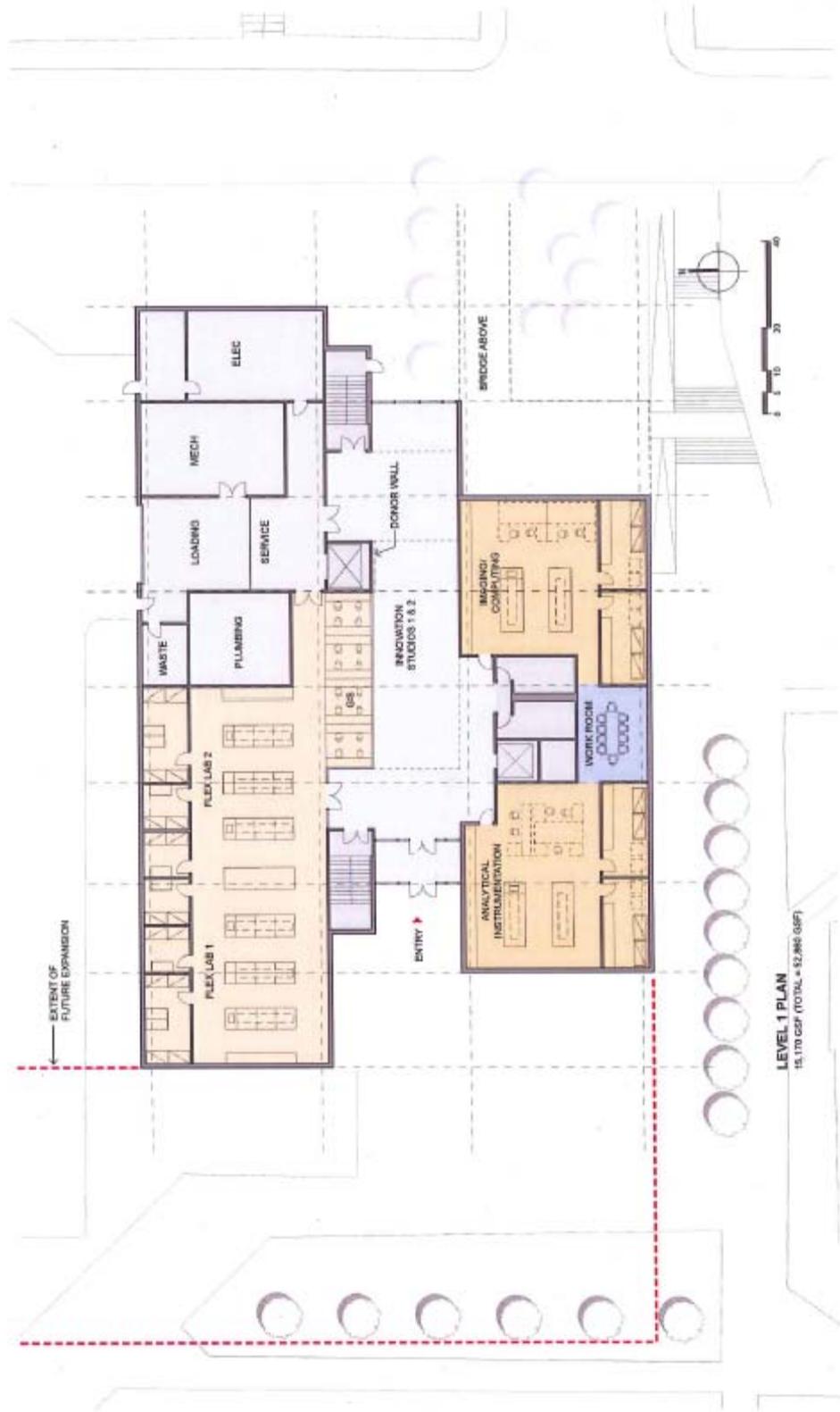
PROJECT SUMMARY:	Estimated Total Cost	Prior to Budget Year	Budget Year - FY/4	2nd Year FY15	3rd Year FY16	4th Year FY17	5th Year FY18	6th Year FY19
A. Arch. & Engr. (Project Planning & Pre-Design) PreDesign Technical Analysis & Feasibility Study <i>(Prior work not included in costs below.)</i>	892,500							
Planning & Design	4,500,000		3,600,000	500,000	400,000			
Schematic Design	inc. above							
Design Development	inc. above							
Construction Documents	inc. above							
Construction Supervision	inc. above							
Asbestos Abatement Arch/Eng/Hygienist Fees	inc. above							
C. Tests, Permits	610,000		160,000	225,000	225,000			
SUBTOTAL ARCH. & ENGR.	5,110,000	892,500	3,760,000	725,000	625,000	0	0	0
D. Moving, Administration, Demolition, Project Costs	2,000,000		250,000	1,250,000	500,000			
E. Asbestos Abatement	inc. above							
F. Construction	30,350,000			15,000,000	15,350,000			
Estimated Bid Cost, May 2012 Est.	3,035,000			1,000,000	2,035,000			
Construction Contingency	1,000,000				1,000,000			
Furnishings/Moveable Equipment	6,305,000		500,000	2,800,000	3,105,000			
H. Contingency (Project) includes Escalation Allowance for our years.								
TOTAL PROJECT REQUEST	47,800,000	892,500	4,510,000	20,775,000	22,615,000	TBD	TBD	TBD

SOURCE OF FUNDS:

Permanent Building Fund	5,000,000		5,000,000	0	0	0	0	0
General Education								
Federal		892,500						
Bond Sale	27,800,000		27,800,000					
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)	15,000,000		5,000,000	5,000,000	5,000,000			
TOTAL	47,800,000	892,500	37,800,000	5,000,000	5,000,000	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	



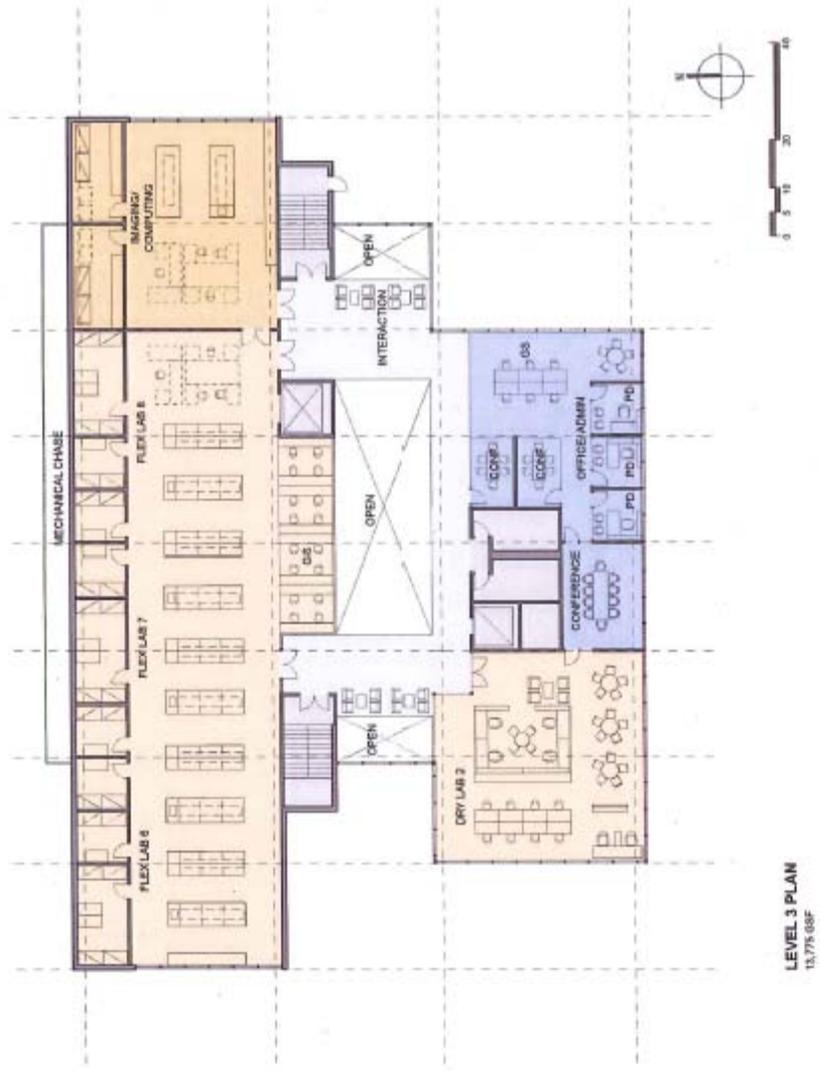
**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**



BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

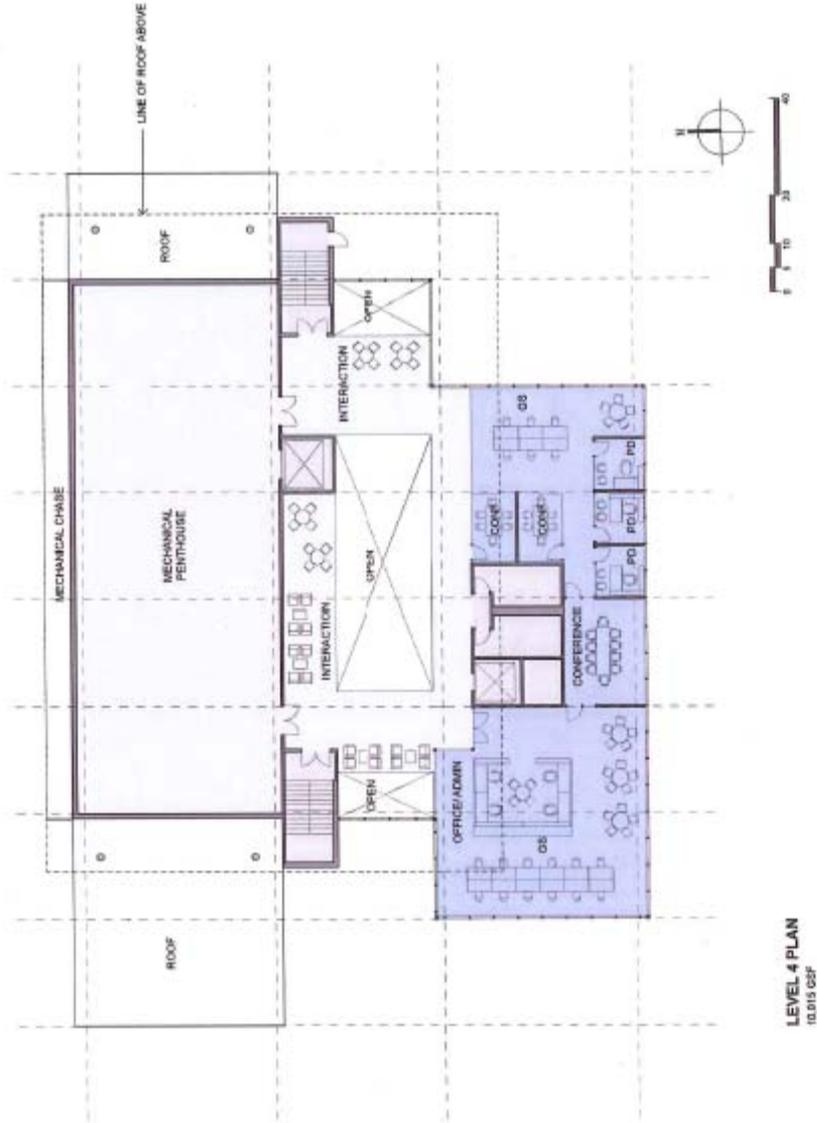


BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012



LEVEL 3 PLAN
13.77K 08F

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**





**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

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:	TBD	TBD
Site and utility infrastructure		
Furnishings, Fixtures and Equipment		
All project fees and related expenses		

Estimated Total Cost: \$12,420,800

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
Sixth Request, July 2011
Seventh Request, July 2012 *(Note: Facility size and project scope dramatically reduced)*

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Source of Construction Funds (by fund source and amount):

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$8,420,800
Gifted Funds		\$4,000,000
	Total:	\$12,420,800

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Permanent Building Fund (FY 09)		\$420,800

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$4,000,000

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 TBD square feet and will house classrooms and faculty and staff offices, along with ancillary support spaces. The preliminary cost estimate for the building is \$12,420,800. 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 was initiated, however, it was placed in a hiatus status while the three institutions began discussion aimed at a revised conceptualization of the facility as a much smaller facility than that which was initially envisioned.

Once restarted, work products from the 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

For FY 2014, North Idaho College, Lewis Clark State College, and the University of Idaho are jointly requesting \$4,000,000 from the state funding via the Permanent Building Fund to support completion of the design and construction documents for the facility. The remainder of the State support, an additional \$4,000,000 will be requested in FY 2015. North Idaho College, Lewis Clark State College, and the University of Idaho will seek to jointly raise a total of \$4,000,000 in gifted funds through their respective capital campaigns to complete the funding picture.

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

North Idaho College and Lewis Clark State College expect to vacate a number of temporary modular facilities once the new facility is completed.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**SET A
PROJECT APPROVAL FORM**

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: Northern Idaho Collaborative Education Facility

Building Statistics:
 NASF: TBD
 GSF: TBD
 Net to Gross: Target 75%

	Estimated Total Cost	Prior to Budget Year	1st Year FY14	2nd Year FY15	3rd Year FY16	4th Year FY17	5th Year FY18	6th Year FY19
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)	420,800	420,800	0	0	0	0	0	0
Schematic Design	191,000	0	191,000	0	0	0	0	0
Design Development	254,700	0	254,700	0	0	0	0	0
Construction Documents*	509,400	0	509,400	0	0	0	0	0
Construction Supervision**	318,400	0	0	318,400	0	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	100,000	0	35,000	65,000	0	0	0	0
SUBTOTAL ARCH. & ENGR.	1,794,300	420,800	990,100	383,400	0	0	0	0
D. Moving, Administration	14,000	0	6,000	8,000	0	0	0	0
E. Asbestos Abatement	0	0	0	0	0	0	0	0
F. Construction*** (Preliminary Estimate)	9,050,000	0	0	9,050,000	0	0	0	0
G. Furnishings/Moveable Equipment	657,500	0	0	657,500	0	0	0	0
H. Contingency (Project)	905,000	0	90,000	815,000	0	0	0	0
TOTAL PROJECT REQUEST	12,420,800	420,800	1,086,100	10,913,900				
SOURCE OF FUNDS:								
Permanent Building Fund	8,420,800	420,800	4,000,000	4,000,000				
General Education								
Federal								
Bond Sale								
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue	4,000,000	0	2,000,000	2,000,000				
Other Funds, including Gifts (JI Funds)								
TOTAL	12,420,800	420,800	6,000,000	6,000,000				
Utilities								
Custodial								
Repairs & Maintenance								

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014**

Capital Improvement Project Description
(New Buildings, Additions or Major Renovations)

AGENCY: **North Idaho College**

AGENCY PROJECT PRIORITY: **2**

PROJECT DESCRIPTION/LOCATION: **Professional Technical Building**

CONTACT PERSON: **Ron Dorn**

TELEPHONE: **208-769-3340**

PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. To construct a new Professional Technical Building to create additional space for existing programs, expansion of new professional technical education programs, and to partner with local school districts to provide facilities to support their professional technical education programs as well.
- (B) What is the existing program and how will it be improved? Currently there are business and professional programs, health professions and trades an industry programs. These programs are near capacity with 12% of the student body enrolled in those programs. Nationally, 40% or more enrollments would be in these programs. Construction of this facility would expand professional technical education opportunities, keep up with rapid changes in technology, and increase student enrollments.
- (C) What will be the impact on your operating budget? Would increase in the areas of staffing, utilities and maintenance costs.
- (D) What are the consequences if this project is not funded? In coming and continuing students, local businesses and industries, and local public school districts would not be able to rely on NIC to provide expanded programs or enrollments.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$12,000,000
A/E fees	960,000	General Account	
Construction	9,600,000	Agency Funds	
5% Contingency	480,000	Federal Funds	
F F & E	960,000	Other	
Other			
Total	\$12,000,000	Total	\$12,000,000

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: College of Western Idaho (CWI) AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: New Health Sciences Building

CONTACT PERSO: Craig Brown, Vice President TELEPHONE: 208-562-3412

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.
New 75,000 square foot health sciences building. Existing CWI programs to be housed will include: dental assisting, surgical technician, nursing (Associate and assistant), paramedic, etc. Will include biology/chemistry laboratories, classrooms, study and common areas for students, and faculty offices.

(B) What is the existing program and how will it be improved?
Currently, CWI has health science programs and course offerings spread across the two-county area. There is a strong need to consolidate courses and programs to allow students and faculty to focus their efforts, and to be in synergy with local health care providers. This will allow for more effective use of clinical sites.

(C) What will be the impact on your operating budget?
Impact will be additional utility, custodial and maintenance costs. CWI will request Occupancy Costs through the FY 2014 State Board of Education and Governor/Legislative process, but will be prepared to use existing tuition revenue to maintain the new facility. CWI would attempt to raise external funds for a portion of the furniture, fixtures and equipment.

(D) What are the consequences if this project is not funded?
CWI would continue to offer health science and related courses at a variety of campus and center locations spread across Ada and Canyon counties

ESTIMATED BUDGET:		FUNDING:	
Land	\$ <u> 0</u>	PBF	\$ <u> 33,750,000</u>
A/E fees	<u> 2,500,000</u>	General Account	
Construction	<u> 25,000,000</u>	Agency Funds	
5% Contingency	<u> 1,250,000</u>	Federal Funds	
F F & E	<u> \$ 5,000,000</u>	Other	
Other			
Total	\$ <u> 33,750,000</u>	Total	\$ <u> 33,750,000</u>

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: College of Western Idaho (CWI)	AGENCY PROJECT PRIORITY: 2
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PROJECT DESCRIPTION/LOCATION: Nampa Campus Master Plan (Phase II)

CONTACT PERSON: Craig Brown, Vice President	TELEPHONE: 208-562-3412
---	-------------------------

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?
If funded through the PBFAC process, there should be minimal, if any, impact upon the CWI operating budget.

(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.

<p>ESTIMATED BUDGET:</p> <table style="width:100%"> <tr> <td>Land</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>A/E fees</td> <td></td> <td style="text-align: right;"><u>200,000</u></td> </tr> <tr> <td>Construction</td> <td></td> <td></td> </tr> <tr> <td>5% Contingency</td> <td></td> <td style="text-align: right;"><u>10,000</u></td> </tr> <tr> <td>F F & E</td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><u>210,000</u></td> </tr> </table>	Land	\$		A/E fees		<u>200,000</u>	Construction			5% Contingency		<u>10,000</u>	F F & E			Other			Total	\$	<u>210,000</u>	<p>FUNDING:</p> <table style="width:100%"> <tr> <td>PBF</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><u>210,000</u></td> </tr> <tr> <td>General Account</td> <td></td> <td></td> </tr> <tr> <td>Agency Funds</td> <td></td> <td></td> </tr> <tr> <td>Federal Funds</td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><u>210,000</u></td> </tr> </table>	PBF	\$	<u>210,000</u>	General Account			Agency Funds			Federal Funds			Other			Total	\$	<u>210,000</u>
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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY &
UNIVERSITY OF IDAHO**

SUBJECT

University National Collegiate Athletic Association (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 sixth 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 2010 – 2011 Academic Progress Rates	
Boise State University APR Report	Page 3
Idaho State University APR Report	Page 9
University of Idaho APR Report	Page 17

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

STAFF COMMENTS AND RECOMMENDATIONS

Each institution provided 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 commends the Board for requesting that institutions use the APR in head coach's contracts to a greater extent than it has in the past. Continuing to increase the incentive for academic 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Boise State University
Spring 2011 APR Report Summary

Boise State University Athletic Department continues to improve its Academic Progress Rate in the 2011 NCAA APR Report. This statistical analysis covers a four-year period for the academic years of 2006-07 to 2009-10. The overall Boise State Athletic Department 4-year APR is 972. Along with Boise State leading the Western Athletic Conference's APR efforts in football and men's basketball, the Broncos ranked second among league schools in seven other sports - women's golf, gymnastics, women's tennis, men's outdoor track and field, men's indoor track and field, men's cross country and women's outdoor track and field. The NCAA honored the Bronco football team (981 APR) with an APR Public Recognition Award. The award is presented to a school which posts multi-year APR rates in the top 10 percent for its specific sport.

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2007-08, 2008-2009, 2009-10 and 2010-11 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	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	965	959	976	970	961	961
Basketball (344)	956	898	50th-60th	20th-30th	950	943	965	954	946	951
Cross Country (314)	991	1000	70th-80th	70th-80th	973	970	980	979	970	973
Football (243)	989	984	90th-100th	70th-80th	948	943	963	952	944	NA
Fencing (18)	NA	NA	NA	NA	970	958	975	981	971	948

* 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 teams represented.

¹ Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

² Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

³ Denotes APR that does not subject the team to ineligibility for postseason competition 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 ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

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⁹ Denotes that team's APR data is under review.

NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Subdivision	Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Golf (298)	931	875	1st-10th	1st-10th	973	969	981	980		969	970
Gymnastics (16)	NA	NA	NA	NA	983	983	980	983		987	970
Ice Hockey (58)	NA	NA	NA	NA	982	975	989	980		993	980
Lacrosse (60)	NA	NA	NA	NA	972	970	973	981		973	962
Skiing (11)	NA	NA	NA	NA	975	964	995	975		985	963
Soccer (203)	NA	NA	NA	NA	968	960	976	968		972	966
Swimming (137)	NA	NA	NA	NA	974	969	982	976		972	975
Tennis (260)	928	875	1st-10th	1st-10th	973	969	979	977		970	972
Track, Indoor (258)	969	1000	50th-60th	30th-40th	963	956	979	965		960	964
Track, Outdoor (277)	959	963	30th-40th	20th-30th	965	958	980	966		963	965
Volleyball (23)	NA	NA	NA	NA	976	971	982	977		982	978
Water Polo (22)	NA	NA	NA	NA	979	978	980	988		993	965
Wrestling (80)	931	926	10th-20th	1st-10th	960	955	973	964		956	957
By Sport - Women's											
Basketball (342)	956	1000	20th-30th	20th-30th	970	965	980	971		968	971

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Subdivision	Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Bowling (34)	NA	NA	NA	NA	957	948	976	985		949	973
Cross Country (341)	961	922	10th-20th	20th-30th	981	978	988	984		978	982
Fencing (22)	NA	NA	NA	NA	978	974	981	973		991	969
Field Hockey (78)	NA	NA	NA	NA	990	987	992	987		992	989
Golf (254)	984	1000	40th-50th	60th-70th	985	982	990	987		984	983
Gymnastics (62)	990	1000	40th-50th	70th-80th	988	988	993	988		993	985
Ice Hockey (34)	NA	NA	NA	NA	987	984	989	989		994	981
Lacrosse (91)	NA	NA	NA	NA	987	986	987	990		988	982
Rowing (84)	NA	NA	NA	NA	986	983	988	984		990	983
Skiing (12)	NA	NA	NA	NA	983	975	994	968		994	985
Soccer (321)	966	991	10th-20th	30th-40th	980	976	987	981		977	981
Softball (288)	944	959	1st-10th	10th-20th	978	974	988	981		975	978
Swimming (196)	985	991	40th-50th	60th-70th	985	983	988	985		984	986
Tennis (321)	966	963	10th-20th	30th-40th	982	980	986	985		980	982

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Track, Indoor (312)	966	944	30th-40th	30th-40th	974	969	986	975	972	974
Track, Outdoor (318)	988	980	60th-70th	60th-70th	975	970	987	976	974	975
Volleyball (327)	948	1000	1st-10th	10th-20th	980	976	988	982	978	980
Water Polo (33)	NA	NA	NA	NA	980	973	986	979	988	978
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	NA	973	977	949	983	956	948

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Idaho State University
Spring 2011 APR Report Summary

The 2009-10 one year score for the whole department was tied for the highest ever at 939. This tied the 2006-07 one-year score. The 939 score was up 19 points from the 2008-09 score of 920.

The 2009-10 four-year average for the whole department was the highest ever at 934. The department as a whole went up seven points in the four-year average score.

- Men's Basketball continues to climb in the four-year average score. They have reached a score of 923. The one-year score went down to a 870, however a score of 827 from the 2005-06 school year dropped off causing their four-year score to increase.
- Football improved slightly in both their one-year score and their four-year score. However the improvements were not enough to avoid Historic Level 3 penalties. Those penalties include:

Scholarship reduction, practice reduction and postseason competition ban. The four-year score went from an 881 to an 888.

- Men's Tennis scored a perfect 1000 and saw another huge jump for the third year in a row. Their 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. Finally, the single-year score for 2009-10 was a perfect 1000. This helped raise their four year score up to a 951.
- Women's Cross Country scored a perfect 1000 for the fourth year in a row and earned a perfect 1000 for their four-year average. They are the second team to do that at Idaho State University. The first team was the Women's Cross Country team in the 2008-09 year.
- Women's Soccer jumped 13 points on their one-year score earning a 976 for 2009-10 and a four-year score of 975. This is the second year in a row that the team has increased in their one-year score.
- Women's Basketball saw a huge jump in their one-year score. They went from an 857 in 2008-09 to a 955 in 2009-10. Their four-year score is currently a 931.
- Men's Outdoor Track dropped slightly in the one-year score but saw an increase in their four-year score from a 922 in 2008-09 to a 930 in 2009-10. They should see a huge jump next year as they will lose an 868 score from the 2006-07 year.
- Women's Golf had their second perfect 1000 single-year score in the last 3 years. This propelled their four-year average up to a 958.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

- Women's Softball saw a huge single-year jump of 134 points. They scored an all-time high for Softball with a single year score of 959.
- Women's Tennis saw a big one-year improvement of 28 points. Their one-year score is a 929.
- Women's Outdoor track saw an 18 point increase in their one-year score.
- Women's Volleyball saw their second perfect 1000 for a single-year score in the last 3 years. This propelled their four-year average to a 977.
- Of the teams on the ISU campus, only Men's Basketball (923), Football (888), and Softball (893) have scores below the 925 mark. With Men's Basketball climbing every year they should be over the 925 mark by next year. Football has continued to make slight increases and will continue to climb. The Softball team made a large jump in the single-year score and will continue to climb, shooting to have the four-year average over 925 after the 2012-13 school year.

Academic Highlights for the 2011-12 Academic Year

- Fall 2011
 - Overall Department GPA for Fall 2011: 3.17
 - 17 students with a 4.0 (*department record*)(*Previous Record was 16 in AF10*)
 - 41 students with a 3.75+ (*department record is 51 in AF10*)
 - 116 students with a 3.5+ (*department record*)(*Previous record was 80 in AS11*)
 - 190 students with a 3.0 or higher (*department record*)(*Previous record was 151 in AF10 and AS11*)
 - 41 Fall Big Sky Academic All Conference – *The record for Idaho State for Fall is 42 (Fall 2010)*
 - 7 Fall Big Sky Academic All Conference from Cross Country – (*ISU Record is 8 AF10*)
 - 17 Fall Big Sky Academic All Conference from Football - *Idaho State Record*
 - 10 Fall Big Sky Academic All Conference from Soccer – (*ISU Record is 12 AF10*)
 - 41 Winter Big Sky Academic All Conference – *Ties a record for Idaho State for Winter (Winter 2010)*
 - 2 Winter Big Sky Academic All Conference from Men's Basketball (*ISU Record is 3 last achieved in 2008*)
 - 7 Winter Big Sky Academic All Conference from Women's Basketball – *Idaho State Record*
 - 9 Winter Big Sky Academic All Conference from Men's Indoor Track (*ISU Record is 17 in 2000*)
 - 23 Winter Big Sky Academic All Conference from Women's Indoor Track – *Idaho State Record*
 - Women's Tennis achieved the highest GPA in their history and the third highest in Athletic Department History in Fall 2011: 3.56
 - Football achieved the highest GPA in their History in Fall 2011: 3.06
 - Women's Soccer achieved the highest GPA in their history in Fall 2011: 3.37
 - Softball achieved the highest GPA in their history in Fall 2011: 3.24
 - Women's Volleyball achieved the second highest GPA in their history and the second highest in the Athletic Department History in Fall 2011: 3.62
 - 3 Former ISU football players graduated in Fall 2011 (Barnett, Sicardo and Henry)
 - 2 other Former ISU Athletes (Doma and Hall) graduated in Fall 2011
 - 7 current student athletes graduated in Fall 2011 (A total of 12 SA's graduated AF11)
- Spring 2012
 - Overall Department GPA for Spring 2012: 3.20
 - 13 students with a 4.0(*department record is 17 in AF11*)
 - 46 students with a 3.75+(*department record is 51 in AF10*)
 - 91 students with a 3.5+ (*department record is 116 in Fall 2011*)
 - 182 students with a 3.0+ (*department record is 190 in Fall 2011*)
 - 53 Football students with a 3.0 or higher for the semester
 - Football achieved the highest GPA in their history for the 3rd semester in a row in Spring 2012: 3.16
 - Women's Tennis named to the Intercollegiate Tennis Association All Academic Team
 - 3 players also named to the individual team

- Men's Tennis achieved the highest GPA in their history in Spring 2012: 3.49. This was also the 5th highest single semester GPA in the history of ISU athletic department.
 - Named to the Intercollegiate Tennis Association All Academic Team
 - 3 players also named to the individual team
- Volleyball achieved the 3rd highest GPA in their history in Spring 2012: 3.51. This was also the 4th highest single semester GPA in the history of the ISU athletic department. Volleyball now holds 7 of the top 10 all time single semester GPA's for the Idaho State Athletic Department.
- 35 student-athletes graduated in Spring 2012 (total of 47 for the entire year)
- 47 Spring Big Sky Academic All Conference (beats the old record by 11)
- Overall
 - Big Sky Scholar Athlete Award Winners : Karissa Legaux (Volleyball) and Trevor White (Men's Track and Field)
 - 47 total student-athletes graduated in the 2011-12 school year (more in August)
 - 129 Big Sky All Academic beats the previous record of 110 for the 2010-11 school year. Tied for 1st place in the Big Sky for the 2011-12 school year.
 - ISU APR Overall:
 - Graduation Rates:

Overall Student Body:	4 year rate: 30%	6 year rate: 31%
Student Athletes:	4 year rate: 45%	6 year rate: 37%

NCAA Division I 2010 - 2011 Academic Progress Rate Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2007-08, 2008-2009, 2009-10 and 2010-11 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	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	965	959	976	970	961	961
Basketball (344)	914	865	10th-20th	1st-10th	950	943	965	954	946	951
Cross Country (314)	976	969	40th-50th	40th-50th	973	970	980	979	970	973
Football (243)	881 ⁸	903	1st-10th	1st-10th	948	943	963	952	944	NA
Fencing (18)	NA	NA	NA	NA	970	958	975	981	971	948

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I (Non-Football)
Golf (298)	NA	NA	NA	NA	973	969	981	980		969	970
Gymnastics (16)	NA	NA	NA	NA	983	983	980	983		987	970
Ice Hockey (58)	NA	NA	NA	NA	982	975	989	980		993	980
Lacrosse (60)	NA	NA	NA	NA	972	970	973	981		973	962
Skiing (11)	NA	NA	NA	NA	975	964	995	975		985	963
Soccer (203)	NA	NA	NA	NA	968	960	976	968		972	966
Swimming (137)	NA	NA	NA	NA	974	969	982	976		972	975
Tennis (260)	926	875	1st-10th	1st-10th	973	969	979	977		970	972
Track, Indoor (258)	960	1000	40th-50th	20th-30th	963	956	979	965		960	964
Track, Outdoor (277)	965	1000	40th-50th	30th-40th	965	958	980	966		963	965
Volleyball (23)	NA	NA	NA	NA	976	971	982	977		982	978
Water Polo (22)	NA	NA	NA	NA	979	978	980	988		993	965
Wrestling (80)	NA	NA	NA	NA	960	955	973	964		956	957
By Sport - Women's											
Basketball (342)	931	956	1st-10th	1st-10th	970	965	980	971		968	971

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Bowling (34)	NA	NA	NA	NA	957	948	976	985	949	973
Cross Country (341)	986	942	50th-60th	60th-70th	981	978	988	984	978	982
Fencing (22)	NA	NA	NA	NA	978	974	981	973	991	969
Field Hockey (78)	NA	NA	NA	NA	990	987	992	987	992	989
Golf (254)	991	1000	50th-60th	70th-80th	985	982	990	987	984	983
Gymnastics (62)	NA	NA	NA	NA	988	988	993	988	993	985
Ice Hockey (34)	NA	NA	NA	NA	987	984	989	989	994	981
L a c r o s s e (91)	NA	NA	NA	NA	987	986	987	990	988	982
Rowing (84)	NA	NA	NA	NA	986	983	988	984	990	983
Skiing (12)	NA	NA	NA	NA	983	975	994	968	994	985
Soccer (321)	967	979	10th-20th	30th-40th	980	976	987	981	977	981
Softball (288)	896 ⁸	942	1st-10th	1st-10th	978	974	988	981	975	978
Swimming (196)	NA	NA	NA	NA	985	983	988	985	984	986
Tennis (321)	936	1000	1st-10th	1st-10th	982	980	986	985	980	982

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Track, Indoor (312)	962	961	20th-30th	20th-30th	974	969	986	975	972	974
Track, Outdoor (318)	961	961	20th-30th	20th-30th	975	970	987	976	974	975
Volleyball (327)	983	1000	40th-50th	50th-60th	980	976	988	982	978	980
Water Polo (33)	NA	NA	NA	NA	980	973	986	979	988	978
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	NA	973	977	949	983	956	948

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

University of Idaho
Spring 2011 APR Report Summary

The University of Idaho sponsors 16 NCAA sports and of those, 15 currently maintain a 4-year average of at least 940. That number is up one from last year. Football is the only sport below 940. Football has a 923 four-year average, an increase of 15 points over the prior four-year average.

Football had a single year APR of 972 in 2009-10. As a result of having an average below 925 and having an individual student earn neither of the possible two points during a semester, the football program was subject to a contemporaneous penalty of 24 initial counters and 84 overall counters. That penalty must be served within two years of the 09-10 data. The institution made the decision to serve the penalty in the 2010-11 academic year instead of the more traditional route of delaying the penalty until the 2011-12 academic year. As a result of taking the penalty during 2010-11, the football program has a full complement of scholarships available for 2011-12. The football program should raise the team APR average above the 925 cutline after the 2010-11 data is reported.

Fresno is the only WAC institution without at least one team ranked last in Conference APR standings. The University of Idaho has two (men's golf and men's outdoor track). Boise has two (men's tennis and women's volleyball). Louisiana Tech has one (men's indoor track). Nevada has three (baseball, women's cross country, and women's swimming). New Mexico State has four (football, men's basketball, women's indoor track and women's outdoor track). San Jose has three (women's basketball and women's soccer). Hawaii has one (women's golf). Utah State has two (men's cross country, women's tennis).

Idaho's average APR score, by sport, is 961.88. That is an increase of over four points compared to the prior four-year average.

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NCAA Division I 2010 - 2011 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2012

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2007-08, 2008-09, 2009-10 and 2010-11 academic years. The multiyear rate will be reported publicly in 2012. 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	2010 - 2011 (N)	Multiyear Rate	2010 - 2011	Multiyear Rate	2010 - 2011
Men's Basketball	960 (53)	N/A	913 (13)	980	957	929	870
Men's Cross Country	948 (25)	978	875 (6)	918	833	979	917
Football	934 (321)	N/A	921 (82)	916	894	946	940
Men's Golf	920 (35)	N/A	806 (8)	899	750	926	867
Men's Tennis	963 (36)	N/A	895 (10)	971	947	926	842
Men's Track, Indoor	950 (64)	N/A	950 (5)	926	1000	967	900
Men's Track, Outdoor	948 (82)	N/A	939 (17)	909	909	967	939
Women's Basketball	961 (60)	N/A	942 (14)	983	962	939	923
Women's Cross Country	994 (43)	N/A	1000 (9)	988	1000	1000	1000
Women's Golf	981 (27)	995	1000 (7)	1000	1000	942	1000
Women's Soccer	971 (90)	N/A	976 (21)	982	976	959	976
Women's Swimming	978 (92)	N/A	969 (25)	972	959	972	958
Women's Tennis	984 (33)	N/A	969 (8)	1000	1000	969	938
Women's Track, Indoor	961 (96)	N/A	967 (23)	937	935	979	1000
Women's Track, Outdoor	961 (98)	N/A	966 (22)	938	932	979	1000

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NCAA Division I 2010 - 2011 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2012

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2010 - 2011 (N)	Multiyear Rate	2010 - 2011	Multiyear Rate	2010 - 2011
Women's Volleyball	1000 (50)	N/A	1000 (12)	1000	1000	1000	1000

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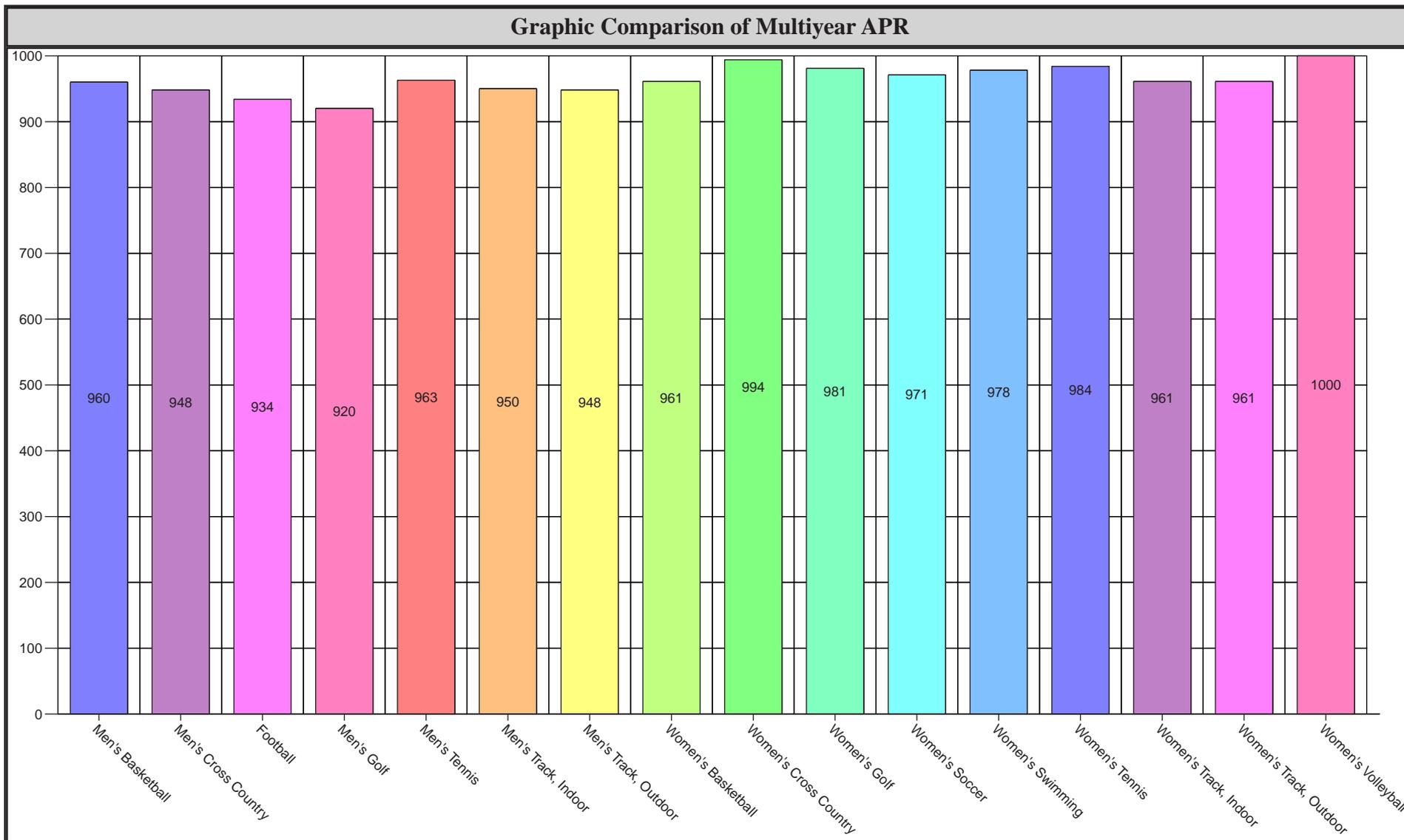
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NCAA Division I 2010 - 2011 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2012

Sport-by-Sport APR Comparison:



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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

Budget Policies V.B. – first reading

REFERENCE

April 2010

Board adopted Occupancy Costs policy

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In 2010, the Board codified a 2008 Joint Finance Appropriations Committee (JFAC)-developed policy to define terms and document the formula used to calculate occupancy costs. Since that time, staff has worked with JFAC staff to identify several sections of the policy which are in need of clarification, and to recommend revisions.

IMPACT

- 1) No notification is required for capital projects that are named in the Permanent Building Fund appropriation bill; however, for projects in the lump sum alterations and repair category of the Permanent Building Fund appropriation bill, notification according to the policy procedures is required.
- 2) Only the space of an existing facility that was expanded, remodeled, or converted should become eligible for occupancy costs, rather than the entire facility.
- 3) If an institution leases facility space to another entity, only the non-leased or owner-occupied space or replacement cost of the facility would be eligible for occupancy costs.
- 4) Once an institution has taken occupancy of the facility, or the remodeled or expanded area, the institution would provide verification to the Legislative Services Office and the Division of Financial Management of the gross square footage, construction costs, current replacement value, and current or proposed leased space.
- 5) Notification period would be extended from 10 business days to 30 calendar days from time of project approval.

ATTACHMENTS

Attachment 1 – Proposed Policy V.B.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

At JFAC's interim meeting in June a unanimous consent request was made to agree to items 1 – 4 listed in Impact, above. JFAC also expressed its opinion that it will not reconsider projects that did not meet the policy notification deadline. As such, staff added the fifth item to provide adequate time to process and submit notice under the policy. JFAC staff confirmed that even though JFAC did not take action to modify its policy, these proposed changes, if accepted by the Board, would document JFAC's intent in Board policy. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOARD ACTION

I move to approve the first reading of the proposed amendments to Board Policy V.B. as submitted.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

1. Budget Requests

For purposes of Items 1. and 10., the community colleges (CSI, CWI and NIC) are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

2. Budget Requests and Expenditure Authority

a. Budget requests must include projected miscellaneous receipts based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected miscellaneous receipts revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).

b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in miscellaneous receipts is required.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

- c. Miscellaneous receipts collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in receipts.

3. Operating Budgets (Appropriated)

a. Availability of Appropriated Funds

- i. Funds appropriated by the legislature from the State General Account for the operation of the institutions, school and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when appropriation legislation contains an emergency clause.
- ii. These funds are generally allotted periodically or are disbursed on submission of expenditure vouchers to the Office of the State Controller.

b. Approval of Operating Budgets

- i. The appropriated funds operating budgets for the institutions, school and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.
- ii. During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.

c. Budget Transfers and Revisions

i. Chief Executive Officer Approval

- ii. The chief executive officer of each institution, agency, school, office, or department is responsible for approving all budget transfers.

iii. Allotment and Allotment Transfers

- iv. Requests for allotments or changes in allotments are submitted by the institution, school or agency to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education. (Refer to allotment form in the Fiscal Reference Manual of the Division of Financial Management.) The Office of the State Board of Education will coordinate the request for allotments and changes to allotments for the college and universities.

4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)

a. Auxiliary Enterprises Defined

An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

b. Operating Budgets

Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

5. Operating Budgets (Non-appropriated -- Local Service Operations)

a. Local Service Operations Defined

Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.

c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

6. Operating Budgets (Non-appropriated -- Other)

- a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

7. Agency Funds

- a. Agency funds are assets received and held by an institution, school or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution, school or agency exercises no fiscal control.
- b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution, school or agency following established institutional disbursement procedures.

8. Major Capital Improvement Project -- Budget Requests

For purposes of Item 8., the community colleges (CSI, CWI and NIC) are included, except as noted in V.B.8.b. (2).

a. Definition

A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

b. Preparation and Submission of Major Capital Improvement Requests

i. Permanent Building Fund Requests

Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

ii. Other Requests

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

c. Submission of Approved Major Capital Budget Requests

The Board is responsible for the submission of major capital budget requests for the institutions, school and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

10. Occupancy Costs.

a. Definitions.

- i. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.
- ii. "Eligible Space" means all owner-occupied space other than auxiliary enterprise space. Space owned by an institution but leased to another entity is not eligible space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use. When funds are used to expand, remodel, or convert existing space, the eligible space shall be limited to square footage of the expanded, remodeled or converted space, only.
- iii. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.
- iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

b. Notification of New Eligible Space.

- i. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been ~~received by~~ provided to the ~~Governor Division of Financial Management (DFM) and the Joint Finance Appropriations Committee Legislative Services Office, Budget and Policy Analysis Division (LSO-BPA).~~ the Governor Division of Financial Management (DFM) and the Joint Finance Appropriations Committee Legislative Services Office, Budget and Policy Analysis Division (LSO-BPA). Written notification shall be ~~submitted by the Office of the State Board of Education or a community college~~ provided to DFM and LSO-BPA by the approving entity or institution within ~~ten~~ thirty (30) business calendar days of final project approval by:
- 1) the State Board of Education or its executive director,
 - 2) the vice-president for finance and administration (or functional equivalent) in the case of a locally approved project, or
 - ~~i-3)~~ a community college board of trustees.

Written notification shall include:

- 1) description of the eligible space, its intended use, and how it relates to the mission of the institution;
 - 2) estimated cost of the building or facility, and source(s) of funds;
 - 3) estimated occupancy costs; and
 - 4) estimated date of completion.
- ii. A facility or project specifically identified by name and approved by the Legislature and the Governor in the capital projects category of the Permanent Building Fund ~~budget appropriation bill~~ satisfies the notice requirement for purposes of requesting occupancy costs. All other facilities and projects for which occupancy costs may be requested shall follow the notification requirements of this policy.

c. Sources of Funds. Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.

d. Required Information. Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).

~~d-e.~~ Once an institution has taken occupancy of a facility, or the remodeled or expanded area of a facility, the institution shall provide verification to DFM and LSO-BPA of the gross square footage, construction costs, current replacement value, and, if applicable, current or proposed lease space.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

e-f. Occupancy Costs Formula.

- i. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.
- ii. Utility Costs: \$1.75 per GSF.
- iii. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.
- iv. Other Costs:
 - 1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
 - 2) .0005 current replacement value (~~CRV~~) for insurance; and
 - 3) .0003 current replacement value (~~CRV~~) for landscape maintenance.
- v. The formula rates may be periodically reviewed against inflation.
- vi. Reversions.
 - 1) If eligible space which received occupancy costs is later:
 - a) razed and replaced with non-eligible space; or
 - b) converted to non-eligible space,then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
 - 2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.

f.g. Unfunded Occupancy Costs. If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

Athletics Board Policy III.T. and V.X. – second reading

REFERENCE

April 2012
June 2012

Board approved athletics limits for fiscal year 2013
Board approved first reading

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.T.

BACKGROUND/DISCUSSION

This amendment to Board policy moves paragraphs 1-4 of Section III.T. to a new Section V.X. related to policies on athletic revenues, expenses and financial reporting. Only Section III.T.5, Student Athletes-Conduct, would remain in Section III.

The proposed amendments to V.X. clarify “sources of funds” and “gender equity” as defined terms, requires an annual gender equity report, and requires Board approval of all annual limits on athletics expenditures. The General Fund appropriation is used for the purpose of calculating the limit on State General Funds. For the purpose of computing the limit on Institutional Funds, the policy uses the rate of change of total Appropriated Funds as the calculator.

IMPACT

These changes will provide the Board, institutions, and staff a more precise understanding of the source of athletics revenues, greater oversight by the Board, and a method to show how the institutions are addressing compliance with Title IX.

ATTACHMENTS

Attachment 1 – Section V.X.– Second Reading	Page 3
Attachment 2 – Section III.T. – Second Reading	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy moving Section III.T., paragraphs 1-4, Intercollegiate Athletics to Section V.X., Intercollegiate Athletics, and renumber Section III.T.5., Student Athletes – Conduct, as Section III.T.1. with all revisions as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: X. Intercollegiate Athletics

August 2012

1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

- a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. reflect accurately the priorities and academic character of its institutions;
- c. fuel school spirit and community involvement;
- d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; and
- e. actively and strategically progress toward compliance with Title IX of the Higher Education Amendments Act of 1972.

Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, policies governing the conduct of athletic programs at its institutions.

2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds for intercollegiate athletics shall be defined in the following categories:

- a. State General Funds – means state General Funds (as defined in section 67-1205, Idaho Code) appropriated to the institutions.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: X. Intercollegiate Athletics

August 2012

- b. Student Athletic Fee Revenue – means revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program pursuant to policy V.R.3.b.ii.
 - c. Program Funds – means revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
 - d. Institutional Funds – means any funds generated by the institution outside the funds listed in a., b. and c. above. Institutional Funds do not include tuition and fee revenue collected under policy V.R.3. Examples of Institutional Funds include, but are not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative overhead charged to revenue-generating accounts across campus.
3. Funds allocated and used by athletics from the above sources are limited as follows:
- a. State General Funds –
 - i. The limit for State General Funds shall be allocated in two categories: General Funds used for athletics and General Funds used to comply with Title IX.
 - ii. The Board set the following FY 2013 General Fund limits:
 - 1) General Funds for Athletics:

a) Universities	\$2,424,400
b) Lewis-Clark State College	\$ 901,300
 - 2) General Funds for Gender Equity:

a) Boise State University	\$1,069,372
b) Idaho State University	\$ 707,700
c) University of Idaho	\$ 926,660
d) Lewis-Clark State College	\$ 0
 - iii. The methodology for computing the limits for both categories of State General Funds shall be to calculate the rate of change for the next fiscal year ongoing State General Funds compared to the ongoing State General Funds in the current fiscal year, and then apply the rate of change to both limits approved by the Board in the previous year. Such limits shall be approved annually by the Board.
 - b. Institutional funds –

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: X. Intercollegiate Athletics

August 2012

i. The Board set the following FY 2013 limits:

1. Boise State University	\$ 386,100
2. Idaho State University	\$ 540,400
3. University of Idaho	\$ 772,100
4. Lewis-Clark State College	\$ 154,300

ii. The methodology for computing the limits for Institutional Funds shall be to calculate the rate of change for the next fiscal year ongoing Appropriated Funds compared to the ongoing Appropriated Funds in the current fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. Such limits shall be approved annually by the Board. For purposes of this paragraph, "Appropriated Funds" means all funds appropriated by the Legislature to the institutions, including but not limited to, State General Funds, endowment funds, and appropriated tuition and fees.

c. Student Activity Fee Revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Institutions may increase the student fee for the athletic program at a rate not more than the rate of change of the total student activity fees.

d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions shall submit a plan for Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donations to athletics at an institution must be made and reported according to policy V.E. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

It is the intent of the Board that increases in program revenues should be maximized before increases to the athletic limits under subsection 3 will be considered.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: X. Intercollegiate Athletics

August 2012

4. Gender Equity

- a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.
- b. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities.
- c. The chief executive officer of each institution shall prepare a gender equity report for review and formal approval by the Board in a format and time to be determined by the Executive Director. The gender equity report will show the status of an institution's compliance with Title IX. The gender equity report will show the changes to the athletics programs necessary to comply with Title IX over time.

5. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The fund balances as of June 30 shall be included in the report. The general format of the report will be consistent with the format established by the Executive Director. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:

- a. The institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director.
 - (1) Actual revenues and expenditures for the fiscal year most recently completed.
 - (2) Estimated revenues and expenditures for the current fiscal year.
 - (3) Proposed operating budget for the next budget year beginning July 1.
- b. The following fiscal year's financial information will be reported by each institution in a format and time to be determined by the Executive Director:

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics

August 2012

- (1) Actual revenues and expenditures for the prior four (4) fiscal years
- (2) Estimated revenues and expenditures for the current fiscal year.

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Student Athletes

June 2012

Student Athletes - Conduct

- a. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:
 - i. A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.
 - ii. This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.
- b. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.
- c. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.
- d. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.
- e. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Student Athletes

June 2012

f. Reporting Requirements

- i. Student athletes shall immediately report any criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of charges against their athletes. The athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any.
- ii. Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after the conviction. This report shall include a description of the violation of law and the institution's proposed action, if any.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Educational Broadband Service Long-Term De Facto Transfer Lease Agreement with Clearwire Spectrum Holdings III, LLC

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.6.

BACKGROUND/DISCUSSION

In the early 1990's, the Federal Communications Commission (FCC) licensed broadcast bandwidth to universities to provide for Instructional Television Fixed Service stations, now known as Educational Broadband Service (EBS) stations. Boise State University was granted four channels. EBS licensees are authorized to lease excess capacity ("white space") on EBS stations to commercial entities as long as minimum educational use requirements are met.

On May 21, 2004, Boise State University entered into a lease agreement with Wireless Broadband Services of America, LLC (a predecessor in interest to Clearwire Spectrum Holdings III, LLC) for the commercial use of the excess capacity in the University's EBS channels. The current lease has a 5 year term with two 5 year automatic renewal periods. The second renewal term under the current lease is set to expire in 2016.

The FCC is currently allowing existing licensees to apply for unused bandwidth that is adjacent to the currently licensed spectrum. There are two additional channels (B3/B4) available to the University. On May 14, 2012, the University applied to the FCC for licenses for these two additional channels. The FCC has not yet acted on the application, but the University anticipates the licenses will be granted. Both the University and Clearwire would like to renegotiate the lease before expiration of the second renewal term, as the current payment terms need to be adjusted.

IMPACT

The University engaged the services of specialized outside counsel from Washington, D.C. to assist in negotiating the new lease agreement. Counsel for the University confirmed that Clearwire's lease terms are within the range of fair market value.

This agreement is not contingent upon the University obtaining approval from the FCC for the additional channels. However, the additional channels will change the monthly fee and service credits, as outlined in the chart below. The initial term of the lease will begin on the date of issuance by the FCC notice announcing the grant of the FCC Long Term Lease Application. The agreement will renew automatically for successive terms on the date that the licenses are

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

renewed by the FCC, for a maximum duration of thirty (30) years. Clearwire must notify the University twelve (12) months in advance if it chooses not to automatically renew the agreement.

Clearwire will pay an up-front fee of \$75,000 to assist the University in obtaining equipment (such as mobile devices that may be used by departments on campus) used to meet the FCC's educational use requirement.

In addition, Clearwire will pay a monthly service fee as follows:

	Monthly Fee w/out additional channels	Monthly Fee w/ additional channels
Year 1	\$6,200	\$9,300
Year 2	\$6,386	\$9,579
Year 3	\$6,578	\$9,866
Year 4	\$6,775	\$10,162
Year 5	\$6,978	\$10,467
Year 6	\$7,187	\$10,781
Year 7	\$7,403	\$11,105
Year 8	\$7,625	\$11,438
Year 9	\$7,854	\$11,781
Year 10	\$8,090	\$12,134
Year 11	\$8,332	\$12,498
Year 12	\$8,582	\$12,873
Year 13	\$8,840	\$13,260
Year 14	\$9,105	\$13,657
Year 15	\$9,378	\$14,067
Year 16	\$9,659	\$14,489
Year 17	\$9,949	\$14,924
Year 18	\$10,248	\$15,371
Year 19	\$10,555	\$15,833
Year 20	\$10,872	\$16,308
Year 21	\$11,198	\$16,797
Year 22	\$11,534	\$17,301
Year 23	\$11,880	\$17,820
Year 24	\$12,236	\$18,354
Year 25	\$12,603	\$18,905
Year 26	\$12,981	\$19,472
Year 27	\$13,371	\$20,056
Year 28	\$13,772	\$20,658
Year 29	\$14,185	\$21,278
Year 30	\$14,611	\$21,916
TOTAL	\$294,967	\$442,450

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The above monthly service fee(s) will be prorated based on the increase or decrease of capacity or a change in size or location of the Geographic Service Area (GSA) from that which existed on the effective date. In addition, the University will receive wireless services at a value defined at fair market value.

ATTACHMENTS

Attachment 1 – Proposed Lease Agreement
Attachment 2 – May 2004 Lease Agreement

Page 5
Page 23

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's request to enter into an Educational Broadband Service Long-Term De Facto Transfer Lease Agreement with Clearwire Spectrum Holdings III, LLC, and to authorize the vice-president for finance and administration to execute the lease agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**EDUCATIONAL BROADBAND SERVICE
LONG-TERM *DE FACTO* TRANSFER LEASE AGREEMENT**

THIS Educational Broadband Service (“EBS”) Long-Term *De Facto* Transfer Lease Agreement (the “Agreement”) is entered into as _____, 2012 (the “Effective Date”), by and between Idaho State Board of Education on behalf of Boise State University, an Idaho public institution of higher education (the “Licensee”), and Clearwire Spectrum Holdings III LLC, a Nevada limited liability company (“Clearwire”) (each sometimes referred to as “Party” and collectively as “Parties”).

WHEREAS the Federal Communications Commission (“FCC”) has authorized EBS channels B1, B2 and D3, D4 to Licensee under call signs WHR688 and WHR689, respectively (the “Licenses”) and Licensee has submitted an application to the FCC to add channels B3 and B4 under call sign WHR688 (collectively, such currently licensed channels together with any associated guardband channels and such additional channels that may be granted by the FCC, the “Channels”) to transmit in the Boise, ID area (the “Market”); and

WHEREAS, Licensee and Wireless Broadband Services of America, LLC, an affiliate of Clearwire (“Clearwire Affiliate”), are parties to that certain Amended and Restated ITFS Excess Capacity Lease Agreement dated as of May 21, 2004 pursuant to which the Clearwire Affiliate leases from Licensee the Leased Excess Capacity on the Channels (the “Original Lease”);

WHEREAS, the Parties desire to replace the Original Lease in its entirety with this Agreement; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Clearwire the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the “FCC Rules”), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval;

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. LEASE TERM AND RENEWAL

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 9 of this Agreement (the “Commencement Date”), and will end on the date that the then-current Licenses expire (the “Initial Term”).

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, this Agreement will renew for successive terms on the date that the Licenses are renewed by the FCC (“Renewal Date”) and expire when the renewed Licenses expire (each, a “Renewal Term”); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless Clearwire notifies the Licensee in writing at least twelve (12) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “Term”.

(c) **Renewal of Licenses and Extension of Agreement.** If the Licenses expire during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless the Licenses are renewed and FCC authorization for this Agreement is extended. Licensee and Clearwire will cooperate to timely file a renewal application for the Licenses, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term, except that in the case of the final Renewal Term, to the date that is thirty (30) years after

the Commencement Date. This Agreement will continue to apply unless the FCC denies by Final Order any application for renewal of the Licenses or extension of the Term. "Final Order" means an order issued by the FCC that is in full force and effect and as to which (i) no timely filed petition for reconsideration, application for review or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

2. COMPENSATION

(a) **Monthly Fee.** Beginning within ten (10) business days of the Commencement Date, and on the first day of each month thereafter throughout the Term, Clearwire will pay Licensee a monthly fee as specified in the attached Schedule 2(a) (or Schedule 2(b) if channels B3 and B4 are added to the Channels) (the "**Monthly Fee**") for use of Clearwire Capacity (as defined below). The Monthly Fee due for any partial calendar month, at the commencement of the Initial Term or expiration of the Term, will be prorated accordingly. Clearwire's obligation to pay the Monthly Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit A) and (ii) payment instructions in the form attached as Exhibit B or otherwise in a form acceptable to Clearwire.

(b) **Adjustment to Monthly Fee.** The Monthly Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of Clearwire Capacity (as defined in Subsection 5(a) below) increases or decreases from the amount of Clearwire Capacity available as of the Effective Date, or (ii) there is a change in the size or location of the Geographic Service Area ("**GSA**") for any Channel as compared to the GSA that exists as of the Effective Date. For the purpose of the foregoing, the pro-ration of the Monthly Fee with respect to increases or decreases in Clearwire's Capacity will be based on the number of megahertz ("**MHz**") of capacity made available to Clearwire as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Clearwire under this Agreement. The pro-ration of the Monthly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Clearwire as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement (relying on the GSA map attached hereto as Exhibit C). In making either calculation, however, the J and K channels associated with the Channels following the Transition (as hereinafter defined) will not be considered to be unavailable to Clearwire as a result of any determination by Clearwire that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Clearwire.

(c) **Prepaid Fee.** Within ten (10) business days of the date upon which the FCC grant of the FCC Long Term Lease Application becomes a Final Order, Clearwire will pay to Licensee the amount of Seventy-Five Thousand Dollars (\$75,000) (the "**Prepaid Fee**"). Clearwire's obligation to pay the Prepaid Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit A) and (ii) payment instructions in the form attached as Exhibit B or otherwise in a form acceptable to Clearwire.

(d) **Refund of Prepaid Fee.** If this Agreement is terminated by reason of uncured default by Licensee during the first five (5) years of the Agreement, all or a portion of the Prepaid Fee will be refunded to Clearwire ("**Refund**"). The amount of the Refund will be equal to the Prepaid Fee distributed equally over five (5) years and adjusted on a pro rata basis to account for the remaining time between the date of the termination and the expiration of five (5) years following the Commencement Date. There will be no Refund if the termination occurs after the first day of the sixth (6th) year of the Agreement.

3. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

(a) **Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefor. The foregoing notwithstanding, during the last six (6) months of the final Renewal Term, and during the Initial Term or any other Renewal Term following Clearwire's notice to Licensee that it has elected not to renew the Agreement, in accordance with Subsection 1(b), if any, Licensee may negotiate and contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the ROFR set forth in Subsection 3(b). Furthermore, nothing in this Agreement will be deemed to prohibit Licensee from utilizing Licensee's

Reserved Capacity consistent with Section 5(c) or from negotiating and entering into any assignment of the Licenses or transfer of control transaction that Licensee may undertake pursuant to Section 10.

(b) Right of First Refusal (“ROFR”). During the Term and for the twenty-four (24) months following the expiration or termination of this Agreement (unless this Agreement is terminated as a result of Clearwire’s default or is not renewed as a result of Clearwire’s notice that it declines to renew as provided in Section 1(b)), and except with respect to any utilization of Licensee’s Reserved Capacity consistent with Section 5(c), or any assignment of the Licenses or transfer of control transaction that Licensee may undertake without Clearwire’s prior written consent pursuant to Section 10, Clearwire or Clearwire’s designee will have a ROFR with respect to any and all bona fide offers, of any kind, received by Licensee to acquire the Licenses (if FCC Rules allow it and the Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any other manner, or to acquire an option to acquire, lease or otherwise use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify Clearwire in writing of any such bona fide offer, including the terms of the offer, within thirty (30) days following Licensee’s determination to accept the offer. Clearwire will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Clearwire fails to exercise its ROFR, Licensee will have ninety (90) days from the expiration of Clearwire’s thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Clearwire. If, within the ninety (90) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire’s ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the ninety (90) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire’s ROFR will terminate; provided, however, that should Licensee’s agreement with the offeror be terminated within twenty-four (24) months after the expiration or termination of this Agreement, Clearwire’s ROFR will be reinstated for the remainder of the twenty-four (24) month period or for a period of one hundred eighty (180) days, whichever is longer. The terms of any agreement between Clearwire (or its designee) and Licensee resulting from the exercise of Clearwire’s ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 14 of this Agreement.

(c) Form of Consideration and Determination of Value. Subject to, and without limiting Clearwire’s rights described in Subsection 3(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then Clearwire may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept Clearwire’s offer of a cash substitute for the non-cash consideration, then Licensee must notify Clearwire in writing of Licensee’s estimate of a fair cash substitute within fifteen (15) days after Licensee’s receipt of Clearwire’s acceptance notice. Licensee’s failure to notify Clearwire of its estimate of a fair cash substitute within the prescribed fifteen (15) day period shall be deemed an acceptance of Clearwire’s cash-substitute offer. If Licensee rejects Clearwire’s cash-substitute offer, then Clearwire will have ten (10) days from receipt of Licensee’s rejection to notify Licensee of its election to (i) adopt Licensee’s stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, Clearwire’s ROFR will remain open until thirty (30) days after Clearwire is notified of the arbitrators’ decision, during which time Clearwire may revise its acceptance notice to adopt the arbitrators’ findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of Clearwire’s thirty (30) day time period to consider the arbitration decision. Licensee’s failure to accept the third-party offer restores this ROFR.

(d) Right to Participate. Except in the event this Agreement terminates as a result of Clearwire’s default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18) months after the end of this Agreement, then Licensee will provide Clearwire with an opportunity no less favorable in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 3(b).

4. RESERVED

5. CAPACITY REQUIREMENTS AND USES

(a) **Clearwire Capacity.** Upon consent by the FCC to the FCC Long Term Lease Application described in Section 9(a), Clearwire will have the exclusive right to use all of the capacity under the Channels other than Licensee's Reserved Capacity ("**Clearwire Capacity**").

(b) **Licensee's Reserved Capacity.** The term "**Licensee's Reserved Capacity**" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by Clearwire from time to time, Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that Clearwire controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, Clearwire elects to shift or load Licensee's Reserved Capacity on any channels other than the Channels, then Clearwire shall ensure the authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially overlaps the GSA for the Channels. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by Clearwire in accordance with the processes generally used by it to determine capacity use.

(c) **Use of Capacity.** Clearwire may use Clearwire Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Clearwire will use the Clearwire Capacity in compliance with FCC Rules and all other laws and regulations applicable to Clearwire's use of the Clearwire Capacity. Licensee may use Licensee's Reserved Capacity for any purpose that furthers the educational mission of an accredited school, college or university, including to satisfy the minimum educational use requirements for EBS channels pursuant to FCC Rules. Licensee may also rely on the use of Clearwire's products and services made available pursuant to Section 7 to satisfy such requirements.

(d) **Section 27.1214(e) Amendments.** Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End Users (defined below) for whom Clearwire has provided Internet Access Equipment (as defined in Subsection 7(b) below), Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities; (ii) to the extent such amendment materially increases Clearwire's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in Clearwire's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Clearwire may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Clearwire; and (iv) Clearwire will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative economic impact on Clearwire or Clearwire's commercial operations under the Agreement.

(e) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Clearwire may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the "**Swapped Channels**"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee's previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee's previous

Channels. Clearwire agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee's engineering consultants and attorneys.

6. EQUIPMENT

(a) **Operation and Maintenance of Licensee Equipment.** Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the Clearwire Capacity or on Licensee Capacity other than such equipment that is provided pursuant to Section 7 of this Agreement.

(b) **Operation and Maintenance of Clearwire Equipment.** Clearwire will, at its expense, operate and maintain the transmission equipment used for the Clearwire Capacity ("Clearwire Equipment"). Clearwire will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

(c) **Dedicated Equipment Purchase Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option, upon giving notice to Clearwire within thirty (30) days of such termination, to purchase or to lease at Clearwire's option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Reserved Capacity on the Channels (the "**Dedicated Equipment**"), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, Clearwire's cost in obtaining such equipment.

(d) **Shared Equipment Purchase or Lease Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option upon giving notice to Clearwire within thirty (30) days of such termination to purchase or lease at Clearwire's option any equipment owned by Clearwire and used in connection with the transmission of Licensee's Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the "**Shared Equipment**"), at a price equal to the Shared Equipment's fair market value for such purchase or lease as applicable.

7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS

(a) **Service Credits.** After commercial launch by Clearwire of its wireless services on the Channels in the Market, Licensee may request at no cost to Licensee, via submission of an Order Form (as defined below), wireless broadband services and associated Internet Access Equipment, if any, for Permitted End Users that are located within Clearwire's then-serviceable area of the Wireless System. Clearwire will approve Licensee's Order Form, provided that such Order Form is consistent with the terms of this Agreement as well as the terms of use and service described in subsection (c) below. Such wireless services will be specified by Licensee and will be among Clearwire's standard retail service offerings in the Market with a value not to exceed the dollar amounts per month listed on Schedules 2(a) and 2(b) ("**Service Credits**"). Any unused Service Credits may not be transferred, credited to a subsequent month or redeemed for cash and will expire on the last day of the month in which they are made available. Licensee must comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Licensee to accept the wireless services and Internet Access Equipment for its Permitted End Users.

(b) **Definitions.** "**Order Form**" has the meaning set forth in the terms of service referenced in Subsection 7(c) below. "**Internet Access Equipment**" means the customer premises Internet access equipment package made generally available to Clearwire's retail customers in the Market, at the time Clearwire receives Licensee's Order Form, who subscribe to the same tier of wireless service over BRS or EBS capacity. "**Permitted End Users**" means Licensee itself and any educational institution or not-for-profit organization or site in the Market with whom Licensee is working in furtherance of its educational goals.

(c) **Terms of Use.** Licensee's ordering and use of the wireless services and Internet Access Equipment by Permitted End Users, will be governed by the acceptable use policy and terms of service, and such other policies of general applicability which apply to such services, which are subject to amendment and may be found at <http://www.clearwire.com/legal/aup> or such other URL as may be designated; provided, however, that financial terms contained in the terms of service will not apply to such services to Licensee or Permitted End Users that are provided free of charge pursuant to this Section 7. In addition to the foregoing policies, Clearwire may specify from time to time, in its sole discretion, reasonable procedures for the activation, addition, deletion or substitution of services to Licensee and Permitted End Users.

(d) **Equipment and Software.** For Licensee and any Permitted End Users for whom Clearwire has provided wireless services and/or Internet Access Equipment, Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities. In the event that any equipment upgrade involves replacement of equipment, the replaced equipment will be returned to Clearwire or its designee and title to the replacement equipment will transfer to Licensee or its designee.

(e) **Title.** All equipment provided by Clearwire to Licensee as part of Internet Access Equipment for Permitted End Users will be the property of Licensee or its designee(s), free and clear of all liens and encumbrances, when paid in full (if any payment is required). Licensee will own, and be solely responsible for the maintenance and operation of, all Internet Access Equipment installed at Licensee's locations and receive sites, including the sites of its Permitted End Users.

8. INTERFERENCE CONSENTS

Licensee will enter into interference consents with third parties relating to the Channels ("**Interference Consents**"), as Clearwire reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Clearwire will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Clearwire's prior written consent.

9. APPLICATIONS, COSTS AND FEES

(a) **FCC Long Term Lease Application.** If not already on file, within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the "**Ownership Report**") with the FCC and deliver to Clearwire evidence of such filing or (ii) complete the Ownership Report and authorize Clearwire to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to Clearwire and authorized Clearwire to file such report with the FCC, within ten (10) business days following the Effective Date and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC's consent to this Agreement and satisfy the FCC's requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) ("**FCC Long Term Lease Application**"). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties further covenant and agree to include a request in any License renewal application, or separately request, as necessary, an extension of the lease approval for the renewal term of the License (or until the end of the final Renewal Term of this Agreement, if shorter), if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall

first notify and consult with Clearwire, and will to the extent permitted by the FCC redact all information from the Agreement which Clearwire reasonably designates as confidential including, but not limited to, all payment information.

(b) Application Preparation. In addition to the obligations in Section 9(a), Clearwire will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of Clearwire Capacity and permitted to be submitted by Clearwire under FCC Rules. Licensee, with assistance from Clearwire, will prepare and submit all lawful applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the Licenses or reasonably requested by Clearwire that may only be filed by Licensee under FCC Rules. The Parties will cooperate in the preparation and submission of all lawful applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) Application Costs. Clearwire will, at its own expense, prepare all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that Clearwire submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. Clearwire will also promptly pay or reimburse Licensee for its reasonable, documented out-of-pocket costs for renewal of the Licenses and any other filings requested or required of Licensee by the FCC to hold the Licenses and provide Clearwire Capacity to Clearwire, and in connection with activities undertaken by Licensee in response to any request by Clearwire under this Agreement; provided, however, that Licensee shall not seek reimbursement for any cost or expense in excess of \$500 unless such cost or expense is approved by Clearwire, which approval shall not be unreasonably withheld. In addition, Clearwire will pay any FCC filing fees associated with the Licenses.

(d) Regulatory Fees/Transition Reimbursements. Clearwire will pay any federal regulatory fees associated with the Licenses upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee. Clearwire will also pay any Transition reimbursements required by FCC Rules to be paid to the Proponent.

(e) Additional FCC Matters. Clearwire and Licensee will cooperate to prepare and file any additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase the capacity on the Channels, GSA expansions or License modifications. Clearwire and Licensee will also cooperate to support FCC experimental licensing procedures with respect to the Channels pursuant to the Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). Clearwire may allow experimental licensees, as granted by the FCC, to use the Clearwire Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

10. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 16(f)-(g), neither Clearwire nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) Clearwire may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any affiliate of Clearwire, (Y) any entity that acquires Clearwire or its affiliates, or (Z) to any entity with the capability to perform the obligations of Clearwire hereunder.

(b) Licensee may, without the prior consent of Clearwire transfer control or assign the Licenses for the Channels and this Agreement to any public institution or agency or to any bona fide local private educational institution with students actually enrolled in local classroom instruction (except for any such public or private educational institution that is an Affiliate of a national EBS licensee), subject to such transferee's or assignee's agreement to be bound by the terms of this Agreement. For purposes of the foregoing sentence, "Affiliate" means, with respect to any national EBS licensee, any other person or entity that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by or is under common control with such national EBS licensee. For

purposes of this definition, “**control**” means the power to direct or cause the direction of the management and policies of a person or entity, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(c) Each Party shall also be entitled, without the consent of the other Party, to undertake a pro forma assignment or transfer of this Agreement.

11. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to the Licenses or affected Channel(s) upon the earlier of: (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of the License; (iii) an FCC Final Order revoking, terminating or canceling the License; or (iv) Clearwire’s acquisition of the Licenses or some of the Channels pursuant to an agreement between Clearwire and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC.

(c) Licensee may terminate this Agreement pursuant to Subsection 16(b).

(d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

(e) The Parties will notify the FCC of the termination of this Agreement with respect to the Licenses or any of the Channels within ten (10) calendar days following the termination.

(f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Clearwire from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

12. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. Clearwire is entitled to one hundred percent (100%) of the revenue generated from the use of the Clearwire Capacity.

13. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with Clearwire and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 3(b), (ii) using the Service Credits, or any Internet Access Equipment acquired thereby, to provide educational services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

14. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, "**Agents**") as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, Clearwire may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Clearwire deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Clearwire, so long as Clearwire secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) **Non-Disclosure of Shared Information.** As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party's or the receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

15. ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

16. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and Clearwire are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("**Communications Act**"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Clearwire assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and License, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 11, by Licensee or by the FCC if Clearwire fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Clearwire will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses and the Channels.

(d) If the Licenses are revoked, cancelled, terminated or otherwise ceases to be in effect, Clearwire has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of either License itself.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and Clearwire must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 14.

17. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term the Licenses and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the Clearwire Capacity. Licensee will use best efforts to renew the License, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the License.

18. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Clearwire that: (i) the Licenses are in effect, (ii) Licensee's operations and activities pursuant to the License, if any, are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee has no claim or other unresolved objection arising out of the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules, and (iv) there is no proceeding now pending or to the knowledge of Licensee,

threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the License.

19. INDEMNIFICATION

(a) Licensee will defend, indemnify and hold Clearwire harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Licensee's construction or operation of the EBS Equipment or its offering and provision of services thereon. Licensee's obligations under this Section will survive the expiration or termination of this Agreement.

(b) Clearwire will defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Clearwire of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Clearwire's construction or operation of the Wireless System or its offering and provision of services thereon. Clearwire's obligations under this Section will survive the expiration or termination of this Agreement.

20. MISCELLANEOUS

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Notices.** Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight delivery service and will be effective upon receipt. All notices will be delivered to Licensee and Clearwire at the mailing addresses specified on the signature page of this Agreement. Either Party may change its addresses for receipt of notice or payment by giving notice of such change to the other Party as provided in this Section.

(c) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.

(d) **Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

(e) **Specific Performance.** Licensee acknowledges that the Licenses and Channels subject to this Agreement are unique and the loss to Clearwire due to Licensee's failure to perform this Agreement could not be easily measured with damages. Clearwire will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

(f) **Applicable Law and Venue.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without regard to the principles of conflict of laws. Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of any court within Ada County, Idaho, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws

of the State of Idaho for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

(g) **Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

(h) **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

(i) **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

(k) **Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) **Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

(m) **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties. Licensee, Clearwire and Clearwire Affiliate each agree that, effective as of the Commencement Date, this Agreement shall supersede and replace the Original Lease. Neither Licensee, nor Clearwire, nor Clearwire Affiliate shall have any further obligations under the Original Lease and each of Licensee, Clearwire and Clearwire Affiliate hereby releases the other Parties from any and all claims, known or unknown, that such Party has or may have arising out of or related to the Original Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO:

CLEARWIRE SPECTRUM HOLDINGS III LLC

**IDAHO STATE BOARD OF EDUCATION on
behalf of BOISE STATE UNIVERSITY**

By: _____

By: _____

Name: Hope Cochran

Name: Stacy Pearson

Title: Chief Financial Officer

Title: Vice President of Finance and Administration

Notice Address for Clearwire:

Notice address for Licensee:

Clearwire Spectrum Holdings III LLC
1475 120th Avenue NE
Bellevue, WA 98005
Attn: Hope Cochran, Chief Financial Officer
Fax: (425) 216-7776

Boise State University
1910 University Drive
Boise, ID 83725
Attn: Office of the General Counsel
Fax: (208) 426-1345

With a copy to:

With a copy to:

Clearwire Spectrum Holdings III LLC
1475 120th Avenue NE
Bellevue, WA 98005
Attn: Hope Cochran, Chief Financial Officer
Fax: (425) 216-7776

Dow Lohnes PLLC
1200 New Hampshire Avenue, NW, Suite 800
Washington, DC 20036-6802
Attn: Todd D. Gray
Fax: (202) 776-4571

SCHEDULE 2(a)

Monthly Fee Schedule and Service Credits (without the addition of channels B3 and B4)

	Monthly Fee	Service Credits
Year 1	\$6,200	\$1,500
Year 2	\$6,386	\$1,545
Year 3	\$6,578	\$1,591
Year 4	\$6,775	\$1,639
Year 5	\$6,978	\$1,688
Year 6	\$7,187	\$1,739
Year 7	\$7,403	\$1,791
Year 8	\$7,625	\$1,845
Year 9	\$7,854	\$1,900
Year 10	\$8,090	\$1,957
Year 11	\$8,332	\$2,016
Year 12	\$8,582	\$2,076
Year 13	\$8,840	\$2,139
Year 14	\$9,105	\$2,203
Year 15	\$9,378	\$2,269
Year 16	\$9,659	\$2,337
Year 17	\$9,949	\$2,407
Year 18	\$10,248	\$2,479
Year 19	\$10,555	\$2,554
Year 20	\$10,872	\$2,630
Year 21	\$11,198	\$2,709
Year 22	\$11,534	\$2,790
Year 23	\$11,880	\$2,874
Year 24	\$12,236	\$2,960
Year 25	\$12,603	\$3,049
Year 26	\$12,981	\$3,141
Year 27	\$13,371	\$3,235
Year 28	\$13,772	\$3,332
Year 29	\$14,185	\$3,432
Year 30	\$14,611	\$3,535

SCHEDULE 2(b)

Monthly Fee Schedule (with the addition of channels B3 and B4)

	Monthly Fee	Monthly Service Credits
Year 1	\$9,300	\$2,250
Year 2	\$9,579	\$2,318
Year 3	\$9,866	\$2,387
Year 4	\$10,162	\$2,459
Year 5	\$10,467	\$2,532
Year 6	\$10,781	\$2,608
Year 7	\$11,105	\$2,687
Year 8	\$11,438	\$2,767
Year 9	\$11,781	\$2,850
Year 10	\$12,134	\$2,936
Year 11	\$12,498	\$3,024
Year 12	\$12,873	\$3,115
Year 13	\$13,260	\$3,208
Year 14	\$13,657	\$3,304
Year 15	\$14,067	\$3,403
Year 16	\$14,489	\$3,505
Year 17	\$14,924	\$3,611
Year 18	\$15,371	\$3,719
Year 19	\$15,833	\$3,830
Year 20	\$16,308	\$3,945
Year 21	\$16,797	\$4,064
Year 22	\$17,301	\$4,186
Year 23	\$17,820	\$4,311
Year 24	\$18,354	\$4,441
Year 25	\$18,905	\$4,574
Year 26	\$19,472	\$4,711
Year 27	\$20,056	\$4,852
Year 28	\$20,658	\$4,998
Year 29	\$21,278	\$5,148
Year 30	\$21,916	\$5,302

EXHIBIT A
IRS Form W-9

Exhibit B
Payment Instruction



- New Request Change Request
 Vendor Clearwire Employee Commissions Dealer

Clear Wireless LLC ("Clearwire") Authorization Agreement for Automated Deposits

I (we) hereby authorize: (a) Clearwire to initiate credit entries to my (our) **CHECKING** account indicated below, and (b) the Depository named below, hereinafter called DEPOSITORY, to credit the same to such account. Unless otherwise specified below, Clearwire may credit all amounts payable to me (us).

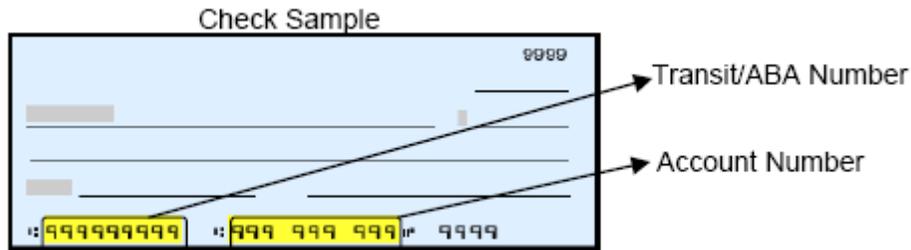
I (we) hereby authorize: (a) Clearwire to initiate credit entries to my (our) SAVINGS account indicated below, and (b) the Depository named below, hereinafter called DEPOSITORY, to credit the same to such account. Unless otherwise specified below, Clearwire may credit all amounts payable to me (us).

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Transit/ABA#: _____ Account Number: _____

For checking accounts, your transit and account number can be found on the face of your checks:



This authority is to remain in full force and effect until Clearwire has received written notification from me (us) of its termination in such time and manner as to afford Clearwire a reasonable opportunity to act on it. Clearwire may terminate this agreement at any time by giving me (us) written notice of such termination.

Company Name: _____ TIN OR SSN#: _____

This number MUST match the W9 that was submitted to Clearwire.

Contact Name: _____

Contact Title: _____ Contact Phone: _____

Contact Email: _____ Remittance E-Mail: _____

Signature: _____ Date: _____

Please be sure you attach a pre-printed voided check or a letter from your bank for confirming your account information

Upon completion of this agreement please either:

- Email a scanned image of this agreement and a voided check to APVendorMaintenance@clearwire.com
- Fax this agreement with a voided check to 425-650-7788
- Mail this agreement with a voided check to:
Clearwire A/P Supplier Maintenance
PO Box 1687
Bellevue, WA 98009-1687

If you have any questions regarding this agreement or your enrollment in Clearwire's direct deposit program, please contact APVendorMaintenance@clearwire.com or call our hotline at 425-636-4996.

EXHIBIT C

License GSA Maps

Boise State University
Boise, ID B1, B2, D3, D4

**AMENDED AND RESTATED
ITFS EXCESS CAPACITY LEASE AGREEMENT**

between

**Idaho State Board of Education on behalf of,
Boise State University**

as Lessor,

and

Wireless Broadband Services of America, LLC

as Lessee

TABLE OF CONTENTS

	Page
SECTION 1. EFFECT ON EXISTING AGREEMENT.....	2
SECTION 2. TERM OF AMENDED AGREEMENT.....	2
SECTION 3. ALLOCATION AND USE OF AIRTIME	2
A. Pre-Transition Allocation of Capacity to BSU	2
B. Post-Transition Allocation of Capacity to BSU.....	3
C. Use of BSU’s Capacity.....	4
D. Allocation and Use of Leased Excess Capacity	4
SECTION 4. ITFS SITES	5
A. Current ITFS Sites	5
B. Provided Internet Access Sites.....	6
C. Upgrading of Sites.....	8
D. Alternative Distribution	9
E. Retained Capacity Access Sites.....	9
SECTION 5. SYSTEM LICENSING AND DEPLOYMENT	10
A. Applications for New or Modified Facilities	10
B. Channel Swaps	11
C. Coordination With Other Licensees.....	12
D. Prosecution of Applications.....	13
E. Withdrawal of Application, Cancellation of Authorization or Delay in Construction.....	13
F. Permissible Modifications, Low-Power Boosters, Etc.	14
G. Reimbursement of Reasonable Expenses	14
H. Amelioration of Adverse Effect.....	14
I. Notification Zones	15
J. Transmission Equipment.....	16
1. Provision of Transmission Equipment.....	16
2. STL Equipment.....	16
3. Operation and Maintenance	17
K. Site Availability	17
L. Post-Agreement Considerations	17

1. Continued Operation At Transmit Site/Cell Sites.....17

2. Post-Agreement Option to Purchase Equipment18

3. Cessation of Use/License for Downstream Transmissions.....18

M. Option to Purchase Video Equipment.....18

N. Determination of Modification Standards.....18

SECTION 6. FEES19

A. Incentive Payments19

B. Monthly Fee19

 1. Monthly Minimum Payment.....19

 2. Monthly Royalty Fee.....20

 3. Monthly Subscriber Fee.....21

C. Payments21

D. Proration.....22

E. Right to Audit.....22

 1. Maintenance of Records.....22

 2. Audit of System Gross Revenues Methodology, Calculation and Payment.....22

 3. Results of Audit22

F. Reimbursements23

SECTION 7. ADDITIONAL COVENANTS23

A. Maintenance of FCC Authorizations23

 1. Preservation of Authorizations23

 2. Cancellation or Non-Renewal.....24

 3. Assignment of Authorizations24

B. Coordination Documents24

C. Modification of Facilities.....25

D. Confidentiality25

E. Cooperation26

F. Further Efforts26

G. Insurance.....26

 1. Policies Required26

 2. Insurance Policy Forms.....26

 3. Proof of Insurance.....26

 4. Waiver of Subrogation.....27

H. Prevention of Unauthorized Reception.....27

I. Covenant Not To Compete.....27

SECTION 8. REPRESENTATIONS AND WARRANTIES.....27

A. Of Sprint.....27

 1. Organization.....27

 2. Authorization; Valid and Binding Amended Agreement28

 3. No Violation.....28

 4. Litigation.....28

B. Of BSU.....28

 1. Organization.....28

 2. Authorization; Valid and Binding Amended Agreement28

 3. No Violation.....29

 4. FCC Authorizations29

 5. Interference Issues.....29

 6. Litigation.....30

C. Survival of Representations and Warranties30

SECTION 9. INDEMNIFICATION30

 A. By BSU30

 B. By Sprint31

 C. Claims for Indemnification31

 D. Survival.....32

SECTION 10. TERMINATION OR EXPIRATION.....32

 A. Termination by Reason of Default.....32

 B. Termination of FCC Authorization.....32

 C. Effect of Termination.....32

SECTION 11. MISCELLANEOUS.....33

 A. Assignment of Agreement33

 B. Counterparts33

 C. Dispute Resolution Through Arbitration33

 1. Dispute Resolution.....33

 2. Preservation of Status Quo.....33

 3. Finality of Arbitration Award or Engineer’s Decision.....35

 4. Non-Conformance and Inaccuracy Objections35

 5. Cooperation.....37

 D. Entire Agreement37

 E. Force Majeure.....37

 F. Headings38

 G. Governing Law.....38

 H. Interpretation.....38

I. Jurisdiction and Venue38
J. Licensee Control.....38
K. Notice.....38
L. Payment of Expenses.....39
M. Reformation and Severability.....40
N. Relationship of the Parties40
O. Right of First Refusal.....40
P. Specific Performance.....42
Q. Waiver.....42
R. Word Meanings.....42
S. Survival of Obligations.....43
T. No Publicity Without Consent43

EXHIBIT A: Current ITFS Sites

EXHIBIT B: Retained Capacity Access Sites

EXHIBIT C: Breckenridge Agreement

EXHIBIT D: The Sprint System

EXHIBIT E: FCC Authorizations

**AMENDED AND RESTATED
ITFS EXCESS CAPACITY LEASE AGREEMENT**

THIS AMENDED AND RESTATED ITFS EXCESS CAPACITY LEASE AGREEMENT (the "Amended Agreement") is made as of _____, 2001 (the "Effective Date") by and between the Idaho State Board of Education on behalf of Boise State University ("BSU") and Wireless Broadband Services of America, LLC, a wholly-owned subsidiary of Sprint Corporation (such wholly-owned subsidiary is hereinafter referred to as "Sprint").

WHEREAS, BSU operates Instructional Television Fixed Service ("ITFS") call signs WHR-688 and WHR-689 in Boise, Idaho from a site located at 43 degrees, 45 minutes, 18 seconds latitude, 116 degrees, 5 minutes, 52 seconds longitude (the "Transmit Site") utilizing the four 6 MHz channels at 2506-2512 MHz (B1), 2518-2524 MHz (B2), 2578-2584 MHz (D3) and 2590-2596 MHz (D4) (each, a "Channel" and collectively, the "Channels") pursuant to a license issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Sprint operates a wireless communications system in the Boise, Idaho area (the "Market") that utilizes multiple ITFS and Multipoint Distribution Service ("MDS") channels that are licensed by the FCC either to Sprint or to others who lease capacity to Sprint to provide telecommunications services; and

WHEREAS, Boise Cable Ltd. Partnership d/b/a Northwest Cable ("Northwest") and BSU are parties to the certain ITFS Excess Capacity Airtime Lease Agreement, dated November 8, 1993 (the "Existing Agreement") which was assigned by Northwest to Wireless Broadcasting Systems of America, Inc. ("WBSA") pursuant to that certain Consent to Assignment of ITFS Excess Capacity Airtime Lease Agreement, dated March 15, 1995. Pursuant to a reorganization of WBSA, its parent company and affiliates, and as noticed in the letter sent to BSU dated January 16, 1997, WBSB Licensing Corporation became the holder of WBSA's rights and obligations under the Existing Agreement. Furthermore, pursuant to that certain ITFS Lease Agreement Assignment and Assumption Agreement dated August of 2001, WBSB Licensing Corporation assigned, and Sprint assumed, all of WBSB Licensing Corporation's rights and obligations under the Existing Agreement pursuant to which Sprint leases from BSU certain excess capacity on BSU's ITFS facilities for commercial use; and

WHEREAS, the FCC has recently adopted new rules and policies with respect to the manner in which MDS and ITFS licensees and commercial lessees may utilize the MDS and ITFS spectrum, and BSU and Sprint desire to enter into this Amended Agreement to reflect the increased flexibility afforded under the FCC's new rules and policies, to promote a substantial reconfiguration of Sprint's transmission system (including the Channels) to permit the efficient use of MDS and ITFS spectrum for the distribution of digital, two-way broadband video, voice, data and other possible services.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, BSU and Sprint agree as follows:

SECTION 1. Effect on Existing Agreement. As of the Effective Date, this Amended Agreement supersedes and replaces the Existing Agreement in the entirety, except that Sprint will be obligated to pay to BSU all periodic leasing fees due under Section 6 of the Existing Agreement for Sprint's use of the Channels through the conclusion of the month in which the Effective Date occurs. Each party hereby waives any and all claims it may have as against the other party which arise out of the performance or non-performance of the Existing Agreement, provided, however, that each party shall be obligated to comply with the indemnification obligations under Section 13 of the Existing Agreement with respect to any indemnifiable claims thereunder brought by third parties (including any government and its regulatory agencies) for actions taking place prior to the Effective Date.

SECTION 2. Term of Amended Agreement. Subject to the provisions for earlier termination contained in Section 10 hereof, this Amended Agreement will extend for: (a) an initial term of five (5) years from the Effective Date (the "Initial Term"); and (b) two additional terms of five (5) years each (each a "Renewal Term") unless Sprint notifies BSU at least one hundred eighty (180) days before the end of the Initial Term or the first Renewal Term, as the case may be, that Sprint elects not to extend this Amended Agreement for the upcoming Renewal Term. The Initial Term and any Renewal Term that goes into effect will herein be referred to collectively as the "Term." If Sprint elects not to renew this Amended Agreement at the conclusion of the Initial Term or the first Renewal Term, no later than forty-five (45) days following the conclusion of the Initial Term or first Renewal Term, as the case may be, Sprint will pay to BSU a one time early termination fee equal to the aggregate of all Monthly Fees (as defined in Section 6) paid to BSU during the twelve (12) months immediately preceding such date of termination.

SECTION 3. Allocation and Use of Airtime.

A. Pre-Transition Allocation of Capacity to BSU. The parties acknowledge that BSU is currently transmitting from the Transmit Site educational and instructional video programming, and agree that until the later to occur of October 16, 2003 or such time as a sufficient number of Provided Internet Access Sites (as defined in Section 4.B.1.), capable of receiving Internet access service over the Sprint System, have been installed to enable BSU to satisfy the FCC's minimum educational usage requirements for ITFS licensees engaged in the leasing of excess capacity (such later to occur being referred to herein as the "High Speed Internet Access Transition Date"): (i) BSU's educational and instructional video programming will be loaded onto a single Channel, subject to Sprint's right to shift such programming to another channel as provided herein, and BSU will be allocated on Sprint's system sufficient capacity to deliver one (1) full-time NTSC-formatted television signal (comprising a primary video and audio signal along with subcarriers, secondary audio channels, vertical blanking intervals and other signal components normally utilized in the transmission of NTSC formatted television signals) (a "Video Program Track") to the Current ITFS Sites (as such term is defined in Section 4.A., below) from the Transmit Site ("BSU's Capacity"); and (ii) Sprint shall transmit such material as BSU shall deliver to Sprint at the Transmit Site for transmission utilizing BSU's Capacity. BSU acknowledges that transmitting educational and instructional video programming comprising one (1) Video Program

Track over one channel from the Transmit Site utilizing analog technology will fully utilize all of BSU's minimum use and recapture time under the FCC's rules applicable to analog ITFS facilities. BSU recognizes that the shifting of that programming onto another channel within the Sprint System (as such term is defined in Section 6.B.2.) and/or the digital compression of that programming would improve the spectral efficiency of the system. Therefore, BSU agrees that, subject to compliance by Sprint with Section 4.A.1., until the High Speed Internet Access Transition Date, Sprint may, at its sole discretion, digitally compress the Video Program Track and/or channel shift or channel load the transmission of the Video Program Track onto any MDS or ITFS channels, provided such digital compression and/or shifting or loading will not have a noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site using channels included in the Sprint System that will provide for the reliable reception of the Video Program Track at the Current ITFS Sites. In the event Sprint, in its sole discretion, elects to digitally compress the Video Program Track prior to the High Speed Internet Access Transition Date, BSU's Capacity shall equal the greater of the capacity required to transmit the visual equivalent of one (1) full time Video Program Track or 5% of the capacity of the Channels (i.e. 1.2 MHz). Upon the High Speed Internet Access Transition Date, BSU's Capacity shall be as specified in Section 3.B. below.

B. Post-Transition Allocation of Capacity to BSU. The parties acknowledge that BSU's objective is to convert from its current usage of the Channels for video distribution to a paradigm under which it will contribute the Channels to an integrated, multi-licensee system in which it will be entitled to an Internet access service at a specified number of locations. The parties recognize, however, that due to the complexity of the FCC's licensing rules for digital, two-way services and uncertainties regarding the intentions of other licensees with whom use of the Channels as contemplated hereunder must be coordinated, it is impossible as of the Effective Date to establish an exact schedule for the conversion. Therefore, BSU will cease transmitting video programming over BSU's Capacity as of the High Speed Internet Access Transition Date. At such time as the Sprint System is utilized to provide an Internet access service to at least one hundred (100) paying subscribers (the "Internet Launch Date"), Sprint will provide BSU with notice of such event. Thereafter, subject to the provisions of Section 4.B.1., BSU will have thirty (30) days to designate a sufficient number of locations for installation of Provided Internet Access Sites which will enable BSU to satisfy the FCC's minimum educational usage requirement for ITFS licensees engaged in the leasing of excess capacity. Commencing upon the High Speed Internet Access Transition Date, BSU's Retained Capacity shall no longer be utilized for, and thereafter Sprint will not be obligated to support, the transmission of video programming. Following the High Speed Internet Access Transition Date, Sprint will make available to BSU on the Sprint System the equivalent of five percent (5%) of the capacity of the Channels which BSU may access utilizing Sprint's standard high speed internet access service via the Provided Internet Access Sites and the Retained Capacity Access Sites (as such terms are defined in Sections 4.B.1 and 4.E.1 below). From the High Speed Internet Access Transition Date, such capacity shall be "BSU's Capacity" for purposes of this Amended Agreement provided that such capacity shall not be less than the equivalent of five percent (5%) of

the capacity of the Channels. BSU acknowledges that in order to promote the most efficient use of the spectrum, Sprint may, in its sole discretion, engage in channel loading or channel shifting of BSU's Capacity onto any MDS or ITFS channels, provided such shifting or loading will not noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service (as such term is defined in Section 3.C.1.) at the Provided Internet Access Sites.

C. Use of BSU's Capacity.

1. BSU's Capacity shall be used for the transmission of material which, at a minimum, satisfies the FCC's minimum educational usage requirements for ITFS licensees engaged in the leasing of excess capacity. Following the High Speed Internet Access Transition Date, the transmissions made by or on behalf of BSU to and from the Provided Internet Access Sites and the Retained Capacity Access Sites shall be deemed "Licensee's Internet Access Service" for purposes of this Amended Agreement.

2. If Sprint is providing the content transmitted over BSU's Video Program Track, Sprint may integrate such programming into the overall communications services offered to its subscribers without BSU's consent. Subject to the prior written consent of BSU and until the High Speed Internet Access Transition Date, Sprint shall have the right to integrate any video content produced or acquired by BSU into the overall communications service offered to Sprint's subscribers; provided, however, that nothing contained herein shall be construed as to prohibit BSU from charging Sprint for the fair value for the use of any such content produced or acquired by BSU.

D. Allocation and Use of Leased Excess Capacity. All capacity of the Channels that is not BSU's Capacity is leased to Sprint for its exclusive use (the "Leased Excess Capacity"). Sprint may, without the prior consent of BSU, sublease any portion of the Leased Excess Capacity, provided that the sublessee agrees in writing to be bound by the restrictions of this Section 3.D. Sprint may, without the prior consent of BSU, permit any entity that is owned by Sprint, owns Sprint or is owned in common with Sprint (a "Sprint Affiliate") to utilize any portion of the Leased Excess Capacity. Nothing in this Amended Agreement shall be construed to create a duty on the part of Sprint to actually transmit any minimum number of hours of programming, except as required by FCC rules and regulations to, among other things, preserve BSU's authorizations for the Channels, or to obligate Sprint to obtain or furnish substitute or alternative programming in cases where programming is deemed prohibited by this Section 3.D. Except as provided herein, the Leased Excess Capacity may be used by Sprint for any now or hereafter legal purpose (including, but not limited to, the transmission of one-way or two-way voice, video and/or data services), without any restriction on the substance, format or type of information or signal to be transmitted. To the extent that Sprint elects to use the Leased Excess Capacity to transmit a video programming service, it will only select for transmission over the Channels video programming of a sort which would not serve to place BSU's reputation in the

community in jeopardy and will not transmit "Adult Content" video programming over the Channels. "Adult Content" shall include any motion picture which is rated "R", "X" or "NC-17" by the Motion Picture Association of America or which does not carry an MPAA rating and would reasonably be considered "adult" in nature. BSU acknowledges that Sprint may not exercise control over the content, communications or postings initiated or made by third parties over the Internet or other computer, data networking or voice systems and that Sprint will not be restricted by this Section in providing Internet, data, video streaming or voice services or otherwise liable to BSU for the content, communications or postings initiated or made by third parties over the Internet or other computer, data networking or voice systems transmitted over the Channels.

SECTION 4. ITFS SITES.

A. Current ITFS Sites. Attached hereto as Exhibit A is a list, as of the Effective Date, of the locations that are within both BSU's FCC-defined protected service area and a circle centered at the Transmit Site with a 35-mile radius (the "Serviceable Area") and at which have operable and active reception equipment which enable such sites to receive BSU's current video programming service from the Transmit Site (the "Current ITFS Sites"). In the event that prior to the High Speed Internet Access Transition Date BSU shall cease to utilize BSU's current video programming service at a Current ITFS Site, such location shall no longer be considered as a Current ITFS Site and BSU shall promptly so notify Sprint. BSU will then be permitted to specify a replacement Current ITFS Site within the Serviceable Area which can receive BSU's programming from the Transmit Site without interference from previously licensed or proposed facilities of the Sprint System, provided, however, that BSU will be responsible for any costs associated with the installation of such replacement Current ITFS Site. To the extent that any equipment being utilized as of the Effective Date by BSU to receive transmissions over the Channels located at a Current ITFS Site (the "Current ITFS Site Equipment") is owned by Sprint, such equipment hereby becomes the sole property of BSU, provided, however, that until the High Speed Internet Access Transition Date, Sprint will, at its sole cost and expense, repair, maintain and replace, as needed, the Current ITFS Site Equipment from the reception antenna up to the Video Demark Point (as defined herein). If Sprint, in the fulfillment of its obligations to maintain the Current ITFS Site Equipment, is required to replace any such equipment, such replacement shall remain the property of Sprint; provided, however, that if this Amended Agreement expires or terminates (other than pursuant to Section 10.B. or by Sprint pursuant to Section 10.A.) prior to the High Speed Internet Access Transition Date, any and all such replacement equipment shall become the property of BSU.

1. If prior to the High Speed Internet Access Transition Date, Sprint exercises its right pursuant to Section 3.A. to digitally compress the Video Program Track then prior to commencing digital transmissions Sprint shall install at no cost one digital converter/decoder at each of the Current ITFS Sites. Prior to commencing digital transmissions, Sprint shall also upgrade the reception antenna, downconverter, and the internal wiring system leading to a single television or the central signal input for an internal distribution system (such point

of connection hereinafter the "Video Demark Point") at any Current ITFS Site to the extent necessary to avoid any noticeable adverse effect upon the reliable reception of the Video Program Track at the Current ITFS Sites by virtue of the digital compression. Any equipment provided by Sprint to BSU pursuant to this Section 4.A.1. shall remain the property of Sprint and Sprint, at its sole cost and expense, will be responsible for all repairs, maintenance and replacement of such equipment from the reception antenna at such receive site up to the Video Demark Point; provided, however, that if this Amended Agreement expires or terminates (other than pursuant to Section 10.B. or by Sprint pursuant to Section 10.A.) prior to the High Speed Internet Access Transition Date, any and all such equipment provided by Sprint to BSU pursuant to this Section 4.A.1. shall become the property of BSU.

B. Provided Internet Access Sites.

1. Subject to Section 4.B.4., BSU may designate up to a total of ten (10) locations for the receipt of Internet access service at no recurring cost during the Term, five (5) of which locations may be designated prior to the High Speed Internet Access Transition Date, but after the Internet Launch Date. Each site designated by BSU shall, subject to Section 4.B.8., be within the Serviceable Area, shall utilize Licensee's Internet Access Service, and shall be able to, without interference, receive from and transmit to the facilities of the Sprint System used to provide Internet access service in accordance with FCC rules and regulations with a Standard Internet Access Installation (as such term is defined in Section 4.B.3., below) (such 10 sites, the "Provided Internet Access Sites").

2. Sprint shall make a Standard Internet Access Installation at no cost to BSU at the initial ten (10) Provided Internet Access Sites, as designated pursuant to Section 4.B.1. BSU shall be required to obtain any required approvals or permits prior to the making of a Standard Internet Access Installation at any Provided Internet Access Site. Subject to the provisions of Sections 3.B and 4.B.4., Sprint shall install the equipment comprising a Standard Internet Access Installation within ninety (90) days after the date BSU certifies to Sprint and provides such other evidence as Sprint reasonably requests that BSU has obtained and coordinated all required approvals or permits for the making of the Standard Internet Access Installation at the Provided Internet Access Site.

3. Each "Standard Internet Access Installation" shall consist of the installation of one antenna commonly installed within the Sprint System (however, in no event an antenna with a gain of more than 36 db, a largest dimension greater than one meter and a mast greater than 30 feet in height), a transceiver, a single-port cable modem, up to 150 feet of connecting coaxial cable run through existing, readily-accessible conduit or along floors and walls, and such other miscellaneous equipment as is required to connect such equipment to a single computer or to the central signal input for an internal distribution system (the "Internet Access Subscriber Site Equipment"), such point of connection being

referred to herein as the "Data Demark Point". Upon installation, the Internet Access Subscriber Site Equipment shall become the property of BSU. However, Sprint, at its sole cost and expense, will be responsible for all repairs, maintenance and replacement of the Internet Access Subscriber Site Equipment from the reception/transmission antenna up to the Data Demark Point at the Provided Internet Access Sites.

4. BSU acknowledges that Sprint is entering into this Amended Agreement in contemplation of the use of the Channels in the deployment of a complex two-way broadband wireless system utilizing MDS and ITFS spectrum licensed to multiple parties and that, in the design of this system, Sprint may employ, among other techniques, digitization, cellularization, sectorization, subchannelization and/or superchannelization of some or all of the MDS and ITFS spectrum in order to increase spectral efficiency and minimize intra-system and inter-system interference. BSU further acknowledges that due to, among other reasons, the need to coordinate that system design among a large number of applicants and licensees and to secure FCC approval of the contemplated facilities, the Internet Launch Date may occur prior to the deployment by Sprint of facilities capable of delivering Internet access service to all of the Provided Internet Access Sites. Therefore, Sprint shall be excused from making a Standard Internet Access Installation and thereafter providing Internet access service to any location selected by BSU as a Provided Internet Access Site that is unable to receive service in accordance with FCC rules and regulations with a Standard Internet Access Installation at such time from the then-operating facilities of the Sprint System that are being utilized to provide Internet access service. In the event that BSU designates a location as a Provided Internet Access Site that is unable to receive Internet access service in accordance with FCC rules and regulations at the time (due to a lack of line of sight or other circumstances beyond the control of Sprint), Sprint shall so notify BSU and BSU may designate a replacement Provided Internet Access Site at which Sprint will make a Standard Internet Access Installation and thereafter provide Internet access service within ninety (90) days of the deployment of facilities of the Sprint System capable of providing such service.

5. The parties recognize that the speed of Internet access service is subject to fluctuation for a variety of reasons, including user demand and system capacity, and that, subject to the limitations set forth in this Section, Sprint retains sole discretion to determine the average system throughput speed at which service will be provided over the Sprint System (such average system throughput speed if Sprint offers only one level of throughput with its residential service is hereinafter the "System Data Rate"). Sprint will make the System Data Rate available as the "Provided Data Rate" for the Provided Internet Access Sites. If and as Sprint increases or decreases the System Data Rate, such increased or decreased System Data Rate will become the Provided Data Rate which Sprint is required to provide to the Provided Internet Access Sites without discrimination. However, if Sprint makes multiple levels of service available to its residential

customers which provide for different data rates, the Provided Data Rate will equal the throughput speed associated with the highest standard level of service provided to Sprint's residential customers which does not require an equipment upgrade or the replacement of equipment at the then installed Provided Internet Access Sites; provided, that if and when BSU requests, Sprint will, subject to reimbursement by BSU for Sprint's actual cost of such equipment and labor, upgrade, or install additional equipment at, any installed Provided Internet Access Site as required to enable such Provided Internet Access Site to obtain the higher throughput speed associated with such higher level of residential service. Sprint will provide such upgrades or additional equipment for any uninstalled Provided Internet Access Site at Sprint's sole cost and expense.

6. In the event that BSU shall during the Term cease to utilize Licensee's Internet Access Service at a Provided Internet Access Site, such location shall no longer be considered as a Provided Internet Access Site and BSU shall so notify Sprint. In such event, BSU shall have the option of designating a replacement Provided Internet Access Site pursuant to the parameters set forth in Sections 4.B.1. and 4.B.2. (i.e. BSU is only entitled to the free installation of ten (10) Provided Internet Access Sites).

7. BSU acknowledges that Internet access over the Sprint System may, using certain technologies, require an unobstructed transmission path between the transmission site and any Provided Internet Access Site and that events beyond the control of Sprint, such as the construction of new buildings or the growth of trees, may block that path. In such case, upon notice from BSU, Sprint shall attempt to reorient the antenna at the Provided Internet Access Site to receive service from another transmission site if such service is permitted under the licensing for the Sprint System. If it is not possible for Sprint to provide service from another location, such Provided Internet Access Site shall no longer be considered a Provided Internet Access Site. In such event, BSU shall have the option of designating a replacement Provided Internet Access Site pursuant to the parameters set forth in Section 4.B.1. and Section 4.B.2. (i.e. BSU is only entitled to the free installation of ten (10) Provided Internet Access Sites).

8. BSU acknowledges that locations within the Serviceable Area may be in areas where the protected service area of the Channels overlap with the FCC-defined protected service area of ITFS or MDS licensees in markets other than the Market. In such event, BSU agrees that for purposes of Sections 5.A., 5.B., 5.C., 5.F. and 5.I., Provided Internet Access Sites shall not include any site that is located in the half of such overlap area that is furthest away from the Transmit Site, the halves of the overlap area being created by bisecting the overlap area with a line beginning and ending at the two points where the circles intersect.

C. Upgrading of Sites. BSU shall cooperate with Sprint in the making of technical modifications (including the installation of a new or modified decoder or modem or the replacement of the antenna, downconverter or transceiver with a

superior model) to any Current ITFS Site or Provided Internet Access Site should any such modification be required in order to avoid having facilities that are either proposed in an application submitted pursuant to Sections 5.A. or 5.B., contemplated by a Coordination Document submitted pursuant to Section 5.C., installed pursuant to Section 5.F., or installed by any other entity leasing capacity to Sprint, which would have a noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site using channels within the Sprint System that will provide for the reliable reception of the Video Program Track at the Current ITFS Sites (if prior to the High Speed Internet Access Transition Date) or noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites (if after the High Speed Internet Access Transition Date). Sprint shall complete such modifications at its sole cost and expense prior to the operation of such facilities. Any equipment provided by Sprint at no cost to BSU pursuant to this Section 4.C. will remain the property of Sprint and Sprint will be responsible at its sole cost and expense for all repairs, maintenance and replacement of such equipment from the antenna up to the Video Demark Point or Data Demark Point, as the case may be, provided, however, that in the event that this Amended Agreement expires or terminates (other than by Sprint pursuant to Section 10.A.), prior to the High Speed Internet Access Transition Date, any equipment provided pursuant to this Section will become the property of BSU.

D. Alternative Distribution. Sprint may utilize alternative distribution mechanisms to satisfy its obligation to deliver the Video Program Track to the Current ITFS Sites or to deliver Licensee's Internet Access Service to the Provided Internet Access Sites, provided that such use of alternative transport mechanisms (i) if prior to the High Speed Internet Access Transition Date, does not have a materially adverse effect on the delivery of the Video Program Track to the Current ITFS Sites or, if after the High Speed Internet Access Transition Date, does not noticeably impair the ability of BSU to utilize Licensee's Internet Access Service at the Provided Internet Access Sites, and/or (ii) does not adversely affect BSU's satisfaction of the ITFS minimum transmission requirements for the Channels under FCC rules.

E. Retained Capacity Access Sites.

1. Upon the High Speed Internet Access Transition Date, BSU may designate an additional number of locations (such number to be determined according to the Formula and will be subject to the terms and conditions set forth on Exhibit B hereof) for the receipt of Internet access service at the same average throughput speed Sprint provides to its basic residential service customers (the "Retained Capacity Access Sites"). Each site designated by BSU shall be within the Serviceable Area, shall utilize the Licensee's Internet Access Service, and shall be able to, without interference, receive from and transmit to the Transmit Site in accordance with FCC rules and regulations with a Standard Internet Access Installation. Furthermore, unless otherwise agreed by the parties, the number of Retained Capacity Access Sites installed in any given sector of a sectorized hub or cell site will not exceed ten percent (10%) of the capacity of such sectorized hub or cell site.

2. Sprint shall make a Standard Internet Access Installation at the Retained Capacity Access Sites subject to reimbursement by BSU of Sprint's actual costs without markup or profit. BSU shall be required to obtain any required approvals or permits prior to the making of a Standard Internet Access Installation at any Retained Capacity Access Site. Sprint shall install the equipment comprising a Standard Internet Access Installation within ninety (90) days after the date BSU certifies to Sprint and provides such other evidence as Sprint reasonably requests that BSU has obtained and coordinated all required approvals or permits for the making of the Standard Internet Access Installation at the Retained Capacity Access Site. Notwithstanding the foregoing, Sprint shall not be required to make more than twenty (20) Standard Internet Access Installations pursuant to this Section 4.E.2. in any thirty (30) day period.

3. Upon installation, the Internet Access Subscriber Site Equipment installed at a Retained Capacity Access Site shall become the property of BSU. Any Internet Access Subscriber Site Equipment provided by Sprint subject to reimbursement by BSU, will be maintained, repaired and replaced, as needed, by Sprint from the reception/transmission antenna up to the Data Demark Point, subject to reimbursement by BSU for Sprint's actual cost of labor and materials, without markup.

4. It is expressly acknowledged and agreed that the Retained Capacity Access Sites are not subject to the protections afforded to the Provided Internet Access Sites pursuant to this Amended Agreement, provided, however, subject to the provisions set forth in Exhibit B, Sprint agrees to provide Internet access service to the Retained Capacity Access Sites pursuant to the same terms and conditions as those contained in its contracts with its basic residential service customers.

SECTION 5. System Licensing and Deployment. BSU acknowledges that, although the Channels are currently operating from the Transmit Site for the transmission of video programming utilizing analog modulation: (a) Sprint is entering into this Amended Agreement in contemplation of the use of the Channels in the deployment of a complex two-way broadband wireless system utilizing MDS and ITFS spectrum licensed to multiple parties and that, in the design of this system, Sprint may employ from time to time, among other techniques, digitization, cellularization, sectorization, subchannelization and/or superchannelization of some or all of the MDS and ITFS spectrum in order to increase spectral efficiency and minimize intra-system and inter-system interference; and (b) BSU desires to migrate its usage of ITFS capacity from the transmission of video programming to Internet access. In furtherance of their objectives, the parties agree, subject to the other terms and conditions of this Amended Agreement (including, without limitation, the reimbursement by Sprint of the reasonable expenses incurred by BSU pursuant to Sections 5.A. through 5.F., both inclusive) as follows:

A. Applications for New or Modified Facilities. Subject to the provisions of Sections 5.E. and 11.C.2., BSU will complete, submit to the FCC on such date as requested by Sprint, and prosecute such applications for new response station

hubs, for new high-power boosters, for any modification to facilities utilizing the Channels (including changes in location, power, polarization, antenna system design or coverage, or modulation) or for the addition of the I channels associated with the Channels (in which case such I channels shall be considered Channels for purposes of this Amended Agreement) as Sprint requests from time to time during the Term which: (i) if prior to the High Speed Internet Access Transition Date, are not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such license modifications are to take effect upon or after the High Speed Internet Access Transition Date, are not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites. Sprint will provide BSU with the engineering portion of any application to be completed, submitted and prosecuted pursuant to this Section at least thirty (30) days in advance of the filing date specified by Sprint.

B. Channel Swaps. Subject to the provisions of Sections 5.E. and 11.C.2., BSU will complete, submit to the FCC on such date as requested by Sprint, and prosecute such applications as Sprint may request to effectuate an exchange of one or more of the Channels for the same number of ITFS or MDS channels (except MDS Channels 1, 2 or 2A) licensed in the same general geographic area as the Channels, and will thereafter consummate such exchange provided that: (i) if prior to the High Speed Internet Access Transition Date, such channel swap is not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such channel swap is to take effect upon or after the High Speed Internet Access Transition Date, is not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites. Notwithstanding the foregoing (i) BSU will not be required to consummate a channel swap to a MDS channel or channels licensed pursuant to a Basic Trading Area ("BTA") authorization unless the holder of such BTA authorization provides BSU at or prior to consummation with a written statement that the BTA authorization holder will consent to any future modification or addition of a response station hub or booster by BSU that would be permitted under the FCC's Rules were BSU deemed to have an incumbent MDS station with a 35-mile radius protected service area centered at the Transmit Site and (ii) such channel swap will not result in the reduction of the Adjusted Protected Service Area of any of the Channels. For purposes of this Amended Agreement, the "Adjusted Protected Service Area" means that part of the Channel's FCC defined protected service area that does not overlap with the FCC-defined protected service area of other ITFS or MDS licensees on co-channels or adjacent channels in service areas other than the Market plus that portion of the Channel's FCC defined protected service area which is located in the half closer to the Transmit Site of any area which overlaps with the FCC defined protected service area of another such ITFS or MDS licensee licensed for a market other than the Market, the halves of the overlap being created by bisecting the overlap area with a line beginning and ending at

the two points where the circles intersect. Effective upon consummation of such exchange, any Channel(s) assigned by BSU will no longer be considered as a Channel for purposes of this Amended Agreement, and any channel(s) assigned to BSU will be considered a Channel for purposes of this Amended Agreement. Notwithstanding anything to the contrary contained in this Section 5.B., a reduction in the actual service area of a Channel as the result of cellularization and/or sectorization, in and of itself, will not be deemed to be a reduction in the Adjusted Protected Service Area for purposes of this Amended Agreement.

C. Coordination With Other Licensees. Subject to the provisions of Sections 5.E. and 11.C.2., BSU agrees, upon request of Sprint, to execute and promptly return to Sprint any market coordination agreement, interference consent or similar document consenting to facilities of another licensee that would not otherwise be permitted under the FCC's rules and policies (a "Coordination Document") provided that: (i) if prior to the High Speed Internet Access Transition Date, the facilities contemplated by such Coordination Document are not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such channel swap is to take effect upon or after the High Speed Internet Access Transition Date, (a) the facilities contemplated by such Coordination Document are not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites and, (b) the Coordination Document does not reduce the Adjusted Protected Service Area of the Channels. Notwithstanding the immediately preceding sentence, a Coordination Document among or between ITFS, MMDS and/or MDS licensees within the Market shall not be deemed as causing a reduction in the Adjusted Protected Service Area for the Channels. Sprint will provide BSU with a draft of any Coordination Document submitted pursuant to this Section together with a draft of the engineering portion of any application (if any) to be consented to, and BSU will have thirty (30) days to review such Coordination Document and supporting documents (if any). If upon such review BSU reasonably believes that such Coordination Document violates the standards set forth in this Section 5.C., BSU will provide Sprint written notice stating with particularity any reasonable good faith objections, the reasons therefor and any possible suggestions to modify the Coordination Document as to comply with the standards set forth in this Section 5.C. Sprint will, in absolute good faith, respond in writing to each of BSU's such concerns and/or objections and use commercially reasonable efforts in light of the parties' obligations hereunder to alleviate any concerns that BSU may have with respect to such Coordination Document. It is agreed that each party has an affirmative duty to amicably resolve any disputes arising pursuant to their respective obligations under this Section. In the event the parties are unable to reach an amicable agreement within forty-five (45) days from the date on which Sprint provides BSU with a Coordination Document pursuant to this Section, subject to Section 11.C.2., BSU will nonetheless execute and deliver the Coordination Document to Sprint, subject to resolution of the dispute as further set forth in Section 11.C.2., it being understood and agreed that any Coordination Document so executed and delivered shall be contingent upon the resolution of such

dispute in favor of Sprint. Furthermore, any party in whose favor such Coordination Document extends, shall have agreed in writing to be bound by the determination of the dispute resolution process as set forth herein. Sprint will, at its sole cost and expense, as against any such third party, enforce BSU's rights with respect to facilities contemplated by a Coordination Document which is subject of a dispute resolution process as set forth herein. Notwithstanding the foregoing, BSU agrees to execute and deliver any Coordination Document consistent with the following sections of the Breckenridge Agreement (a form of which is attached hereto as Exhibit C): Section V.A. (with respect to any proposal for a new or modified facility in an adjacent market, if the Channels are operating with digital facilities); Section V.C. (with respect to any proposal by an incumbent facility (as of the Effective Date) in an adjacent market for a modified facility, and subject to the protections afforded in this Amended Agreement as to the Current ITFS Receive Sites and the Provided Internet Access Sites); and Section IX (with respect to any incumbent facility (as of the Effective Date) with an existing protected service area ("PSA") that overlaps the PSA of BSU).

D. Prosecution of Applications. BSU will promptly and diligently prepare, file and prosecute all necessary application amendments, briefs, pleadings, petitions for reconsideration, applications for review, waiver requests, documents and supporting data, and take all such actions and give all such notices as may be required or requested by the FCC or as may be appropriate to expedite the grant of the applications filed under this Amended Agreement without conditions materially adverse to BSU and Sprint. In the event any person petitions the FCC to deny one or more of the FCC applications filed under this Amended Agreement or otherwise opposes one or more of such applications before the FCC, or in the event the FCC enters an order granting one or more of such applications and any person petitions for reconsideration or review of such order before the FCC or appeals or applies for review in any judicial proceeding, then, if requested to do so by Sprint, BSU must oppose such petition before the FCC or defend such order of the FCC diligently and in absolute good faith, to the end that the objectives contemplated by this Amended Agreement may be achieved. In the event that the FCC denies one or more of the applications submitted under this Amended Agreement or grants one or more of such applications with conditions materially adverse to BSU and/or Sprint, then if requested to do so by Sprint, BSU must seek reconsideration or review of such action diligently and in absolute good faith, to the end that the objectives contemplated by this Amended Agreement may be achieved. If the FCC grants one or more such applications with conditions materially adverse to BSU, and Sprint does not request BSU to seek reconsideration of such action, subject to resolving any dispute involving whether such conditions are materially adverse to BSU or are otherwise permitted modifications or requirements of BSU pursuant to the terms of this Amended Agreement in the manner set forth in Section 11.C.2. (in the event Sprint objects to BSU's planned course of action), BSU may choose not to construct or otherwise implement the facilities authorized by such action, and may return such authorization to the FCC for cancellation.

E. Withdrawal of Application, Cancellation of Authorization or Delay in Construction. BSU acknowledges that due to the complexities inherent in

designing two-way digital broadband systems consistent with the FCC's rules and policies and coordinating such designs among multiple MDS and ITFS licensees or for other reasons, Sprint may, in its sole discretion, elect not to construct or operate facilities authorized to BSU by the FCC in granting an application submitted pursuant to Section 5.A. Upon request of Sprint, BSU agrees that it will withdraw any pending application submitted pursuant to Sections 5.A. or 5.B., return to the FCC for cancellation any authorization secured by grant of an application submitted pursuant to Sections 5.A. or 5.B., or withdraw any filing submitted pursuant to Section 5.D. In addition, if requested to do so by Sprint, BSU must complete, submit to the FCC on such date as reasonably requested by Sprint and prosecute such applications for additional time to construct any facility authorized by grant of an application submitted pursuant to Section 5.A. or to consummate any channel swap authorized pursuant to an application submitted pursuant to Section 5.B.

F. Permissible Modifications, Low-Power Boosters, Etc.. Sprint may install facilities (including low-power boosters) or make facility modifications that are permitted under the FCC's rules without prior FCC authorization provided that: (i) if prior the High Speed Internet Access Transition Date, such facilities are not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such facilities are to be installed upon or after the High Speed Internet Access Transition Date, such facilities are not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites. Sprint will provide BSU with the engineering portion of any notice or notification to be completed, submitted to the FCC and prosecuted pursuant to this Section at least thirty (30) days in advance of the installation or modification. Upon notice by Sprint of such installation or modification, BSU will complete and subject to Section 11.C.2., submit to the FCC on such date as reasonably requested by Sprint and prosecute such notices or notifications as are required under the FCC's rules.

G. Reimbursement of Reasonable Expenses. Sprint agrees to promptly reimburse BSU's reasonable engineering and legal costs to review the technical and any other portion of, complete and prosecute pursuant to Section 5.D., any application to be submitted pursuant to Sections 5.A. and 5.B., to review any Coordination Document and related materials submitted pursuant to Section 5.C., or to review and complete any submission requested pursuant to Section 5.E. or Section 5.F., provided that, if requested in writing by Sprint, BSU has given Sprint a good faith written estimate of such costs prior to incurring them and, in the event Sprint objects within a reasonable time in writing to such estimate as excessive, BSU has made a good faith effort to address Sprint's concerns.

H. Amelioration of Adverse Effect. In the event that facilities operated as the result of either: (i) the grant of any application submitted by BSU pursuant to Sections 5.A. or 5.B.; (ii) the submission to the FCC of any Coordination Document executed by BSU pursuant to Section 5.C.; (iii) any notification submitted by

BSU pursuant to Section 5.F.; (iv) any response station installation regardless of whether notice of such installation has been given or not been given to BSU pursuant to Section 5.I.; or (v) any other change in the facilities or operation of the Sprint System (as defined in Section 6.B.2.) within the control of Sprint, actually does have a noticeably adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site (if prior to the High Speed Internet Access Transition Date), or does noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites as they exist at such time (if after the High Speed Internet Access Transition Date), Sprint will, at its own expense, promptly take all steps, including but not limited to, upgrading such Current ITFS Site(s) (if prior to the High Speed Internet Access Transition Date) or Provided Internet Access Site(s) (if after the High Speed Internet Access Transition Date), to eliminate or reduce any such adverse effect to non-objectionable levels as determined in BSU's reasonable discretion. Sprint shall also respond in a timely manner to resolve any and all system maintenance or operational issues affecting the transmission and/or receipt of the Video Program Track or the Licensee's Internet Access Service. With respect to issues affecting the transmission and/or receipt of the Video Program Track, in the event that any noticeable adverse effect on the reliable reception at any Current ITFS Site of the Video Program Track caused by a modification made at the behest of Sprint is of such a magnitude that prevents such Current ITFS Site from receiving a usable picture, Sprint shall eliminate or reduce such adverse effect to non-objectionable levels as determined in BSU's reasonable discretion within ten (10) days of receipt of written notice from BSU of such deficiency. BSU recognizes that the construction, operation and marketing of Sprint's telecommunications services in compliance with the parameters set forth in this Amended Agreement requires that BSU provide prompt notice of any such noticeable adverse effect. Therefore, BSU will have an affirmative duty to promptly provide Sprint with written notice of any such noticeable adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site and Sprint shall not be required to terminate operation of such offending facility in the absence of prompt notice if such termination would, because of such delay in notice, have a material adverse effect on the business operations of Sprint. In the event that any noticeable adverse effect on the reliable reception at any Current ITFS Site of the Video Program Track does not prevent such Current ITFS Site from receiving a usable picture, Sprint shall eliminate or reduce such adverse effect to non-objectionable levels as determined in BSU's reasonable discretion within thirty (30) days of receipt of written notice from BSU of such adverse effect. With respect to issues affecting utilization of Licensee's Internet Access Service, Sprint will respond as least as quickly as Sprint responds to resolve such issues for other ITFS or MDS licensees or Sprint's paying subscribers, so as to restore BSU's ability to receive Licensee's Internet Access Service at the affected Provided Internet Access Site. Sprint's response and resolution of such issues will be at Sprint's expense, except where the problem arises from negligent or wrongful actions by BSU. BSU will fully cooperate with Sprint's efforts pursuant to this Section 5.H.

I. Notification Zones. BSU agrees that neither Sprint nor any FCC licensee providing MDS or ITFS capacity to BSU will be required either to provide

advance notice to BSU prior to any response station installation, or to professionally install any response station. In the event that BSU experiences any adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site (if prior to the High Speed Internet Access Transition Date) or any noticeable impairment on its ability to use Licensee's Internet Access Service at the Provided Internet Access Sites (if after the High Speed Internet Access Transition Date) due to block downconverter overload or any other technical problem arising from the proximity, frequency, power and/or directionality of any response station operated in connection with the Sprint System, Sprint will be obligated to ameliorate such adverse effect as specified in Section 5.H. BSU shall fully cooperate with Sprint's efforts to cure such interference.

J. Transmission Equipment.

1. **Provision of Transmission Equipment.** Throughout the Term, Sprint will provide BSU, at no cost, with the use of such transmitters, combiners, waveguide or coaxial cable, transmission or response station hub antennas and associated combiners, jumpers and connectors (some or all of which may be shared with other licensees) as is required to construct the transmission and response station hub facilities currently authorized by the FCC for the Channels or subsequently authorized pursuant to Sections 5.A. or 5.B. (unless such authorization is returned to the FCC by BSU for cancellation pursuant to Section 5.E.) or for which a notification is submitted pursuant to Section 5.F. (collectively, the "Provided Transmission Equipment"). Provided Transmission Equipment shall not include Internet Access Subscriber Site Equipment. Subject to the provisions of Section 5.L.2., Sprint will retain title to the Provided Transmission Equipment and will be responsible for the payment of all *ad valorem* taxes and other charges assessed against the Provided Transmission Equipment during the Term. Sprint, at its own cost and expense, may make such alterations of or attachments to the Provided Transmission Equipment as may be reasonably required from time to time by the nature of its business; provided however, that such alterations or attachments may not result in a noticeable adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site (if prior to the High Speed Internet Access Transition Date) or noticeable impairment of BSU's ability to use Licensee's Internet Access Service at the Provided Internet Access Sites (if after the High Speed Internet Access Transition Date) or violate any FCC rule.

2. **STL Equipment.** Until the High Speed Internet Access Transition Date, Sprint shall continue to provide BSU, at no cost, with the use of the existing point to point microwave link used to transport BSU's video programming from BSU's current studio production facilities to the Transmit Site (the "STL", such equipment utilized in the transmission of the microwave link, the "STL Equipment"). Subject to the provisions of Section 5.L.2., Sprint will retain title to the STL Equipment and will be responsible for the payment of all *ad valorem* taxes and other charges assessed against the STL Equipment during the Term.

3. **Operation and Maintenance.** Sprint will, at its sole expense (but subject to BSU's right to supervise the maintenance and operation of the equipment operating under its FCC authorizations), maintain and operate the Provided Transmission Equipment and, until the High Speed Internet Access Transition Date, the STL Equipment in good working order in compliance with the FCC's rules and sound engineering practices. BSU will promptly provide written notice to Sprint if any of the Provided Transmission Equipment or the STL Equipment is not, to BSU's knowledge, maintained in compliance with the foregoing sentence. The Provided Transmission Equipment and the STL Equipment may be replaced or repaired, at Sprint's sole discretion, from time to time for maintenance purposes, to complete construction of subsequently authorized facilities, or for other purposes. Sprint will have no liability to BSU for any losses or damages BSU may suffer due to any malfunction of the Provided Transmission Equipment, the STL Equipment or any other equipment utilized by Sprint to deliver Licensee's Internet Access Service to the Provided Internet Access Sites, unless such losses or damages result directly from any willful act or gross negligence of Sprint or any of its employees or agents. However, regardless of the cause of any malfunction, Sprint will use best efforts to restore service at the earliest possible time.

K. Site Availability. During the Term, Sprint will be responsible, at its sole cost and expense, for securing the rooftop, transmission tower, and equipment room space necessary for the installation of the transmission facilities (other than for facilities at the Provided Internet Access Sites) authorized to BSU for the Channels pursuant to this Amended Agreement.

L. Post-Agreement Considerations.

1. **Continued Operation At Transmit Site/Cell Sites.** Upon expiration or termination of this Amended Agreement (other than termination by Sprint pursuant to Section 10.A.), for so long as Sprint, in its sole discretion, utilizes space at locations to operate facilities for other MDS or ITFS facilities leased or owned by Sprint and BSU is authorized to operate facilities at such locations, Sprint will permit BSU shared access to any MDS/ITFS combiner, waveguide or antenna at such locations owned or leased by Sprint, and space for the Provided Transmission Equipment, provided: (a) that BSU reimburses Sprint for its *pro rata* share of the value of the shared equipment (based upon the number of Channels sharing such equipment as compared to the number of all MDS/ITFS channels using such equipment) and of the ongoing costs of owning or leasing such space (including lease fees, utility expenses, taxes, costs of maintenance and repair of the shared equipment or space, any tower or building on which the equipment is mounted or in which the equipment is stored, and the systems for lighting, heating, ventilating, and cooling the space) (based upon the amount of space utilized by the Channels); (b) that such use by BSU does not have a materially adverse effect by virtue of interruption, interference or similar causes upon Sprint or its business or any other MDS or ITFS licensee sharing the

equipment or space; and (c) any lease pursuant to which Sprint is operating at the cell site permits Sprint to allow BSU occupancy, which permission Sprint will use commercially reasonable efforts both during the term and, if necessary, at its conclusion, to secure.

2. **Post-Agreement Option to Purchase Equipment.** Upon expiration of the Term or the termination of this Amended Agreement pursuant to Section 10 and subject to the provisions of Section 5.M., BSU will have the option to purchase the Provided Transmission Equipment as such exists at the time, or, at Sprint's sole discretion, immediately available equipment comparable to such equipment for an amount equal to the greater of its replacement cost or fair market value. Such option may be exercised by giving written notice to Sprint within fifteen (15) days of the expiration of the Term or the termination of this Amended Agreement pursuant to Section 10 and the parties will use commercially reasonable efforts to consummate the transaction as soon thereafter as practicable.

3. **Cessation of Use/License for Downstream Transmissions.** Upon expiration or termination of this Amended Agreement, Sprint will immediately cease its use of the Channels. In addition, unless BSU then holds such authorizations, Sprint will arrange at no cost to BSU such channel swaps as are necessary for BSU to thereafter hold such authorizations which provide for at least twenty-five percent (25%) of the capacity of the Channels being licensed for point-to-multipoint transmissions.

M. Option to Purchase Video Equipment. Upon the High Speed Internet Access Transition Date, BSU will have the option to purchase for its fair market value the transmitter (or an immediately available comparable transmitter), a proportional interest in any shared equipment at the Transmit Site utilized for the transmission of the Video Program Track (or immediately available comparable equipment) and the STL Equipment. Such option may be exercised by providing Sprint with written notice of BSU's election within six (6) months of the High Speed Internet Access Transition Date. Notwithstanding the foregoing, if prior to the Internet Launch Date Sprint elects to not renew this Amended Agreement for a Renewal Term, the Term expires or this Amended Agreement is terminated by BSU pursuant to Section 10.A., BSU will have the option to purchase for the sum of One Dollar (\$1.00) the transmitter, a proportional interest in any shared equipment at the Transmit Site utilized for the transmission of the Video Program Track (or immediately available comparable equipment) and the STL Equipment.

N. Determination of Modification Standards. As used throughout this Amended Agreement, the determination of whether any facility or modification contemplated herein will be predicted to have, or does have a "noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site using channels included in the Sprint System which will provide for reliable reception of the Video Program Track at the Current ITFS Sites" shall be based upon the picture quality received at a Current ITFS Receive Site. Furthermore, for purposes of this Amended Agreement, new

or modified facilities will conclusively be deemed to not have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels included in the Sprint System which will provide for the reliable reception of the Video Program Track if such facilities are predicted to result in desired-to-undesired ratios superior to that which exist at the time the modification is proposed. The parties recognize that this Section contemplates that through advances in technology, picture quality may be maintained in spite of desired-to-undesired ratios being below the conclusive standard set forth in the immediately preceding sentence. The determination of whether any facility or modification contemplated herein “noticeably impairs the ability of BSU to utilize the Licensee’s Internet Access Service at the Provided Internet Access Sites” shall be determined based upon the comparison of the quality and reliability of service provided at the Provided Internet Access Sites and the level, quality and reliability of service provided at the access sites of Sprint’s paying subscribers subscribing to the same level of service as that provided to the Provided Internet Access Sites.

SECTION 6. Fees.

A. Incentive Payments. Sprint will pay to BSU a non-refundable Incentive Payment in the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) within thirty (30) days of the Effective Date of this Amended Agreement.

B. Monthly Fee. Commencing on the first full calendar month following the Effective Date and continuing through the earlier of: (i) the month in which the Internet Launch Date occurs or (ii) the month in which substantially all of Sprint’s video subscribers have discontinued their subscription for video service with Sprint (the earlier to occur being the “Payment Transition Date”), Sprint will pay to BSU the greater of the Monthly Minimum Payment, the Monthly Royalty Fee or the Monthly Subscriber Royalty Fee (as such terms are defined below). Commencing with the first full calendar month following the Payment Transition Date and continuing through the remainder of the Term, Sprint will pay to BSU the greater of the Monthly Minimum Payment or the Monthly Royalty Fee (the “Monthly Fee”).

1. **Monthly Minimum Payment.** Commencing with the first full calendar month following the Effective Date and continuing through the sixtieth (60th) full calendar month after the Effective Date, the Monthly Minimum Payment shall be Seven Hundred Fifty and No/100 Dollars (\$750.00). Commencing with the sixty-first (61st) full calendar month following the Effective Date and continuing for the remainder of the Term, the Monthly Minimum Payment shall be One Thousand and No/100 Dollars (\$1,000.00).

2. **Monthly Royalty Fee.** The Monthly Royalty Fee will be equal to one-half of one percent (0.5%) of System Adjusted Gross Revenue (as such term is defined below) for the Month.

(a) System Adjusted Gross Revenue for any given month will equal the gross revenues, adjusted pursuant to Section 6.B.ii.(b), collected by Sprint and/or any Sprint Affiliate from its customers (including without limitation both Sprint System subscribers and sublessees of capacity on the Sprint System) during that month for any communications services provided over the Sprint System (including multichannel video programming distribution, internet access services, private data networking services, telephony services, video conferencing services and pay-per-event video, audio or data services). The "Sprint System" is all facilities that (i) utilize the Channels; (ii) are the incumbent MDS or ITFS facilities listed on Exhibit D, as such may be modified from time to time, or any response station hub or booster authorized with respect to such facilities within their FCC-defined protected service area, as such may be revised by private agreement; or (iii) are collocated, integrated or used in conjunction with any facilities described in (i) or (ii) and utilize MDS or ITFS channels other than the Channels.

(b) System Adjusted Gross Revenue will not include:

(1) Equipment, installation and maintenance charges, including charges for the installation or activation of new equipment or services (to the extent that such installation or activation charges do not include a communications service component), charges for equipment sold, recurring lease fees for rented or leased equipment, and charges for the maintenance or repair of equipment;

(2) Third party pass-through charges (including governmental taxes, fees or charges), surcharges, universal service fund contributions, and charges billed on a purely "pass through" basis by Sprint to its subscribers for communications services (such as charges for collect calls or long distance telephone services) rendered by other entities. For purposes of this Section 6.B.ii.(b)(2), charges billed on a "purely pass through basis" shall mean that portion of any charge to the subscriber which in turn is paid to the third party by Sprint; or

(3) Revenue received for non-communications or ancillary services, including revenue for advertising services, web-hosting services, application hosting services, content-related products and services except for those specifically included under Section 6.B.ii.(a), electronic transaction services, data encoding

services, security services and add-on or adjunct services, including voice mail, call waiting, and caller I.D.;

provided, however, if Sprint or any Sprint Affiliate by itself or with any other party offers to its customers multiple services and/or products, the revenues from some of which are included in System Adjusted Gross Revenue ("Included Services") and for others of which are excluded from System Adjusted Gross Revenue ("Excluded Services"), at a combined rate that is less than the sum of the retail rates applied to such Included Services and Excluded Services individually (such combined pricing, the "Bundled Rate"), or if such customers are offered a discount on Included Services if they also purchase an Excluded Service, then the revenue included in System Adjusted Gross Revenue will equal the Proportionate Bundled Rate. The "Proportionate Bundled Rate" is calculated by dividing the retail rates normally employed for Included Services individually by the sum of the retail rates normally employed for Included Services and Excluded Services individually, multiplied by the Bundled Rate. For example, if Sprint combines its broadband wireless internet access service (an Included Service) with a normal retail rate equal to \$60.00 with Sprint PCS service (an Excluded Service) with a normal retail rate equal to \$40.00, and offers such combined services to its customers for \$80.00 (i.e. the Bundled Rate), the Proportionate Bundled Rate will equal \$48.00.

3. **Monthly Subscriber Fee.** The Monthly Subscriber Fee shall equal two and one-half cents (\$.025) per Subscriber (as defined below) per Channel which BSU leases to Sprint during said month (i.e., \$0.075 per Subscriber until October 16, 2003, and after October 16, 2003, \$0.10 per Subscriber). "Subscriber" is defined as a person or entity that is paying for Sprint's services over the Sprint System. The monthly subscriber calculation will be based on the average number of subscribers, which will equal the number of subscribers as of the last day of the prior month plus the number of subscribers as of the last day of the current month divided by two. In situations where Sprint's services are sold in bulk (that is, where a number of viewing units or terminals are grouped together for billing purposes), the number of subscribers will be determined by dividing the total monthly revenues derived from such bulk billing by Sprint's then prevailing retail monthly rate for the equivalent service to individual subscribers in the Sprint System.

C. **Payments.** The Monthly Fee for a given month must be sent to BSU at such address as BSU designates from time to time by first-class, United States Postal Service mail, no later than forty five (45) days after the last day of the month in question. Each payment of the Monthly Fee will be accompanied by a report accurately specifying the calculation of the Monthly Fee due for the month in question, including at

least the System Gross Revenues, the calculation of the Monthly Subscriber Royalty Fee and the Monthly Minimum Payment. Incentive Payments must be sent to BSU at such address by first-class, United States Postal Service mail when due.

D. Proration. If the Term ends on a date other than the last day of a calendar month, then the Monthly Fee for that partial month will be paid on a proportionate basis.

E. Right to Audit.

1. **Maintenance of Records.** Sprint shall at all times during the Term and for one (1) year thereafter keep, maintain and preserve complete and accurate records and accounts pertaining to its financial obligations hereunder for at least the preceding thirty-six (36) month period. Sprint shall also cause any Sprint Affiliate to which it has assigned, subleased or otherwise allowed to use the capacity of the Sprint System to keep, maintain and preserve such records and accounts relating to such assignment, sublease or use.

2. **Audit of System Gross Revenues Methodology, Calculation and Payment.** Within six (6) months of the date on which System Gross Revenue first reaches \$200,000.00 per month, Sprint will provide a report issued in conformity with Statement of Accounting Standard No. 70 "Reports on the Processing of Transactions by Service Organizations". Such report will be prepared by independent auditors and will provide an opinion on the controls placed in operation and tests of operating effectiveness of those controls in effect at Sprint and Sprint Affiliates with respect to the collection of revenues and the computation of System Gross Revenue. In the event such report indicates that Sprint's practices are not in compliance with the provisions set forth in Section 6, Sprint shall make payment to BSU of all amounts due from prior periods. In the event that Sprint or BSU alleges that there is a potential inaccuracy or inconsistency with the provisions of Section 6 specified in such report, and such dispute cannot be resolved by negotiation among Sprint, the accounting firm and BSU, BSU or Sprint shall have the right to submit the issue(s) to commercial arbitration as provided under Section 11.C. of this Amended Agreement.

3. **Results of Audit.** The records and corporate accounts of Sprint and any Sprint Affiliate to which Sprint has assigned, subleased or otherwise allowed to use the capacity of the Sprint System pertaining to the Monthly Fees due to BSU will be available for inspection and audit at Sprint's corporate offices at any time during the term of this Amended Agreement or within ninety (90) days thereafter, during reasonable business hours, by representatives of BSU or its designated certified independent auditor. BSU will be entitled to only one audit of Sprint's records and accounts during any calendar year and the audit will be limited to the records and accounts of Sprint relevant to the lease of BSU's Channels for the immediately preceding twelve (12) months, unless an error exceeding ten percent (10%) of the total is found, in which case

Sprint's records and accounts of the immediately preceding three (3) years may be audited. BSU will provide Sprint with thirty (30) business days advance notice of its intent to audit the records and accounts prior to being allowed to do so. All information obtained by BSU during any audit herein will be maintained by BSU in strict confidence as if such were Confidential Information (as such term is defined in Section 7.D.), except as reasonably necessary for BSU to enforce its rights under this Amended Agreement in any arbitration proceeding or court action as provided herein. If an error is found in the calculation of Monthly Fees, then BSU must provide a written report specifying the error to Sprint and Sprint will have thirty (30) days from the date of receipt of the report to verify the discrepancy. Any monies owed to BSU as a result of the audit must be paid in full within forty-five (45) days of verification by Sprint of the discrepancy together with interest thereon at the rate of nine percent per annum from the time such monies should have been paid through the date of actual payment. In addition, if any underpayment by Sprint exceed ten percent (10%) of the aggregate of the amounts actually owed for such twelve (12) month period, Sprint shall pay the reasonable expenses incurred by BSU in conducting the audit. If Sprint disputes that any monies are due and owing to BSU, Sprint will submit the matter to arbitration pursuant to Section 11.C.

F. Reimbursements. Where one party is required pursuant to this Amended Agreement to reimburse the other party for costs incurred, such payment will be sent to such address as the party to receive such reimbursement designates from time to time by first-class, United States Postal Service mail, no later than forty-five (45) days following receipt of an invoice and such supporting documentation as the party paying the reimbursement reasonably requests.

SECTION 7. Additional Covenants.

A. Maintenance of FCC Authorizations.

1. Preservation of Authorizations. During the Term, BSU must use its best efforts to secure and preserve the authorizations to use the Channels and to permit Sprint to use capacity thereon pursuant to the terms and conditions of this Amended Agreement. BSU must use its best efforts to obtain and maintain in force all licenses, permits and authorizations required or desired in connection with the use of the Channels pursuant to this Amended Agreement. BSU acknowledges that Sprint is leasing excess capacity on the specific frequencies assigned to the Channels and that Sprint would suffer a materially adverse effect were it denied the ability to utilize those frequencies as provided for herein. Except as set forth in Section 7.A.2., BSU will: (a) take all necessary steps to renew the licenses for the Channels prior to their expiration; and (b) avoid any act or activity which could reasonably be expected to cause the FCC to impair, restrict, revoke, cancel, suspend or refuse to renew the licenses for one or more of the Channels. Each of the parties hereto must take all reasonable steps to comply with the Communications Act of 1934, as amended, and the rules and

regulations of the FCC, and must timely file all reports, schedules and/or forms required by the FCC to be filed by it. The obligations of BSU under this Section 7.A.1. will include the obligation to provide Sprint with written notice of any issue, problem or other circumstance which may prevent BSU from maintaining the authorizations to use the Channels and to permit Sprint to use the capacity thereon pursuant to the terms and conditions of this Amended Agreement.

2. **Cancellation or Non-Renewal.** During the Term of this Amended Agreement, BSU may return any authorization for the Channels to the FCC for cancellation or elect not to renew any such authorization, provided that it gives one hundred eighty (180) days prior written notice to Sprint of its intent to do so. Upon written request of Sprint, BSU will assign at no cost such authorizations to such eligible entity as Sprint designates during such one hundred eighty (180) day period that is willing to assume all remaining obligations and benefits of such authorizations, subject to FCC consent. BSU will promptly and diligently prepare and file, and expeditiously prosecute any necessary assignment application and take all such actions and give all such notices as may be required or requested by the FCC or as may be appropriate in any effort to expedite the authorization of such assignment. Until such time as the FCC issues a Final Order (as such term is defined in Section 11.R.) disposing of the assignment application, BSU will not take any action that would jeopardize Sprint's rights under this Amended Agreement. In the event any person petitions the FCC to deny the assignment application or otherwise opposes the assignment application before the FCC, or in the event the FCC enters an order granting the assignment application and any person petitions for reconsideration or review of such order before the FCC or appeals or applies for review in any judicial proceeding, then BSU will oppose such petition before the FCC or defend such order of the FCC diligently and in absolute good faith, at Sprint's reasonable cost and expense, to the end that the assignment contemplated by this Section 7.A.2. may be finally consummated.

3. **Assignment of Authorizations.** Subject to the receipt of all necessary consents, including the consent of the FCC, BSU may assign all of its authorizations for the Channels on terms and conditions of its choosing to a third party eligible to hold such authorizations provided that prior to such assignment BSU agrees in writing to assign all of its rights and obligations under this Amended Agreement and such third party agrees in writing to assume all of BSU's rights and obligations under this Amended Agreement. Such written assignment and assumption must be provided to Sprint no less than sixty (60) days prior to the consummation of the proposed authorization assignment(s) and must be in form reasonably satisfactory to Sprint.

B. Coordination Documents. BSU acknowledges that the ability of the facilities utilizing the Channels to withstand interference, the design of those facilities and the coordination of that design with the design of other facilities licensed to or leased by Sprint is essential to the success of Sprint's business plans. Therefore, unless

requested by Sprint pursuant to Section 5.C., BSU will not execute or otherwise become a party to any Coordination Document.

C. Modification of Facilities. BSU acknowledges that the use of the specific frequencies assigned to the Channels, the design of the facilities utilizing the Channels and the coordination of that design with the design of other facilities licensed to or leased by Sprint is essential to the success of Sprint's business plans. Therefore, unless requested by Sprint pursuant to Section 5.A., BSU will not apply to the FCC for authority to add new facilities or to modify any facilities that utilize the Channels without obtaining the prior written consent from Sprint, which will not be unreasonably withheld, conditioned or delayed.

D. Confidentiality. BSU acknowledges that Confidential Information (as such term is defined below) may be made available to it pursuant to this Amended Agreement, and that such Confidential Information has been and will be developed by Sprint at considerable effort and expense and represents special, unique and valuable proprietary assets of Sprint, the value of which may be destroyed by unauthorized dissemination. Accordingly, except as may be required for the performance and/or enforcement in an arbitration proceeding or court action under or relating to this Amended Agreement, or compliance with any applicable law, during the Term and for a period of five (5) years thereafter, neither BSU nor any of its employees, representatives, agents or affiliates will make use of, disseminate, or in any way disclose any Confidential Information to any third person, firm, corporation or other entity for any reason whatsoever, said undertaking to be enforceable by injunctive or other equitable relief to prevent any violation or threatened violation thereof. BSU must exercise reasonable care to protect the Confidential Information and will disclose Confidential Information only to those of its employees, representatives, agents or affiliates who need to know such information. BSU may disclose Confidential Information if required by any judicial or governmental request, requirement or order, provided that BSU will take reasonable steps to give Sprint sufficient prior notice in order to contest such request, requirement or order by notifying Sprint of such request. As used herein, the term "Confidential Information" means information or material that has been created, discovered, developed or otherwise become known to Sprint (including, without limitation, information created, discovered, developed or made known to Sprint by third parties) which has commercial value in the telecommunications business and is treated or designated by Sprint as confidential, including any engineering design, manufacturing processes or source code, non-public financial information regarding Sprint, information relating to Sprint and Sprint Affiliate research and development, new product pricing and marketing plans of Sprint and Sprint Affiliate, and non-public information relating to Sprint's and Sprint Affiliates' operations, revenues, trade secrets or management practices. Notwithstanding the foregoing, non-public information relating to Sprint's negotiations and relations with BSU, the Sprint Corporation's Integrated On-demand Network (ION) project, ATM or DSL systems, and wireless access systems will be considered Confidential Information. Confidential Information does not include information which: (i) is or becomes generally available to the public, other than as a result of an unauthorized disclosure by BSU or any of its employees, representatives, agents or affiliates; (ii) was available to BSU on a non-

confidential basis prior to its disclosure to BSU; (iii) becomes available to BSU on a non-confidential basis from a source other than Sprint, provided that such source is not bound by a confidentiality agreement with Sprint or is not otherwise prohibited from transmitting the information to BSU; or (iv) information that BSU is required to disclose under applicable legal and regulatory requirements.

E. Cooperation. Sprint and BSU will each, within ten (10) business days of receipt, provide the other with copies of all correspondence, authorizations, forms or other documentation of any sort received from the FCC or any third party relating to the Channels or BSU's status as an ITFS licensee and all correspondence, forms, applications or other submissions by BSU or Sprint to the FCC and relating to the Channels, date-stamped by the FCC to evidence receipt. BSU and Sprint must promptly notify each other of any event of which it has knowledge that may affect any of the authorizations relating to the Channels or BSU's status as an ITFS licensee.

F. Further Efforts. The parties must utilize their best efforts to take such further action and execute such further applications, documents, assurances and certificates as either party may reasonably request of the other, consistent with the parties' rights and obligations under this Amended Agreement, in order to effectuate the purpose of this Amended Agreement. In addition, each party agrees that it will not take any action not otherwise authorized under this Amended Agreement which would adversely affect the rights granted by it to the other party hereunder.

G. Insurance.

1. **Policies Required.** At its expense, Sprint will secure and maintain during the Term with financially reputable insurers not less than the following insurance: (a) "All Risk" property insurance covering the Provided Transmission Equipment and STL Equipment (until the High Speed Internet Access Transition Date) for its full replacement value; (b) Commercial General Liability insurance covering liability resulting from Sprint's operation of the Provided Transmission Equipment and STL Equipment with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability and \$2,000,000 annual aggregate; and (c) Workers' Compensation, Business Auto liability and other insurance as required by law.

2. **Insurance Policy Forms.** BSU must be named as an additional insured or loss payee, as appropriate, on the above referenced insurance (except Workers' Compensation). Such insurance must be primary to any coverage which BSU carries.

3. **Proof of Insurance.** A certificate of insurance must be delivered to BSU evidencing that the above coverage is in effect and will not be canceled or materially altered without first giving BSU thirty (30) days' prior written notice. Renewal certificates must be delivered prior to the expiration of the term thereof.

4. **Waiver of Subrogation.** Anything in this Amended Agreement to the contrary notwithstanding, neither BSU nor Sprint will be liable to the other or to any insurance company insuring the other party (by way of subrogation or otherwise) for any loss or damage to any structure, building, equipment or other tangible property, or any resulting loss of income, even though such damage or loss might have been occasioned by the negligence of BSU or Sprint or any of their agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage, or was required of such party to be covered by insurance pursuant to this Amended Agreement, but only to the extent such loss is or should have been covered by such insurance. This waiver does not cover deductibles, i.e., the party causing or responsible for a loss will be liable for any and all deductibles under the insurance policies of either party and it will not be entitled to any payment or reimbursement thereof.

H. Prevention of Unauthorized Reception. Upon the request of Sprint, BSU will take such actions as Sprint reasonably requests to assist Sprint in preventing the unauthorized reception of transmissions over the Channels. Sprint will reimburse BSU for all costs reasonably incurred in connection with BSU's satisfaction of its obligations under this Section.

I. Covenant Not To Compete. BSU recognizes that, during the term of this Amended Agreement, BSU's cooperation with Sprint is essential to the success of Sprint's commercial venture, and that such cooperation may be impaired by conflicts of interest. BSU also recognizes that, during the Term of this Amended Agreement, BSU will become privy to Confidential Information concerning Sprint's business practices, technology, subscriber growth rates, business plans and other information which, if revealed to a competitor, could be used in a manner harmful to Sprint. Therefore, during the Term BSU will not, directly or indirectly, acting alone, through an affiliate, or as a member of a partnership or association, or other business entity: (i) offer, provide or deliver, utilizing the Channels or any other MDS or ITFS channels, any commercial telecommunications, video, voice, data or internet service within one hundred miles of the Transmit Site other than services which qualify as ITFS uses under Section 74.931 of the FCC's Rules as the same exist as of this Effective Date (a "Competing Service"); or (ii) lease or license any part of BSU's Capacity to a third party that offers, provides or delivers a Competing Service.

SECTION 8. Representations and Warranties.

A. Of Sprint. Sprint hereby represents and warrants to BSU that:

1. **Organization.** Sprint is duly organized, validly existing and in good standing under the laws of the state or commonwealth of its formation, and has full power and authority to carry out all of the transactions contemplated by this Amended Agreement.

2. **Authorization; Valid and Binding Amended Agreement.**

Sprint has taken all action necessary to authorize the execution and delivery of this Amended Agreement. The person or entity signing this Amended Agreement is duly authorized to execute and deliver this Amended Agreement and to legally bind Sprint to all of the terms, covenants and conditions contained in this Amended Agreement. Upon execution and delivery, this Amended Agreement will constitute a valid and binding agreement of Sprint, enforceable in accordance with its terms.

3. **No Violation.** Except as disclosed herein, neither the

execution and delivery of this Amended Agreement nor the consummation of the transactions contemplated hereby, will constitute or be conducted in such a manner as to be a violation of, be in conflict with, or constitute a default under, any term or provision of any agreement governing Sprint's formation or other governing instruments, or any agreement or commitment to which Sprint is bound, or any judgment, decree, order, regulation or rule of any court or governmental authority, or any statute or law. Except for approval of the FCC and state regulatory authorities, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Amended Agreement or with the performance of the transactions contemplated hereby.

4. **Litigation.** There is no action, suit, proceeding or

investigation pending or, to the actual knowledge of Sprint, threatened against Sprint before any court, administrative agency or other governmental body relating in any way to the transactions contemplated by this Amended Agreement. No unsatisfied judgment, order, writ, injunction, decree or assessment of any court or of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality relating in any way to this Amended Agreement or any other agreements, certificates or instruments to be executed and delivered herewith has been entered against and served upon Sprint. There is no action, proceeding or investigation pending or, to the best knowledge of Sprint, threatened against Sprint which questions or challenges the validity of or otherwise seeks to prevent the consummation or performance of this Amended Agreement.

B. Of BSU. BSU hereby represents and warrants to Sprint that:

1. **Organization.** BSU is duly organized, validly existing and

in good standing as a non-profit entity under the laws of the state or commonwealth of its formation, and has full power and authority to carry out all of the transactions contemplated by this Amended Agreement.

2. **Authorization; Valid and Binding Amended Agreement.**

BSU has taken all action necessary to authorize the execution and delivery of this Amended Agreement. The person or entity signing this Amended Agreement on behalf of BSU is duly authorized to execute and deliver this Amended Agreement

and to legally bind BSU to all of the terms, covenants and conditions contained in this Amended Agreement. Upon execution and delivery, this Amended Agreement will constitute a valid and binding agreement of BSU, enforceable in accordance with its terms.

3. **No Violation.** Except as disclosed herein, neither the execution and delivery of this Amended Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of, be in conflict with, or constitute a default under, any term or provision of any agreement governing BSU's formation or other governing instruments, or any agreement or commitment to which BSU is bound, or any judgment, decree, order, regulation or rule of any court or governmental authority, or any statute or law. Except for approval of the FCC, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Amended Agreement or with the performance of the transactions contemplated hereby.

4. **FCC Authorizations.** Set forth as Exhibit E is a true, correct and complete copy of each currently outstanding (as of the Effective Date) authorization that the FCC has issued to BSU to construct and/or to operate ITFS facilities utilizing the Channels (each an "FCC Authorization" and collectively, the "FCC Authorizations"). No application is presently pending before the FCC proposing any modification to any FCC Authorization. Each FCC Authorization, is issued pursuant to a Final Order and is unimpaired by any act or omission by BSU. There is no complaint, inquiry, investigation or proceeding pending before the FCC or, to the best knowledge of BSU, threatened which could result in the revocation, modification, restriction, cancellation, termination or non-renewal of, or other action adversely affecting, any FCC Authorization and BSU knows of no facts that, if brought to the attention of the FCC, could result in the revocation, modification, restriction, cancellation, termination or non-renewal of, or other action adversely affecting, any FCC Authorization. BSU has not entered into any agreement to permit any third party to utilize, whether or not for compensation, any portion of the capacity of the Channels.

5. **Interference Issues.** To the best of BSU's actual knowledge as of the Effective Date, except for agreements to which Sprint or a predecessor in interest of Sprint is a party or otherwise agreed to, BSU has not entered into any agreement which requires or could require any current or future facilities that operate on the Channels to utilize or comply with any particular technical parameters, to cease operation, to limit the hours of operation, or to accept interference. To the best of BSU's actual knowledge as of the Effective Date, except for Coordination Documents to which Sprint or a predecessor in interest of Sprint is a party or otherwise agreed to, BSU has not provided any Coordination Document to any third party or the FCC pursuant to which BSU agreed to accept any interference from any other party.

6. **Litigation.** There is no action, suit, proceeding or investigation pending or, to the actual knowledge of BSU, threatened against BSU before any court, administrative agency or other governmental body relating in any way to the transactions contemplated by this Amended Agreement. No unsatisfied judgment, order, writ, injunction, decree or assessment of any court or of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality relating in any way to this Amended Agreement or any other agreements, certificates or instruments to be executed and delivered herewith has been entered against and served upon BSU. There is no action, proceeding or investigation pending or, to the best knowledge of BSU, threatened against BSU which questions or challenges the validity of or otherwise seeks to prevent the consummation or performance of this Amended Agreement.

C. Survival of Representations and Warranties. The representations and warranties contained in this Amended Agreement will be deemed to be continuing during the Term of this Amended Agreement, and each party has the duty promptly to notify the other of any event or circumstance which might reasonably be deemed to constitute a breach of or lead to a breach of its warranties or representations.

SECTION 9. Indemnification.

A. By BSU. To the extent permitted by law, BSU hereby covenants and agrees to, and does hereby, indemnify, defend and save harmless Sprint, its directors, officers, shareholders, employees and agents (the "Sprint Indemnitees") from and against and shall reimburse any Sprint Indemnitee on demand for any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including, without limitations, reasonable court costs and attorneys' fees) of whatsoever kind or nature, which any of the Sprint Indemnitees may suffer, sustain, incur, pay, expend or lay out by reason, by virtue or as a result of any third party claim against any Sprint Indemnitee based on or alleging: (i) any breach or default by BSU of any of its covenants, agreements, duties or obligations hereunder; (ii) any breach or default of, or inaccuracy or omission in, any representation or warranty of BSU contained herein; or (iii) any negligence or willful misconduct of BSU, its officers, employees or agents in connection with the performance of this Amended Agreement. Moreover, BSU will forever protect, save, defend and keep the Sprint Indemnitees harmless and indemnify them against: (i) any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities resulting from third party claims of libel, slander or the infringement of copyright or the unauthorized use of any trademark, trade name, service mark or any other claimed harm or unlawfulness arising from the selection and/or transmission of any programming by BSU; and (ii) third party claims arising as a result of selection and transmission by BSU of programming or other material that is obscene, indecent, profane, or defamatory under 18 U.S.C. Sec. 1464, as it may be amended from time to time, or under any other federal statute, regulation or rule, or which is obscene, indecent, profane or defamatory under the laws of the state in which the Transmit Site is located.

B. By Sprint. To the extent permitted by law, Sprint hereby covenants and agrees to, and does hereby, indemnify, defend and save harmless BSU, its officers, employees and agents (the "ITFS Indemnitees") from and against and will reimburse any ITFS Indemnitee on demand for any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including, without limitations, reasonable court costs and attorneys' fees) of whatsoever kind or nature, which any of the ITFS Indemnitees may suffer, sustain, incur, pay, expend or lay out by reason, by virtue or as a result of any third party claim against any ITFS Indemnitee based on or alleging: (i) any breach or default by Sprint or any Sprint Affiliate of any of Sprint's covenants, agreements, duties or obligations hereunder; (ii) any breach or default of, or inaccuracy or omission in, any representation or warranty of Sprint contained herein; or (iii) any negligence or willful misconduct of Sprint or Sprint Affiliate, its officers, directors, stockholders, employees or agents in connection with the performance of this Amended Agreement or its offering of communications services over the Sprint System. Moreover, Sprint will forever protect, save, defend and keep the ITFS Indemnitees harmless and indemnify them against: (i) any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities resulting from third party claims of libel, slander or the infringement of copyright or the unauthorized use of any trademark, trade name, service mark or any other claimed harm or unlawfulness arising from the selection and/or transmission of any information by Sprint; and (ii) third party claims arising as a result of any selection and/or transmission by Sprint of programming or other material that is obscene, indecent, profane, or defamatory under 18 U.S.C. Sec. 1464, as it may be amended from time to time, or under any other federal statute, regulation or rule, or which is obscene, indecent, profane or defamatory under the laws of the state in which the Transmit Site is located.

C. Claims for Indemnification. Where indemnification under this Section is sought by a party (the "Claiming Party"): (i) it must notify in writing the other party (the "Indemnifying Party") promptly of any claim or litigation or threatened claim to which the indemnification relates; (ii) upon the Indemnifying Party's written acknowledgment of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party will afford the Indemnifying Party an opportunity to participate in and, at the option of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation (and the Claiming Party may not effect any such compromise or settlement without prior written consent of the Indemnifying Party), provided, however, that neither may the Indemnifying Party compromise or settle any claim or litigation without the prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Claiming Party, or consent to the entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by claimant to the Claiming Party a release from all liability with respect to the claim; and (iii) the Claiming Party will cooperate with the Indemnifying Party in its above-described participation in any compromise, settlement, defense or resolution of such claim or litigation. In the event that the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights.

D. Survival. The agreements of indemnification set forth in this Section will remain in full force and effect for a period of one (1) year following the termination or expiration of the Term unless, during such one (1) year period, a Claiming Party makes a claim against an Indemnifying Party pursuant to Section 9.C., in which event such claim will continue to be governed by the provisions of this Section 9 until a resolution of such claim has been completed with all applicable appeal periods having expired.

SECTION 10. Termination or Expiration.

A. Termination by Reason of Default. A party may terminate this Amended Agreement upon thirty (30) days written notice to the other party if the other party is in default and fails within such thirty (30) day period to cure such default; provided, however, if such default is not reasonably capable of being cured within such thirty (30) day period, this Amended Agreement may not be terminated so long as the party in default commences action to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable amount of time considering the circumstances. A party will be deemed to be in default under this Amended Agreement if it fails to comply with any material obligation, term or covenant of this Amended Agreement or if it breaches any material representation or warranty. It is understood and agreed, however, that BSU's loss of any authorization for any of the Channels shall not be deemed a default by BSU if BSU used best efforts to preserve such authorization as required by Section 7.A.1., or if the loss is for reasons beyond BSU's control. It is also agreed and understood that BSU's obligations to use best efforts as set forth in the immediately preceding sentence and Section 7.A.1. shall include the obligation to provide Sprint with prompt notice of any occurrence, circumstance, non-occurrence or event which may result in the loss of any authorization to lease or use the Channels and to provide Sprint the opportunity, at Sprint's sole election, to take any lawful action to maintain the authorizations for the Channels.

B. Termination of FCC Authorization. This Amended Agreement will terminate upon the issuance by the FCC of a Final Order terminating BSU's authority to utilize or lease the Channels.

C. Effect of Termination. Except as otherwise specifically provided in this Amended Agreement, and except with respect to Sections 1, 6.E., 7.D., and 11.O., upon expiration of the Term or in the event of the termination of this Amended Agreement, this Amended Agreement will no longer have any effect in establishing the rights and obligations of the parties hereto. Termination of this Amended Agreement pursuant to Section 10.A. will not affect or diminish the rights or claims or remedies available in equity or at law to the non-defaulting party arising by reason of any default leading to such termination. Termination pursuant to Section 10.B. will be without liability to either BSU or Sprint, unless such termination results from a default by a party under this Amended Agreement, in which case such termination will not affect or diminish the rights or claims or remedies available in equity or at law to the non-defaulting party arising by reason of such default.

SECTION 11. Miscellaneous.

A. Assignment of Agreement. Sprint and BSU each has the absolute right to assign its rights and obligations under this Amended Agreement, provided that the party making the assignment gives written notice to the other party, that the assignee agrees in writing to assume all of the duties and obligations of the assignor under this Amended Agreement, and that, in the case of an assignment by BSU, the proposed assignee acquires BSU's authorizations for the Channels and the provisions of Section 7.A.3. are complied with. Sprint may assign, pledge, hypothecate or grant a security interest in its rights under this Amended Agreement as collateral or security for any financing arrangements it makes. Sprint may also grant a security interest in any of the Provided Transmission Equipment and STL Equipment as collateral or security for any financing arrangement it makes; provided, however, that any security interest in any of the Provided Transmission Equipment or STL Equipment shall be made subject to the priority rights of BSU pursuant to the provisions of this Amended Agreement, including but not limited to Section 5.L.

B. Counterparts. This Amended Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

C. Dispute Resolution Through Arbitration.

1. **Dispute Resolution.** The parties will utilize good faith efforts to resolve any disputes arising out of or relating to the negotiation, execution, interpretation, performance or nonperformance of this Amended Agreement through amicable settlement discussions to be commenced by the giving of a written notice of dispute by the party claiming to be aggrieved. The notice of dispute must state with specificity the matters in dispute, the position of the party giving the notice of dispute and the rationale for that position. Except as provided in Section 11.C.2., below, if the parties fail to resolve the dispute by amicable settlement within fifteen (15) days from the date the notice of dispute is given, either party may then request the final settlement of such dispute through arbitration in the city and state in which the Transmit Site is located, under the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") by notifying the other party and the AAA in accordance with the Rules. The arbitration will be conducted by three (3) arbitrators appointed in accordance with the Rules and will be conducted pursuant to expedited and accelerated procedures. The arbitrators must decide the issues submitted to them in accordance with the provisions and commercial and educational purposes of this Amended Agreement.

2. **Preservation of Status Quo.**

(a) The parties will utilize commercially reasonable efforts to preserve the *status quo* between written notice of dispute and the

earlier of a settlement of the dispute or the issuance of a final decision by the arbitrators.

(b) BSU acknowledges the complexity of the system development Sprint intends to undertake, the practical necessity of coordinating among numerous MDS and ITFS licensees the execution and filing of applications and Coordination Documents, and the potential adverse impact under the FCC's rules and policies should the filing of such documents be delayed. In light of these and other considerations, the parties agree that time is of the essence with respect to any request by Sprint for BSU to complete and file any application submitted to it pursuant to Sections 5.A. or 5.B., to execute any Coordination Document submitted to it pursuant to Section 5.C., or to complete and file any notice or notification submitted to it pursuant to Section 5.F. (each of the foregoing, for purposes of this Section 11.C. being a "Section 5 Request"). If BSU believes that compliance with or effectuation of a Section 5 Request would (i) have a noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site that will provide for the reliable reception of BSU's Video Program Track at the Current ITFS Sites (if prior to the High Speed Internet Access Transmission Date), (ii) noticeably impair the ability of BSU to utilize Licensee's Internet Access Service at the Provided Internet Access Sites, or if such Section 5 Request is made pursuant to Section 5.B. or 5.C., result in a reduction of the Adjusted Protected Service Area, BSU's sole remedy is to give a written notice of dispute pursuant to Section 11.C.1. within thirty (30) days of Sprint's delivery of the Section 5 Request. If the parties are unable to settle the dispute amicably within fifteen (15) days, either may require that the matter be submitted for resolution by a mutually agreeable independent qualified industry engineering consultant to resolve any dispute as to the technical aspects of such Section 5 Request submitted to BSU, the costs of whom will be shared equally by the parties. In order to assure BSU ample opportunity to review any application, Coordination Document, notification or other document submitted to it by Sprint, the execution by BSU of an application, Coordination Document, notification or other document submitted by Sprint pursuant to a Section 5 Request prior to the expiration of such thirty (30) day period will be without prejudice to BSU's right to give a written notice of dispute and commence a dispute resolution procedure within the deadlines set forth in this Section. Notwithstanding the first sentence of Section 11.C.2., while any such dispute is pending: (a) BSU will, if it has not already done so, complete and file the application, execute the Coordination Document, or complete and submit the notice or notification, as the case may be, as requested by Sprint; and (b) BSU will refrain from withdrawing or failing to prosecute any application or renouncing any Coordination Document or otherwise jeopardizing FCC authorization of the contemplated facilities, and must

utilize absolute good faith efforts to prosecute the application to grant. In order to assure that BSU does not suffer any materially adverse effect during the pendency of any dispute resolution procedure: (a) should any facilities contemplated by any application or Coordination Document be authorized by the FCC while any dispute is pending, Sprint agrees that any such facilities will not be placed into operation unless and until the dispute is resolved favorably to Sprint; (b) Sprint will not place into operation any facilities that are permitted by the FCC without prior authorization if Sprint receives the notice of dispute prior to doing so; (c) Sprint will take all steps necessary to enforce BSU's rights with respect to a Coordination Document as specified in Section 5.C.; (d) BSU will not be required to consummate any disputed channel swap unless and until the dispute is resolved favorably to Sprint; and (e) Sprint will cease utilizing facilities installed pursuant to Section 5.F. or will return facilities modified pursuant to such Section to their prior configuration if the dispute is resolved unfavorably to Sprint. Notwithstanding anything to the contrary contained herein, in the event that a dispute relating to an application, Coordination Document, notification or other document submitted by Sprint pursuant to a Section 5 Request involves the interpretation or construction of this Amended Agreement (as opposed to the technical determination of whether a proposed action would violate the standards for a Section 5 Request as set forth herein) of this Amended Agreement, the matter will be submitted to arbitration in lieu of the engineer, provided, however that the other provisions of this Section 11.C.2. shall remain in operation.

3. **Finality of Arbitration Award or Engineer's Decision.**

The parties agree that the award of the arbitrators or the engineer's decision will be final and waive any right to trial by jury or to challenge the arbitrators' award or the engineer's decision. However, any party aggrieved by a default by the other may seek immediate injunctive relief pursuant to Section 11.P. before any court of competent jurisdiction set forth in Section 11.I. and agree that such relief will not be sought to avoid or stay the arbitration or the engineer's decision. Judgment on the award of the arbitrators or enforcement of the engineer's decision may be entered in any court having jurisdiction over the party against whom enforcement of the award is being sought. In their final award, the arbitrators may apportion the costs incurred in conducting the arbitration (including without limitation reasonable fees of counsel) between the parties as the arbitrators deem appropriate. Anything in this Amended Agreement to the contrary notwithstanding, in no event may the arbitrators award consequential damages unless the arbitrators determine that such damages were the result of the bad faith, malicious and willful misconduct of the losing party.

4. **Non-Conformance and Inaccuracy Objections.**

(a) If BSU in good faith reasonably believes that (a) the mere act of filing any application submitted to it pursuant to Section 5.A.

or Section 5.B.; or (b) that the execution and delivery of any Coordination Document submitted to it pursuant to Section 5.C., based upon the advice of competent legal counsel familiar with the rules and policies of the FCC applicable to ITFS, would cause BSU to be in violation of FCC rules or policies which would serve as the basis for the FCC to terminate BSU's authorizations to operate the Channels or impose administrative sanctions on BSU, BSU will, within thirty (30) days from the date on which Sprint submits to BSU the requested application or Coordination Document, provide Sprint with written notice setting forth with particularity the basis for such objection (a "Non-Conformance Objection"). Sprint will in absolute good faith respond in writing to each of BSU's concerns set forth in any Non-Conformance Objection. In the event the parties are not able to reach amicable agreement as to a resolution of the issues raised in the Non-Conformance Objection within fifteen (15) days of Sprint's receipt of the Non-Conformance Objection, Sprint, in its sole discretion, may submit the matter to the Chief of the Branch of the FCC responsible for ITFS licensing issues ("FCC Chief") for an informal decision. Upon such election by Sprint, BSU and Sprint will promptly arrange to jointly meet with FCC Chief and request an informal opinion as to whether the requested action which is the basis for the Non-Conformance Objection would be a violation of FCC rules or policies. BSU and Sprint agree to be bound by the determination of the FCC Chief's informal opinion, provided, however, that if an informal ruling is not available, Sprint may elect to submit the matter to FCC for a formal advisory ruling and in such event the parties agree to be bound by the determination of the FCC formal advisory ruling. Notwithstanding anything to the contrary contained in this Agreement, BSU will not be obligated to file an application or execute and deliver any Coordination Document which is the subject of a Non-Conformance Objection until the parties either reach amicable agreement as to the issues set forth therein or the FCC Chief issues an informal opinion, or if such informal opinion is unavailable, the FCC issues a formal advisory ruling, resolving the issue in favor of Sprint.

(b) If BSU in good faith reasonably believes, based upon the advice of FCC counsel familiar with FCC rules and policies applicable to ITFS, that any application submitted to it pursuant to Section 5.A. or Section 5.B., or that any Coordination Document submitted to it pursuant to Section 5.C. is inaccurate to the extent that the requested action would be in violation of FCC rules or policies which would serve as the basis for the FCC to terminate BSU's authorizations to operate the Channels or impose administrative sanctions on BSU, BSU will, within thirty (30) days from the date on which Sprint submits to BSU the requested application or Coordination Document, provide Sprint with written notice setting forth with particularity the basis for such objection (an "Inaccuracy Objection"). Sprint will in absolute good faith respond in

writing to each of BSU's concerns set forth in any Inaccuracy Objection within 15 days of Sprint's receipt of the Inaccuracy Objection. In the event that the parties are unable to reach amicable agreement as to the issues set forth in any Inaccuracy Objection, Sprint may, in its sole discretion, elect to submit the matter to the dispute resolution procedure set forth in Section 11.C.2., provided, however that BSU will not be obligated to file any application or execute and deliver any Coordination Document which is the subject of an Inaccuracy Objection until such time as the matter is resolved amicably or resolved in favor of Sprint pursuant to the dispute resolution procedure set forth in Section 11.C.2.

(c) This Section 11.C.4. will not be construed as permitting BSU to refuse to file an application submitted to it pursuant to Section 5.A. or Section 5.B., or to refuse to execute a Coordination Document submitted to it pursuant to Section 5.C. based upon the theory that it would abrogate licensee control and is therefore in violation of FCC rules or policies.

5. **Cooperation.** The parties must facilitate the arbitration or the engineer dispute resolution procedure by: (a) making available to one another and to the arbitrators or engineer (as applicable) for examination, inspection and extraction, all documents, books, records and personnel under their control if determined by the arbitrators or engineer (as applicable) to be relevant to the dispute and not otherwise privileged from disclosure, subject to written agreement by the arbitrators or engineer (as applicable) to hold all Confidential Information so disclosed in confidence; and (b) observing strictly the time periods established by the rules or by the arbitrators for submission of evidence or briefs. The parties acknowledge and agree that time is of the essence in resolving any dispute submitted to the dispute resolution process set forth herein.

D. Entire Agreement. This Amended Agreement constitutes the entire agreement between the parties and supersedes the Existing Agreement and all prior oral or written contracts or agreements of any kind. The parties further agree that this Amended Agreement may only be modified by a written agreement signed by both parties.

E. Force Majeure. If by reason of act of God, acts of public enemies, orders of any branch of the government of the United States of America, any state or any political subdivision thereof which are not the result of a breach of or default under this Amended Agreement, orders of any military authority, insurrections, riots, epidemics, fires, civil disturbances, explosions, or any other similar cause or event not reasonably within the control of the adversely affected party, either party is unable in whole or in part to perform its obligations hereunder, such party so unable to perform will not be deemed in violation or default of this Amended Agreement during the period of such inability and the other party shall be excused from performance of its obligations hereunder during such period of inability. If the period of inability extends beyond one hundred eighty

(180) days, the party that is able to perform its obligations may terminate this Amended Agreement without liability by providing thirty (30) days written notice to the other party at any time following the expiration of such one hundred eighty (180) day period.

F. Headings. The headings contained in this Amended Agreement are for convenience of reference only and do not affect in any way the meaning or interpretations of this Amended Agreement.

G. Governing Law. This Amended Agreement is governed by and is to be construed and enforced in accordance with the Communications Act of 1934, as amended, the FCC's rules, the laws of the state of Idaho and, with respect to arbitration, the Federal Arbitration Act.

H. Interpretation. In the event that this Amended Agreement requires interpretation or construction, this Amended Agreement will not be interpreted or construed more strictly against any one party by reason of any rule of interpretation or construction under which a document is to be construed more strictly against the drafting party.

I. Jurisdiction and Venue. Subject to the provisions of Section 11.C., any suit brought with respect to this Amended Agreement must be brought in the county or other applicable court district, or the Federal court district, in which the Transmit Site is located. For any and all such purposes, the parties hereto hereby irrevocably submit to the jurisdiction of such courts, waive all objections thereto (on the grounds of improper venue, forum non conveniens or otherwise), and agree that service of process upon each as provided in Section 11.K. will be effective to establish personal jurisdiction over it in such courts.

J. Licensee Control. Notwithstanding any other provisions of this Amended Agreement, BSU will at all times retain such ultimate and exclusive responsibility for the operation and control of the facilities licensed to it as is required by the FCC's rules.

K. Notice. Except for payments pursuant to Sections 6.C. and 6.F., all notices and other communications given or made pursuant to this Amended Agreement must be in writing and will be deemed received as of the first weekday (excluding Federal holidays) after being sent for next-day delivery by United States Postal Service Express Mail, return receipt requested, or by Federal Express or other reputable overnight courier, signature required, to the other party at the following address:

If to BSU:

Boise State University
c/o Ben Hamblen, Director, Instructional Technology
Simplot/Micron Instructional Technology Center 226
1910 University Drive

Boise, Idaho 83725.

with a copy to:

Todd D. Gray, Esq.
Dow, Lohnes & Albertson, pllc
1200 New Hampshire Ave. N.W.
Washington, D.C. 20036-6802

If to Sprint:

Wireless Broadband Services of America, LLC
Attn: Contract Administration Manager
6450 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHN0112 1A400

with a copy to:

Wireless Broadband Services of America, LLC
Attn: Vice President, Spectrum Management
6450 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHN0112 1A601

L. Payment of Expenses. Not later than forty-five (45) days after receipt of any invoice from BSU, Sprint shall pay BSU an amount equal to all reasonable legal and consulting engineering expenses in connection with efforts by BSU to obtain, renew, and continue in full force the authorizations for the Channels and to provide assistance to Sprint in licensing and other matters in connection with the performance of this Amended Agreement reasonably requested by Sprint from time to time during the Term. Sprint shall also pay all taxes, assessments and fees due from Sprint or BSU as a result of the use of the Channels for the provision by Sprint or any other party of communications services, including but not limited to any required contributions of BSU to the Universal Service Fund under the Telecommunications Act of 1996 and the FCC's rules and policies. Except as otherwise provided, BSU and Sprint will each pay its own costs and expenses incident to negotiating and fulfilling its obligations under this Amended Agreement. However, in any arbitration, enforcement proceeding based on an arbitration award, or other litigation between the parties arising out of or related to this Amended Agreement, the prevailing party therein is entitled to have its attorney's fees, reasonable expenses, related costs and costs of suit (if any) paid to the extent determined by the merits of the matter by the non-prevailing party. In the case of arbitration, the arbitrators will make such award; in any litigation, the court hearing the dispute will make such determination.

M. Reformation and Severability. If any provision of this Amended Agreement is determined by any court, the FCC or any other governmental authority to be invalid, illegal or incapable of being enforced, all other provisions will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon any determination that any provision is invalid, illegal or incapable of being enforced, or should Congress, the FCC or any other government authority adopt any new or modified law, rule or public policy such that any provision of this Amended Agreement would be invalid, illegal, incapable of being enforced, or incapable of being performed without a materially adverse effect upon the party responsible for such performance, the parties hereto will negotiate expeditiously and in good faith to modify this Amended Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible. If the parties are unable to negotiate a modification of this Amended Agreement under such circumstances, this Amended Agreement may be terminated by the party that would suffer a materially adverse effect as a result.

N. Relationship of the Parties. BSU and Sprint acknowledge and agree that by the provisions of this Amended Agreement they are entering into an airtime lease relationship and not a joint venture. Neither party will present itself as the other party, nor as having any relationship with one another other than that set forth under the terms of this Amended Agreement. The parties hereto agree that any and all contracts entered into between Sprint and its customers or any other entity shall be for the sole benefit of the parties thereto and shall not be interpreted or construed in any manner as obligating BSU to perform for the benefit of such customers, nor shall such contracts be interpreted or construed as creating in BSU any rights as a third party beneficiary or as otherwise entitling BSU to the benefits of such contracts. BSU shall not be liable to Sprint's customers by virtue of leasing excess capacity under this Amended Agreement and, except as expressly stated herein, BSU shall have no claim to any revenues derived from such customer's use of the Sprint System or from Sprint's contracts or other relationships with such customers or any other entity.

O. Right of First Refusal. Except during any period after which Sprint pursuant to Section 2 has given notice to BSU of its election not to extend this Amended Agreement for a Renewal Term, and the period beginning six (6) months prior to the expiration of the Term, BSU will not during the Term entertain offers from, negotiate with, or enter into any agreement with a third party pertaining to the lease or use for purposes other than ITFS uses as set forth in Section 74.931 of the FCC's Rules (as the same exists as of the Effective Date) by such third party of any or all of the capacity of the Channels. Unless this Amended Agreement is not extended by Sprint pursuant to Section 2 or is terminated by BSU pursuant to Section 10.A., Sprint will have the exclusive right (the "Right of First Refusal") to match the material terms and conditions of any bona fide offer to lease or otherwise use after the Term any or all of the capacity of the Channels, provided such offer is received by BSU during the Term or within eighteen (18) months of the expiration of the Term (the "Right of First Refusal Period").

1. If BSU receives any offer or otherwise commences any negotiations with any third person to enter into an agreement to lease or otherwise use any or all of the capacity of the Channels for non-ITFS purposes within the Right of First Refusal Period, BSU must provide written notice to the third party advising such third party of the Right of First Refusal.

2. If BSU desires to accept any offer to lease or otherwise allow the use for non-ITFS purposes by a third party of any or all of the capacity of the Channels, BSU must first provide written notice to Sprint, identifying the person with whom the proposed agreement is to be made, describing all of the material terms and conditions of the proposed agreement, and representing its intent to accept the offer in the event that Sprint does not elect to match the offer on substantially the same material terms and conditions as those contained in the notice (the "Lease Offer Notice"). Sprint will have a period of thirty (30) days after its receipt of a Lease Offer Notice from BSU in which to elect, by giving written notice (the "Lease Offer Acceptance") to BSU, to enter into an agreement on the same terms and conditions (except as provided in Section 11.O.4.) as contained in the Lease Offer Notice. If Sprint does not give a Lease Offer Acceptance within the requisite thirty (30) day period, BSU may enter into an agreement with such third party upon the terms and conditions set forth in the Lease Offer Notice. In connection with the foregoing, BSU agrees that it may not accept any offer, including, but not limited to, an offer to lease or an offer to refrain from leasing excess capacity on the Channels, that includes terms and conditions that have the sole purpose or necessary effect of preventing Sprint from exercising its Right of First Refusal, it being understood, however, that an offer to lease on financial or other terms deemed unreasonable or unattractive to Sprint will not be deemed as preventing Sprint from exercising its Right of First Refusal.

3. In the event that Sprint does not exercise its Right of First Refusal with respect to any offer, and any material term of such offer is subsequently changed, before accepting such changed offer, BSU must follow the procedures specified in the foregoing subsections, providing Sprint with notice regarding the revised offer and giving Sprint the opportunity to exercise its Right of First Refusal with regard thereto.

4. If the Lease Offer Notice provides that any consideration is to be paid by the third person in whole or in part in a form other than cash, if Sprint is able to provide or procure comparable non-cash consideration, Sprint will so provide or procure. In the event Sprint is unable to provide or procure comparable non-cash consideration, Sprint may substitute, in whole or in part, for such non-cash consideration an amount in cash fairly equivalent to the fair market value of the non-cash consideration payable by the third person. The Lease Offer Acceptance must specify the amount of any such substitute cash consideration and the non-cash consideration for which it is intended to substitute. If BSU disputes that the substitute cash consideration specified by Sprint is in an amount fairly equivalent to the fair value of the non-cash consideration payable by the third

person, BSU must within five (5) days after receipt of the Lease Offer Acceptance provide Sprint with a written notice specifying the amount it considers to be fairly equivalent to the fair value of the non-cash consideration payable by the third person (the "Lease Counter-Offer"). The question of the fair value of the non-cash consideration will be referred to the American Arbitration Association pursuant to Section 11.C. unless Sprint gives BSU written notice within five (5) days after its receipt of the Lease Counter-Offer that it agrees to enter into an agreement containing the fair value set forth in the Lease Counter-Offer. In the event the question of the fair value of the non-cash consideration is referred to the American Arbitration Association, BSU will not enter into any agreement with the third party until five (5) days after determination by the arbitrator. Upon such determination, Sprint will have the option of agreeing to enter into an agreement containing the fair value determined by the arbitrator by giving written notice of such election to BSU within five (5) days of the arbitrator's determination.

P. Specific Performance. Each of the parties acknowledges and agrees that the rights reserved to the other are of a special, unique, unusual and extraordinary character, which gives them peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law and the breach by either party of any of the provisions hereof (other than provisions calling for the payment of money) will cause the other irreparable damage and injury. In such event, the non-defaulting party will be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services and undertakings required under this Amended Agreement, including the obtaining of all requisite authorizations to execute or perform this Amended Agreement, and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions hereof. Neither this provision nor any exercise by any party of rights to equitable relief or a specific performance herein granted will constitute a waiver of any other rights which the non-defaulting party may have to damages or otherwise.

Q. Waiver. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or covenant or other obligation herein. The express or implied waiver by either party of any breach of any representation or warranty or any failure to fulfill any covenant or other obligation under this Amended Agreement will not constitute a waiver of any other representation or warranty or of any other failure in the future or in the past by the other party to fulfill such representation, warranty, covenant, or obligation hereunder.

R. Word Meanings. As used in this Amended Agreement, the term "including" is deemed to mean "including, without limiting the generality of the foregoing." A "Final Order" means an order of the FCC which is effective, which is not subject to any petition for reconsideration, petition to deny or informal objection, application for review, notice of appeal, petition for writ of *certiorari* or request for stay and the time for any party to seek such relief or for the FCC to grant such relief *sua*

sponte has expired. All pronouns and any variations therefor are deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

S. Survival of Obligations. All obligations of Sprint or BSU which by their nature involve performance, in any particular, after the end of the Term, or which cannot be ascertained to have been fully performed until after the end of the Term, will survive the expiration or sooner termination of the Term.

T. No Publicity Without Consent. Neither party will issue or permit the issuance of any press release or publicity regarding the other or this Amended Agreement without prior coordination with and advance written approval by the other party, which may be granted or withheld at the other party's sole discretion.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed by their duly authorized officers as of the Effective Date.

**IDAHO STATE BOARD OF EDUCATION
on behalf of BOISE STATE UNIVERSITY**

By: 
Name: Harold E. Deen, Jr.
Title: SP Finance & Administration
Date: 11-7-01

WIRELESS BROADBAND SERVICES OF AMERICA, LLC

**By: TDI ACQUISITION CORPORATION
Its: Sole Member**

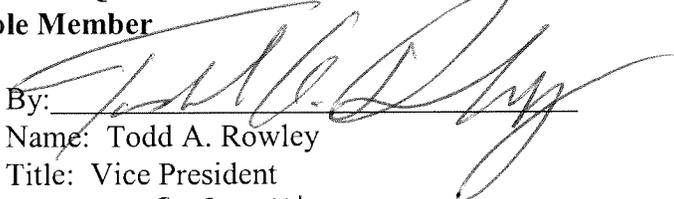
By: 
Name: Todd A. Rowley
Title: Vice President
Date: 5-21-04

EXHIBIT A
CURRENT ITFS SITES

Mountain Home AFB Education Center
Attn: Sarah Murray
665 Falcon
Mountain Home AFB, ID 83648

Gowen Field Education Center
Attn: Sarah Murray
Building 521
Gowen Field AFB, ID

Canyon County BSU Center
Attn: Annette Durham
2407 Caldwell Blvd.
Nampa ID 83657

Boise West Campus, Nampa
This location is now under construction and no street address has been assigned.

Ada Community Library
Attn: Teri Wear
10664 W. Victory Road
Boise ID 83709

Meridian Library
Attn: Nan Bockelman
1326 Cherry Lane
Meridian ID 83642

Mercy Medical Center, Nampa
Attn: Lyn Siebold
1512 12th Ave. Road
Nampa ID 83685

Saint Lukes Regional Medical Center
Attn: Tom Row
190 E. Bannock
Boise ID 83712

Saint Alphonsus Regional Medical Center
Attn: Noreen Pusey
1055 N. Curtis Road
Boise ID 83706

Micron Technology Corporate Education
Attn: Heather Sugg
8000 S. Federal Way
Boise ID 83716

Hewlett Packard Corp, Print Division
Attn: Employee Development
11311 Chinden Blvd.
Boise ID 83714

Zilog Manufacturing, Nampa
Attn: Diana Presley
1401 N. Kings Road
Nampa ID 83687

J.R. Simplot Food Division
P.O. Box 1059
Caldwell, Id. 83605

EXHIBIT B
RETAINED CAPACITY ACCESS SITES**RETAINED CAPACITY ACCESS SITE DETERMINATION**

BSU acknowledges that in addition to contributing the Leased Excess Capacity in the deployment of Sprint's two-way broadband wireless system, BSU has requested that Sprint include the Retained Capacity in the deployment of such two-way broadband wireless system. In exchange for the use of the Internet service provider component, equipment and facilities, BSU agrees to pay Sprint based upon the number of Retained Capacity Access Sites at which BSU, or its designee, utilizes Sprint's high speed Internet access service. The fee with respect to each Retained Capacity Access Site to which Sprint provides Internet access service will be paid monthly by BSU and will equal fifty percent (50%) of the normal recurring monthly retail rate which Sprint charges to its customers for such service.

The number of Retained Capacity Access Sites to which BSU will be entitled pursuant to Section 4.E.1 of the Amended Agreement shall be determined pursuant to the application of the Formula (as defined below). The initial number of Retained Capacity Access Sites will be calculated utilizing predicted values and engineering information provided by Sprint as of the High Speed Internet Access Transition Date. Upon the written request of BSU the number of Retained Capacity Access Sites will be recalculated utilizing the current values and engineering information as of the immediately preceding anniversary of the High Speed Internet Access Transition Date, provided, however, the number of Retained Capacity Access Sites will not be less than the number of Retained Capacity Access Sites which BSU currently has installed and is operating at the time of any such recalculation. For example, if immediately prior to a recalculation, BSU is operating 100 Retained Capacity Access Sites, and upon recalculation the Formula provides that BSU is entitled to 90 Retained Capacity Access Sites, the number of Retained Capacity Access Sites to which BSU will be entitled will be the greater of such two numbers (i.e. 100). In addition to the foregoing, in no event will BSU be entitled to additional Retained Capacity Access Sites if the number of Retained Capacity Access Sites equal more than five percent (5%) of the total Internet access sites operating on the Sprint System at any such time. Within thirty (30) days after receipt of written request from BSU, Sprint will provide BSU with reasonable back-up information and data substantiating any such calculation from time to time.

Definitions:

"System Capacity" means the number of Internet access sites which Sprint calculates to be the maximum number of high speed Internet access sites at the throughput speed offered to its basic residential service customers which can be installed and operated with the then existing engineering design of Sprint's wireless broadband system using the Data System Channels then incorporated for use in such system. Such capacity may vary from time to time

depending upon re-use of channels, modulation technique, number of channels incorporated, system usage patterns of Sprint’s customers and other technical limitations or enhancements.

“Contributed Channels” means the number of 6 MHz Channels contributed to the Sprint System by BSU pursuant to this Amended Agreement (i.e. 4).

“Data System Channels” means the total number of 6 MHz ITFS or MDS channels utilized in the Sprint System less the number of channels utilized solely for the transmission of one-way video programming.

“Formula” means the following formula for calculating the number of Retained Capacity Access Sites to which BSU is entitled from time to time.

$$\text{Retained Capacity Access Sites} = \left[\text{System Capacity} \times \frac{\text{Contributed Channels}}{\text{Data System Channels}} \times \text{Retained Percentage} \right] - \text{Provided Internet Access Sites}$$

“Provided Internet Access Sites” means those Internet access sites provided at no recurring cost to BSU pursuant to Section 4.B.1 of the Amended Agreement.

“Retained Percentage” means the percentage of the total capacity of the Contributed Channels which licensee retains for the use of Sprint’s Internet access service pursuant to Section 3.B. (i.e. 5%).

“Retained Capacity Access Sites” means the number of Retained Capacity Access Sites to which BSU is entitled pursuant to Section 4.E.1. of the Amended Agreement. The number of Retained Capacity Access Sites will be determined by the Formula.

Numerical Example:

Item	Value
1. Retained Percentage	.05
2. Contributed Channels	4
3. System Capacity	20,000
4. Data System Channels	10
5. Provided Internet Access Sites (“P”)	5
6. Retained Capacity Access Sites	395

**EXHIBIT C
BRECKENRIDGE AGREEMENT**

EXHIBIT D
THE SPRINT SYSTEM*Incumbent MDS Stations*

Licensee	Call Sign	Channel(s)
WBSB Licensing Corporation	WMH-801	MDS-1
WBSB Licensing Corporation	WHT-797	E-Group
WBSB Licensing Corporation	WLW-924	F-Group
Tharrell D. Ming	WNTJ-839	H1
Tharrell D. Ming	WNTJ-729	H2
Richard J. Amons, Jr.	WNTJ-801	H3

ITFS Stations

Licensee	Call Sign	Channel(s)
NACEPF	WLX-813	A-Group
Idaho State Board of Education	WHR-688	B1, B2
WBSB Licensing Corporation	WMX-644	C-Group
Canyon County Schools	WNC-735	D1, D2
Idaho State Board of Education	WHR-689	D3, D4
WBSB Licensing Corporation	WMX-646	G-Group

**EXHIBIT E
FCC AUTHORIZATIONS**

Copies of the FCC Authorizations follow.

Id 6 244 1



United States of America

**FEDERAL COMMUNICATIONS COMMISSION
INSTRUCTIONAL TELEVISION FIXED SERVICE
BROADCAST STATION CONSTRUCTION PERMIT / LICENSE**

STATE BOARD OF EDUCATION (IE/PBS)
1910 UNIVERSITY DRIVE
BOISE, ID 83725

Call Sign: WHR688

File Number: BLNPIF-19990914AAD

Grant Date: September 22, 1999

Required Completion of Construction
Date: March 22, 2000

This License Expires: September 16, 2004

Subject to the provisions of the Communications Act of 1934, as amended, treaties, and Commission Rules, and further subject to conditions set forth in this permit, authority is hereby granted to construct an Instructional Television, Fixed Service broadcast station as located and described below.

Equipment and program tests shall be conducted only pursuant to Sections 74.13 and 74.14 of the Commission Rules.

This permit shall be forfeited if the station is not ready for operation within the time specified or within such further time as the Commission may allow unless completion of the station is prevented by causes not under the control of the permittee. See Section 1.599 of the Commission Rules.

Name of Licensee: STATE BOARD OF EDUCATION (IE/PBS)

Station Location: BOISE, ID

Channel(s) (Frequency(Mhz):Offset) :
B1(2506-2512:ZERO), B2(2518-2524:ZERO)

Transmitter Antenna location (address or description):
DEER POINT, 17.7 KM NORTHEAST OF BOISE, BOISE, ID

Antenna Coordinates: North Latitude : 43° 45' 18"
West Longitude : 116° 5' 52"

Ground Elevation above mean sea level : 2147.60 Meters
Overall height of antenna structure above ground: 14.30 Meters

Emission Designator:

Emission	Visual	Aural	Modulation
-----	-----	-----	-----
Analog	5M75C3F	250KF3E	

Callsign: WHR688

Transmitter Antenna System:

Make Model	Azimuth	EIRP (dBw)	Beam Tilt	RCAMSL (m)	Pol	Ant Type
AND HMD16VC	220.00	28.00		2156.70	V	D

Protected Service Area:

Circle with Radius of 56.33 km (35 miles):

Coordinates: North Latitude : 43° 45' 18"

West Longitude : 116° 5' 52"

Transmitter Antenna Marking And Lighting Specifications:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required.

Callsign: WHR688

File Number: BLNPIF - 19990914AAD

NO	LATITUDE	LONGITUDE	TRANSMITTER	ANTENNA	ASRN	RCAMSL (M)
1	N 43°40' 3"	W 116°44' 4"	"N/A"	CHA 4336	"N/A"	(None)
2	N 43°39' 37"	W 116°18' 58"	"N/A"	CHA 4336	"N/A"	(None)
3	N 43°36' 54"	W 116°23' 43"	"N/A"	CHA 4336	"N/A"	(None)
4	N 43°36' 49"	W 116°15' 41"	"N/A"	CHA 4336	"N/A"	(None)
5	N 43°36' 48"	W 116°11' 31"	"N/A"	CHA 4336	"N/A"	(None)
6	N 43°36' 23"	W 116°17' 9"	"N/A"	CHA 4336	"N/A"	(None)
7	N 43°36' 20"	W 116°36' 9"	"N/A"	CHA 4336	"N/A"	(None)
8	N 43°36' 14"	W 116°12' 11"	"N/A"	CHA 4336	"N/A"	(None)
9	N 43°34' 36"	W 116°18' 52"	"N/A"	CHA 4336	"N/A"	(None)
10	N 43°33' 16"	W 116°34' 8"	"N/A"	CHA 4336	"N/A"	(None)
11	N 43°33' 14"	W 116°12' 32"	"N/A"	CHA 4336	"N/A"	(None)
12	N 43°31' 58"	W 116° 8' 26"	"N/A"	CHA 4336	"N/A"	(None)
13	N 43° 1' 15"	W 116°58' 25"	"N/A"	CHA 4336	"N/A"	(None)

Special Operating Conditions Or Restrictions:

1. If construction is not completed by the specified date, and no application for extension of the construction date (FCC Form 701) is on file, this authorization will be subject to cancellation.
2. During the process of construction, the licensee, without further authority from the Commission, may conduct equipment tests for the purpose of such adjustments and measurements as may be necessary to assure compliance with the terms of the license, the technical provisions of the application therefore, the technical requirements of Commission Rules, and applicable engineering standards.
3. Upon completion of construction, the licensee, without further authority from the Commission, may conduct service or program tests. Within ten (10) days of commencement of such tests, licensee must notify the Commission, in writing, in accordance with the terms of that permit, that construction has been completed and that the station operated with the terms of the license, the technical provisions of the application therefore, technical requirements of the Commission Rules, and applicable engineering standards. The original of such notification is to be filed with the Secretary, with a copy to Video Services Division, Mass Media Bureau.
4. Licensee must notify the Commission, in writing, if any authorized channel is not used for more than one year. Non-use of channels will result in their forfeiture. See Section 74.932(d) of the Commission Rules.
5. This License is issued for a period of 10 years and will expire on the date specified in this authorization. Application for renewal of license (FCC Form 330-R) shall be filed not later than the first day of the fourth full calendar month prior to the license expiration date.
6. Permittee shall obtain authority to construct any receive antenna structure to be associated with this station which increases the existing height of any structure more than 20 feet.
7. Protection from harmful interference is granted for the hours of wireless cable transmissions within a protected service area as defined in Section 21.902(d) of the Commission's rules. This protection is afforded against any proposal filed after the grant by the Commission of the protected service area request.

*** END OF AUTHORIZATION ***



United States of America

**FEDERAL COMMUNICATIONS COMMISSION
INSTRUCTIONAL TELEVISION FIXED SERVICE
BROADCAST STATION CONSTRUCTION PERMIT / LICENSE**

STATE BOARD OF EDUCATION IE/PBS
1910 UNIVERSITY DRIVE
BOISE, ID 83725

Call Sign: WHR689 (62405)

File Number: BMPIF-19940901DA

Grant Date: May 12, 1995

Required Completion of Construction
Date: November 12, 1996

This License Expires: September 14, 2004

Subject to the provisions of the Communications Act of 1934, as amended, treaties, and Commission Rules, and further subject to conditions set forth in this permit, authority is hereby granted to construct an Instructional Television, Fixed Service broadcast station as located and described below.

Equipment and program tests shall be conducted only pursuant to Sections 74.13 and 74.14 of the Commission Rules.

This permit shall be forfeited if the station is not ready for operation within the time specified or within such further time as the Commission may allow unless completion of the station is prevented by causes not under the control of the permittee. See Section 1.599 of the Commission Rules.

Name of Licensee: STATE BOARD OF EDUCATION IE/PBS

Station Location: BOISE, ID

Transmitter Antenna location (address or description):
DEER POINT, 10 MILES N.E. OF BOISE., BOISE, ID

Antenna Coordinates: North Latitude: 43° 45' 18"
West Longitude: 116° 5' 52"

Ground Elevation above mean sea level: 2148.00 Meters

Overall height of antenna structure above ground: 12.00 Meters

CI

Callsign: WHR689

File Number: BMPIF - 19940901DA

Transmitter Antenna System:

Antenna 1 of 1

Make Model	Azimuth	EIRP(dBw)	Beam Tilt	RCAMSL(m)	Pol	Ant Type
AND HMD16VC	220.00	28.00		2157.00	V	D

Channel(s) (Frequency(Mhz):Offset):
D3(2578-2584:ZERO), D4(2590-2596:ZERO)

Transmitter Antenna Marking And Lighting Specifications:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Tower Registration Number: None Required.

Callsign: WHR689

File Number: BMPIF - 19940901DA

NO	LATITUDE	LONGITUDE	TRANSMITTER	ANTENNA	ASRN	RCAMSL (M)
1	N 44° 1'15"	W 116°58'25"	"N/A"	CHA 4336	"N/A"	(None)
2	N 43°40' 3"	W 116°44' 4"	"N/A"	CHA 4336	"N/A"	(None)
3	N 43°39'37"	W 116°18'58"	"N/A"	CHA 4336	"N/A"	(None)
4	N 43°36'54"	W 116°23'43"	"N/A"	CHA 4336	"N/A"	(None)
5	N 43°36'49"	W 116°15'41"	"N/A"	CHA 4336	"N/A"	(None)
6	N 43°36'48"	W 116°11'31"	"N/A"	CHA 4336	"N/A"	(None)
7	N 43°36'23"	W 116°17' 9"	"N/A"	CHA 4336	"N/A"	(None)
8	N 43°36'20"	W 116°36' 9"	"N/A"	CHA 4336	"N/A"	(None)
9	N 43°36'14"	W 116°12'11"	"N/A"	CHA 4336	"N/A"	(None)
10	N 43°34'36"	W 116°18'52"	"N/A"	CHA 4336	"N/A"	(None)
11	N 43°33'16"	W 116°34' 8"	"N/A"	CHA 4336	"N/A"	(None)
12	N 43°33'14"	W 116°12'32"	"N/A"	CHA 4336	"N/A"	(None)
13	N 43°31'58"	W 116° 8'26"	"N/A"	CHA 4336	"N/A"	(None)
14	N 43°39'37"	W 116°18'58"	"N/A"	MAR P-2548GR	"N/A"	(None)
15	N 43°39'25"	W 116°19'55"	"N/A"	MAR P-2548GR	"N/A"	(None)
16	N 43°39'24"	W 116°13'49"	"N/A"	MAR P-2548GR	"N/A"	(None)
17	N 43°37'17"	W 116°11'21"	"N/A"	MAR P-2548GR	"N/A"	(None)
18	N 43°36'23"	W 116°17' 9"	"N/A"	MAR P-2548GR	"N/A"	(None)
19	N 43°36'14"	W 116°12'11"	"N/A"	MAR P-2548GR	"N/A"	(None)
20	N 43°31'58"	W 116°68'26"	"N/A"	MAR P-2548GR	"N/A"	(None)

Special Operating Conditions or Restrictions:

1. If construction is not completed by the specified date, and no application for extension of the construction date (FCC Form 701) is on file, this authorization will be subject to cancellation.
2. During the process of construction, the licensee, without further authority from the Commission, may conduct equipment tests for the purpose of such adjustments and measurements as may be necessary to assure compliance with the terms of the license, the technical provisions of the application therefore, the technical requirements of Commission Rules, and applicable engineering standards.
3. Upon completion of construction, the licensee, without further authority from the Commission, may conduct service or program tests. Within ten (10) days of commencement of such tests, licensee must notify the Commission, in writing, in accordance with the terms of that permit, that construction has been completed and that the station operated with the terms of the license, the technical provisions of the application therefore, technical requirements of the Commission Rules, and applicable engineering standards. The original of such notification is to be filed with the Secretary, with a copy to Video Services Division, Mass Media Bureau.
4. Licensee must notify the Commission, in writing, if any authorized channel is not used for more than one year. Non-use of channels will result in their forfeiture. See Section 74.932(d) of the Commission Rules.
5. This License is issued for a period of 10 years and will expire on the date specified in this authorization. Application for renewal of license (FCC Form 330-R) shall be filed not later than the first day of the fourth full calendar month prior to the license expiration date.
6. Permittee shall obtain authority to construct any receive antenna structure to be associated with this station which increases the existing height of any structure more than 20 feet.

*** END OF AUTHORIZATION ***

FEDERAL COMMUNICATIONS COMMISSION

RADIO BROADCAST STATION LICENSE

SERVICE: AUXILIARY BROADCAST
CLASS: INSTRUCTIONAL TV FIXED

CALL SIGN: WHR-689
FILE NO: BRIF-940819EJ
ASSOCIATED BROADCAST STATION:

PO

LICENSEE NAME: STATE BOARD OF EDUCATION IE/PBS

HOURS OF OPERATION - UNLIMITED

TRANSMITTER LOCATION: DEER POINT LOT #3, 1
CITY: BOISE ST: ID CNTY: BOISE

LATITUDE: 43 45 16 N
LONGITUDE: 116 05 56 W

MOBILE AREA OF OPERATION:

ANTENNA SYSTEM

GROUND: 6950 FT AMSL
OVERALL HEIGHT: 142 FT AG
ANTENNA CENTER OF RADIATION: FT AG
AZIMUTH: TRUE
POLARIZATION

SEND TO
STATE BOARD OF EDUCATION IE/PBS
1910 UNIVERSITY DRIVE
BOISE ID 83725

PAINTING/LIGHTING SPECS: 1

FREQUENCY (MHZ)	EMISSION(S)	MOBILE RANGE	POWER (WATTS)	TRANSMITTER APPARATUS
2578.0000 - 2584.0000 AB	F3			
2590.0000 - 2596.0000 AB	F3			
			10.000	TYPE ACCEPTED

SPECIAL CONDITIONS:

02132.0001.27.09.01

Subject to the provisions of the Communications Act of 1934, as amended, treaties, and Commission Rules, and further subject to conditions set forth in this permit, authority is hereby granted to construct a radio broadcast station located and described as above.

Equipment and program tests shall be conducted only pursuant to Sections 74.13 and 74.14 of the Commission Rules.

This permit shall be forfeited if the station is not ready for operation within the time specified or within such further time as the Commission may allow unless completion of the station is prevented by causes not under the control of the permittee. See Section 1.599 of the Commission Rules.

THIS AUTHORIZATION EFFECTIVE: 09/14/94 AND WILL EXPIRE AT 3:00 A.M. EST 09/14/2004

RITA



FEDERAL COMMUNICATIONS COMMISSION

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Construction for Math/Geosciences Building Renovation

REFERENCE

June 2011

Board approved request for Planning and Design for the Math/Geosciences Building Renovation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1. and V.K.3.

BACKGROUND/DISCUSSION

In June 2011, the State Board of Education authorized Boise State University to proceed with planning and design for renovations to the Math/Geosciences building. This request is to proceed with project construction.

The project consists of renovations to approximately 20,000 square feet of an existing two-story, 58,000 square foot building. The renovation will accommodate the growth of Math, Biology and Anthropology programs and will establish a location for the Biomedical Research Core, Tissue Bank and Bio-informatics department. In addition, building-wide infrastructure upgrades will be made to address the building's utilities and to improve environmental comfort.

Utilizing the standard process through the Division of Public Works, the design team of LCA Architects and the construction manager, Kreizenbeck Constructors were selected and have completed the design development phase and updated the project cost estimate. The total budget for this project is estimated at \$4.2 million, within the \$4 to \$6.2 million estimated budget indicated in June 2011.

Bidding is scheduled to begin in November 2012 with anticipated project completion in July of 2013.

IMPACT

Cost estimates based on the design development documents indicate a construction cost of \$2,947,500. Contingencies, architectural and engineering fees, commissioning, testing and other administrative and soft costs bring the estimated total project cost to \$4.2 million. The source of funds is institutional reserves.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and the State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded and the University may proceed with the purchase and installation of

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

furniture, fixtures and equipment if budget authorization is sufficient under the approved budget of this agenda item.

ATTACHMENTS

Attachment 1 – Project Budget

Page 3

Attachment 2 – Capital Project Tracking Sheet

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by BSU for approval of the Math/Geosciences building renovation project budget and to proceed with construction. The project approval process is in compliance with the Board's Governing Policies & Procedures, section V.K. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to approve the project budget and financing plan for the Math/Geosciences Building Renovation for a total project cost not to exceed \$4.2 million and to authorize the University to proceed with construction, and to direct Board staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee within ten business days pursuant to Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Project Number:	DPW12-206
Project Title:	Math/Geo - Reutilization
Date:	7/12/2012

Category	Project Budget
Architectural Fees	\$ 405,900.00
Construction Costs	\$ 2,947,500.00
Testing, Inpections and Misc.	\$ 49,600.00
Construction Contingency	\$ 145,000.00
Subtotal	\$ 3,548,000.00

University Costs	\$ 392,000.00
Project Contingency 10%	\$ 260,000.00

Total Project	\$ 4,200,000.00
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ATTACHMENT 2
Office of the Idaho State Board of Education
Capital Project Tracking Sheet
 Aug-12

History Narrative

1 **Institution/Agency:** Boise State University **Project:** Math/Geo Building Renovation
 2 **Project Description:** Math/Geo Building Renovation
 3 **Project Use:** Renovation of Existing Math/Geo Building to support University academic and Research activities and building-wide infrastructure upgrades.
 4 **Project Size:** Approx. 20,000 gross square feet

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	
9 Initial Cost of Project	\$ -	\$ -	\$ 4,200,000	\$ 4,200,000	\$ 405,900	\$ 2,947,500	\$ 846,600	\$ 4,200,000
22 Total Project Costs	\$ -	\$ -	\$ 4,200,000	\$ 4,200,000	\$ 405,900	\$ 2,947,500	\$ 846,600	\$ 4,200,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds	Student Revenue	Other		
26 Aug-12	\$ -	\$ -	\$ 4,200,000			\$ 4,200,000	\$ 4,200,000
30 Total	\$ -	\$ -	\$ 4,200,000	\$ -	\$ -	\$ 4,200,000	\$ 4,200,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Construction of the Lincoln Avenue Recreation Field

REFERENCE

October 2012 State Board of Education approved request for Planning and Design for the Lincoln Avenue Recreation Field

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In October 2011 the State Board of Education authorized Boise State University to proceed with planning and design of a recreation field on Lincoln Avenue. This request is to proceed with construction of that recreational field.

The project will develop the block located at Lincoln Avenue between Belmont Street and University Drive into an artificial turf recreational field. With the development of the new Lincoln Avenue Housing project, the field will be in a location central to student life and will be managed and operated by Campus Recreation. This field will be a durable, low-maintenance artificial turf surface for intramural and club sports including lacrosse, soccer, flag football and rugby.

In addition to construction of the field, the project includes street improvements along Lincoln Avenue and Belmont Street consistent with adjacent improvements already installed in the area. Other site improvements will provide for maintenance areas, future restrooms and future lighting. All property, alley vacations and right of ways have been acquired at this time.

Utilizing the standard process through the Division of Public Works, the design team Land Group was selected and has completed the design development phase and updated the project cost estimate. The total budget for the base project is estimated at \$1 million which is within the \$850,000 to \$1.1 million estimated budget indicated in October 2011.

Bidding is scheduled to begin in January 2012 with anticipated construction completion in June of 2013.

IMPACT

Cost estimates based on the design development documents indicate a construction cost of \$730,000. Contingencies, architectural and engineering fees, commissioning, testing and other administrative and soft costs bring the

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

estimated total project cost to \$1 million. The source of funds for this project is institutional reserves set aside for this project.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and the State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded.

ATTACHMENTS

Attachment 1 – Project Budget	Page 3
Attachment 2 – Capital Project Tracking Sheet	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The requested approval for this project is in compliance with the Board's Governing Policies and Procedures, section V.K. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to approve the project budget and financing plan for the Lincoln Avenue recreation field for a total project cost not to exceed \$1 million and to authorize the University to proceed with construction, and to direct Board staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee within ten business days pursuant to Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Project Number:	DPW12-211
Project Title:	Lincoln Ave. Recreation Field
Date:	7/1/2012

Category	Budget
Architectural Fees	\$ 77,100.00
Construction Costs	\$ 730,000.00
Testing, Inpections and Misc.	\$ 10,100.00
Construction Contingency	\$ 36,500.00
Subtotal	\$ 853,700.00

University Costs	\$ 146,300.00
Project Contingency 10%	\$ -

Total Project	\$ 1,000,000.00
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Office of the Idaho State Board of Education
Capital Project Tracking Sheet
 Aug-12

History Narrative

1 **Institution/Agency:** Boise State University **Project:** Lincoln Avenue Recreation Field
 2 **Project Description:** Construction of New Recreation Field at Lincoln Avenue
 3 **Project Use:** Development of Campus Recreation Field
 4 **Project Size:** Approx. 2.66 acres

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	
Initial Cost of Project	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 77,100	\$ 730,000	\$ 192,900	\$ 1,000,000
Total Project Costs	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 77,100	\$ 730,000	\$ 192,900	\$ 1,000,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds	Student Revenue	Other		
Oct-11	\$ -	\$ -	\$ 1,000,000			\$ 1,000,000	\$ 1,000,000
Total	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Facility Use Agreement with the Independent School District of Boise City for the use of Dona Larsen Park

REFERENCE

April 2007	State Board of Education approves purchase of Barber Valley parcel for a future land swap with the Boise School District
June 2007	Board approves the exchange of the Barber Valley parcel with the Boise School District in exchange for the East Junior High parcel, and approval of the Land Exchange and Joint Use Agreement with the Boise School District
September 2011	Board approves construction of Dona Larsen Park facilities and directs Boise State University to develop a use Agreement with Boise School District.

BACKGROUND/DISCUSSION

In June 2007, Boise State University entered into a Land Exchange and Joint Use Agreement with the Boise Independent School District. This exchange allowed the University to develop the old East Junior High site as an athletic complex (the "Facility") with a competition track and field center and space for other sports as needed. The Joint Use Agreement allows the District long term use of the on-site facility the University developed.

At the Board's direction, the University has drafted a facility use agreement to address liability and patron safety concerns. The University has worked with the District to draft an agreement that ensures that the District is solely responsible for traffic control and pedestrian access to the Facility. The District will provide all traffic and pedestrian control personnel.

IMPACT

The license fee payable to the University by the District for annual use of the Facility is \$80,000. This fee shall be credited toward the amount owed to the District by the University under the Land Exchange Agreement.

If the agreement is renewed, the license fee shall be credited toward the amount owed until the value for both sides has been equalized. Once the value for both sides has been equalized, the annual payment shall be an actual payment by the District.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

ATTACHMENTS

Attachment 1 – Proposed Facility Use Agreement
Attachment 2 – Joint Use Agreement

Page 5
Page 13

STAFF COMMENTS AND RECOMMENDATIONS

At the September 2011 special meeting the Board “authorize[d] Boise State University to enter into a use agreement with the Boise School District provided the Boise School District provides appropriate indemnification, safety and security services, and appropriate co-insurer protection for Boise State University all in relation to Boise School District’s use of the Dona Larsen Park facilities and associated parking facilities provided by Boise State University.” The proposed Facility Use Agreement addresses each of these areas of concern as follows:

Indemnification: A blanket indemnity clause in favor of the University for any claims “arising out of any occurrences, incidents, or injuries connected or related to traffic control, pedestrian and vehicular interaction, and pedestrian or vehicular access to the Facility from offsite locations, including the URS Lot.”

Safety and Security Services: The District agrees to provide “an adequate number of parking and security personnel to insure [sic] the safe and orderly flow of pedestrian and vehicular traffic in the vicinity of the Facility and the URS Lot.” In addition, the District agrees that the “Boise City Police Department will supply security personnel in sufficient number to maintain crowd control and security during the District’s use of the Facility.”

Co-insurer protection: The “District shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to engage in the insurance business in Idaho. Such policy shall contain standard liability insuring agreements naming the University as an additional insured with the District. The limits of said policy shall be not less than the following amounts:

- \$1,000,000.00 for injuries to, or wrongful death of, and one person in any one (1) accident;
- \$2,000,000.00 for injuries to, or wrongful death of, all persons in any one (1) accident;
- \$1,000,000.00 for damage to, or loss of, property in any one (1) accident.”

Staff finds that the Agreement adequately addresses each area of concern identified by the Board last September. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOARD ACTION

I move to approve the request by Boise State University to enter into a Facilities Use Agreement with the Boise Independent School District for the use of Dona Larsen Park, and to authorize the vice president for finance and administration to execute the agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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FACILITY USE AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND
INDEPENDENT SCHOOL DISTRICT OF BOISE CITY

THIS FACILITY USE AGREEMENT (the “Agreement”) is made into and entered into this ___ day of _____, 2012, by and between Boise State University (“University”) and the Independent School District of Boise City (“District”).

WHEREAS, University is the owner of the property commonly known as Dona Larsen Park, including all facilities and improvements built thereon and the surrounding parking area, all located in Boise, Idaho in Ada County (the “Facility”);

WHEREAS, University and District are both public entities located in Boise Idaho; and

WHEREAS, University and District currently work cooperatively on numerous issues including education, community outreach, athletics, and other areas of mutual interest and public good for the citizens of Idaho; and

WHEREAS, University and District entered into a Land Exchange and Joint Use Agreement on June 21, 2007 (“Land Exchange Agreement”) that imposed varying obligations on the parties with respect to use of the Facility; and

WHEREAS, District desires use of University’s Facility for District athletic events more particularly described herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the parties hereto agree as follows:

1. TERM.

This Agreement shall be effective as of the date first above written and shall remain in full force and effect for a period of three (3) years (the “Term”). The parties agree to meet on an annual basis to discuss this Agreement and any necessary changes or adjustments to the Agreement that may become apparent during the Term. Though this Agreement has a three year term, it is the intent of the parties that renewals of substantially similar agreements will be reached to fulfill the long term goals outlined in the Land Exchange Agreement.

2. USE.

University agrees to allow District use of the Facility for the purpose of District’s high school athletic events, including high school football games, City track meets, and preapproved practices and/or walkthroughs that will be at mutually agreed upon times. Such use is more specifically described according to the District Use Schedule, which is attached hereto as Attachment A and incorporated by reference herein. The parties will annually agree to a new District Use Schedule.

University and District shall ensure that the fall high school football season use by District shall have priority over other uses of the Facility, provided, however, that the parties acknowledge that the University schedules games for its University football program on various days and nights of the week. In the event a University football game is scheduled for a particular day, District agrees it will not schedule a District event at the Facility on the same day (unless the times of the events do not overlap or conflict) since the amount of traffic or spectators would be unworkable for either event. In the event a University football game must be rescheduled for a particular day on which a District event is scheduled at the Facility, District must reschedule its event.

No outside food is allowed within the Facility without permission from University. All Facility activities are required to use the University's food services contractor. Any requests for outside food must be made to the University's Athletic Department thirty (30) days in advance of the event.

University shall perform all in-game and post-game cleaning.

3. FACILITY LICENSE AND PAYMENT.

The license fee for annual use of the Facility shall be \$80,000 (the "License Fee"). For the Term of this Agreement, in lieu of payment by District to University, such License Fee shall be credited toward the amount owed to District by University under the Land Exchange Agreement (the "Credit").

For any renewal term of this Agreement, such License Fee shall be credited toward the amount owed to District by University until the value for both sides has been equalized under Section 8 of the Land Exchange Agreement. Once the value for both sides has been equalized, the District shall make payments directly to University. Except for any payments due for parking pursuant to Section 5 of this Agreement, the annual payment shall be the sole cost paid by District to University unless payments are due for vandalism or damage. The parties will meet annually to determine the License Fee. It is the intent of the parties that the rate take into account: (a) the mutual cooperation of the parties with respect to the land exchange, (b) the value each party has received (actual and intrinsic), and (c) that operation for profit is not within the intent of this Agreement nor the Land Exchange Agreement.

4. CONCESSIONS.

University will return 80% of the rebate received from University's food services contractor for concessions to the District Schools' Athletic Departments for all regular season events listed on Attachment A.

5. PARKING.

The parties agree that no charge will be made for parking at the University-owned parking lot nearest to the Facility. District acknowledges that parking at any other University-

owned lots, excluding the University-owned lot nearest to the Facility, will result in additional charges to District. Such amounts will either be applied toward the Credit or be payable in cash depending on the circumstances, as mutually agreed upon by the parties at a later date.

University will use its best efforts to assist District in securing additional parking for District events at the Facility; University has entered into a one-year agreement with URS Corporation (“URS”) for parking near the Facility (“URS Lot”), which may be available to District upon approval by URS. Should the URS Lot be approved and available for use, and should District choose to utilize the URS Lot, District will be provided with a list of the costs associated with the use of the URS Lot, including costs of parking attendants which shall be provided by University, under the University’s then current agreement with URS. The costs of parking attendants provided by the University for operation of the URS Lot will be applied toward the Credit.

District will reimburse University, in cash and not applied toward the Credit, any per car fees required by URS; District may choose to provide that same parking to its patrons free of charge or to provide that same parking to its patrons for a nominal fee to be collected pursuant to the terms of University’s then current agreement with URS.

District further agrees to provide, at its sole expense, an adequate number of parking and security personnel to insure the safe and orderly flow of pedestrian and vehicular traffic in the vicinity of the Facility and the URS Lot (except that the University will provide parking personnel at the URS Lot). University will not provide personnel to manage the flow of pedestrians from offsite areas to the Facility.

6. INDEMNITY.

Except as otherwise provided herein, each party shall be responsible for their own acts and omissions and shall, subject to the limits of the Idaho Tort Claims Act, defend the other from loss stemming from such acts or omissions.

District shall further defend, indemnify and hold harmless University, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss or damage of any kind, character or description, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of any occurrences, incidents, or injuries connected or related to traffic control, pedestrian and vehicular interaction, and pedestrian or vehicular access to the Facility from offsite locations, including the URS Lot.

7. LIABILITY INSURANCE AND DAMAGE.

Prior to its use of the Facility, District shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to engage in the insurance business in Idaho. Such policy shall contain standard liability insuring agreements naming the University as an additional insured with the District. The limits of said policy shall be not less than the following amounts:

- \$1,000,000.00 for injuries to, or wrongful death of, and one person in any one (1) accident;
- \$2,000,000.00 for injuries to, or wrongful death of, all persons in any one (1) accident;
- \$1,000,000.00 for damage to, or loss of, property in any one (1) accident.

District shall furnish to University a certificate of insurance within ten (10) days of the execution of this Agreement by University. Said certificate of insurance shall show compliance with this paragraph and give ten (10) days prior notice of cancellation to University. In the event the aforesaid policy of insurance should be cancelled and not replaced with an acceptable alternative for any reason prior to the end of the use of Facility by District, University shall have the immediate right to terminate this Agreement, District shall have no right to a refund of any prepaid fees and the University may rightfully demand immediate, exclusive possession of the Facility.

District shall be primarily responsible to University for any and all damage of any nature caused to the Facility arising out of District's use of the Facility including, but not limited to, any consequential damages University may suffer because of loss of use of the Facility, provided that the damage is caused by a District invitee or a District employee. No liability will accrue to the District for any damage caused by a University employee

8. WARRANTY.

District hereby warrants to University that it has provided University, prior to the execution of this Agreement, a written description of all activities for which the District shall use the Facility. District warrants the accuracy of the description provided to University and agrees that no changes will be made without the prior express consent of University.

9. TERMINATION FOR CAUSE.

Notwithstanding any other provision hereof, University may direct District to cease and desist in any activity which University deems to be damaging to University's property, or in contravention to this Agreement. If District fails to immediately cease and desist in its activities, then this Agreement will be deemed to have been materially breached and all of District's rights hereunder shall terminate immediately and Facility license fees under Section 3 of this Agreement shall be prorated from the date of termination.

10. IMPOSSIBILITY OF PERFORMANCE BY UNIVERSITY.

In the event University cannot allow District to use the Facility because of impossibility of performance due to an act of God, this Agreement shall be null, void and of no effect and University's sole liability to the District shall be to refund any prepaid fees.

11. NOTICE.

Any notice given under this Agreement shall be by registered or certified mail addressed to the parties as set forth below:

UNIVERSITY:
Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725

DISTRICT:
Boise School District
District Service Center
Director of Athletics
8169 West Victory Road
Boise ID 83709

12. NON-ASSIGNABILITY.

This Agreement is not assignable by District without the express and written consent of the University.

13. ACTIVITIES.

District agrees to not violate any University policy, federal, state, county or Boise City laws, ordinances, rules or regulations in its use of the Facility. Unless the University consents in writing, the District shall not do or allow the following activities in the Facility:

- (a) Permit motor-driven or horse-drawn vehicles, livestock or animals inside the fenced enclosure of the Facility;
- (b) Permit floats inside the fenced enclosure of the Facility;
- (c) Construct or place any stage or other structure within the fenced enclosure of the Facility;
- (d) Permit smoking or use of any kind of flaming agent by any person.

14. SECURITY.

District hereby warrants that it has consulted with the Boise City Police Department concerning its proposed use of the Facility on the date or dates specified herein. District warrants further that the Boise City Police Department will supply security personnel in sufficient number to maintain crowd control and security during the District's use of the Facility. Upon acceptance of this Agreement by University, District will submit to the University satisfactory evidence that such arrangements have been made at District's sole expense.

15. NON-WAIVER.

The University's failure to exercise its rights against District for any violation of this Agreement by District shall not be a waiver of University's rights in regard to any other violations, nor shall University be stopped by the failure to exercise any of its rights hereunder.

The District's failure to exercise its rights against University for any violation of this Agreement by University shall not be a waiver of District's rights in regard to any other violations, nor shall District be stopped by the failure to exercise any of its rights hereunder.

16. DISPUTE RESOLUTION.

The parties agree that as two public entities, the advent of litigation between the two arising from the terms of this Agreement will be a waste of public resources. As such, the parties agree that any disputes that arise from this Agreement will be resolved by the appropriate staff of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Superintendent of the District and the President of the University. If the Superintendent and the President cannot resolve the dispute, then the dispute will be referred to the Chairperson of the School Board and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all of the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation arising from this Agreement.

17. MISCELLANEOUS.

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement. The individuals signing below as officers or representatives of the District and University warrant that they have the actual authority to sign this Agreement on behalf of the District and University respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of _____, 2012, at Boise, Idaho.

DISTRICT:

By: _____

UNIVERSITY:

By: _____

Attachment A
District Use Schedule

2012 HIGH SCHOOL FOOTBALL SCHEDULE

<u>DATE</u>	<u>TEAMS</u>	<u>TIME(MT)</u>
Aug 24 (Fri)	Boise vs Borah	7pm
Aug 30 (Thurs)	Boise vs Valilvue	7pm
Sept 6 (Thurs)	Borah vs Meridian	7pm
Sept 7 (Fri)	Timberline vs Centennial	7pm
Sept 14 (Fri)	Capital vs Vallivue	7pm
Sept 21 (Fri)	Timberline vs Capital	7pm
Sept 22 (Sat)	Borah vs Mtn. View	1pm
Sept 27 (Thurs)	Capital vs Rocky Mtn	7pm
Sept 28 (Fri)	Borah vs Timberline	7pm
Oct 4 (Thurs)	Boise vs Centennial	7pm
Oct 5 (Fri)	Capital vs Meridian	7pm
Oct 11 (Thurs)	Borah vs Vallivue	7pm
Oct 12 (Fri)	Boise vs Capital	7pm
Oct 18 (Thurs)	Timberline vs Boise	7pm
Oct 19 (Fri)	Borah vs Capital	7pm
Oct 25 (Thurs)	Timberline vs Eagle	7pm
Oct 26 (Fri)	Capital vs Centennial	7pm

Home Team Listed First

2012-2013 City Track Events

TBD

**LAND EXCHANGE AND JOINT USE AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND THE INDEPENDENT SCHOOL DISTRICT
OF BOISE CITY**

This Agreement is made and entered into this 21 day of June, 2007 by and between Boise State University, a state institution of higher education, and the Independent School District of Boise City, a public school district.

RECITALS

WHEREAS, Boise State University (the "University") and the Independent School District of Boise City (the "District") are both public entities located in Boise, Idaho; and,

WHEREAS, the University and the District work cooperatively on numerous issues including education, community outreach, athletics and other areas of mutual interest and public good for the citizens of Idaho; and,

WHEREAS, the University and District agreed to cooperatively enter into a transaction where the University would acquire a certain parcel of real property in the Barber Valley that the District found desirable for the location of a junior high school facility for the District's use; and,

WHEREAS, the District is the owner of a parcel of real property commonly known as East Junior High that no longer meets the needs of the District but is uniquely suited to meet the needs of the University after the University demolishes the existing structures and develops the site as an athletic complex; and,

WHEREAS, the District and the University agreed to exchange the East Junior High parcel for the University acquired Barber Valley parcel; and,

WHEREAS, the parcels are not of equal value, and to ensure that the University and District each grant and receive equal value as part of this transaction, after the exchange of parcels there will be a lease of the East Junior High parcel to the District for its use during the construction of the new junior high on the Barber Valley parcel and a long term mutual use agreement for the new facilities the University will construct on the East Junior High site;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants above recited and herein contained, the parties hereby agree as follows:

1. The University shall acquire a parcel of undeveloped land in the Barber Valley consisting of approximately 21.5 acres described in attached Exhibit A, hereinafter referred to as the Barber Valley parcel.

2. The University has caused the Barber Valley parcel to be appraised by a licensed appraiser and the appraised value of the parcel, as also agreed to by the parties, is \$6,100,000.
3. The District is the owner of a parcel of real property currently developed and used as a junior high school consisting of approximately 15 acres described in attached Exhibit B, hereinafter referred to as the East Junior High parcel. The District has caused the East Junior High parcel to be appraised by a licensed appraiser and the appraised value of the parcel, as also agreed to by the parties, is \$8,170,000 as bare land, with a demolition cost of the structures estimated at \$432,000, for a value of \$7,738,000 as-is with the buildings not demolished.
4. The University and the District shall exchange the Barber Valley parcel and the East Junior High parcel with a closing date of June 19, 2007. Each party shall convey clear and marketable title to the other via warranty deed and shall ensure that a policy of title insurance shall be issued to the other party for the full appraised value of the parcel. The other costs of the closing shall be born equally by the parties. Each party shall bear full risk of loss on their respective parcels until the date of closing.
 - a. The District will take immediate possession of the Barber Valley parcel. The University shall not take possession of the East Junior High parcel and the District shall remain in continuous, uninterrupted possession and control of the parcel post closing and through the term of the lease provided for herein.
5. Immediately following closing, the University shall lease the East Junior High parcel to the District for the express payment of One Dollar (\$1.00) for a term that shall extend until the District completes its construction of a new junior high on the Barber Valley parcel and is able to vacate the East Junior High parcel and moves its contents to the new junior high. The parties anticipate that this will occur in the Spring of 2009, but agree that the lease shall continue until the actual vacation of the East Junior High parcel by the District.
 - a. During the lease term, the District shall bear the risk of loss of all improvements on the East Junior High parcel and shall insure the improvements in the same manner it insures other similar school facilities. Losses paid under such insurance, whether self insurance or by insurance policy, shall be credited to the University as appropriate under this Agreement if the loss diminishes the value of the East Junior High parcel to the University.
 - b. The District shall, subject to the limits of the Idaho Tort Claims Act, defend and indemnify the University from any losses resulting from the District's use of the East Junior High parcel during the term of the lease.

- c. The District shall bear all costs of use and occupation of the East Junior High parcel during the lease, including but not limited to utilities, operational costs, maintenance, assessments, and any and all other costs associated with the District's operation of the junior high. The University shall have no duty whatsoever as landlord for the condition of the premises and all such duties or responsibilities are hereby assumed by the District.
 - d. Upon vacation at the end of the lease, the District shall have the right to salvage items, including portable buildings, from the parcel. Provided, however, that the District acknowledges that the University may use and occupy part of the existing school premises for temporary space for personnel after the District vacates and before the demolition required to carryout the construction referred to in section 6. As such, the District will consult with the University to ensure that the salvage of items of fixtures and equipment does not leave the existing school facilities in a condition that is unsafe, uninhabitable or not fit for occupancy. The University and District agree to mutually work together to ensure that this section is carried out to the parties mutual satisfaction. After the University's occupancy is complete but before any demolition, the District will have another opportunity to salvage items from the parcel for items that needed to remain during the University's use of the existing facilities.
6. The University shall, after taking possession of the East Junior High parcel following the District's vacation at the end of the lease, proceed to construct an athletic complex in a form substantially similar to the concept plan agreed between the parties and set forth on Exhibit C. The University and District agree that they will work together regarding the design of the athletic complex to ensure that the use needs of both parties are taken into account. It is expected that the athletic facilities will be constructed within three years of the District's vacation of the East Junior High parcel.
- a. The University will solely own all facilities and improvements (the athletic facilities) made at the athletic complex.
 - b. The University will manage the athletic facilities.
 - i. Provided that the management of certain District events may be under the control of the District if mutually agreed by the parties.
 - ii. At a minimum, the District will be required to manage all crowd control and supervise the conduct of all District events under terms substantially similar to when the Districts rents current University facilities for athletic events.
 - c. The University shall carry out the construction to include the reasonable replication of the historic entrance of the parcel when such was used as the "old public school field" for the District prior to the construction of the existing junior high.

- d. The University and District shall meet no less than annually to set up an annual general schedule for use of the athletic facilities. This meeting shall also include a mutually agreeable process for scheduling specific activities in the athletic facilities throughout the year.
 - i. The University and District shall ensure that the fall high school football season use by the District shall have priority over other uses of the athletic facilities, provided, however, that the parties acknowledge that the University schedules games for its University football program on various nights of the week. If the University schedules a football game on a particular day, the District agrees that it will not schedule a District event at the athletic facilities on the same day (unless the times of the events do not overlap or conflict) since the amount of traffic and spectators would be unworkable for either event.
- e. The University shall ensure that the maintenance schedule for the athletic facilities is consistent with the schedule and scheduling process set forth herein.
 - i. The University maintenance obligation includes the post event custodial services following District events. This obligation is for normal game clean up and general maintenance, provided that vandalism and damage beyond normal wear and tear that occurs at District events shall be the responsibility of the District.
- f. Major decisions regarding issues such as remodel of the athletic facilities or changes in use of the athletic facilities require the mutual agreement of the parties.
- g. Specific items regarding the construction of the athletic facilities, agreed by both parties as meeting the needs of the District and the University, to be constructed by the University include:
 - i. The track stadium shall accommodate a minimum of 5,000 spectators. The stadium must be expandable to 8,000 with the use of portable bleachers.
 - ii. Adequate parking for the facilities must be provided for either on site or within reasonable proximity.
 - iii. The infield of the track stadium, suitable for high school football, shall be an artificial turf.
 - iv. Class "A" high school athletic field lighting designed to reduce glare to surrounding neighborhoods.
 - v. Crowd control fencing as is normally required in such facilities.
 - vi. Appropriately sized scoreboards at both ends of the stadium.
 - vii. Appropriate public address system and headset communications for coaches from two football teams.
 - viii. Appropriate press box/announcer areas for assistant coaches and media.
 - ix. Two sets of restrooms on each side of the stadium.

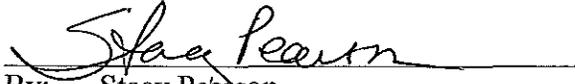
- x. Concession stands on each side that include water, electricity, sinks and other such amenities needed to meet current grade "A" food service standards.
 - xi. Home and visitor locker rooms or rest rooms with meeting room capacity built to accommodate male and female athletes.
 - xii. Appropriate equipment storage area.
 - xiii. Appropriate entrance and on call location for emergency medical treatment personnel.
7. The parties agree that the value of the two parcels subject to this Agreement are not equal. However, the parties both being public entities, are desirous of ensuring equal value be exchanged between the University and the District. As such, the following covenants shall be designed to create and equal value transaction between the parties.
- a. The Barber Valley parcel is valued at \$6,100,000.
 - b. The East Junior High parcel is valued at \$7,738,000.
 - c. The value of the water rights retained by the District and not conveyed, as set forth in section 10, is \$70,000.
 - d. The value of each month (full or partial) that the District occupies the East Junior High parcel post closing as part of the lease is \$5,000. Thus, if the District vacates the East Junior High parcel on January 31, 2009 (19 months of rental), the value of the lease would be \$95,000.
 - e. Because the facilities will not be designed and constructed until a future date, and the cost of operation and maintenance cannot be accurately calculated at this time, the value of each year of use of the University athletic facilities constructed at East Junior High by the District shall be determined annually between the parties as set forth in section 8 below.
 - f. Once the Improvements that are required for the use of the University are identified, any improvements specifically required for the District's use of the athletic complex shall be valued at their cost.
 - g. The parties agree that the above values shall be used to evaluate when the transaction has properly reached equal value for both parties. Once equal value is met, the use rates for the University constructed athletic facilities at East Junior High shall be as set forth in section 8 below.
8. Once the value for both sides has been equalized, the parties shall agree to the reasonable annual use rate payment the District shall pay for the rental of the athletic facilities. This annual payment shall be the sole cost paid by the District unless payments are due for vandalism/damage under section 6.e.i, for additional new facilities specifically required by the District as in section 7.f.
- a. The parties shall meet annually to determine the use rate. It is the intent of the parties that the rate take into account the mutual cooperation of the parties in this land exchange, the value each party has received (actual and

intrinsic) and that each party negotiate in good faith that operation for profit is not within the intent of this Agreement.

9. Unless specifically provided otherwise in a specific section of this Agreement, each party shall be responsible for their own acts and omissions and shall, subject to the limits of the Idaho Tort Claims Act, defend the other from loss stemming from such acts or omissions.
10. The District will not transfer its water rights as part of this agreement. The District will retain its water rights and transfer those to the Barber Valley Parcel. The University will not receive any such rights as part of the land exchange.
11. It is the intent of the parties that this Agreement constitutes a long term commitment of mutual use and cooperation. Understanding that the use of terms such as "perpetual" and "permanent" prove to be unworkable, and that future circumstances of either party may change the need or workability of this Agreement, the parties agree that the initial term of this Agreement shall be for twenty five (25) years. This Agreement may be renewed, and the parties expect in good faith to renew and continue to renew this Agreement, thereafter on mutual agreement of the parties for five (5) years terms under such conditions as the parties may agree.
 - a. The parties agree that if at the end of the twenty five (25) year initial agreement, the value for the District has not been equalized, the District may carryover such unequalized value in a renewed five (5) year agreement and in subsequent five (5) year agreements until such value is equalized. The parties further agree that if at the end of the twenty five (25) year initial term of this agreement, the parties mutually do not renew the agreement, the unequalized District value, if any remains, will be relinquished and waived.
12. The parties agree that as two public entities, the advent of litigation between the two arising from the terms of this agreement will be a waste of public resources. As such the parties agree that any disputes that arise from this agreement will be resolved by the appropriate staff of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Superintendent of the District and the President of the University. If the Superintendent and the President cannot resolve the dispute, then the dispute will be referred to the Chairperson of the School Board and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation arising from this Agreement.
13. This Agreement is subject to the approval of the State Board of Education.

14. This Agreement is subject to the approval of the School Board of the District.

Boise State University

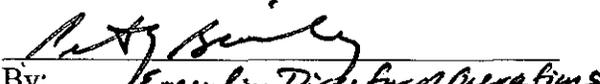


By: Stacy Pearson

Its: Vice President of Finance and Administration

DATED: 6/20/2007

The Boise Independent School District



By: Executive Director of Operations

Its: Peter J. Bailey

DATED: 6-21-07



Order No.: A0764472

WARRANTY DEED

For Value Received,

State of Idaho, by and through the State Board of Education, c/o Boise State University, the Grantor, does hereby grant, bargain sell and convey unto, Independent School District of Boise City, whose current address is 8169 W. Victory Road, Boise, Idaho 83709, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

A parcel of land located in the East half of Section 29, and the West half of Section 28 of Township 3 North, Range 3 East, Boise Meridian, Boise, Ada County, Idaho, being Parcel A of Record of Survey No. 7496 recorded August 4, 2006 as Instrument No. 106125438, records of Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 19, 20, 29 and 30 of said Township 3 North, Range 3 East; thence
 South 89°24'07" East, 5300.35 feet on the Section line common to said Sections 21 and 28 to the section corner common to Sections 20, 21, 28 and 29, of said Township 3 North, Range 3 East; thence
 South 00°04'29" East, 2612.79 feet (formerly described as South 00°04'44" East, 2612.90 feet) on the section line common to said Sections 28 and 29 to the quarter section corner common to said Sections 28 and 29; thence
 South 00°55'05" West, 719.58 feet (formerly described as South 00°55'05" West 719.16 feet) on the section line common to said Sections 28 and 29 to a point on the Northerly right-of-way line of East Warm Springs Avenue (formerly State Highway 21), said point being the Real Point of Beginning; thence leaving said section line
 North 51°17'49" West, 461.96 feet on the Northerly right-of-way line of said East Warm Springs Avenue to a point on the Easterly boundary line of Golden Dawn Mobile Home Subdivision Unit No. 1, as same is shown on the plat thereof recorded in Book 22 of Plats at Page 1418 of Ada County Records; thence leaving said Northerly right-of-way line
 North 38°47'03" East, 986.33 feet (formerly described as North 38°26'50" East) on the Easterly boundary line of Golden Dawn Mobile Home Subdivision Unit No. 1, 2 and 3 to the Southwesterly corner of that triangular shaped parcel of land described in the first section of Warranty Deed Instrument Number 8751249 of Ada County Records; thence leaving said Golden Dawn Mobile Home Subdivision Unit No. 3

North 85°21'00" East, 121.78 feet (formerly described as North 84°47'20" East, 122.27 feet) on the Southerly boundary line of said Warranty Deed Parcel to an angle point on the Southerly boundary line of Barberton Subdivision No. 2 as same is shown on the Plat thereof, recorded in Book 50 of Plats at Page 4080 of Ada County Records; thence North 85°05'15" East, 225.18 feet (formerly described as North 84°56'30" East, 224.60 feet) on the Southerly boundary line of said Barberton Subdivision No. 2 to the Southeasterly most corner of Lot 10, Block 4 of said Barberton Subdivision No. 2; thence leaving said Barberton Subdivision No. 2

South 64°36'47" East, 362.81 feet (formerly South 64°37'47" East) on the Southerly boundary line of that parcel of land as described in that Quitclaim Deed Instrument Number 105135285 of Ada County Records; thence leaving said Southerly boundary line South 24°36'12" West, 1315.85 feet to a point of curve on the Northerly right-of-way line of East Warm Springs Avenue, as same is shown on Record of Survey Number 4593 of Ada County Records; thence 269.28 feet on the arc of a curve to the right, said curve having a radius of 1106.00 feet, a central angle of 13°57'00" and a chord distance of 268.62 feet which bears North 58°16'19" West on said Northerly right-of-way line; thence

North 51°17'49" West, 197.99 feet (formerly described as 198.13 feet) on said Northerly right-of-way line to the Real Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: June ___, 2007

State of Idaho, by and through the State Board of Education acting as Board of Trustees of Boise State University

BY: _____
 Stacy Pearson
 Vice President of Finance and
 Administration

State of Idaho)
) ss.
 County of Ada)

On this _____ day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacy Pearson, known or identified to me to be the Vice President of Finance and Administration of Boise State University, the body politic and corporate that executed the within instrument or the person who executed the instrument on behalf of said body politic and corporate, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 NOTARY PUBLIC for Idaho
 My Commission Expires: _____



Order No.: A0766581

WARRANTY DEED

For Value Received,

Independent School District of Boise City, the Grantor, does hereby grant, bargain sell and convey unto,

State of Idaho, by and through the State Board of Education acting as Board of Trustees of Boise State University, whose current address is 1910 University Dr., Boise, Idaho 83725, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel 1:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being portions of Thos. Davis' Third Addition Subdivision as filed in Book 2 of Plats at Page 97, Official Records of Ada County, Idaho and also being portions of said Thos. Davis' Third Addition Subdivision having been vacated on the 4th day of December, 1924 according to Instrument No. 113726 filed in Book 10 at Page 96, Official Records of Ada County, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition, being also the REAL POINT OF BEGINNING;

Thence continuing along said North line North 82°08'05" East, 0.27 feet to the Southwest corner of Block 4, said Thos. Davis' Third Addition; Thence along the South line of said Block 4 and continuing along the North boundary line of said Thos. Davis' Third Addition South 77°58'53" East, 194.39 feet to the Southwest corner of Lot 1, Block 5, said vacated portion of Thos. Davis' Third Addition; Thence along the westerly line of said Lot 1 and continuing along the common easterly line of Mrs. Gray's Subdivision as filed in Book 3 of Plats at Page 103, Official Records of said

Ada County, North $11^{\circ}18'26''$ East, 148.02 feet (formerly described as being North $10^{\circ}55'$ East, 148.64 feet on said Thos. Davis' Third Addition) to the Northeast corner of said Lot 1, being also a point on the curved southerly right-of-way of E. Warm Springs Ave.; Thence along said southerly right-of-way and a curve to the right an arc distance of 15.67 feet, said curve having a radius of 679.78 feet, a central angle of $1^{\circ}19'15''$, and a long chord bearing and distance of South $68^{\circ}12'46''$ East, 15.67 feet; Thence continuing along said southerly right-of-way South $67^{\circ}33'08''$ East, 45.66 feet to the beginning of a curve to the right; Thence

along said curve to the right an arc distance of 134.96 feet, said curve having a radius of 679.78 feet, a central angle of $11^{\circ}22'30''$, and a long chord bearing and distance of South $61^{\circ}51'53''$ East, 134.74 feet; Thence continuing along said southerly right-of-way South $56^{\circ}10'38''$ East, 249.45 feet to a found lead & tack in a concrete sidewalk marking the Northeast corner of the westerly 25 feet of Lot 2, Block 8, said vacated portion of Thos. Davis' Third Addition; Thence

along the East line of said westerly 25 feet of Lot 2 South $34^{\circ}13'36''$ West, 122.00 feet to the Southeast corner of said westerly 25 feet of Lot 2; Thence

along the South line of said Lot 2 and Lot 3, Block 8 said Thos. Davis' Third Addition, South $55^{\circ}45'59''$ East, 60.00 feet to the intersection with the northerly extension of the East line of the westerly 15 feet of Lot 10, Block 8, said vacated portion of Thos. Davis' Third Addition; Thence

along said East line and northerly extension thereof South $34^{\circ}13'36''$ West, 168.01 feet to the intersection with the centerline of vacated Davis Street per said vacated portion of Thos. Davis' Third Addition; Thence

along said centerline South $55^{\circ}45'59''$ East, 171.11 feet to the intersection with the easterly boundary line of said vacated portion of Thos. Davis' Third Addition; Thence along said easterly boundary line South $33^{\circ}02'54''$ West, 655.70 feet to the Southeast corner thereof; Thence along the southerly boundary line of said vacated portion of Thos. Davis' Third Addition and the northerly line of vacated Citizens right-of-way North $33^{\circ}36'49''$ West, 347.69 feet to an angle point thereon; Thence

continuing along said southerly boundary line and said northerly line of vacated Citizens right-of-way North $56^{\circ}49'45''$ West, 111.77 feet to the intersection with the easterly line of vacated Avenue B. South of said Thos. Davis' Third Addition, as vacated according to Quitclaim Deed Instrument No. 7937216 recorded on July 6, 1979 and Quitclaim Deed Instrument No. 7949049 recorded on September 5, 1979, Official Records of said Ada County; Thence along said easterly line of vacated Avenue B. South North $1^{\circ}07'03''$ East, 689.77 feet to the REAL POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian., Ada County, Idaho, being Lot 3 and the South 7.42 feet of Lot 2 and Lots 4 to 7 inclusive of Block 1, and Lot 1, Lot 2 excepting the South 10.00 feet therefrom, a portion for Lot 6, Lots 7 to 12 inclusive and a portion of Lot 13 in Block 2, and all of Block 3, all of the above described property being in Thos. Davis' Third Addition to Boise City, Ada County, Idaho, as the same appears on the official Plat filed in Book 2 of Plats at Page 97 in the Recorder's office of said Ada County, Idaho; together

with those streets and alleys having been vacated according to Quitclaim Deed Instrument No. 7937216 recorded on July 6, 1979 and Quitclaim Deed Instrument No. 7949049 recorded on September 5, 1979, Official Records of said Ada County, all being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South $01^{\circ}07'03''$ West, 2623.17 feet; Thence South $2^{\circ}53'27''$ East, 475.48 feet (formerly described as being South $2^{\circ}21'$ East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence along the North line of said Thos. Davis' Third Addition North $82^{\circ}08'05''$ East, 363.41 feet (formerly described as being North $81^{\circ}36'30''$ East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition; Thence along said northerly extension South $01^{\circ}07'03''$ West, 16.20 feet to the Northwest corner of Lot 17, Block 5 of said Thos. Davis' Third Addition, being the REAL POINT OF BEGINNING; Thence along the said East line of Avenue B. South and the northerly extension thereof South $01^{\circ}07'03''$ West, 673.57 feet to the intersection with the southerly boundary line of said Thos. Davis' Third Addition, being also the northerly line of the vacated Citizens right-of-way; Thence along said southerly boundary line and said northerly line of the said vacated Citizens right-of-way North $56^{\circ}49'45''$ West, 262.16 feet to the intersection with the southerly extension of the westerly line of said Lot 13, Block 2; Thence along said southerly extension North $01^{\circ}07'03''$ East, 58.99 feet to the Southwest corner of said Lot 13; Thence along the southerly line of said Lot 13 South $56^{\circ}49'45''$ East, 12.39 feet to an angle point thereon; Thence continuing along said southerly line North $81^{\circ}42'51''$ East, 10.03 feet to the intersection with the easterly line of that certain parcel of land Quitclaimed according to Quitclaim Deed Recorded on September 9, 1980 as Instrument No. 8042471, Official Records of said Ada County; Thence along said easterly line the following courses and distances:
 Thence North $00^{\circ}46'41''$ East, 115.15 feet;
 Thence North $01^{\circ}06'29''$ East, 59.20 feet;
 Thence North $70^{\circ}19'01''$ West, 20.78 feet to the intersection with the westerly line of Lot 6, Block 2, said Thos. Davis' Third Addition; Thence along said westerly line North $01^{\circ}07'03''$ East, 8.00 feet to a found lead & tack monument marking the intersection with the easterly extension of the northerly line of the southerly 10.00 feet of Lot 2, Block 2, said Thos. Davis' Third Addition; Thence along the said northerly line and easterly extension thereof South $82^{\circ}08'05''$ West, 138.46 feet to the intersection with the westerly boundary line of said Thos. Davis' Third Addition, being also the easterly right-of-way of S. Broadway Ave.; Thence along said westerly boundary line North $01^{\circ}07'03''$ East, 181.37 feet to the intersection with the northerly line of the southerly 7.42 feet of Lot 2, Block 1, said Thos. Davis' Third Addition; Thence

along said northerly line and the easterly extension thereof North 82°08'05" East, 138.46 feet to the intersection with the westerly line of Lot 4, Block 1, said Thos. Davis' Third Addition; Thence
 along said westerly line North 01°07'03" East, 74.93 feet to the Northwest corner of said Lot 4; Thence
 along the northerly line of said Block 1 North 82°08'05" East, 224.95 feet to the REAL POINT OF BEGINNING.

Parcel 3:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of said SW 1/4 together with a portion of Block 4, Thos. Davis' Third Addition Subdivision as filed in Book 2 of Plats at Page 97, Official Records of Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence
 along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition; Thence
 continuing along said North line North 82°08'05" East, 0.27 feet to the Southwest corner of Block 4, said Thos. Davis' Third Addition, being the REAL POINT OF BEGINNING; Thence along the easterly extension of said North line and also being the South line of that certain parcel of land described in Deed Book 56, Page 168, recorded on April 27, 1905, Official Records of said Ada County, North 82°08'05" East, 40.63 feet to the Southeast corner of said parcel described in Deed Book 56, Page 168; Thence along the East line of said parcel described in Deed Book 56, Page 168 and the northerly extension thereof, North 11°18'26" East, 142.22 feet to the intersection with the southerly right-of-way of E. Warm Springs Ave.; Thence along said southerly right-of-way South 78°41'34" East, 31.00 feet to the Northwest corner of that certain parcel of land described in Deed Book 398, Page 382, Official Records of said Ada County; Thence
 along the West line of said parcel South 11°18'26" West, 90.95 feet to the Southwest corner thereof; Thence along the South line of said parcel South 78°41'34" East, 25.00 feet to the Southeast corner of said parcel, being also a point on the West line of Mrs. Gray's Subdivision, as filed in Book 3 of Plats at Page 103, Official Records of said Ada County; Thence
 along said West line South 11°18'26" West, 5.00 feet to the Southwest corner of said Mrs. Gray's Subdivision; Thence along the South line of said Mrs. Gray's Subdivision South 78°52'58" East, 100.00 feet to the Southeast corner thereof, being also a point on the West line of Vacated Lot 1, Block 5, Thos. Davis' Third Addition, as vacated by Instrument No. 113726 recorded on December 4, 1924 in Book 10 at Page 96, Official

Records of said Ada County; Thence along said West line South $11^{\circ}18'26''$ West, 62.36 feet to the Southwest corner thereof; Thence along the Northerly line of said vacated Thos. Davis' Third Addition North $77^{\circ}58'53''$ West, 194.39 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the above described parcel lying inside the banks of the Valley Ditch (Boise City Canal), more particularly described as follows:

Commencing at the southerly terminus of that certain course described as North $11^{\circ}18'26''$ East, 142.22 feet in the above described parcel; Thence North $11^{\circ}18'26''$ East, 89.60 feet to the South bank of said Valley Ditch, being also the REAL POINT OF BEGINNING;

Thence continuing North $11^{\circ}18'26''$ East, 9.62 feet to the North bank of said Valley Ditch; Thence along said North bank South $84^{\circ}51'21''$ East, 31.18 feet; Thence South $11^{\circ}18'26''$ West, 9.35 feet to the said South bank, thence along said South bank North $85^{\circ}27'37''$ West, 31.22 feet to the REAL POINT OF BEGINNING.

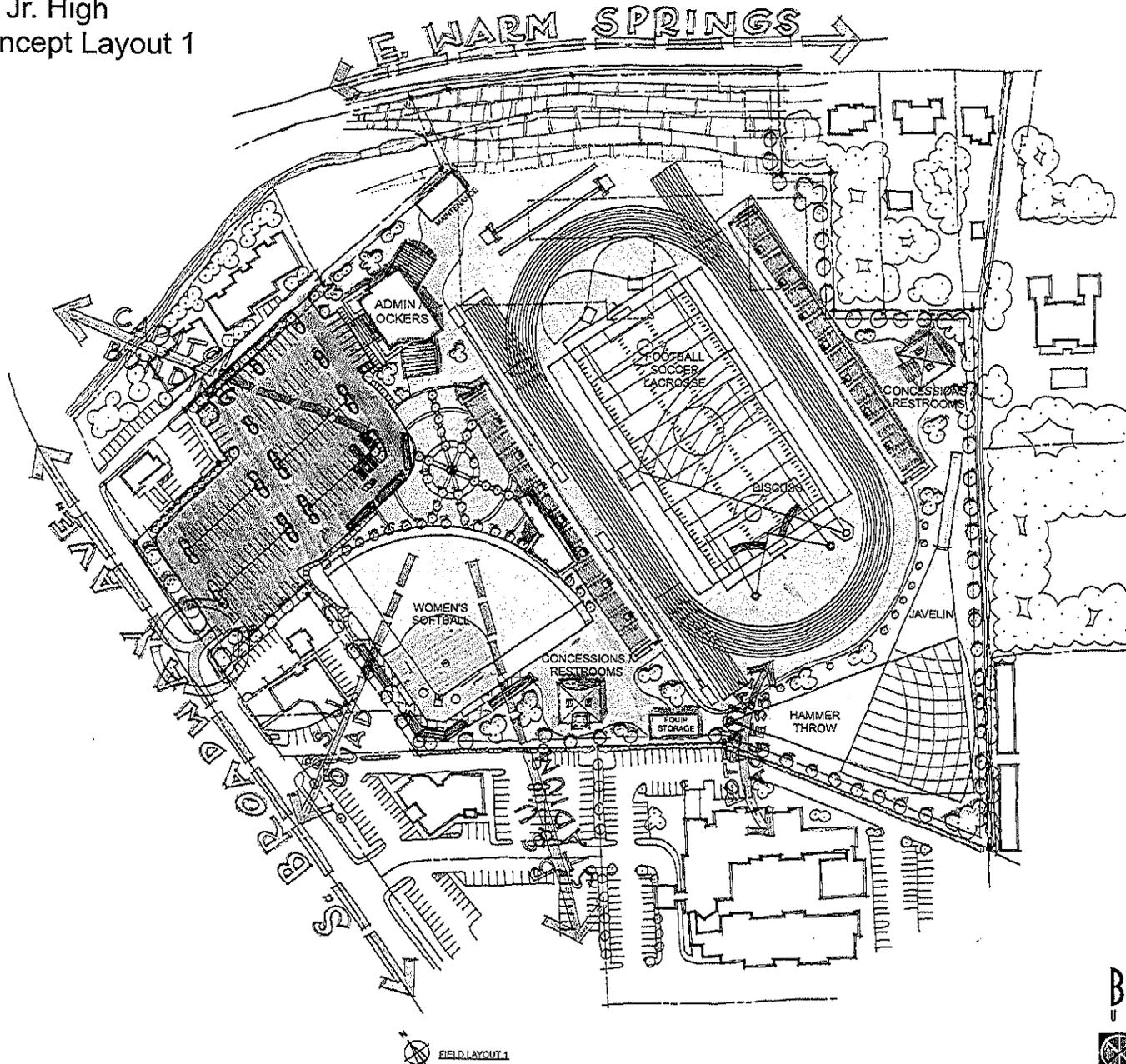
Parcel 4:

A parcel of land being all of Lots 1 through 4 inclusive of Mrs. Gray's Subdivision as filed in Book 3 of Plats at Page 103, Official Records of Ada County, Idaho and located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears $01^{\circ}07'03''$ West, 2623.17 feet; Thence South $60^{\circ}08'12''$ East, 584.91 feet (formerly described as being South $61^{\circ}05'$ East, 574.32 feet on the Plat of said Mrs. Gray's Subdivision) to the Northwest corner of Lot 3 thereon, being also a point on the curved southerly right-of-way of E. Warm Springs Ave. and the REAL POINT OF BEGINNING;

Thence along the northerly lines of said Lot 3 and Lot 1, said Mrs. Gray's Subdivision and along said southerly right-of-way along a curve to the right an arc distance of 100.57 feet, said curve having a radius of 679.78 feet, a central angle of $8^{\circ}28'35''$ and a long chord having a bearing and distance of South $73^{\circ}06'40''$ East, 100.48 feet to the Northeast corner of said Lot 1; Thence along the easterly lines of said Lot 1 and Lot 2, said Mrs. Gray's Subdivision South $11^{\circ}18'26''$ West, 85.66 feet to the Southeast corner of said Lot 2; Thence along the southerly lines of said Lot 2 and Lot 4, said Mrs. Gray's Subdivision North $78^{\circ}52'58''$ West, 100.00 feet to the Southwest corner of said Lot 4; Thence

Sports Complex
at East Jr. High
Illustrative Concept Layout 1

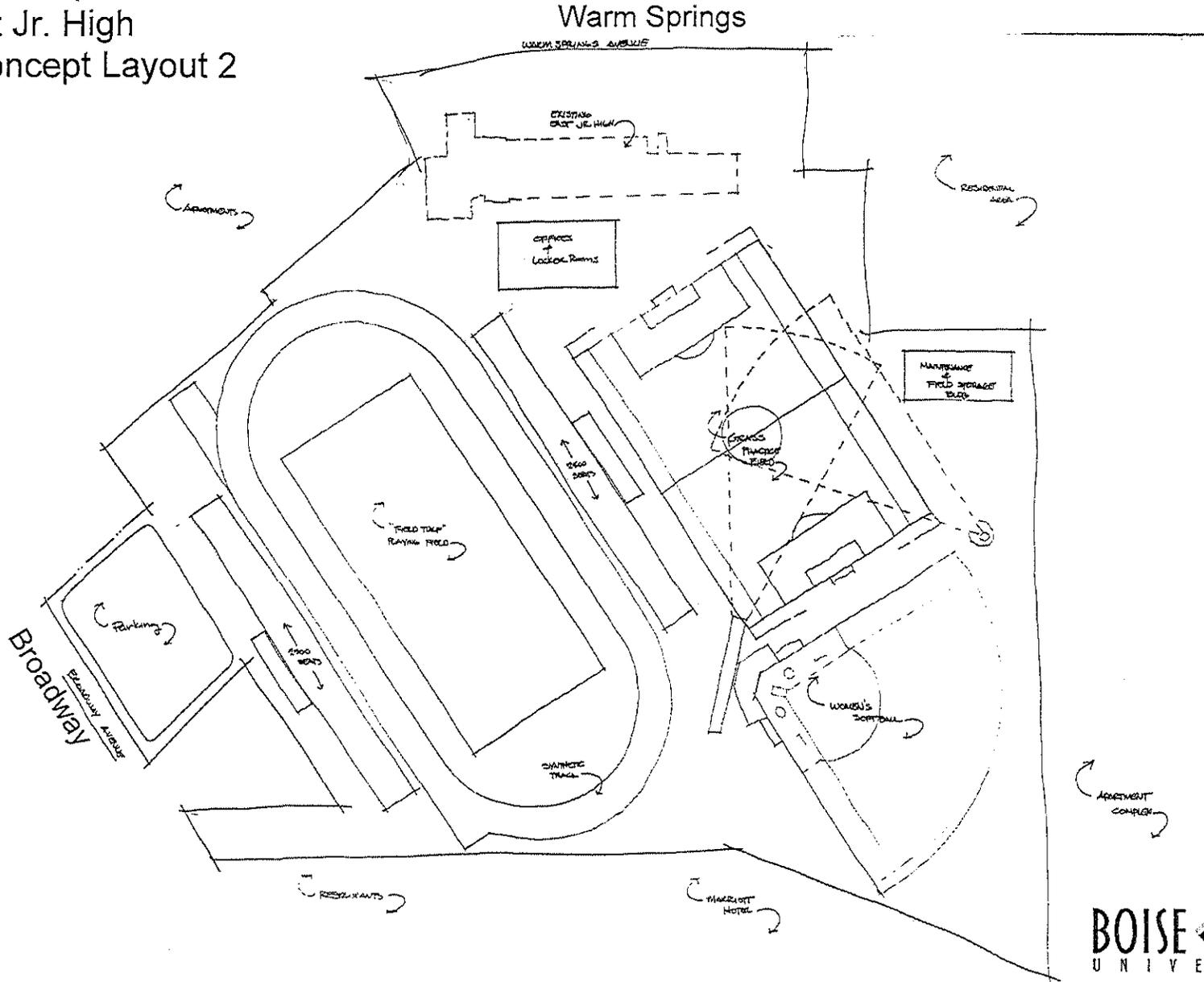


BOISE STATE
UNIVERSITY

Slichter Architects, pllc
9411 Ustick Road Boise, Idaho 83704
Tel 208.656.1670 Fax 208.322.0056

04/18/07

Sports Complex at East Jr. High Illustrative Concept Layout 2



FIELD LAYOUT 2
PAGE 1 OF 1

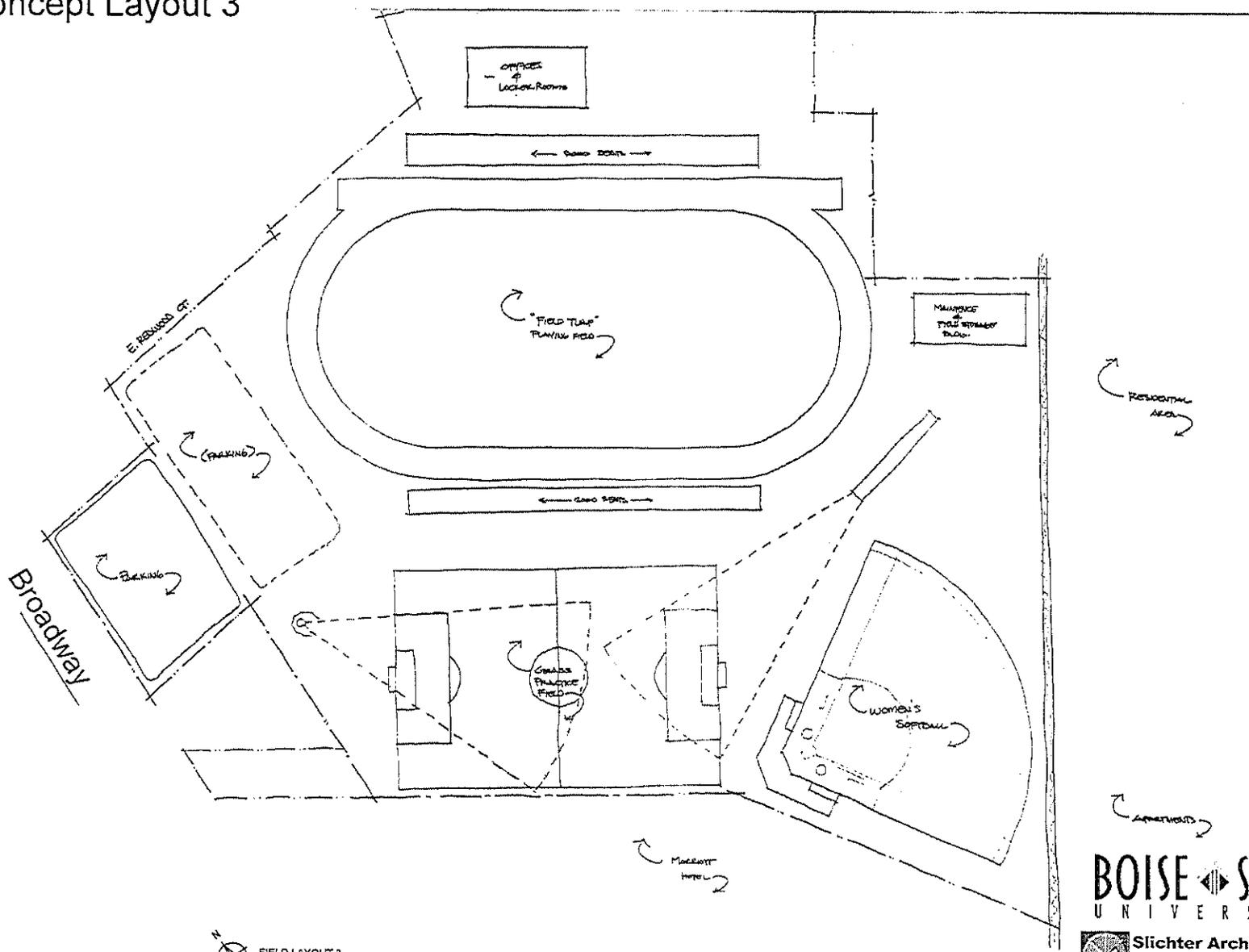
BOISE STATE
UNIVERSITY

Slichter Architects, pllc
6011 Ustick Road Boise, Idaho 83704
Tel 208.658.1679 Fax 208.322.0098

04/18/07

Sports Complex at East Jr. High Illustrative Concept Layout 3

Warm Springs



FIELD LAYOUT 3
SCALE 1"=20'



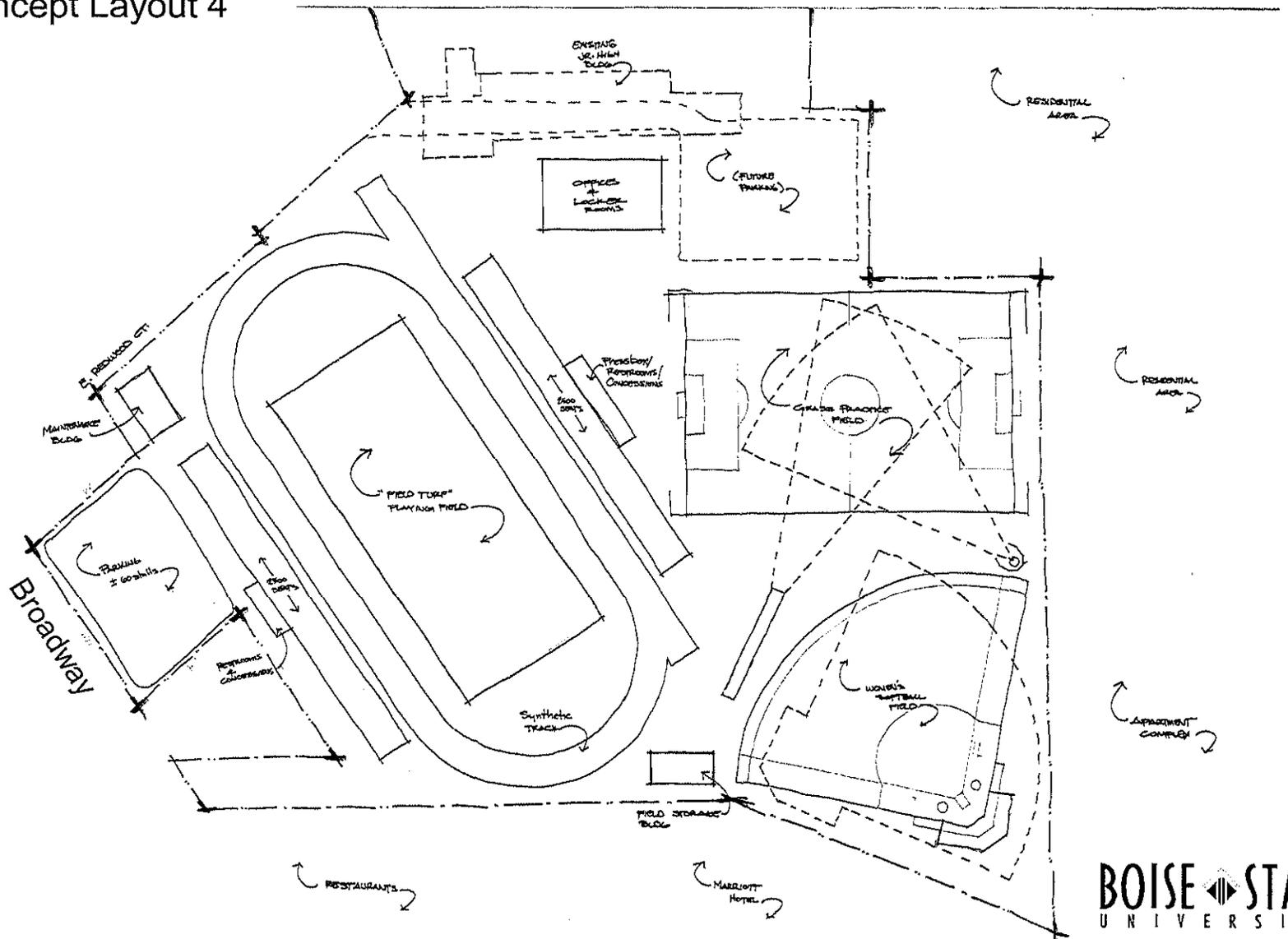
Slichter Architects, pllc
 5611 Ustick Road Boise, Idaho 83704
 Tel 208.658.1679 Fax 208.322.0098

04/18/07

Sports Complex at East Jr. High Illustrative Concept Layout 4



Warm Springs



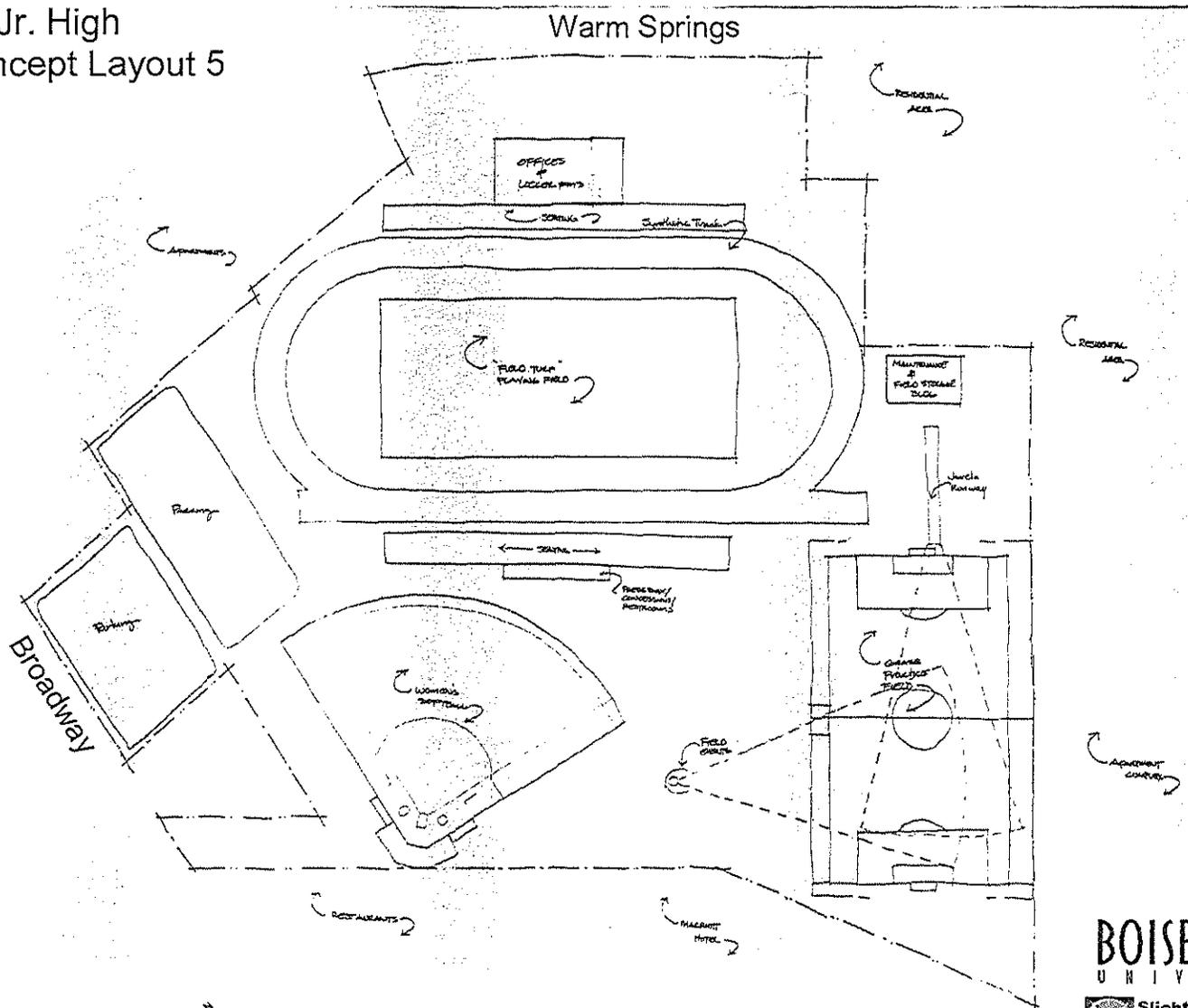
FIELD LAYOUT 4
SCALE: 1" = 100'

BOISE STATE
UNIVERSITY

Slichter Architects, PLLC
6511 Ustick Road
Tel 208.658.1679
Boise, Idaho 83704
Fax 208.322.0098

04/18/07

Sports Complex at East Jr. High Illustrative Concept Layout 5



FIELD LAYOUT 5

BOISE STATE
UNIVERSITY

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04/18/07

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Yanke Family Research Park, Lease Termination and Property Purchase

REFERENCE

February 2008

Board approval to proceed with lease preparation

April 2008

Board approval of lease between University and Foundation

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University entered into a Board approved lease agreement with the Boise State University Foundation in August 2008 for the Yanke Family Research Park located at 220 Parkcenter Boulevard in Boise, Idaho. The Foundation acquired the property in September 2008 as part purchase, part gift from SuperValu. The Park is located on 8.3 acres near the main campus and includes an 80,000 square foot building that houses a number of University programs. In 2008 the land and building were valued at approximately \$10 million.

The terms of that lease required that the University be responsible for all operational costs of the facility, plus provide the Foundation a lease payment equal to the interest-only payment required by the Foundation's property acquisition loan. As annual pledge payments for the building have been received, the Foundation has reduced the loan principal by \$990,000 per year. The last pledged payment is expected in September 2012.

The Foundation's loan on the property will mature on October 14, 2013, and will have a remaining principal of approximately \$2 million. Per the lease agreement between the University and the Foundation, once the Foundation's purchase loan for this property is paid in full, the Foundation will immediately deed the property to the University. The University and Foundation had initially planned to secure donations to pay the \$2 million principal balance of the loan, however, subsequent fundraising efforts were directed at meeting the donation match requirement for the Micron Business and Economics Building. Consequently, no additional gifts or pledges are anticipated.

IMPACT

The University proposes to use institutional reserves to pay the remaining principal of the loan in October 2012 to avoid the interest-only costs for the period from October 2012 to loan maturity in October 2013.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The University has been responsible for the costs to operate, insure and maintain the facility; therefore approval of this item will not create an additional annual operating expense. Since the University will fund the approximately \$2 million purchase price from institutional funds, no additional debt will be incurred for this transaction.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy V.B.10.b.i. provides that “No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been received by the Governor and the Joint Finance-Appropriations Committee. Written notification shall be submitted by the Office of the State Board of Education or a community college within ten business days of final project approval by the State Board of Education” To date this facility has not been eligible for occupancy costs because it is leased by the University, and leased facilities are not considered “eligible space” under the policy. However, upon the University’s purchase of the facility it would become eligible to request occupancy costs.

The University will save approximately \$500,000 by paying off the loan early. This is derived from either 1) interest payments totaling about \$500K for a new \$2M loan, or 2) the sum of all payments on a new 2 year loan would be \$2.5M, less \$2M purchase for a difference of \$500K. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to purchase the Yanke Family Research Park facility located at 220 Parkcenter Boulevard from the Boise State University Foundation for the principal balance of the loan, estimated to be approximately \$2 million, and to direct Board staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee within ten business days pursuant to Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Bank Loan Interest Reduction – Information Item

REFERENCE

June 17, 2010	Regents approval of construction of Kibbie Activity Center Enhancement Project for a total project cost not to exceed \$5,310,000 and approving bridge financing of approximately \$2.9 million.
August 12, 2010	Regents approval of Borrowing Resolution for loan of up to \$2.9 million at an interest rate of 5.0%

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K (Construction Projects) and Section V.F (Bonds and Other Debt).

BACKGROUND/DISCUSSION

Wells Fargo Bank has agreed to revise the interest rate on the bridge loan used to finance the Kibbie Activity Center Enhancement Project from the original rate of 5.0% to 4.25%, with no other changes to the loan terms. The effective date of the change is July 1, 2012. The Kibbie Activity Center Enhancement Project is supported 100% by donated funds. The bridge loan funded completion of construction while the pledges were being collected.

IMPACT

Interest savings from the change are estimated to be approximately \$57,000. The University will pay a small amount of legal fees for document review and preparation.

STAFF COMMENTS AND RECOMMENDATIONS

UI general counsel contacted Board staff to inquire whether this transaction needed prior Board approval. Board staff advised counsel that given that the Board's August 2010 motion to approve capped the rate at 5%, the fact that the rate is being decreased (not increased), and that there are no other changes in the loan terms, this was not a matter requiring approval of the Board. Board staff suggested bringing this as an information item was appropriate.

BOARD ACTION

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

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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Convey a Deed of Dedication for property owned by the Regents to the City of Moscow to construct and maintain a public sidewalk

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.1.5.b(3)

BACKGROUND/DISCUSSION

The City of Moscow is proposing to construct an ADA accessible sidewalk between the Palouse Mall and Walmart. The sidewalk would improve safety and accessibility between retail areas and campus residences.

To complete the designed project, the City is seeking permission to construct and maintain a new sidewalk on approximately 332 square feet of Regents property fronting State Highway 8 and the City of Moscow's Hatley Way. The subject property is currently vacant grassy roadside outside the leased premises of Palouse Mall. A portion of the proposed dedication is already within the previously constructed Hatley Way street improvement. The development of the adjoining sidewalk will not impact any existing University of Idaho uses of the property and conveyance of the portion of the property under the existing Hatley Way will provide ownership rights to the City of Moscow for an 800 square foot parcel on which the City's Hatley Way had already been constructed prior to Regents' current ownership.

The University will not pay for any of the improvements nor be responsible for any ongoing maintenance. Dedication of the 0.026 acres of land will accommodate the new sidewalk improvements and existing street improvements in a manner that benefits community pedestrian accessibility and recognizes the City's construction and maintenance responsibility for the small portion of Hatley Way previously constructed on land now belonging to the Regents.

The University did not hire an independent appraisal, but in consideration of the City's construction and maintenance of the existing and proposed public improvements, and the characteristics of the subject property, University staff concluded that the land values determined for an adjoining parcel by an appraisal hired by the University in 2011 represented a sufficient and cost effective estimate of land value to satisfy the disposal requirements of Section 53-335, Idaho Code. Using that 2011 appraisal of a twenty foot strip of property immediately north of the subject property, University staff determined that the dedication would diminish the value to the University's retained parcels by approximately \$4,500. University staff concluded this diminishment is more than compensated by the value of the public improvements benefiting accessibility for

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

students and community members accessing retail areas near campus and reflects improvements consistent with University plans for this commercial area.

IMPACT

The University will not pay any construction costs for this improvement project, nor will it be responsible for ongoing maintenance and repair. The University will not receive payment for the 1,132 square feet of land dedicated to the project; however the University's students and visitors will benefit from the improved pedestrian access to retail areas adjoining campus.

ATTACHMENTS

Attachment 1 - Proposed Deed of Dedication	Page 3
Attachment 2 - Proposed Perpetual Maintenance Agmt	Page 7
Attachment 3 - Map	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the deed of dedication to the City of Moscow in substantial conformance to the forms submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute such document.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DEED OF DEDICATION

The University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, by and through its Board of Regents, PO Box 443168, Moscow, Idaho 83844 (hereinafter "GRANTOR") for value received, do hereby convey and dedicate unto CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTEE") for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A portion of those parcels of land owned by the University of Idaho and described in Instruments No.547160 and No.266523, records of Latah County, situated in the southeast quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, as shown on the attached Exhibit 'A' (Dedication Area), and being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of said Section 12, said point being marked with a 5/8 inch diameter rebar with yellow plastic cap marked PE/LS 1768; thence along the west line of said southeast quarter, said line also being the westerly line of said parcel described in Instrument No.547160, S01°07'10"W, 1388.42 feet to the POINT OF BEGINNING:

Thence continuing along said west line, S01°07'10"W 40.00 feet; thence N89°56'59"E, 20.00 feet, to the east line of said University of Idaho parcel; thence along said east line N01°07'10"E 22.48 feet; thence leaving said east line, N89°56'59"E 30.82 feet along the northerly right-of-way line of State Highway 8 to the southwest corner of that parcel of land described in Instrument No. 332595; thence along the westerly boundary of said parcel, N01°07'10"E 7.52 feet; thence S89°56'59"W 20.82 feet; thence N01°07'10"E 10.00 feet; thence S89°56'59"W 10.00 feet to a point on the easterly boundary of said parcel described in Instrument No.547160, thence continuing S89°56'59"W, 20.00 feet to the POINT OF BEGINNING.

Containing 1132 square feet, more or less.

IN WITNESS THEREOF, GRANTOR has hereunto set its hand and seal this

_____ day of _____, 2012.

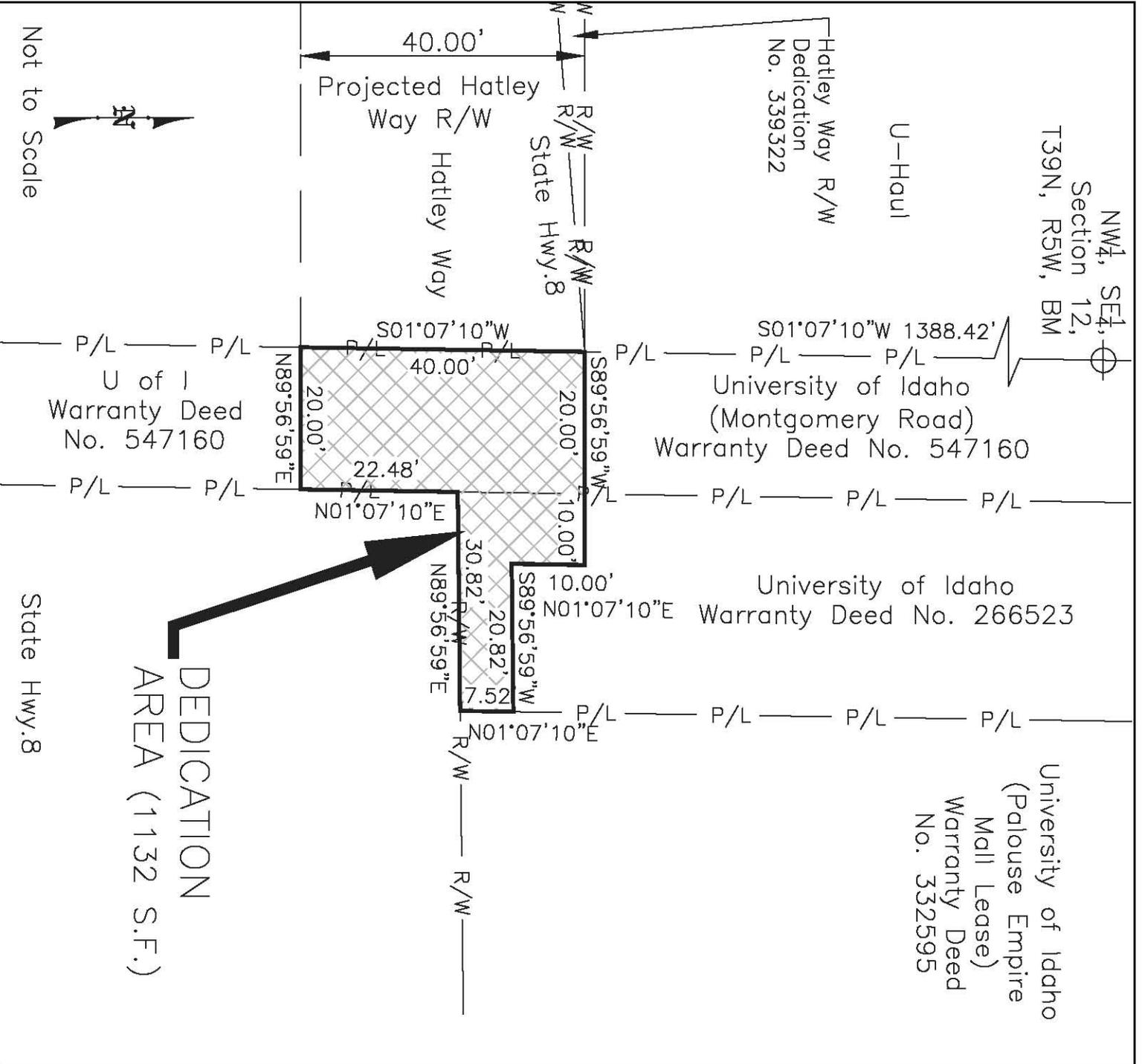


EXHIBIT 'A'
 DEED OF DEDICATION
 THE REGENTS OF THE UNIVERSITY OF IDAHO
 TO THE CITY OF MOSCOW
 AUGUST, 2012

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PERPETUAL MAINTENANCE AGREEMENT
BETWEEN THE REGENTS OF THE UNIVERSITY OF IDAHO
AND CITY OF MOSCOW, IDAHO

This Perpetual Maintenance Agreement between the Regents of the University of Idaho and City of Moscow, Idaho (hereinafter "agreement") is made between The University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, PO Box 443168, Moscow, Idaho 83844 (hereinafter "UNIVERSITY") and City of Moscow, Idaho, an municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "CITY").

WHEREAS, the Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho: and

WHEREAS, the City, as a municipal corporation of the State of Idaho, and as such, has the authority to contract and do all the things as allowed by the State which are not specifically prohibited or in conflict with the general laws of the Constitution of the State of Idaho, including the ability to contract and to acquire, whole, lease, and convey property, real and personal, pursuant to Idaho section 50-301: and

WHEREAS, UNIVERSITY has dedicated to CITY a portion of those parcels of land owned by the UNIVERSITY and described in Instruments No.547160 and No.266523, records of Latah County, situated in the southeast quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, as shown on the attached Exhibit 'A' (Maintenance Area), and being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of said Section 12, said point being marked with a 5/8 inch diameter rebar with yellow plastic cap marked PE/LS 1768; thence along the west line of said southeast quarter, said line also being the westerly line of said parcel described in Instrument No.547160, S01°07'10"W, 1388.42 feet to the POINT OF BEGINNING:

Thence continuing along said west line, S01°07'10"W 40.00 feet; thence N89°56'59"E, 20.00 feet, to the east line of said University of Idaho parcel; thence along said east line N01°07'10"E 22.48 feet; thence leaving said east line, N89°56'59"E 30.82 feet along the northerly right-of-way line of State Highway 8 to the southwest corner of that parcel of land described in Instrument No. 332595; thence along the westerly boundary of said parcel, N01°07'10"E 7.52 feet; thence S89°56'59"W 20.82 feet; thence N01°07'10"E 10.00 feet; thence S89°56'59"W 10.00 feet to a point on the easterly boundary of said parcel described in Instrument

No.547160, thence continuing S89°56'59"W, 20.00 feet to the POINT OF BEGINNING.

Containing 1132 square feet, more or less; and

WHEREAS, UNIVERSITY and CITY agree that CITY shall be responsible for construction maintenance, repair, replacement, and other care of and for any and all public improvements placed in such Maintenance Area by CITY in perpetuity and without cost to UNIVERSITY: and

WHEREAS, UNIVERSITY and CITY believe it to be in the Parties' best interest to enter into this Agreement.

NOW, THEREFORE, UNIVERSITY and CITY hereby agree as follows:

SECTION 1: PARTIES. The Parties to this Agreement are the Regents of the University of Idaho ("UNIVERSITY"), a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho and City of Moscow, Idaho ("CITY"), a municipal corporation of the State of Idaho.

SECTION 2: AGREEMENT TERM. This Agreement shall be permanent and shall operate in perpetuity, unless otherwise agreed to by the Parties.

SECTION 3: UNIVERSITY AND CITY AGREE. UNIVERSITY and CITY mutually agree that it is beneficial to both parties and the broader community and is an expedient use of CITY'S budget facilities and personnel that City shall, in perpetuity, be financially and contractually obligated for the construction maintenance (including snow removal), repair, replacement, and other care of any public improvement placed in the Maintenance Area shown in Exhibit "A" attached hereto and copied same as if fully transcribed herein.

Each Party assumes all of its own risks of personal injury, bodily injury including death, and/or property damage caused by the negligent acts or omissions of that Party. Except as provided above, CITY shall fully indemnify and hold harmless UNIVERSITY against all claims, which result in whole or in part from the duties and obligations performed pursuant to this Agreement.

SECTION 4: AMENDMENT. This Agreement may be amended by mutual agreement of the Parties. Amendment(s) shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

SECTION 5: OBLIGATIONS RUN WITH THE LAND

It is expressly intended by the Parties that the rights, burdens and restrictions contained in this Agreement shall run with the land and shall bind GRANTOR and GRANTEE, and their heirs, and assigns successors in interests.

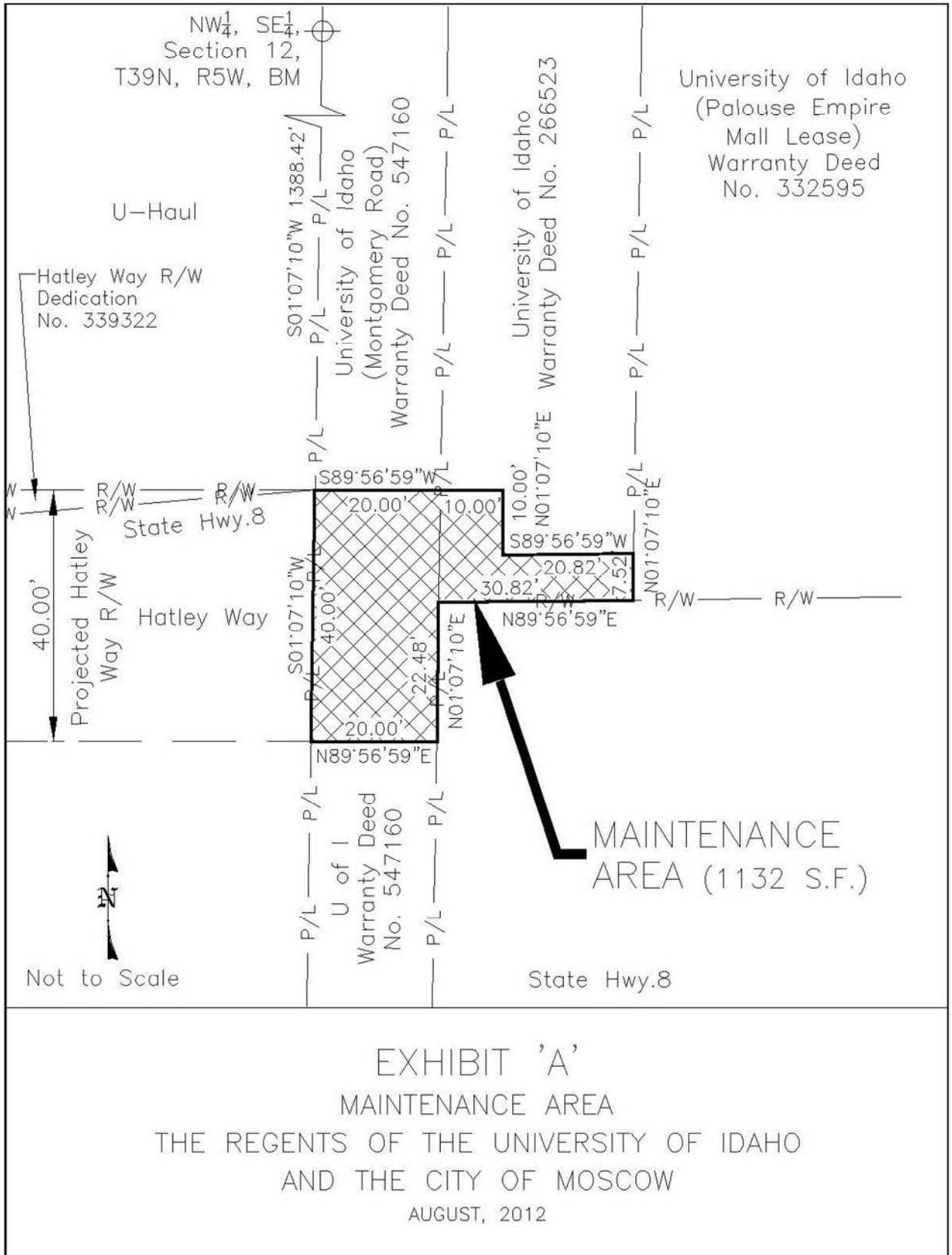
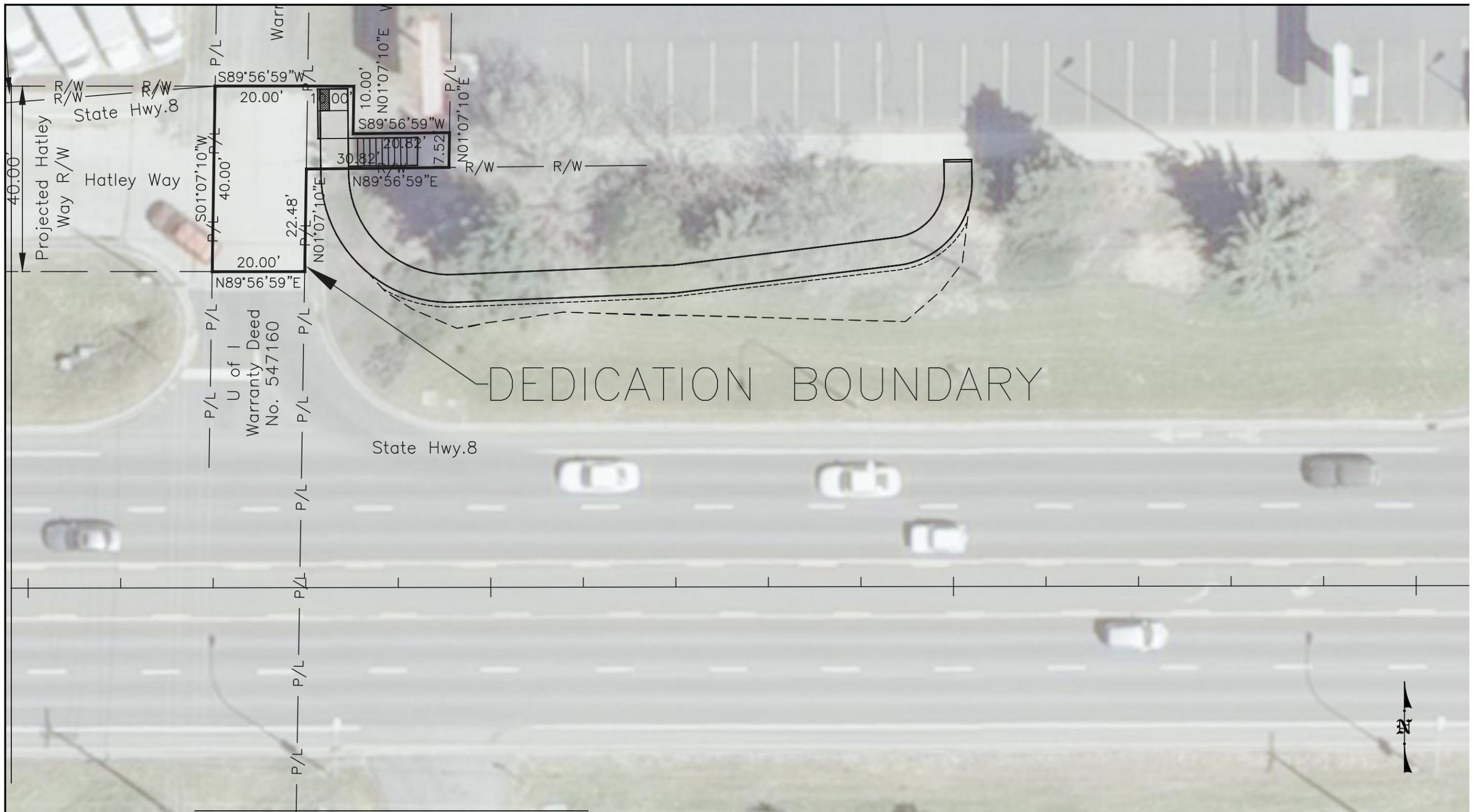


EXHIBIT 'A'
 MAINTENANCE AREA
 THE REGENTS OF THE UNIVERSITY OF IDAHO
 AND THE CITY OF MOSCOW
 AUGUST, 2012



GENERAL NOTES:

1. Contractor is responsible for underground locates. Call 811 at least 48 hours prior to excavating.
2. All work shall be in accordance with these plans and the project specifications.
3. Contractor is responsible for removal and disposal of all spoils materials.
4. Initial construction staking will be provided by the City of Moscow.



ENGINEERING DIVISION
221 E. 2ND STREET
(208) 883-7034

HATLEY WAY SIDEWALK
IMPROVEMENTS 2012

SIDEWALK PLAN & PROFILE

Sheet 2 of 5

Scale:
AS NOTED

Date:
6/26/2012

Drawn By:
R. Crumley

Checked By:
K. Lilly

Revision Date:
6/26/2012



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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Additional Capital Project Authorization Request, Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases

REFERENCE

October 2011 Initial Capital Project Authorization Request, Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases. Regular Board Meeting, October 19 & 20, 2011, Business Affairs and Human Resources Agenda, Section II, Item No. 9, page 22 of the approved minutes

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1, Section V.K.2, and Section V.K.3.

BACKGROUND/ DISCUSSION

General Background

The Niccolls Family and Consumer Sciences Building on the Moscow campus of the University of Idaho houses the Margaret Ritchie School of Family and Consumer Sciences. Constructed in 1951, it remains virtually untouched from that era, with only the most modest of renovations and improvements over the years. Architectural spaces and finishes are all extremely dated. Programmatic elements such as the Foods Laboratory were designed to support a science-based curricula focused on home and family. This curriculum has expanded to include quantity food production and dietary requirements for special health needs. An upgraded Foods Laboratory will sustain accreditation with the American Dietary Association.

In the Fall of 2009, the University initiated a Technical Assessment & Feasibility Study to look at needs, requirements and potential renovations of the Niccolls Building. A team of consultants headed by Castellaw Kom Architects of Lewiston teamed with Hummel Architects of Boise conducted a technical evaluation of the facility and identified a series of prioritized programmatic and infrastructure improvements necessary to support the programs of the Margaret Ritchie School within the Niccolls Building. The feasibility study was completed in April 2010 and focused on six general areas of needed improvements

- Foods Laboratory
- Child Development Laboratory
- Departmental Smart Classroom Development
- Future Interior Space Needs

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

- Future Exterior Building Envelope Needs
- Infrastructure Needs

Overall Project Description

The existing Food Development Laboratory is outdated and based on an outmoded model of education. It is equipped with residential equipment and was initially conceived and designed to support a residential-based educational model. The current need is to educate students in the ability to study the dietetic nutritional needs and preparation of food for large groups – be that in support of the hospitality industry, schools, institutions and other large group settings. The stations are small and cramped, the space does not have adequate air conditioning or make up air, and large southern windows add to the heat load generated by the equipment, creating an overly warm environment even on cool days. Ventilation is insufficient, and finishes are outdated and in need of repair by replacement. Circulation of occupants within and through the space is poorly planned, and there is no ability to provide for a convenient or flexible dining arrangement within the Laboratory.

The Child Development Laboratory has several spatial issues which should be addressed. These issues limit lab activities and make visual observation of children difficult. Architectural finishes are outdated and in need of repair by replacement. There are issues with the flow of drop-off activities for the parents. A washer and dryer are not located within the space, and storage options are limited. An immediate need is to add a food preparation area specific to the needs of the Child Development Laboratory. Currently teachers must use the Foods Laboratory, one floor above, and not secure against food allergies. This addition sustains the accreditation of the CDL by the National Association for the Education of Young Children.

Once the general needs of the building were identified, the consultants and the facility stakeholder committee focused on priorities for the programmatic improvements. That discussion led to recognizing the Foods Laboratory and Child Development Laboratory as the top tier programmatic priorities.

It is the intent of this project to address these and other related issues. First priority and heavy emphasis will be placed upon the Food Development Laboratory as that is the first priority identified by the stakeholder committee and the area most needing architectural revision. Improvements will be considered for the Child Development Laboratory as a second priority can be achieved within available funds.

Existing Authorization and Status Update

In October of 2011, the University sought and received authorization from the Board of Regents to begin planning and design in the amount of \$150,000.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

In addition, the University worked in collaboration with staff at the Idaho Division of Public Works, under the direction of Tim Mason, to combine the desired programmatic scope of work with an HVAC infrastructure Improvements project funded via the State of Idaho Permanent Building Fund (PBF). Combining the University of Idaho Architectural and Programmatic Renovations effort with the DPW/PBF infrastructure effort will result in a more seamless integration of the two project efforts and should also result in cost savings. The intent of the University to work with the Division of Public Works and to combine these two project efforts together was noted and highlighted as an additional information item in the initial Authorization Request submitted and approved in October of 2011.

Since then, the Division of Public Works issued a Request for Qualifications (RFQ) for planning and design phase architectural services for the combined project scope and joint team of University of Idaho and DPW personnel have selected Castellaw Kom Architects of Lewiston, Idaho for the planning and design phases.

Preliminary Planning and programmatic discussion involving representatives from the University of Idaho, DPW and Castellaw Kom have led to a total scope definition which results in a total project of approximately \$2,600,000. This is an increase over that which was reported in the referenced October, 2011 Authorization request. The increase is the result of two actions:

- The addition of the State of Idaho PBF financed infrastructure project – authorized via the Permanent Building Fund Alteration and Repair Category process.
- Further definition of the second priority need, Improvements to the Child Development Laboratory, and inclusion of those elements into the scope of the project.

The project scope is now:

Item:	Estimate:
Original Anticipated Scope per Oct 2011 Authorization Request	\$ 1,300,000
Infrastructure Scope funded by the State of Idaho PBF	\$ 776,300
Additional Scope, Child Development Laboratory Improvements	\$ 523,700
Total Project Scope/Estimate:	\$ 2,600,000

Authorization Request

This request is for additional Capital Project Authorization to plan and design renovations and improvements to the Food Preparation Laboratory and Child Development Laboratory at the Niccolls Building. This request is sought for the Planning and Design phases only – construction authorization is not being sought at this time.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

As stated, the anticipated eventual total project effort – to include the State of Idaho PBF funded infrastructure scope - is valued at \$2,600,000 to include design phase and construction costs and appropriate and precautionary contingency allowances.

Funding for this project will include State of Idaho PBF funds, Gift funds donated to the University and intended specifically for this project, and College funds from the College of Agricultural and Life Sciences (CALs).

The University currently seeks authorization to expend up to 10% of that total project value, or \$260,000, on Planning and Design Phase activities.

Existing Authorization in place is \$150,000, achieved in October, 2011 at the Regular meeting of the Board. This request therefore represents an increase of \$110,000 in planning and design authorization.

Upon the conclusion of the Planning and Design Phase Activities, the University will return to the Board of Regents with a separate authorization request for Construction Phase activities.

Additional Information

Coordination with the University's Strategic Plan: This project directly supports the University's strategic plan and its education and outreach goals. The project is in alignment with the strategic goals and objectives of the College of Agricultural and Life Sciences. Further, it is fully consistent with the stated goals and intents of the Technical Assessment & Feasibility Study for the Niccolls Building, the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

IMPACT

The Immediate fiscal impact of this effort is \$260,000.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 77,000	Construction	\$ 0
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 260,000
Other (CALs)	\$ 33,000	Contingency	<u>\$ 0</u>
Private	<u>\$ 150,000</u>		
Total	\$ 260,000	Total	\$ 260,000

The overall, projected eventual impact assuming that the desired Construction Phase is eventually authorized upon successful completion of this Planning and Design Phase is \$2,600,000.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The Board previously approved a request from UI to begin planning and design on this project. The scope of the project has expanded due to the addition of state Permanent Building Fund alteration and repair moneys to perform HVAC improvements and inclusion of improvements to the Child Development Laboratory. UI is requesting approval to increase the amount authorized for planning and design. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to supplement the Planning and Design Phase of the Niccolls Family and Consumer Sciences Building Renovations to increase the authorization by \$110,000, to a total authorization of \$260,000. Authorization includes the authority to execute all requisite consulting, design, and vendor contracts necessary to fully implement the Planning and Design Phases of the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of August, 2012**

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Additional Capital Project Authorization Request, Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases., University of Idaho, Moscow, Idaho
- 2 Project Description:** Design phase work towards an eventual series of renovations and improvements to the Niccolls Family and Consumer Sciences Building located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** Project will renovate and improve spaces within the Niccolls Family and Consumer Sciences Building, University of Idaho, Moscow, Idaho. In the main, the spaces to be improved are the Foods Lab and Child Development Lab. This request represents additional initial project authorization request is for planning and design phase. It also recognizes and informs the Board of the inclusion of the scope of work of DPW 12-253, Niccolls Building HVAC System Improvements. Combining the two efforts into a single project will result in synergies, cost savings, and a more seamless coordination and integration of the two scopes of work. The revised Total Project Cost to include the DPW infrastructure scope and the future construction phase is estimated to be \$2,600,000
- 4 Project Size:** N/A

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	
Initial Cost of Project	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 135,000	\$ -	\$ 15,000	\$ 150,000
History of Revisions: Revised Additional Authorization Request, Planning and Design Phase Only, Including scope of DPW 12-253, Aug 12	\$ 77,000		\$ 33,000	\$ 110,000	\$ 105,000		\$ 5,000	\$ 110,000
Total Project Costs	\$ 77,000	\$ -	\$ 183,000	\$ 260,000	\$ 240,000	\$ -	\$ 20,000	\$ 260,000

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Initial Authorization Request, Planning and Design Phase Only, Oct 11			\$ 150,000			\$ 150,000	\$ 150,000	
Revised Additional Authorization Request, Planning and Design Phase Only, Including scope of DPW 12-253, Aug 12	\$ 77,000				\$ 33,000	\$ 33,000	\$ 110,000	
Total	\$ 77,000	\$ -	\$ 150,000	\$ -	\$ 33,000	\$ 183,000	\$ 260,000	

25 * Privately developed gift revenue raised specifically for this purpose. UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the bid process and seek additional project authorization as may be required

26 ** Project Contingency

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UNIVERSITY OF IDAHO

SUBJECT

Initial Capital Project Authorization Request, Planning and Design Phases, Student Union Building (SUB) Second Floor Renovations and Improvements, University of Idaho, Moscow, Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1 and Section V.K.3

BACKGROUND/DISCUSSION

This is an initial request for Regent's Authorization to implement a series of Architectural, Mechanical, and Electrical renovations and improvements to the conferencing and meeting center of the University of Idaho on the second floor of the SUB, located on the main campus of the University of Idaho, Moscow, Idaho. This request is based upon an initial Feasibility Study commissioned by the University. It is the second in a series of planned renovations and improvements envisioned by the Feasibility Study, the University having previously completed renovations and improvements to the SUB Ballroom.

Project Description

The University's SUB grew over time in a series of additions and renovations beginning with the university's 1936 acquisition of the Blue Bucket Inn – a facility dating to 1924. The current second floor conferencing and meeting center is housed in an addition constructed in the 1950s. It is now 55 plus years old and there has been little in the way of substantive renovations or improvements since the original construction. Finishes and systems have degraded over time and are in need of update and/or replacement.

In 2005, the University commissioned Ellis-Feeney Architects, Lewiston, Idaho to conduct an initial Feasibility Study for desired Architectural, Mechanical, and Electrical renovations and improvements to the SUB. The study provided a menu of renovation and improvement options to be accomplished in phases and iterations as funding becomes available. Since the receipt of the Ellis-Feeney Feasibility Study in late 2006, the University has worked to identify and set aside sufficient building reserve funds to allow the proposed improvements to proceed.

In 2008, the Board of Regents authorized the University to pursue the first set of improvements generated by the Feasibility Study. A project effort of \$1,300,000 to renovate and improve the SUB Ballroom was completed in December of 2009.

At this time the University is ready to proceed with the planning and design phases only of the second set of renovations and improvements resulting from the Feasibility Study. This anticipated project is similarly sized at \$1,300,000.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

The scope of work is expected to include renovations and improvements to the second floor conferencing and meeting center. The scope will affect the Silver and Gold Room, Chiefs' Room, Borah Theater, additional meeting rooms, the common space and ancillary spaces such as the restrooms, storage and back of house spaces. The work includes renovations and improvements to, flooring, walls and ceiling systems, operable walls and partitions, mechanical systems, and electrical systems.

Authorization Request

This request is for Initial Capital Project Authorization to plan and design renovations and improvements to the second floor conferencing and meeting center of the University of Idaho SUB. This request is sought for the Planning and Design phases only – construction authorization is not being sought at this time.

As stated, the anticipated eventual total project effort is valued at \$1,300,000 to include design phase and construction costs and appropriate and precautionary contingency allowances.

Funding for this project will include University strategic investment funds and reserve funds dedicated to the specific use and intent of providing for the improvements and renovations of the SUB.

The University currently seeks authorization to expend approximately 12% of that total project value, or \$150,000, on Planning and Design Phase activities.

Upon the conclusion of the Planning and Design Phase Activities, the University will return to the Board of Regents with a separate authorization request for Construction Phase activities.

The project is fully consistent with the university's strategic plan, specifically, Goal One, Teaching and Learning Activity, Goal 3, Outreach and Engagement and Goal Four, Community and Culture, and the University's Long Range Capital Development Plan (LRCDP). This project is in alignment with the series of improvements envisioned in the 2006 Feasibility Study and Master Plan for the SUB.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

IMPACT

Immediate fiscal impact of this effort is \$150,000. The project fund source is University of Idaho Strategic Investment Funds and SUB Reserves set aside for this specific and intended purpose.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	0	A/E & Consultant Fees	130,000
Other (State & UI)	<u>150,000</u>	Contingency	<u>20,000</u>
Total	\$ 150,000	Total	\$ 150,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The UI requests approval to proceed with planning and design for certain renovations and improvements on the second floor of the SUB. Fund source for the project will be University funds and SUB reserves. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the planning and design phases of a capital project for second floor renovations and improvements of the Student Union Building in the amount of \$150,000. Approval includes authorization to execute all necessary and requisite consulting, and vendor contracts to fully implement the planning and design phases of the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of August, 2012**

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Initial Capital Project Authorization Request, Planning and Design Phases, Student Union Building Second Floor Renovations and Improvements, University of Idaho, Moscow, Idaho
- 2 **Project Description:** A series of Architectural, Mechanical, and Electrical renovations and improvements to the Student Union Building (SUB) second floor conference and meeting center, located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 **Project Use:** Replaces, upgrades and improves existing Architectural, HVAC and Electrical systems that are at the end of their life cycle. SUB second floor conference and meeting center dates to the mid-1950's and has not seen substantive improvements and renovations.
- 4 **Project Size:** N/A

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	
9 Initial Cost of Project	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 130,000		\$ 20,000	\$ 150,000
10 History of Revisions:								
11								
12								
13								
14								
15								
16 Total Project Costs	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 130,000	\$ -	\$ 20,000	\$ 150,000

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
20 Initial Authorization Request, Planning and Design Phase Only, August 2012			\$ 150,000				\$ 150,000	\$ 150,000
21								
22								
23								
24								
25 Total	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000

26 * University of Idaho Strategic Investment Funds and Student Union Building (SUB) Reserve Funds set aside for the Renovations and Improvements.

27 ** Project Contingency

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AUDIT
AUGUST 16, 2012

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY AND BRONCO ATHLETIC ASSOCIATION OPERATING AGREEMENT	Motion to approve
2	AMENDMENT TO BOARD POLICY Section V.Y. Compliance Programs – First Reading	Motion to approve

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AUDIT
AUGUST 16, 2012

BOISE UNIVERSITY

SUBJECT

Board approval of Boise State University memorandum of understanding with Bronco Athletic Association, Inc.

REFERENCE

July 2012 Audit Committee reviewed and recommended Board approval of the memorandum of understanding

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution.

Boise State University (BSU) worked with the Bronco Athletic Association Foundation to prepare the memorandum of understanding (MOU). The Audit Committee reviewed and recommended approval of the MOU with edits already incorporated with the MOU as submitted.

IMPACT

Approval of the MOU brings the Foundation into compliance with Board policy V.E.

ATTACHMENTS

Attachment 1 – BSU/Bronco Athletic Association MOU

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The MOU addresses the topics outlined in Policy V.E.

Staff recommends approval.

BOARD ACTION

I move to approve the memorandum of understanding between the Bronco Athletic Association, Inc. and Boise State University as presented.

Motion by _____ Seconded by _____ Carried Yes ___ No ___

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Memorandum of Understanding Between the Bronco Athletic Association, Inc. and Boise State University

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of this _____ day of _____, 2012, by and between Boise State University (“University”) and the Bronco Athletic Association, Inc., an Idaho nonprofit corporation (“Athletic Association”), individually referred to as Party and collectively referred to as Parties.

RECITALS

- A. The Athletic Association was organized and incorporated in 1968 for the purpose of promoting and advancing the athletic programs of Boise State University.
- B. The Athletic Association exists independent from the University to advance the athletic programs at the University.
- C. The Athletic Association accomplishes its work by raising financial support for the following, including but not limited to: the annual fund (memberships), scholarship endowment, planned giving, special events (biennial auction, Varsity “B” golf tournament and reunions), sports enhancement gifts and capital campaigns.
- D. The Athletic Association is dedicated to assisting the Athletic Department and University in the long-term athletic priorities of the University.
- E. This MOU is intended to further define the relationship between the University and the Athletic Association and to set forth policies and procedures that will contribute to the coordination of their collaborative activities.
- F. This MOU has been reviewed and approved by the State Board of Education.

AGREEMENT

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. Acknowledgment of University Governance

A. The parties acknowledge that the State Board of Education is responsible for the governance of the University to include overseeing the mission, leadership, operations, performance and employment compensation, and evaluation of all employees, including the University President. The University President is the Chief Executive Officer of the University and is authorized to act on behalf of the University by the State Board of Education. The State Board of Education is not responsible for the governance or oversight over the Athletic Association.

B. The parties agree that all actions taken pursuant to this MOU shall be in accordance with all University and State Board of Education policies and procedures governing the University.

II. Acknowledgment of Athletic Association Governance

A. The parties acknowledge that the Athletic Association is a separately incorporated 501(c) (3) nonprofit organization created to promote and advance the athletic programs at Boise State University.

B. The parties acknowledge that the Athletic Association's board of directors is responsible for the operations, control and management of the Athletic Association including assets of the Athletic Association and the prudent management of Association dues, sponsorships, special events, and gifts consistent with donor intent.

C. The parties acknowledge that the Athletic Association is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

D. The parties agree that all actions taken pursuant to this MOU shall be in accordance with the Athletic Association's articles and bylaws. In carrying out its purposes, the Athletic Association shall not engage in activities that conflict with federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations), applicable policies of the State Board of Education, or the role and mission of the University.

E. All Athletic Association organizational documents, including but not limited to the articles of incorporation and bylaws shall be provided to the State Board of Education. Any proposed amendments or changes to such documents shall be provided to the State Board of Education in advance of their presentation for approval by the approving bodies.

III. The Athletic Association General Relationship to the University

A. The Athletic Association shall continue to develop its own strategic plan in collaboration with University leadership. This plan will serve to shape the focus of the Athletic Association and inform the University and Athletic Association staff working on behalf of the Athletic Association of Athletic Association objectives.

B. The Athletic Association shall maintain its own directors and officers liability insurance.

C. For informational purposes, the Athletic Association shall provide the University President with an annual report regarding the Athletic Association's programs, and other such reasonable information as requested. Since all Athletic Association funds are placed with the Boise State University Foundation ("Foundation"), pursuant to Paragraph IV.F. hereof, the annual audit of the Foundation shall hereafter serve as the annual financial audit report for the Athletic Association. In addition, the Foundation shall maintain and report financial information related to transfers from Athletic Association accounts to University accounts; unrestricted funds received by the Foundation on behalf of the Athletic Association; and unrestricted funds available to the Athletic Association during the current fiscal year.

1. Not less than annually, the Athletic Association shall provide a written report to the University President setting forth the following items:

a) a list of all of the Athletic Associations officers, directors, and employees;

b) an annual report of the Athletic Association major activities;

c) an annual report of (1) any actual litigation involving the Athletic Association during its fiscal year; (2) identification of legal counsel used by the Athletic Association for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Athletic Association.

D. The Athletic Association shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of either the University President or the University Vice President for Finance and Administration and, if required by applicable law or State Board of Education policy, the State Board of Education.

IV. The University's General Relationship to the Athletic Association

A. The University President shall be responsible for communicating University priorities and long-term plans to the Athletic Association.

~~B. The University shall include the Athletic Association as an active and prominent participant in the strategic planning for the University.~~

C. The University President shall work closely with the Athletic Association and shall assume a prominent role in Athletic Association programs and activities. The University President shall also attend Athletic Association board meetings by invitation, but shall not serve as an Athletic Association board member and shall not vote at such meetings.

D. The Athletic Association Board of Directors shall have sole responsibility and authority for Athletic Association policy-making, and financial oversight of Athletic Association funds.

1. No University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Athletic Association policy-making or financial oversight of Athletic Association funds.

E. No University employee shall receive direct payments, compensation, or other benefits from the Athletic Association.

F. The University shall continue to require all of its affiliated foundations, including the Athletic Association, to direct revenue to the Foundation for management. As such, the Athletic Association shall be required to deposit all revenues with the foundFoundation and the parties acknowledge that it is proper and prudent for the Foundation to manage the funds of the Athletic Association.

G. The University recognizes that the Athletic Association is a private, nonprofit corporation with the authority to keep all records and data confidential consistent with the law. The University shall establish and enforce policies that support the Athletic Association's ability to respect the privacy and preserve the confidentiality of donor records.

H. The University and the Athletic Association acknowledge that the Athletic Association, as an independent entity, carries out functions for the benefit of the University. As such, the University shall, when not otherwise prohibited by other applicable confidentiality requirements, share certain information with regard to donors, alumni and other such information needed by the Athletic Association to carry out its beneficial functions for the University. All such information shall be held by the Athletic Association as confidential and shall only be used in a manner that benefits the University.

I. The University transfers, on a regular basis, duplicate graduate (alumni) records, including all demographic and relationship data, to the Foundation. Since such records may assist the Athletic Association in carrying out its service mission to the University, the Athletic Association shall be allowed access to such data. All such information shall be held by the Athletic Association as confidential and shall only be used in a manner that benefits the University.

V. Athletic Association Name and Logotype

Consistent with its mission to help to advance the plans and objectives of the University, the University will grant the Athletic Association the limited, non-exclusive use of the name, Boise State University, for use in its support of the University; however, the Athletic Association shall also operate under its own logotype and shall only use the University seal, logo(s) or other identifying marks (collectively "University Marks") with prior approval of the University through the Office of Trademark Licensing, Office of General Counsel.

VI. Athletic Association Responsibilities

A. University Support

1. The Athletic Association serves the University by identifying, involving and soliciting interested persons or entities to support the University's athletic programs and opportunities.
2. The Athletic Association communicates with the University; provides opportunities for interested persons or entities to become involved with the University and the Athletic Association; and recognizes interested parties for their value to the University.
3. The Athletic Association maintains a supportive relationship with the University by participating in and influencing its continued development and direction in a meaningful way. To accomplish this, the University and Athletic Association leadership consult regularly regarding the University and Athletic Association strategic objectives, goals, and needs.
4. The University's Associate Athletic Director for Development is also the Executive Director of the Bronco Athletic Association. The Associate Athletic Director for Development is not a key administrative or policy-making employee of the University and is not a vice president or equivalent position at the University. As such, the University shall employ, and, solely from non-appropriated funds, pay the salary and benefits of the position of Associate Athletic Director for Development/Executive Director of the Bronco Athletic Association.

a. the Executive Director of the Bronco Athletic Association shall not be authorized to sign any contracts or obligations of the University as

a University employee. The Executive Director's sole signing authority shall be on the behalf of the Bronco Athletic Association.

5. The Athletic Association is a primary fund-raising arm of the Boise State Athletic Department at Boise State University. The Athletic Association raises financial support through annual memberships, scholarship endowments, sports enhancement funds, special events, capital projects and planned giving and other similar activities.

6. The Athletic Association shall adhere to gift and grant management and acceptance policies established by the Foundation. It shall promptly acknowledge and issue receipts for all gifts and membership on behalf of the Athletic Association and the University and provide appropriate recognition and stewardship of such gifts and memberships. No gifts, memberships or transfers of real or personal property will be accepted by the Athletic Association which does not comply with state law, State Board of Education policy, and University policy.

7. The Athletic Association shall not accept gifts or grants containing a condition committing the University contractually without prior written approval of the University President or VP for Finance and Administration.

8. The Athletic Association shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Athletic Association pertaining to past, current or prospective donors, are proprietary to the Athletic Association and constitute its confidential information and trade secrets. The University shall not access information except in compliance with the Athletic Association's donor confidentiality policies. The Athletic Association and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

9. The Athletic Association's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Athletic Association is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and access to public records statutes. Nothing in this MOU shall be construed as a waiver of the Athletic Association's right to assert exemption from these statutes.

10. The Athletic Association shall maintain and enforce a conflict of interest policy.

B. Asset Management

1. All Athletic Association operating funds, and endowed scholarships and other monies are placed with the Foundation. Athletic Association shall not maintain accounts or funds outside the Foundation. Athletic Association operating funds are maintained in a Foundation checking account that requires dual signatures. ~~The signatures of at least two Athletic Association designated officers, or the signature of at least one Athletic Association designated officer and the Associate Athletic Director for Development, is required on all checks.~~

2. The Athletic Association shall cause an independent accounting firm annually to conduct an audit of the Athletic Association's financial statements. Since all Athletic Association funds are placed with the Foundation, pursuant to Paragraph IV.F. hereof, the annual audit of the Foundation shall separately identify and report such funds and may hereafter serve as the annual financial audit report for the Athletic Association.

3. As part of the Foundation's fund management, the Athletic Association shall utilize an accounting and database management system that is compatible with the Foundation. The Athletic Association shall have access to such information for purposes of fund and data management and the continued enhancement of the University.

C. Athletic Association Flexibility

1. The Athletic Association shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board of Education. In the event of a proposed purchase of real estate for such purposes by the Athletic Association, the University shall notify the State Board of Education at the earliest possible date of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Athletic Association. Any notification to the State Board of Education required pursuant to this paragraph may be made ~~to~~through the State Board's ~~chief executive officer~~ in executive session pursuant to Idaho law.

2. The Athletic Association shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board of Education before acceptance by the University and the Athletic Association. In cases where the real property is to be acquired primarily for use by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Athletic Association shall be responsible for the due diligence obligations for such property

3. The Athletic Association may serve as an instrument for entrepreneurial activities for the University and engage in such activities to further University purposes. Provided, however, that the University must receive the required approval of the State Board of Education in advance of any such action or commitment.

4. Subject to the limits of section III.D. above, the Athletic Association may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt, or engage in other activities to increase Athletic Association revenue. The terms of any agreements related to these purposes shall clearly delineate the Athletic Association's independence from the University.

5. When distributing gift funds to the University, the Athletic Association shall disclose any terms, conditions, or limitations imposed by donors or by law on the gift. The University will abide by such restrictions and provide appropriate documentation of such compliance to the Athletic Association.

D. Transfer of Funds

1. Athletic Association funds shall be kept separate from University funds.

2. No University funds, assets, or liabilities may be transferred directly or indirectly to the Athletic Association without the prior approval of the State Board of Education except when:

a) A donor inadvertently directs a contribution to the University that is intended for the Athletic Association; or

b) The University has gift funds that were transferred from and originated in the Athletic Association and the University wishes to return a portion of funds to the Athletic Association for reinvestment consistent with the original intent of the gift.

3. The Athletic Association's disbursements on behalf of the University shall be reasonable business expenses that support the University, are consistent with donor intent, and do not conflict with applicable law or State Board of Education policy.

VII. Athletic Association Funding and Administration

A. The Athletic Association shall be responsible for establishing a financial plan to underwrite the cost of Athletic Association programs, operations, and services.

B. The Athletic Association provides a portion of the funds necessary to conduct Athletic Association programs. The Association will engage in various revenue-generating activities for this purpose that may include, but are not limited to, membership dues, sponsorships, affinity relationships and direct fund-raising to accomplish the goals of the Athletic Association.

C. The Athletic Association owns the building where the current Bronco Football Complex is located. The Athletic Association currently leases this space to the University to provide office space for the Bronco Football Program.

D. The University may provide to the Athletic Association equipment, computer and telephone systems, utilities, and office supplies that may be necessary or required to fulfill its responsibilities and obligations pursuant to the terms of a written agreement described in Section IX below.

E. The Athletic Association shall maintain an annual operating budget and will provide a copy of the budget to the University President for informational purposes. Oversight of Athletic Association expenditures rests with the Athletic Association Board of Directors.

F. The Athletic Association will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Athletic Association policies, and guidelines. The University shall, at any time, have access to the financial records of the Athletic Association. The scope of this right of the University shall be construed as broadly as needed to conduct a complete financial statement audit of the Athletic Association as such an audit would be conducted under generally accepted auditing standards if the University should so require. The University need not conduct an actual audit to be afforded such access and shall be given such access at any time.

1. The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Athletic Association.

G. The Athletic Association shall maintain a provision in its corporate documents for dissolution consistent with the State Board of Education Policy and applicable law.

VIII. University Responsibilities

A. The University shall work with the Athletic Association to ensure that the University and its affiliated organizations comply with all of the terms of MOU.

B. Subject to the availability of funding and the budget process, the University may provide the Athletic Association with annual financial support. This support may consist of services and support as agreed. The Athletic Association budget may include University support and assistance as well as Athletic Association

resources and revenues. The Athletic Association and University will consult during the budget process.

IX. Services, Facilities, and Resources Provided by the Athletic Association and the University to One Another

A. The Athletic Association and University agree that in consideration for services, office space, equipment, computer and telephone systems, utilities, and office supplies provided to one another, each party shall provide the other with fair and reasonable consideration to be negotiated annually by June 1 of the preceding fiscal year pursuant to a written agreement that specifies the nature of such services, facilities, and resources and the compensation that will be paid for such services by each of the parties. The rate assessed for the use of either party's services, facilities, and resources shall be at fair market value.

B. The Associate Athletic Director for Development is the Executive Director of the Bronco Athletic Association, Inc. The Executive Director is an employee of the University who is compensated by the University. The University has the sole discretion to direct the Executive Director when acting in his or her capacity as Associate Athletic Director of Development. While it is anticipated that the goals of the University and the Athletic Association will usually coincide with respect to the services to be performed by the Executive Director, there may be times when those goals may diverge. The Executive Director shall notify the Athletic Association in the event a conflict of interest arises.

1. Under no circumstances shall the Associate Athletic Director for Development represent both the University and the Bronco Athletic Association, Inc. in any negotiation, sign for both the University and Athletic Association in a particular transaction, or direct any other University employee under their immediate supervision to sign for the related party in a transaction between the University and the Athletic Association.

C. The Executive Director of the Athletic Association will work directly with other athletic and University staff members to achieve the goals of the Athletic Association, the University, and the terms of this agreement.

D. The Executive Director of the Athletic Association will meet with the University Athletic Director on at least an annual basis to assure appropriate staffing to accomplish the goals of the Athletic Association. The BAA Executive Director/Associate Athletic Director for Development and all BAA staff are employees of the University and are compensated by the University. No payments shall be made directly from the Athletic Association to University employees in connection with resources or services provided to the Athletic Association. Supplemental compensation from the Athletic Association may be made to University employees only with prior State Board of Education approval and shall be paid by the Athletic Association to the University, which in turn will

make payment to the employee in accordance with normal practice. The annual financial statements audit will include a list of University employees for whom the Athletic Association made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment.

X. Meetings and Continued Communications Regarding MOU

To ensure effective achievement of the items of this MOU, the University and Athletic Association officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

XI. Miscellaneous

A. Indemnification. The University and the Athletic Association each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this MOU. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this MOU shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

B. Term and Termination.

1. The term of this MOU shall terminate upon the mutual written agreement of both parties.

2. Either party may terminate this MOU in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting part specifying the nature of the default. Should the University choose to terminate this MOU by providing 90 days written notice, or in the event of a default by the University that is not cured within the time frame set forth above, the Athletic Association may require the University, within 180 days of the written notice, to pay all debt, or completely account for all debt guarantees (subject to the approval of the State Board of Education) incurred by the Athletic Association on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives.

3. As a prerequisite to any other termination of this MOU by either party, the parties agree to first follow and complete the mandatory process, in sequence, set forth in Section XI.C. (Dispute Resolution). If and only if all the mandatory steps in section XI.C. are followed in sequence, then, either

party may, upon 90 days prior written notice to the other, terminate this MOU, ~~and either party may terminate this MOU in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting part specifying the nature of the default. Should the University choose to terminate this MOU by providing 90 days written notice, or in the event of a default by the University that is not cured within the time frame set forth above, the Athletic Association may require the University, within 180 days of the written notice, to pay all debt, or completely account for all debt guarantees (subject to the approval of the State Board of Education) incurred by the Athletic Association on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives.~~

4. Should the University choose to terminate this MOU by providing 90 days written notice, pursuant to XI.B.3 above, or in the event of a default by the University that is not cured within the time frame set forth in XI.B.2 above, the Athletic Association may require the University, within 180 days of the written notice, to pay all debt, or completely account for all debt guarantees incurred by the Athletic Association on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Noting, however, that the only valid gurantees are those where State Board of Education approval was expressly granted pursuant to this MOU.

~~5.~~ Should the Athletic Association choose to terminate this MOU by providing 90 days written notice, pursuant to XI.B.3, or in the event of a default by the Athletic Association that is not cured within the time frame set forth above, the University may require the Athletic Association to pay any debt, or completely account for any debt guarantees, the University holds on behalf of the Athletic Association ~~in like manner~~.

6. The parties agree that in the event this MOU shall terminate in any manner, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. If a new agreement is not reached in such time and Section XI.C. (Dispute Resolution) has been followed; the parties shall refer the matter to the State Board of Education for resolution as provided for in Section XI.E. (Dissolution of the Athletic Association).

7. Termination of this MOU shall not constitute or cause dissolution of the Athletic Association except as provided for in the final sentence of Section XI.B.~~62~~.

C. Dispute Resolution. The parties agree that in the event of any dispute arising from this MOU, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the President of the Athletic Association and the University President. If the Athletic Association President and University President cannot resolve the dispute, then the dispute will be referred to the Athletic Association President and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties.

D. Litigation. As a prerequisite to any litigation filed between the Athletic Association and the University on any matter whatsoever, the parties agree to first follow the process set forth in Section XI.C. (Dispute Resolution). If and only if all the mandatory steps in section XI.C. are followed in sequence and a dispute remains unresolved, then, in such case, either party shall have the right to initiate litigation arising from this MOU. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, reasonable attorney fees, and other reasonable professional expenses.

E. Dissolution of Athletic Association. Consistent with provisions appearing in the Athletic Association's bylaws and its articles of incorporation, should the Athletic Association cease to exist or cease to be an Internal Revenue Code § 501(c) (3) organization, the Athletic Association shall transfer its assets and property to the State Board of Education to be held for the use of the University, to the University, or to a reincorporated successor Athletic Association in accordance with the law and donor intent.

F. Headings. Headings are for reference only and do not affect the interpretation of this MOU.

G. Governing Law. This MOU shall be governed by the laws of the state of Idaho.

H. Legal Representation. The parties acknowledge that they have retained separate legal counsel, or have had the opportunity to do so, to draft and review this MOU on behalf of each party.

I. No Third Party Beneficiaries. This MOU shall not be construed to create any rights, remedies, or benefits upon any third party.

J. Separate Entities. At all times and for all purposes of this Memorandum of Understanding, the University and the Athletic Association shall act in an independent capacity and not as an agent or representative of the other party. The University and Athletic Association are independent entities and neither shall

be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees

K. Non-Assignability. This Agreement is not assignable by either party, in whole or in part.

L. Severability. If any provision, term, or part of this MOU, except for the provisions of this MOU requiring prior appropriation, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Idaho, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers as of the date first above written.

UNIVERSITY:

ATHLETIC ASSOCIATION:

President
Boise State University

President
Bronco Athletic Association, Inc.

Date: _____

Date: _____

Secretary
Bronco Athletic Association, Inc.

Date: _____

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AUDIT
AUGUST 16, 2012

SUBJECT

Board Policy V.Y. – Compliance Programs – first reading

REFERENCE

August 2010

Board was briefed on Audit Committee project to make policy recommendation for proper financial oversight and control, including such issues as codes of ethics or conduct, conflict of interest policy, and whistle-blower or other internal or external reporting procedures.

BACKGROUND / DISCUSSION

The Audit Committee has been reviewing compliance and reporting processes and procedures by the institutions since 2010. The Committee directed staff and general counsel for the three universities to develop recommendations for a flexible structure to ensure compliance issues flow up to the Committee through a single point of contact or compliance officer. This included guidelines which would provide consistency for the institutions to follow in 1) deciding whether an investigation is warranted, and 2) if an investigation is required, what are the guidelines for performing the investigation.

IMPACT

The Audit Committee is proposing a new section of Board Policy, V.Y. Compliance Programs. The new policy will cover:

- Require material compliance issues be reported (in writing) to the Audit Committee on a semi-annual basis. The institutions could stagger their reporting. Materiality is defined in the policy.
- Require material compliance issues in excess of \$200,000 be reported to the Audit Committee immediately.
- *De minimus* compliance issues under \$25,000 are not reported to the Audit Committee.

ATTACHMENTS

Attachment 1- Board Policy Section V.Y.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This proposed policy has been extensively analyzed and deliberated by Board and institution staff and the Audit Committee. Staff finds that in light of increasing complexity and scrutiny surrounding compliance and corresponding potential for reputational and financial exposure, this policy is necessary and prudent. Staff recommends approval.

BOARD ACTION

AUDIT
AUGUST 16, 2012

I move to approve the first reading of proposed Board Policy Section V.Y. Compliance Programs, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1. General

The Board is committed to ethical conduct and to fostering a culture of compliance with the laws and regulations which apply to the institutions and agencies under its governance.

2. Compliance Program

Each institution shall designate a chief compliance officer, approved by the Audit Committee (Committee), and shall ensure that the institution establishes a compliance audit program to be approved by the Committee which must address, at a minimum, the following:

- a. A code of ethics which applies to all employees.
- b. A published and widely disseminated list or index of all major compliance areas and responsibilities, and to categorize and prioritize these compliance areas and responsibilities by considering the risks, probability, and negative impact of potential events.
- c. A mechanism for coordinating compliance oversight, monitoring and reporting. This includes a management level group or individual with authority to examine compliance issues and assist the chief compliance officer in investigating, monitoring, and assessing compliance and/or recommending policies or practices designed to enhance compliance.
- d. A means of assuring institutional policies are regularly reviewed for compliance with current federal and state laws and regulations and Board policies.

3. Reporting

- a. The chief compliance officer of each institution will prepare and submit a semi-annual compliance report, on a confidential basis, to Board counsel and the Committee noting all material compliance matters occurring since the date of the last report, and identifying any revisions to the institution's compliance program.

For purposes of this policy, a compliance matter shall be considered material if:

- The perception of risk creates controversy between management and the internal auditor.
- It could have a material impact on the financial statements.
- Is or could be a matter of significant public interest or exposure.
- It may be reported in an external release of financial information.
- It relates to key controls over financial information that are being designed or redesigned, have failed, or otherwise are being addressed by the organization.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: Y. Compliance Programs

October 2012

- It involves fraud related to management.
 - It involves potential financial liability in excess of \$25,000
- b. Notwithstanding the foregoing, a material compliance matter must be reported to the Committee as soon as reasonably practicable if it could involve potential financial liability in excess of two hundred thousand dollars (\$200,000). A de minimus compliance matter need not be reported to the Committee at any time. A violation will be considered de minimus if it involves potential financial liability of less than twenty-five thousand dollars (\$25,000) and is a matter that has not been recurring or is not otherwise indicative of a pattern of noncompliance.
- c. Compliance concerns at agencies under the governance of the Board shall be reported to the Committee by the Board's Executive Director when, in his/her discretion, the matter presents extraordinary ethical, legal, or fiduciary responsibilities or obligations.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY - EXECUTIVE MASTER OF BUSINESS OPERATIONAL EXCELLENCE	Approval Item
2	CENSUS DATE CHANGE MEMO	Approval Item
3	EPSCOR ANNUAL REPORT	Information Item
4	QUARTERLY REPORT: PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR	Information Item

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Approval of Full Proposal - Executive Master of Business Operational Excellence

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. 4. and 5. And section V.R.3.b.

BACKGROUND/ DISCUSSION

Boise State University proposes to offer a new Executive Master of Business Operational Excellence (EMBOE). The proposed program will be offered by the College of Business and Economics (COBE).

The proposed EMBOE will serve individuals currently working in mid-management positions who have been charged with creating operational excellence throughout their organization through “lean management”, strategic planning, and change management. The EMBOE will complement, but differ substantially from, two existing graduate programs offered by COBE: (i) the existing Master of Business Administration program creates broad managerial expertise, and has a daytime track for full-time students, and an evening track for part-time students and (ii) the existing Executive Master of Business Administration program also creates broad managerial expertise, but serves individuals presently in high-level managerial positions who need education.

Graduates of the proposed program will meet an important need for sustained process improvement within organizations. Typically an organization will hire a consultant to help it reengineer its processes to become more efficient, and usually the payoff, in terms of increased efficiency, greatly exceeds the cost of the consultant. However, once the consultant leaves and there is no longer anyone spearheading the efficiency efforts, there often will be a gradual decrease in the efficiency of the organization. EMBOE graduates will be able to sustain efficiency efforts over the long term and thereby sustain the substantial decrease in costs and increase in production that result.

The proposed program includes a unique partnership between a state university and a private organization, the Kaizen Institute (World Headquarters: Zurich, Switzerland; USA Headquarters: Seattle, Washington). The Kaizen Institute is a well-known world-wide consulting expert in the area of lean operations, and their role in the program will be two-fold: (i) they will assist in instruction, and will provide a “real-world” perspective in the classroom and (ii) they will help recruit students from across the globe. This partnership is described fully in a separate contract document.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012

Most, if not all, students who enroll will be sponsored by their employer. Experience with similar programs suggests companies with less than about \$25,000,000-\$50,000,000 in annual revenues rarely sponsor an employee to attend a program such as the one proposed herein. In 2008 (the latest published data), 34,000 United States corporations (and 120 Idaho corporations) had revenues of \$50,000,000 or more. An assumption that each company might send only one person to such a program such as this, yields an estimate of the potential market in the US to be 34,000 potential students and in Idaho to be 120 students. The actual potential market is much larger because (i) the proposed program will draw globally and (ii) in addition to corporations, the program will attract from privately-held companies, foundations, governmental agencies, non-profits, etc. The program has the potential to draw globally, so the actual market potential would be substantially greater than 34,000 students from businesses. Note that employees of businesses are only one of the target market segments for this program. Persons working in education or for the government are also prime candidates for this program.

The concept of the EMBOE program has been presented to local companies and organizations such as St. Luke's, St. Al's, Simplot, Boise, Inc., Woodgrain, and others, and without exception they all embraced the concept and stated there is need.

There is presently very little competition with the proposed program. Although many options exist for training in the basics of process improvement, only two graduate degree programs are available worldwide, one at Ohio State University and one at Cardiff University in Wales.

IMPACT

The program will be self-supporting, and no state appropriated funds will be used. Program revenues, derived from student fees, cover all administrative, instructional, and operating costs. As a self-support program, each student will be charged \$44,700 for the four-quarter program. Initial startup costs of the program will be funded via a college local account. Those costs will be repaid by the program within three years of startup consistent with Board Policy V.R.

Funds designated for Professional Services refers to payment to the Kaizen Institute per the Memorandum of Understanding for their participation in offering the program.

ATTACHMENTS

Attachment 1 – Program Proposal

Page 5

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012**

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) proposes to create a new Executive Master of Business Operational Excellence as a self-support model consistent with Board Policy V.R.3.b. The proposed program is not designed to satisfy the requirements of any specific job openings, but rather is designed to serve executives already in place. BSU projects a cohort enrollment between 30 and 45 students. The budget model requires a minimum of 30 students for the program to be viable and BSU will cap the program at 45 students to maintain quality for enrolled students.

Pursuant to III.Z, no institution has the Statewide Program Responsibility for Business Administration. Boise State University, Idaho State University, and the University of Idaho each offer a Master of Business Administration program. Those programs do not have the focus on operational excellence offered by the proposed program. The University of Idaho also offers an Executive Master of Business Administration.

Institution	Region	Branch Campus	Location	Program	Degree
NIC	1	NIC Campus	Coeur D'Alene	Business Administration	AS, AA
LCSC	1	LCSC Campus	Coeur D'Alene	Business Administration	BA, BS
LCSC	2	LCSC Campus	Lewiston	Business Administration	AS, BA, BS
UI	2	UI Campus	Moscow	Business Administration (Executive)	EMBA
BSU	3	BSU Campus	Boise	Business Administration	MBA
BSU	3	BSU Campus	Boise	Business Administration (Executive)	EMBA
ISU	5	ISU Campus	Pocatello	Business Admin. (Accounting Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (CIS Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (Finance Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (HCA Emphasis)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (Management Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (Marketing Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (Native American Bus. Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Admin. (Operations Mgmt. Emph.)	MBA Emph.
ISU	5	ISU Campus	Pocatello	Business Administration	PB Cert, MBA
ISU	6	University Place	Idaho Falls	Business Administration	MBA

BSU's request to offer a new Executive Master of Business Operational Excellence is consistent with their proposed Five-Year Plan for Delivery of Academic Programs in the Southwest Region. Board staff and CAAP recommend approval as presented.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012

BOARD ACTION

I move to approve the request by Boise State University to offer an Executive Master of Business Operational Excellence as a self-support program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

RECEIVED

MAR 06 2012

PROVOST - OFFICE

Idaho State Board of Education

Proposal for Graduate and Doctoral Degree Program

Date of Proposal Submission:	15 May 2012
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Business and Economics
Name of Department(s) or Area(s):	College-wide

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	Executive Master of Business Operational Excellence	
Degree:	Master of Business Operational Excellence	
Method of Delivery:	Face to face	
CIP code (consult IR /Registrar)	52.0299; Business Administration, Management and Operations, Other	
Proposed Starting Date:	Spring 2013	
Indicate if the program is:	<input checked="" type="checkbox"/> Regional Responsibility	<input type="checkbox"/> Statewide Responsibility

Indicate whether this request is either of the following:

- | | |
|--|---|
| <input checked="" type="checkbox"/> New Graduate Program | <input type="checkbox"/> Contract Program/Collaborative |
| <input type="checkbox"/> New Doctoral Program | <input type="checkbox"/> Expansion of an Existing Graduate/Doctoral Program |
| <input type="checkbox"/> New Off-Campus Graduate Program | <input type="checkbox"/> Consolidation of an Existing Graduate/Doctoral Program |
| <input type="checkbox"/> New Off-Campus Doctoral Program | <input type="checkbox"/> Discontinuation of an existing Graduate/Doctoral Program |

Patrick Shuman 3/6/12
 College Dean (Institution) Date

 Vice President for Research (as applicable) Date

Eric Minger (as authorized by JR Pelton)
 Graduate Dean (as applicable)

 Academic Affairs Program Manager Date

Debra M. Yon 7/31/12
 Chief Academic Officer, OSBE Date

Shay Pearson 5/14/12
 Chief Fiscal Officer (Institution) Date

ME Schum 3/7/12
 Chief Academic Officer (Institution) Date

 SBOE/OSBE Approval Date

Robert W. ... 5/14/12
 President Date

Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program and each program discontinuance. All questions must be answered.

- 1. Describe the nature of the request.** Will this program be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. *If this is request to discontinue an existing program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

The College of Business and Economics at Boise State University proposes creation of a self-support, face-to-face executive-style program that will lead to a Master of Business Operational Excellence (MBOE) degree. The curriculum is designed for individuals currently working in mid-management positions who have been charged with creating operational excellence throughout their organization. "Lean operations" is an important component of their task, but the program also provides instruction in strategic planning and change management.

The proposed program includes what we believe to be a unique partnership between a state university and a private organization. The Kaizen Institute (World Headquarters: Zurich, Switzerland; USA Headquarters: Seattle, Washington) has agreed to partner with us in creating and offering the proposed program. The Kaizen Institute is a well-known world-wide consulting expert in the area of lean operations. Their role will be to provide a "real-world" perspective in the classroom and to help recruit students from across the globe. These two functions are critical to the success of the program because the market niche is quite specialized and southwestern Idaho does not have enough potential students to ensure success of the program. In addition, the classroom experience of students will be enriched substantially by the inclusion of students with diverse experiences. This partnership is described fully in a separate contract document (see attached).

The program will be self-supporting, and no state appropriated funds will be used. Program revenues cover administrative, instructional, and operating costs (see attached).

- 2. List the objectives of the program.** The objectives should address specific needs the program will meet. They should also identify and the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

The primary objective is to develop organizational leaders who can create and execute a business process improvement strategy.

At program completion, graduates should be able to:

- Use Six Sigma and Lean tools and methodologies.
- Analyze processes and implement improvements.
- Lead large, complex cross-functional projects.
- Actively coach and mentor others involved in lean transformation.
- Understand and use best practices for implementing change within an organization.
- Effectively communicate with leadership and frontline personnel.
- Create and implement a strategic process improvement plan.

- 3. Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional accreditation)? If so, please identify the agency and explain why you do or do not plan to seek accreditation. *This question is not*

March 16, 2012

Page 2

applicable to requests for discontinuance.

The following measures will ensure the high quality of the proposed emphases:

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).

Program Review: Internal program evaluations will 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 outcome assessments) and a comprehensive review and site visit by external evaluators.

Specialized Accreditation: Our College of Business and Economics is accredited by AACSB International. This program is subject to that accreditation.

Graduate College: The program will adhere to all policies and procedures of the Graduate College, which is assigned broad institutional oversight of all graduate degree and certificate programs.

4. List new courses that will be added to your curriculum specific for this program. Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. *This question is not applicable to requests for discontinuance.*

1. MBOE 501 DNA OF EXCELLENCE (3 credits)
2. MBOE 502 STATISTICAL THINKING (3)
3. MBOE 511 FINANCIAL MEASUREMENT (3)
4. MBOE 512 DESIGN & STRUCTURE OF PROCESSES, PRODUCTS, AND SERVICES (3)
5. MBOE 521 IMPROVEMENT TOOLS AND SKILLS (3)
6. MBOE 522 CRITICAL COMPONENTS OF CHANGE MANAGEMENT (3)
7. MBOE 531 STUDY MISSION AND DIAGNOSTIC PRACTICE (6)
8. MBOE 541 UNDERSTANDING AND MANAGING THE ENTIRE VALUE STREAM (3)
9. MBOE 542 CAPSTONE: CHANGE MANAGEMENT AS A STRATEGIC INITIATIVE (3)

5. Please provide the program completion requirements to include the following and attach a typical curriculum to this proposal as Appendix A. *For discontinuation requests, will courses continue to be taught?*

Credit hours required:	30
Credit hours required in support courses:	0
Credit hours in required electives:	0
Credit hours for thesis or dissertation:	0
Total credit hours required for completion:	30

6. Describe additional requirements such as preliminary qualifying examination, comprehensive examination, thesis, dissertation, practicum or internship, some of which may carry credit hours included in the list above. *This question is not applicable to requests for discontinuance.*

None. The culminating experience of the program is contained within the capstone course listed above

March 16, 2012

Page 3

(MBOE 542).

7. Identify similar programs offered within Idaho or in the region by other colleges/universities. *If the proposed request is similar to another state program, provide a rationale for the duplication.*

No programs of this specific type are offered within the state of Idaho or in the region. The Ohio State University is the only USA competitor and their program is available only in Columbus, Ohio.

Boise State University, Idaho State University, and the University of Idaho each offer Master of Business Administration programs. Those programs do not have the focus on operational excellence offered by the proposed program.

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business
Executive Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business
Masters of Business Operational Excellence (proposed)	Master's	Operational excellence	Operational excellence
CSI	N/A	N/A	N/A
CWI	N/A	N/A	N/A
EITC	N/A	N/A	N/A
ISU Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business, includes a focus area on operations management	Offered as a broad based degree covering all aspects of business
LCSC	N/A	N/A	N/A
NIC	N/A	N/A	N/A
UI Executive Master of Business Administration	Master's	Offered as a broad based degree covering all aspects of business	Offered as a broad based degree covering all aspects of business

- 8. Describe the methodology for determining enrollment projections.** If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. *This question is not applicable to requests for discontinuance.*

Our budget model requires a minimum of 30 students for the program to be viable. We will cap the program at 45 students so as to maintain quality for enrolled students. Therefore we project that our cohort enrollments will be between 30 and 45 students.

To ensure that we have sufficient enrollment for the program to be viable, we conducted the following estimation of market potential.

We predict that most, if not all, students who enroll in the program will be sponsored by their employer. Our experience with similar programs suggests companies with less than about \$25,000,000 in annual revenues rarely sponsor an employee to attend a program such as the one proposed herein. The US Census provides data on the number of companies with \$1M, \$10M, \$50M+ in annual revenues and we have chosen the conservative \$50M+ revenue cut off point for our estimation of market potential. According to the US Census Bureau, in 2008 (the latest published data), 34,000 United States corporations had revenues of \$50,000,000 or more. We could find no similar data for privately held organizations, so our estimate of 34,000 companies as the US market potential is very conservative. Assuming each company might send only one person to a program such as this, we estimate a US market potential of 34,000 students. Our program has the potential to draw globally, so the actual market potential would be substantially greater than 34,000 students from businesses. Note that employees of businesses are only one of the target market segments for this program. Persons working in education or for the government are also prime candidates for this program.

An organization wishing to send an executive to a program such as ours has very few options, with similar degree programs offered only by The Ohio State University in the United States and Cardiff University in Wales.

According to Hoover's D&B 2010 database, Idaho is home to 120 companies with annual revenues greater than \$50,000,000. Thus we conservatively estimate that there are 120 potential students for our program in Idaho. Again, that estimate does not include potential students in governmental or educational institutions and it makes the very conservative assumption of only one participant from each company.

- 9. Enrollment and Graduates.** Using the chart below, provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed program, last three years beginning with the current year and the previous two years. Also, indicate the projected number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU	(F 2009)	(F 2010)	(F 2011)	(2008-09)	(2009-10)	(2010-11)	
Master of Business Administration	126	116	125	47	36	47	~45 grads/yr
Executive Master of Business Administration	34	48	49	0	16	17	~17 grads/yr
Masters of Business Operational Excellence (proposed)			Projected enrollment at any one time: 30 in each cohort; 2 cohorts =60 at any one time			Projected number of graduates per year: 30	Projected: ~30 grads/yr
CSI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CWI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
EITC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ISU							
Master of Business Administration	140	122	123	Not available	47	39	~45 grads/yr
LCSC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NIC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UI							
Executive Master of Business Administration	25	16	21	9	9	13	~12 grads/yr

10. Will this program reduce enrollments in other programs at your institution? If so, please explain.

No. The proposed program will serve a different audience than our existing MBA and EMBA

March 16, 2012

Page 6

programs. Our MBA program serves mainly local students who are early in their careers and those who wish to create career options. Our EMBA program serves mainly local students who are much later in their careers who wish to broaden their understanding of business so they might ascend to the highest general management positions in their organizations. The proposed MBOE program will serve both local and nonlocal students with several years of experience specifically in the area of lean operations who wish to assume a managerial role for lean initiatives within their organization.

11. Provide verification of state workforce needs such as job titles requiring this degree. Include State and National Department of Labor research on employment potential.

Using the chart below, indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old. *This question is not applicable to requests for discontinuance.*

The proposed degree is not a requirement for job openings, but rather a career enhancement for those already in managerial positions.

	Year 1	Year 2	Year 3
Local (Regional)	N/A	N/A	N/A
State	N/A	N/A	N/A
Nation	N/A	N/A	N/A

a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as **Appendix C.**

The proposed program is not designed to satisfy the requirements of job openings, but rather is designed to serve executives already in place.

Section 8 above describes the method used to estimate a market potential of 34,000 students.

b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

This program will help any participating Idaho organizations by streamlining their operations and saving significant costs. Lower cost structures will make those organizations more competitive on a global basis. The Idaho economy will also benefit from an inflow of tuition and travel dollars spent by participants from out of state.

c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

As stated above, the proposed program is not designed to satisfy the requirements of job openings, but rather is designed to serve executives already in place.

12. Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe. *This question is not applicable to requests for*

discontinuance.

No

13. Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission. *This question is not applicable to requests for discontinuance.*

The proposed program is consistent with the Mission and Core Themes of Boise State University, as shown by the bolding in the following.

Mission:

*Boise State University is a public, metropolitan, research university **offering an array of undergraduate and graduate degrees and experiences** that foster student success, **lifelong learning**, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the community, the state and the nation. As an integral part of its metropolitan environment the university is engaged in professional and continuing education programming, policy issues, and **promoting the region's economic vitality** and cultural enrichment.*

*Core Theme Two: **Graduate Education.** Our university provides access to graduate education that is relevant to the educational and societal needs of the community and state, is meaningful with national and global contexts, is respected for its high quality, and is delivered within a supportive graduate culture.*

The proposed program contributes to a number of aspects of the strategic plan of the Idaho State Board of Education.

GOAL 1: A Well educated citizenry

Objective A: Access :

[Increases access of Idaho citizens to valuable training in business management.]

Objective B: Higher Level of Educational Attainment:

[Provides an additional avenue for advanced higher educational attainment.]

GOAL 2: Critical Thinking and Innovation

Objective B: Innovation and Creativity:

[Provides graduates who will help to transform Idaho businesses and other organizations to be more efficient and effective.]

GOAL 3: Effective and Efficient Delivery Systems:

Objective A: Cost Effective and Fiscally Prudent:

[to the extent to which individuals from Idaho's educational institutions participate, the program will provide those individuals the means with which to create more effective and efficient delivery systems.]

14. Describe how this request fits with the institution's vision and/or strategic plan. *This question is not applicable to requests for discontinuance.*

Goals of Institution Strategic Mission	Proposed Program Plans to Achieve the Goal
--	--

<u>Goal 1:</u> Create a signature, high quality educational experience for all students.	Our program will be one of three globally and will therefore become part of our trademark. Quality will be ensured by creating the program in partnership with an industry leader.
<u>Goal 4:</u> Align university programs and activities with community needs.	Our program will serve Idaho businesses, NGOs, governmental agencies, and educational institutions, and will help each of them become more effective, more efficient, and more competitive.
<u>Goal 5:</u> Transform our operations to serve the contemporary mission of the university.	Our own participation in the program will help to inform our transformation to a more effective and efficient organization.

15. Is the proposed program in your institution’s Five-Year plan? Indicate below. *This question is not applicable to requests for discontinuance.*

Yes No

If not on your institution’s Five-Year plan, provide a justification for adding the program.

16. 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). *For requests to discontinue a program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?*

Potential full-time students will hear about the opportunity through participation in Lean Manufacturing conferences with our partner, the Kaizen Institute. Potential students will obtain additional information from our website and we will have a staff member available to answer questions. Our partner, the Kaizen Institute, is also charged with promoting the program to many of their world-wide clients.

17. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix D.**

N/A

18. Program Resource Requirements. Using the **Excel spreadsheet** provided by the Office of the State Board of Education indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first three fiscal years of the program. Include reallocation of existing personnel and resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reconcile budget explanations below. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. Planned Student Enrollment												
	(FTE calculated as 1 FTE = 12 credit hours for graduate programs)											
	FY 12		FY 13		FY 14		FY 15		Cumulative Totals			
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New Enrollments	0	0	37.5	30	37.5	30	37.5	30	113	90		
B. Shifting Enrollments	0	0	0	0	0	0	0	0	-	-		

Note: Student FTE is higher than headcount because of the rapid pace of the program. Students will complete a total of 30 credits during one calendar year. Given that a graduate student FTE is typically defined as 12 credit hours per semester (24 credit hours per year); thus a headcount of 30 students yields 37.5 FTE.

ATTACHMENT 1

II. Expenditures	FY 12		FY 13		FY 14		FY 15		Cumulative Totals	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs										
1. Faculty	overload	\$ -	overload	\$ 71,000	overload	\$ 128,500	overload	\$ 128,500	overload	\$328,000
2. Administrators	0.25	\$17,625	1.88	\$121,250	2.00	\$ 136,000	2.00	\$140,000	6	\$414,875
3. Adjunct Faculty	N/A	\$0	N/A	\$10,000	N/A	\$ 20,000	N/A	\$20,000	N/A	\$50,000
4. Instructional Assistants	0	\$0	1.00	\$18,000	1.50	\$ 28,000	1.50	\$28,000	4	\$74,000
5. Research Personnel		0		\$ -		\$ -		\$ -	-	\$0
6. Support Personnel	0	\$0	0.10	\$4,000	0.20	\$ 8,000	0.20	\$8,000	1	\$20,000
7. Fringe Benefits		\$4,406		\$52,063		\$ 73,325		\$74,325	-	\$204,119
8. Other		0		\$ -		\$ -		\$ -	-	\$0
TOTAL Personnel Costs	0.25	\$ 22,031	2.98	\$ 276,313	3.7	\$ 393,825	3.7	\$ 398,825	11	\$1,090,994
B. Operating Expenses										
									Cumulative Totals	
1. Travel		\$6,000		\$18,000		\$ 16,000		\$16,000		\$56,000
2. Professional Services		0		\$250,000		\$ 490,000		\$490,000		\$1,230,000
3. Other Services										\$0
4. Communications		\$8,400		\$26,200		\$ 50,800		\$50,800		\$136,200
5. Utilities										\$0
6. Materials and Supplies		\$0		\$32,400		\$ 63,300		\$63,300		\$159,000
7. Rentals		0		0		0		0		\$0
8. Repairs and Maintenance		\$0		\$2,100		\$2,800		\$2,800		\$7,700
9. Materials and Goods for manufacture and		\$0		\$0		\$0		\$0		\$0
10. Miscellaneous		\$2,000		\$5,900		\$6,200		\$6,200		\$20,300
TOTAL OPERATING EXPENSES		\$16,400		\$334,600		\$ 629,100		\$629,100		\$1,609,200
C. Capital Outlay										
									Cumulative Totals	
1. Library resources		0		0		0		0		\$0
2. Equipment		0		0		0		0		\$0
TOTAL Capital Outlay		0		0		0		0		\$0
D. Physical Facilities Construction										
									Cumulative Totals	
E. Indirect Costs									Cumulative Totals	
University Admin fee: 6% of expenses		\$2,306		\$36,655		\$61,376		\$61,676		\$162,012
Grand Total Expenditures		\$ 40,737		\$ 647,567		\$ 1,084,301		\$ 1,089,601		\$2,862,205

ATTACHMENT 1

III. REVENUES											
Fiscal Impact		FY 12		FY 13		FY 14		FY 15		Cumulative Totals	
A. Expenditures		recurring	non-recurring	recurring	non-recurring	recurring	non-recurring	recurring	non-recurring	recurring	non-recurring
1. Personnel			\$22,031		\$276,313		\$393,825		\$398,825	\$0	\$1,090,994
2. Operating			\$16,400		\$334,600		\$629,100		\$629,100	\$0	\$1,609,200
3. Equipment			\$0		\$0		\$0		\$0	\$0	\$0
4. Facilities			\$0		\$0		\$0		\$0	\$0	\$0
5. Overhead			\$2,306		\$36,655		\$61,376		\$61,676	\$0	\$162,012
TOTAL EXPENDITURES		\$0	\$40,737	\$0	\$647,567	\$0	\$1,084,301	\$0	\$1,089,601	\$0	\$2,862,205
B. Source of Funds		recurring	non-recurring	recurring	non-recurring	recurring	non-recurring	recurring	non-recurring	recurring	non-recurring
1. Appropriated-Reallocation										\$0	\$0
2. Appropriated new										\$0	\$0
3. Federal										\$0	\$0
4. Tuition										\$0	\$0
5. Student Fees			\$0		\$804,600		\$1,341,000		\$1,341,000	\$0	\$3,486,600
6. Other (Local Account)			\$40,737							\$0	\$40,737
TOTAL sources		\$0	\$40,737	\$0	\$804,600	\$0	\$1,341,000	\$0	\$1,341,000	\$0	\$3,527,337

Budget Notes:

II.A.1. All faculty members will be teaching courses for this program on overload. Therefore, no portion of their regular salary will be devoted to the proposed program, and no FTE numbers are listed in the above tables.

II.A.3. Adjunct faculty members are hired on a piece-work basis, therefore FTE is an inappropriate measure.

II.B.2. Professional Services refers to funds paid to the Kaizen Institute as per contract for their participation in offering the program.

III.B.5. This is a self support program. Each student will be charged \$44,700 for the four-quarter program.

III.B.6. Initial startup costs of the program will be funded via a college local account.

Because no funding of this program will be part of the base of any appropriated budget, all expenses and all revenues are denoted as "non-recurring".

a. Personnel Costs

Faculty and Staff Expenditures

Project for the first three years of the program the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students
Fry, Phil; Professor	\$105,851	0 (all overload)	FY13: 108 SCH FY14: 180 SCH FY16: 180 SCH	FY13: 9 FTE FY14: 15FTE FY16: 15FTE
Gattiker, Tom; Associate Professor	\$115,503	0 (all overload)	FY13: 108 SCH FY14: 180 SCH FY16: 180 SCH	FY13: 9 FTE FY14: 15FTE FY16: 15FTE
Kroes, Jim; Assistant Professor	\$105,020	0 (all overload)	FY13: 108 SCH FY14: 180 SCH FY16: 180 SCH	FY13: 9 FTE FY14: 15FTE FY16: 15FTE
Shannon, Pat; Professor	\$178,007	0 (all overload)	FY13: 108 SCH FY14: 180 SCH FY16: 180 SCH	FY13: 9 FTE FY14: 15FTE FY16: 15FTE
Street, Jeff; Professor	ISU Prof, salary NA	0 (all overload)	FY13: 54 SCH FY14: 90 SCH FY16: 90 SCH	FY13: 4.5 FTE FY14: 7.5FTE FY16: 7.5FTE
Terpend, Regis; Assistant Professor	\$98,634	0 (all overload)	FY13: 54 SCH FY14: 90 SCH FY16: 90 SCH	FY13: 4.5 FTE FY14: 7.5FTE FY16: 7.5FTE

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

We estimate the need for 0.2 FTE of support staff and 1.0 FTE of graduate assistants.

Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program
Director	\$88,000	1.00	\$88,000
Assistant Director	\$48,000	1.00	\$48,000

The Director and Associate Director will be responsible for:

- a. Student recruiting and admission processes
- b. External relations with alumni and the business community
- c. Strategic planning and execution including budget development and management
- d. Program operations across all university functions
- e. Ensuring student success by tracking progress, providing advising, and assisting with financial aid

b. Operating Expenditures

Briefly explain the need and cost for operating expenditures (travel, professional services, etc.)

This program is self-supporting and is offered to executives. We provide books & materials, provide participant meals during class meetings, and in general provide a very high level of service to our students.

c. Capital Outlay

(1) Library resources

- (a) Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? If not, explain the action necessary to ensure program success.

This professional degree program should not require library usage because all content materials will be supplied to the students.

- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

None.

- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

Students meet on campus.

(2) Equipment/Instruments

Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.

No special equipment is required.

d. Revenue Sources

- (1) If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on

March 16, 2012

Page 12

other programs?

No state appropriated funds are reallocated to this program.

- (2) If the funding is to come from other sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when funding ends?

N/A.

- (3) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

N/A

- (4) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

- (5) Provide estimated fees for any proposed professional or self-support program.

We propose a fee of \$44,700/student for the entire 12 month program, all-inclusive except for travel costs.

Attachment A: Courses and curriculum
Attachment B: Detail of Budget
Attachment C: Contract

Courses and Curriculum for Boise State University's proposed Executive Masters of Business Operational Excellence.

Courses:

- A. MBOE 501 DNA OF EXCELLENCE (3 credits)(S).** Examines the need to continuously challenge existing processes and drive them to higher levels of performance. Introduces fundamental tools used for project selection including Hoshin planning, the voice of the customer, and value stream mapping. Includes an introduction to the Toyota Production System (TPS). PREREQ: ADM/PROG
- B. MBOE 502 STATISTICAL THINKING (3 credits)(S).** Provides an overview of statistics and probability, including quantitative analysis and data collection, with a special emphasis on understanding and eliminating variation. Introduces Six Sigma philosophy and tools. Students apply concepts to work projects. PREREQ: ADM/PROG
- C. MBOE 511 FINANCIAL MEASUREMENT (3 credits)(S).** Examines the selection and measurement of financial outcomes for lean organizations. A user's perspective emphasizes organizational management and control via financial measurement choices made. Students apply concepts to work projects. PREREQ: ADM/PROG
- D. MBOE 512 DESIGN AND STRUCTURE OF PROCESSES, PRODUCTS, AND SERVICES (3 credits)(S).** Emphasizes that all work is a process and that flexibility and creativity are critical to achieving optimal work flow within an organization. Introduces various tools to help align process components into a lean organization. Students apply concepts to work projects. PREREQ: ADM/PROG
- E. MBOE 521 IMPROVEMENT TOOLS AND SKILLS (3 credits) (SU).** Provides the knowledge and diagnostic tools required to identify and understand cause-and-effect relationships. Lean, Six Sigma, and related concepts are introduced and reinforced with value stream simulations. Connects these concepts with the successful deployment of the Plan-Do-Check-Act cycle. Students apply concepts to work projects. PREREQ: ADM/PROG
- F. MBOE 522 CRITICAL COMPONENTS OF CHANGE MANAGEMENT (3 credits)(SU).** Explores leadership styles, including the leader's role of change agent, with emphasis on training, coaching, team building and empowerment. Focuses on gaining commitment to change while overcoming complacency and resistance. Covers the successful deployment of standard work, project management, communication, knowledge management, and planning. Students apply concepts to work projects. PREREQ: ADM/PROG
- G. MBOE 531 STUDY MISSION AND DIAGNOSTIC PRACTICE (6 credits)(F).** Provides on-site opportunity to benchmark world class organizations. Observation of operational excellence concepts in the field including the role leaders play and the interaction of all stakeholders: customers, suppliers, employees, and owners. Emphasis the deployment of diagnostic tools in these organizations. Opportunities provided to practice these tools in real life simulations. Requires a passport and travel outside of the United States. PREREQ: ADM/PROG

- H. **MBOE 541 CHANGE MANAGEMENT AS A STRATEGIC INITIATIVE (3 credits)(S).** Focuses on understanding the voice of the customer and the role of all stakeholders in developing a culture of excellence. Provides techniques to design and align an organization’s mission, vision, values, policies, processes, procedures and behaviors into a strategic initiative of operational excellence. Includes leveraging creativity, flexibility, and innovation to nurture the growth of people, products, and processes, in an environmentally responsible way. Students apply concepts to work projects. PREREQ: ADM/PROG
- I. **MBOE 542 UNDERSTANDING AND MANAGING THE ENTIRE VALUE STREAM (3 credits)(S).** Reviews efforts to lead internal operational excellence efforts and then expands those concepts to include interactions with external organizations, with special emphasis on suppliers. Emphasis on aligning philosophies and the flow of information and materials needed to meet or exceed customer expectations. Students apply concepts to work projects. PREREQ: ADM/PROG

Curriculum:

Master of Business Operational Excellence	
Course Number, Title, and Credits	
MBOE 501 DNA of Excellence	3
MBOE 502 Statistical Thinking	3
MBOE 511 Financial Measurement.....	3
MBOE 512 Design and Structure of Processes, Products, and Services	3
MBOE 521 Improvement Tools and Skills	3
MBOE 522 Critical Components of Change Management.....	3
MBOE 531 Study Mission and Diagnostic Practice	6
MBOE 541 Change Management as a Strategic Initiative	3
MBOE 542 Understanding and managing the Entire Value Stream	3
Total	30

ATTACHMENT 1

Detailed Budget Model			Updated as of 15May 2012			
Faculty pay per week	\$ 12,000	Total tuition & Fees	\$44,700	#Students	30	
# Faculty to Tokyo	2	Kaizen front pay for trip per student or faculty	\$ 5,000	per student	Kaizen final pay for trip	\$3,000
		FY2012	FY2013	FY2014	FY2015	
		Total	year total	year total	year total	
Cohort 1 # students			30	0		
Credits per student						
Total Credits			540	360		
FTE			45	30		
Cohort 2 # students				30	0	
Credits per student						
Total Credits				540	360	
FTE				45	30	
Cohort 3 # students					30	
Credits per student						
Total Credits					540	
FTE					45	
Total headcount			30	30	30	
Total credits			540	900	900	
total FTE			45	75	75	
income cohort 1			\$804,600	\$536,400	\$0	
income cohort 2			\$0	\$804,600	\$536,400	
income cohort 3			\$0	\$0	\$804,600	
Total Income		\$0	\$804,600	\$1,341,000	\$1,341,000	
II. Expenditures						
		FY2012	FY2013	FY2014	FY2015	
		Total	year total	year total	year total	
A. Personnel Costs						
1. Faculty	FTE>>		FTE>>	FTE>>	FTE>>	
1st Cohort Instructors	OL		\$ 26,500	OL	\$24,500	
1st Cohort grading pay	OL		\$ 17,500	OL	\$15,000	
2nd Cohort Instructors	OL		\$ -	OL	\$26,500	
2nd Cohort grading pay	OL		\$ -	OL	\$17,500	
3rd Cohort Instructors	OL			OL	\$26,500	
3rd Cohort grading pay	OL			OL	\$17,500	
1st cohort project pay	OL		\$ 27,000	OL	\$18,000	
2nd cohort project pay	OL		\$ -	OL	\$27,000	
3rd cohort project pay	OL			OL	\$27,000	
TOTAL		\$ -	\$ 71,000	\$ 128,500	\$ 128,500	
All Instructors will be on Overload; hence 0.0 FTE each						
2. Administrators	FTE>>		FTE>>	FTE>>	FTE>>	
Director	0.25	\$17,625	0.88	\$75,250	1.0	
Ass't Director	0.0	\$0	1.0	\$46,000	1.0	
TOTAL	0.25	\$17,625	1.9	\$121,250	2.0	
3. Adjunct Faculty	FTE>>		FTE>>	FTE>>	FTE>>	
Visiting Professors	N/A	\$0	N/A	\$10,000	N/A	
TOTAL		\$0		\$10,000	\$20,000	

ATTACHMENT 1

			FY2012		FY2013		FY2014		FY2015
4. Instructional Assistants	FTE>>			FTE>>		FTE>>		FTE>>	
Graduate Ass't		0	\$0	0.50	\$ 8,000	1.0	\$18,000	1.00	\$18,000
Student Ass't			\$0	0.50	\$ 10,000	0.5	\$10,000	0.50	\$10,000
TOTAL			\$0	1.00	\$18,000	1.50	\$28,000	1.50	\$28,000
5. Research Personnel	FTE>>			FTE>>		FTE>>		FTE>>	
TOTAL									
6. Support Personnel	FTE>>			FTE>>		FTE>>		FTE>>	
Staff			\$0	0.10	\$ 4,000	0.2	\$8,000	0.2	\$8,000
TOTAL			\$0	0.10	\$4,000	0.20	\$8,000	0.20	\$8,000
7. Fringe Benefits	rate								
Faculty benefits		0.25	\$0		\$17,750		\$32,125		\$32,125
Administrator benefits		0.25	\$4,406		\$30,313		\$34,000		\$35,000
Adjunct benefits		0.10	\$0.00		\$1,000.00		\$2,000.00		\$2,000.00
Instru Asst benefits		0.10	\$0.00		\$1,800.00		\$2,800.00		\$2,800.00
Research personnel ben		0.30	0		0		0		0
Support personnel bens		0.30	\$0.00		\$1,200.00		\$2,400.00		\$2,400.00
TOTAL FRINGE BENEFITS			\$4,406		\$52,063		\$73,325		\$74,325
TOTAL Personnel Costs			\$ 22,031		\$ 276,313		\$ 393,825		\$ 398,825
B. Operating Expenses									
1. Travel									
Travel			\$6,000		\$ 18,000		\$16,000		\$16,000
Total Travel			\$6,000		\$18,000		\$16,000		\$16,000
2. Professional Services									
Kaizen institute flat fee					\$100,000		\$250,000		\$250,000
Kaizen Institute Tokyo trip					\$150,000		\$240,000		\$240,000
Total Professional Expenses					\$250,000		\$490,000		\$490,000
4. Communications									
Promotion (recruitment)			\$8,000		\$ 25,000		\$50,000		\$50,000
Postage & Mail			\$400		\$ 1,200		\$800		\$800
TOTAL Communications			\$8,400		\$26,200		\$50,800		\$50,800

ATTACHMENT 1

6. Materials and Supplies		FY2012	FY2013	FY2014	FY2015
Cohort 1 Food		\$0	\$ 18,900	\$18,900	
Cohort 1 Ed supplies		\$0	\$ 13,500	\$12,000	
Cohort 2 Food		\$0	\$ -	\$18,900	\$18,900
Cohort 2 Ed supplies		\$0	\$ -	\$13,500	\$12,000
Cohort 3 Food					\$18,900
Cohort 3 Ed supplies					\$13,500
TOTAL Materials and Supplies		\$0	\$32,400	\$63,300	\$63,300
8. Repairs and Maintenance					
Meeting Room Cleaning and Maint		\$0	\$ 2,100	\$2,800	\$2,800
TOTAL Repairs and Maintenance		\$0	\$2,100	\$2,800	\$2,800
10. Miscellaneous					
Miscellaneous		\$1,000	\$ 2,000	\$2,000	\$2,000
Office Expenses		\$1,000	\$ 3,000	\$3,000	\$3,000
Parking		\$0	\$ 900	\$1,200	\$1,200
TOTAL Misc		\$2,000	\$5,900	\$6,200	\$6,200
TOTAL OPERATING EXPENSES		\$16,400	\$334,600	\$629,100	\$629,100
C. Capital Outlay					
1. Library resources					
2. Equipment					
TOTAL CAPITAL OUTLAY					
D. Physical facilities construction					
TOTAL physical facilities construction					
E. Indirect costs (overhead)					
University Admin fee: 6% of expenses		\$2,306	\$36,654.75	\$61,375.50	\$61,675.50
(includes Kaizen \$\$)					
GRAND TOTAL EXPENDITURES		\$ 40,737	\$ 647,567	\$ 1,084,301	\$ 1,089,601

**MEMORANDUM OF AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND
KAIZEN INSTITUTE USA**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by and between Boise State University ("University") and Kaizen Institute Consulting Group USA ("Kaizen") on this 8th day of May, 2012.

WHEREAS, the University is a body corporate and politic of the State of Idaho and a state institution of higher education;

WHEREAS, Kaizen is a consulting and training organization dedicated to "Lean" education, reducing waste, creating measurable improvements, and developing individuals;

WHEREAS, both parties (the "Parties") desire to work together to create an Executive Master of Business Operational Excellence program (the "Program");

WHEREAS, in this joint working relationship between the Parties, University will be the managing entity and will have final decision-making authority with respect to the Program;

WHEREAS, both parties desire to set forth the terms and conditions of such relationship in this Agreement;

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

1. Required Approvals. The rights and obligations contemplated herein shall not inure to University or Kaizen unless and until approval of the Program and this Agreement is sought and received from the University's Office of the Vice President for Finance and Administration, the University's Office of the Provost and Vice President for Academic Affairs, and the Idaho State Board of Education.
2. Obligations of Both Parties.
 - a. *Program Creation.* Both Parties shall work together to develop the Program. Both Parties agree to work in good faith to establish a timeline for creation and commencement of the Program. The Program characteristics shall include the following:
 - i. Admission requirements. Students must have a minimum of five (5) years professional work experience. A bachelor's degree with a strong academic background shall also be required for admission.
 - ii. Length of program. Each offering of the Program shall be approximately twelve (12) months long, consisting of nine courses. The Program shall be project based. Students are to remain with the

same group of students throughout the duration of the Program offering.

- iii. Quarterly meetings. Students will meet on University campus for a period of six consecutive days once per quarter.
- iv. Study Mission. During the Program, the students will participate in a Study Mission to Japan.
- b. *Marketing.* Both Parties shall work together to develop Program marketing materials. All marketing materials shall be subject to advance University approval in writing. Such approval may be sought via email at licensing@boisestate.edu.
- c. *Program Evaluation.* University shall evaluate the success of the program on an ongoing basis. Kaizen shall assist University in these evaluations.

3. University Obligations.

- a. *Recruiting.* The University shall recruit between 5 and 10 students for each offering of the Program. In the event more than 45 total students are recruited and accepted into any one offering of the Program, the Parties shall discuss the possibility of adding a second cohort, subject to University approval. In the event either: (1) less than 20 students are enrolled into an offering of the Program at least 90 days prior to the first class of that same offering; or (2) less than 28 students are enrolled into an offering of the Program at least 60 days prior to the first class of that same offering, the University shall, in its sole discretion, determine whether to continue or to cancel the Program for that particular offering.
- b. *Administration.* University shall make all student-admissions decisions with respect to the program, including, but not limited to screening, selecting, accepting, and registering students. All administration activities related to student-admissions shall also be the responsibility of the University.
- c. *Instruction.* University shall provide members of University faculty to lead the course instruction.
- d. *Materials.* University shall provide certain educational materials for the students, as needed.
- e. *Facilities.* University shall provide classrooms for instruction, as needed.
- f. *Meals.* University shall provide on-campus meals for the students.

- g. *Program Director.* University will appoint a University employee as the program director.
 - h. *Study Mission.* University shall be responsible for providing instructors to accompany the students on the Study Mission to Japan.
 - i. *Course Planning.* University shall have the primary role in the design, delivery, and support of each course offered by the Program, with Kaizen's assistance as requested. All curriculum development shall be the primary responsibility of the University.
 - j. *Issuance of Degree.* University shall be responsible for issuance of a Master's Degree to students following their completion of the Program.
4. Kaizen Obligations. Subject to University approval, Kaizen shall be responsible for the following:
- a. *Marketing.*
 - i. Creation of a worldwide marketing and promotion plan;
 - ii. Marketing, including, but not limited to, Kaizen's website, printed materials, social media, and attendance and participation at conferences with respect to the Program.
 - b. *Recruiting.* Kaizen shall recruit between 20 and 45 students for each offering of the Program. In the event more than 45 total students are recruited and accepted into any one offering of the Program, the Parties shall discuss the possibility of adding a second cohort, subject to University approval. In the event either: (1) less than 20 students are enrolled into an offering of the Program at least 90 days prior to the first class of that same offering; or (2) less than 28 students are enrolled into an offering of the Program at least 60 days prior to the first class of that same offering, the University shall, in its sole discretion, determine whether to continue or to cancel the Program for that particular offering.
 - c. *Compensation of Kaizen employees.* Kaizen understands that it is strictly prohibited from and agrees that it shall not make any incentive payments, including but not limited to, bonus payments, lump sum payments, in kind awards, commissions or other payments to its consultants or employees based on the number of applicants to the Program processed as a direct or indirect result of contact between the prospective student and that same consultant or employee. Kaizen shall certify its continued compliance with this requirement in writing upon request of University and shall be subject to

reasonable audit and inspection of necessary business records regarding this provision upon written notice by University.

- d. *Instruction.* Kaizen shall provide qualified instructors to co-teach each Program course at University's campus in concert with a University professor and to provide individual student project mentoring between course sessions.
- c. *Course Planning and Course Materials.* Kaizen shall assist University in the design, delivery, and support of courses offered by the Program and shall provide a one year subscription to its online Gemba Academy courses to each student enrolled in the Program and to each University professor involved in the instruction of the Program courses.

5. Term and Termination.

- a. *Term.* The Term of this Agreement shall be for a period of five (5) years, unless sooner terminated as set forth herein.
- b. *Termination for Default.* University may terminate this Agreement upon providing written notice of default or non-compliance to Kaizen and Kaizen has failed to cure the default or non-compliance within thirty (30) calendar days. University, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary, including, without limitation, offset of damages against payment due. Further, University shall have the right to complete any offering of the Program for which applicants have been accepted prior to termination for default or non-compliance.
- c. *Termination for Convenience.* Either party may terminate this Agreement for convenience upon ninety (90) days prior written notice. However, such termination shall not be effective until the conclusion of any offering of the Program for which applicants have been accepted prior to the delivery of such written notice and University will continue to utilize course materials, including Kaizen's online Gemba Academy courses until the conclusion of any offering of the Program for which applicants have been accepted prior to the delivery of such written notice.

- 6. Fees. University shall compensate Kaizen a flat fee of \$250,000.00 for each cohort of each offering of the Program actually held at University during the term of this Agreement, payable in five equal payments of \$50,000.00. Such payments shall be due on January 31, April 30, September 30, November 30 and December 31 of the year the cohort is actually offered. Should any cohort or offering of the Program be cancelled pursuant to paragraphs 3(a) and 4(b) above, no fees shall be owed to Kaizen for that same cohort or offering and any portion of fees for the canceled cohort previously paid to Kaizen shall be immediately refunded to University.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho.
8. Severability. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
9. Entire Agreement/Modification. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the full, complete, and entire Agreement between University and Kaizen and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless it is made in writing and signed by the authorized representatives of the Parties.
10. Anti-discrimination. Acceptance of this Agreement binds Kaizen to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). In the event federal funds are utilized, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. Kaizen shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. Kaizen must include this provision in every subcontract relating to this Agreement.
11. Indemnification. Kaizen shall defend, indemnify, and hold harmless University from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of Kaizen, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Kaizen shall have no indemnification liability under this Section for death, injury, or damage arising solely out of the negligence or misconduct of University.

12. Compliance with Law. Kaizen shall comply with all requirements of federal, state, and local laws and regulations applicable to Kaizen or to the services provided by Kaizen pursuant to this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). For the duration of this Agreement, Kaizen shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and/or rules.
13. Non-competition. Neither party may start a competing Master of Business Operational Excellence Program during the Term of this Agreement.
14. University Marks. Kaizen understands and acknowledges that the University owns all rights in and to the University's name, logo(s), trade dress, colors, and other indicia ("Trademarks") and Kaizen is not granted any rights to such Trademarks other than as herein granted. Any use by Kaizen of Trademarks shall be approved by the University's Director of Trademark Licensing and Enforcement. Such approval may be sought via email at licensing@boisestate.edu.
15. Kaizen Marks. University understands and acknowledges that Kaizen owns all rights in and to the terms KAIZEN, GEMBAKAIZEN, name, logo(s), trade dress, colors, and other indicia ("Trademarks") and the University is not granted any rights to such Trademarks other than as herein granted. Any use by the University of Trademarks shall be approved by Kaizen's officer. Such approval may be sought via email at KICG@kaizen.com.
16. Relationship between the Parties. The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. The Parties shall be solely and personally liable for the costs of their own labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein.
17. Subcontracting/Assignment. Kaizen shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy, upon notice of Kaizen's assignment or subcontract in violation of this Section.
18. Force Majeure. Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Kaizen shall notify University promptly in writing of any cause of delay and University

concur that the delay was beyond the control and without the fault or negligence of Kaizen. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Kaizen's finances shall not be a Force Majeure event.

19. Insurance Requirements. Kaizen shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement:

- a. Commercial General Liability Insurance with limits not less than \$1 million (CSL) per occurrence for Property Damage and Bodily Injury Liability, including Products/Completed Operations Liability, Blanket Contractual Liability and Personal Injury Liability. If an annual aggregate is used, each annual aggregate limit shall not be less than \$2 million when applicable and will be endorsed to apply separately to each job site or location. This insurance must name as additional insureds Boise State University and the State of Idaho; and
- b. Workers' Compensation and Employers' Liability Insurance as follows:
 - i. Workers' Compensation – as required by Idaho statute including occupational disease. Kaizen must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that Kaizen has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. Kaizen shall exonerate, defend, indemnify and hold harmless University and the State of Idaho from and against, and assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation and income tax laws with respect to the contractor or Kaizen's employees engaged in performance under this Agreement.
 - ii. Employers' Liability – with limits not less than: Bodily Injury by Accident, \$100,000 each accident; Bodily Injury by Disease, \$100,000 each employee with a \$500,000 policy limit.
- c. Prior to the commencement of the term of this contract, Kaizen shall deliver or fax to the University certificate(s) of insurance with respect to all such insurance identified above in a form reasonably satisfactory to the University. The certificate(s) must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, the issuing company must notify the University in

writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance.

20. Intellectual Property. Intellectual Property, including but not limited to, discoveries, designs, methodologies, improvements, software, know-how, and works of authorship created during the term of and in performance of this Agreement shall be owned as follows: (a) intellectual property created solely by one or more University employees shall be owned by University; (b) intellectual property created solely by one or more employees of Kaizen shall be owned by Kaizen, provided however, that University shall have a non-exclusive, perpetual, fully paid up license to use such intellectual property for so long as the University offers the Program in conjunction with Kaizen; and (c) intellectual property created by one or more employees of University and one or more employees of Kaizen shall be jointly owned by University and Kaizen. Intellectual property created outside the term of and external to the performance of this Agreement will be owned by the originating party and nothing in this Agreement shall be construed as a transfer of ownership rights to any party of the others' external intellectual property, provided however, that University shall have a non-exclusive, perpetual, fully paid up license to utilize course materials owned by Kaizen for so long as the University offers the Program in conjunction with Kaizen.
21. Notices. Any notice under the terms and provisions of this Agreement shall be in writing and shall become effective on the third day after it is deposited in the United States mail, with proper postage prepaid, addressed to the party at the address appearing below or to such other addresses as the party may from time to time designate by notice in writing.

If to University:

Boise State University
College of Business and Economics
Attn: Patrick Shannon, Dean
1910 University Drive
Boise, Idaho 83725

With copy to:

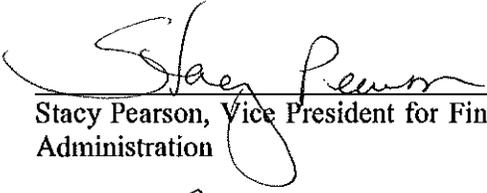
Boise State University
Office of the General Counsel
1910 University Drive
Boise, Idaho 83725-1002

If to Kaizen:
Kaizen Institute Consulting Group USA
7137 East Rancho Vista Drive
Suite B-11
Scottsdale, AZ 85251

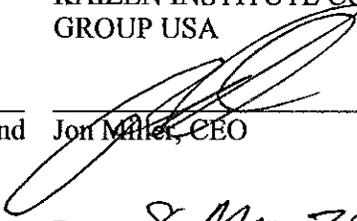
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

BOISE STATE UNIVERSITY

KAIZEN INSTITUTE CONSULTING
GROUP USA



Stacy Pearson, Vice President for Finance and
Administration



Jon Miller, CEO

Date: May 10, 2012

Date: 8 May 2012

**MEMORANDUM OF AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND
KAIZEN INSTITUTE USA
REGARDING STUDY MISSION**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into by and between Boise State University (“University”) and Kaizen Institute Consulting Group USA (“Kaizen”) on this 8th day of May , 2012.

WHEREAS, the University is a body corporate and politic of the State of Idaho and a state institution of higher education;

WHEREAS, Kaizen is a consulting and training organization dedicated to “Lean” education, reducing waste, creating measurable improvements, and developing individuals;

WHEREAS, Boise State University wishes to affiliate with Kaizen (collectively the “Parties”) to provide a Study Mission in conjunction with the Executive Master of Business Operational Excellence Program (the “Program”);

WHEREAS, both parties desire to set forth the terms and conditions of such relationship in this Agreement;

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

1. Required Approvals. The rights and obligations contemplated herein shall not inure to University or Kaizen unless and until approval of the Program and this Agreement is sought and received from the University’s Office of the Vice President for Finance and Administration, the University’s Office of the Provost and Vice President for Academic Affairs, and the Idaho State Board of Education.
2. University Obligations. University shall be responsible for providing instructors to accompany the students on the Study Mission to Japan. University shall be responsible for instructors’ travel arrangements to and from Japan.
3. Kaizen Obligations. Subject to University approval, Kaizen shall be responsible for all aspects of the Study Mission to Japan, including all costs for in-country transportation, meals, and lodging, and arranging all tours and visits to companies while in Japan. One Study Mission shall be scheduled for each cohort. Kaizen shall be responsible for providing instructor(s) for the study mission.
4. Student Obligations. Students will be responsible for their own travel arrangements, visa arrangements, trip cancellation insurance, passport costs, excess baggage shipment and storage, personal expenses such as telephone charges, and medical insurance to cover medical contingencies while in Japan.

5. Term and Termination.
- a. *Term.* The Term of this Agreement shall be for a period of five (5) years, unless sooner terminated as set forth herein.
 - b. *Termination for Default.* University may terminate this Agreement upon providing written notice of default or non-compliance to Kaizen and Kaizen has failed to cure the default or non-compliance within thirty (30) calendar days. University, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary, including, without limitation, offset of damages against payment due.
 - c. *Termination for Convenience.* Either party may terminate this Agreement for convenience upon ninety (90) days prior written notice. However, such termination shall not be effective until the conclusion of the next scheduled Study Mission, unless, in the University's sole discretion, the University decides not to proceed with the next scheduled Study Mission.
6. Fees. University shall compensate Kaizen a flat fee of \$8,000USD per University student and \$5,000USD per University instructor attending the Study Mission, payable in the following installments: (1) \$5,000USD per student and faculty member attending the Study Mission will be due on the 15th of the month prior to the scheduled month of the Study Mission; and (2) \$3,000USD per student attending the Study Mission, excluding faculty, shall be due on last day of the month following the month the Study Mission is completed. Should the Study Mission or any cohort or offering of the Program be cancelled, no fees shall be owed to Kaizen for that same cohort or offering and any portion of fees for the canceled cohort previously paid to Kaizen shall be immediately refunded to University.
7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho.
8. Severability. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
9. Entire Agreement/Modification. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the full, complete, and entire Agreement between University and Kaizen and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless it is made in writing and signed by the authorized representatives of the Parties.
10. Anti-discrimination. Acceptance of this Agreement binds Kaizen to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in

the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” In addition, “No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (Section 504 of the Rehabilitation Act of 1973). In the event federal funds are utilized, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. Kaizen shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. Kaizen must include this provision in every subcontract relating to this Agreement.

11. Indemnification. Kaizen shall defend, indemnify, and hold harmless University from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of Kaizen, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Kaizen shall have no indemnification liability under this Section for death, injury, or damage arising solely out of the negligence or misconduct of University.
12. Compliance with Law. Kaizen shall comply with all requirements of federal, state, and local laws and regulations applicable to Kaizen or to the services provided by Kaizen pursuant to this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”). For the duration of this Agreement, Kaizen shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and/or rules.
13. University Marks. Kaizen understands and acknowledges that the University owns all rights in and to the University’s name, logo(s), trade dress, colors, and other indicia (“Trademarks”) and Kaizen is not granted any rights to such Trademarks other than as herein granted. Any use by Kaizen of Trademarks shall be approved by the University’s Director of Trademark Licensing and Enforcement. Such approval may be sought via email at licensing@boisestate.edu.
14. Kaizen Marks. University understands and acknowledges that Kaizen owns all rights in and to the terms KAIZEN, GEMBAKAIZEN, name, logo(s), trade dress, colors, and other indicia (“Trademarks”) and the University is not granted any rights to such Trademarks other than as herein granted. Any use by the University of Trademarks

shall be approved by Kaizen's officer. Such approval may be sought via email at KICG@kaizen.com.

15. Relationship between the Parties. The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. The Parties shall be solely and personally liable for the costs of their own labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein.
16. Subcontracting/Assignment. Other than for the arrangement of transportation, meals and/or lodging for the Study Mission participants within Japan, Kaizen shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy, upon notice of Kaizen's assignment or subcontract in violation of this Section.
17. Force Majeure. Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Kaizen shall notify University promptly in writing of any cause of delay and University concurs that the delay was beyond the control and without the fault or negligence of Kaizen. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Kaizen's finances shall not be a Force Majeure event.
18. Insurance Requirements. Kaizen shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement:
 - a. Commercial General Liability Insurance with limits not less than \$1 million (CSL) per occurrence for Property Damage and Bodily Injury Liability, including Products/Completed Operations Liability, Blanket Contractual Liability and Personal Injury Liability. If an annual aggregate is used, each annual aggregate limit shall not be less than \$2 million when applicable and will be endorsed to apply separately to each job site or location. This insurance must name as additional insureds Boise State University and the State of Idaho; and
 - b. Workers' Compensation and Employers' Liability Insurance as follows:

- i. Workers' Compensation – as required by Idaho statute including occupational disease. Kaizen must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that Kaizen has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. Kaizen shall exonerate, defend, indemnify and hold harmless University and the State of Idaho from and against, and assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation and income tax laws with respect to the contractor or Kaizen's employees engaged in performance under this Agreement.
 - ii. Employers' Liability – with limits not less than: Bodily Injury by Accident, \$100,000 each accident; Bodily Injury by Disease, \$100,000 each employee with a \$500,000 policy limit.
 - c. Prior to the commencement of the term of this contract, Kaizen shall deliver or fax to the University certificate(s) of insurance with respect to all such insurance identified above in a form reasonably satisfactory to the University. The certificate(s) must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, the issuing company must notify the University in writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance.
19. Notices. Any notice under the terms and provisions of this Agreement shall be in writing and shall become effective on the third day after it is deposited in the United States mail, with proper postage prepaid, addressed to the party at the address appearing below or to such other addresses as the party may from time to time designate by notice in writing.

If to University:

Boise State University
College of Business and Economics
Attn: Patrick Shannon, Dean
1910 University Drive
Boise, Idaho 83725

With copy to:

Boise State University

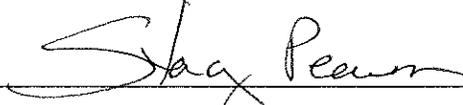
Office of the General Counsel
1910 University Drive
Boise, Idaho 83725-1002

If to Kaizen:
Kaizen Institute Consulting Group USA
7137 East Rancho Vista Drive
Suite B-11
Scottsdale, AZ 85251

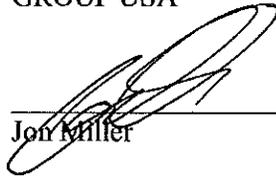
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

BOISE STATE UNIVERSITY

KAIZEN INSTITUTE CONSULTING
GROUP USA



Stacy Pearson, Vice President for Finance and
Administration



Jon Miller

Date: May 10, 2012

Date: 8 May 2012

INSTRUCTIONAL, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16

SUBJECT

Postsecondary Data Reporting Change to State Census Date

BACKGROUND/DISCUSSION

Postsecondary institutions in Idaho have used the 10th day enrollment numbers as the official census date for more than two decades. There have been many changes in higher education programs and student enrollment in the last decade. Since at least 2006, the Council for Academic Affairs & Programs (CAAP) and the Directors of Institutional Research at the public postsecondary institutions have discussed changing the census date from 10th day to a later date in the semester. The purpose of the census date is to capture a point in time enrollment. The census data is used for snapshot reporting purposes and reports to the State and Federal government. These data are evaluated for headcount and full-time equivalent enrollment trends used for scholarship distribution numbers, internal evaluation purposes at the institution, and are captured in the postsecondary State Longitudinal Data System.

There are no State or Federal laws that mandate a census date for states. In fact, there is significant variation across the country regarding official state census dates. Some states use the 10th day of the semester, some use the last day to drop or add classes without penalty, or some other point in time in the semester, and some states use the Integrated Postsecondary Education Data System (IPEDS) default date of October 15th.

CAAP voted unanimously to change Idaho's official census date from 10th day to October 15th for the fall semester and March 15th for the spring semester. Changing the census date to later in the semester provides for a more accurate enrollment snapshot that will better capture dual credit enrollment and late start classes. These students may not be registered by the 10th day due to differences in the postsecondary and secondary schedule resulting in undercounting for 10th day reports. For dual credit this is significant as the students represent anywhere from 4% to 17% of an Idaho public institution's 12-month enrollment.

IMPACT

Changing the census date from 10th day to October 15th/March 15th will likely increase the student enrollment numbers as the later date provides a more accurate enrollment picture. This change will result in the establishment of a new historical trend for enrollment numbers; however these numbers should also provide a more accurate representation of student enrollment.

This change may have some financial implications to the institutions due to the increased enrollment being captured in reporting. Currently, census date reports are tied to the Blackboard contract fees. Institutions are also required to use the official state census day for their IPEDS reports.

STAFF COMMENTS AND RECOMMENDATIONS

INSTRUCTIONAL, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16

The Board staff recommends approval to change Idaho's official census date from 10th day to October 15th for the Fall census reporting and March 15th for the Spring census reporting.

BOARD ACTION

I move to approve the request to change Idaho's official census date from 10th day to October 15th for Fall census reporting and March 15th for Spring census reporting and to direct staff to incorporate into Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012

IDAHO EPSCOR

SUBJECT

Experimental Program to Stimulate Competitive Research (EPSCoR) Annual Summary Report

REFERENCE

June 17, 2010	EPSCoR provided annual report to the Board
August 11, 2011	EPSCoR provided annual report to the Board

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Experimental Program to Stimulate Competitive Research (EPSCoR) is a federal-state partnership designed to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. Through EPSCoR, participating states are building a high-quality, academic research base that is serving as a backbone of a scientific and technological enterprise.

Idaho EPSCoR is currently led by a state committee composed of 16 members with diverse professional backgrounds from both the public and private sectors and from all regions in the state. The Idaho EPSCoR committee oversees the implementation of the EPSCoR program and ensures program goals and objectives are met. The Idaho EPSCoR office and the Idaho EPSCoR Project Director are located at the University of Idaho. Partner institutions are Boise State University and Idaho State University.

Consistent with Board Policy III.W.2. d., EPSCoR has prepared an annual report regarding current EPSCoR activities that details all projects by federal agency source, including reports of project progress from associated external Project Advisory Board (PAB).

ATTACHMENTS

Attachment 1 – Annual Report Summary

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The current Idaho NSF-EPSCoR award is a five (5) year, \$15M award focusing on water resources in a changing climate. The current award will expire August 31, 2013. The Higher Education Research Council currently allocates \$600,000 in matching funds for the current award. The EPSCoR Committee is in the process of developing a new grant proposal for the next award cycle. The matching fund requirements for the new award, if received, will be higher than

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012

the current award. The current estimate for needed matching funds for the new award is \$800,000.

BOARD ACTION

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

Introduction



**Idaho NSF EPSCoR Research Infrastructure Improvement (RII):
Annual Report (Sept. 2011 – Aug. 2012)**

Rick Schumaker, Project Administrator
Peter Goodwin, Project Director

Idaho State Board of Education
August 16, 2012






Introduction

Annual Report Outline

- ✓ Idaho EPSCoR Overview
- ✓ Activities and Accomplishments
 - Track 1
 - Track 2
 - C2
- ✓ 22nd National EPSCoR Conference
- ✓ Concluding Remarks

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Management and Stewardship

“ONEIdaho” Philosophy

- ✓ EPSCoR is about transformative research. It is not about playing ‘catch-up’ – but about leading and forging niche areas consistent with S&T plans
- ✓ EPSCoR is about building community – “ONEIdaho”
 - research community
 - education community
 - integrating research and education
 - engaging our full intellectual capacity
- ✓ Communication – at all levels
 - Idaho EPSCoR web page
 - Newsletter
 - Conferences
 - ONEIdaho Diversity Summit (March)
 - Idaho STEM Summit
 - Annual Meeting (Oct 2-3, 2012)



Research Infrastructure Improvement (RII)

Active NSF EPSCoR RII Projects

- ✓ Track 1: Academic Research Capacity
 - *Water Resources in a Changing Climate*
 - Sept. 2008 – Aug. 2013; \$15 M
- ✓ Track 2: Cyberinfrastructure
 - *Western Consortium of Idaho, Nevada, and New Mexico*
 - Sept 2009 – Aug. 2013; \$2 M to ID
- ✓ C2: Intra- and Inter-Campus Connectivity
 - Sept. 2010 – Aug. 2013; \$1.2 M



Water Resources in a Changing Climate

Track 1 EPSCoR Investments

- ✓ Research Infrastructure
 - Hydroclimatology
 - Ecological Change
 - Economics and Policy
- ✓ Cyber-infrastructure
- ✓ Education and Outreach
- ✓ Diversity
- ✓ Stewardship



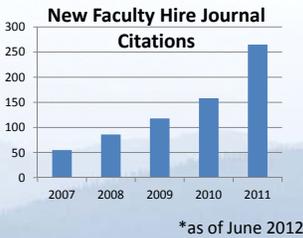





Intellectual Capacity

Track 1 EPSCoR Investments

- ✓ Develop research infrastructure by investing in people
- ✓ 10 new tenure-track faculty
 - Hiring completed
 - Fill key research niches
 - Integrate across disciplines
 - 6 female faculty
- ✓ Leveraged additional positions
 - Dr. Donna Delparte



Year	Citations
2007	~50
2008	~80
2009	~110
2010	~150
2011	~260

*as of June 2012








Sustainability and Strategic Fidelity

Research Competitiveness

Metric	Yr 4 (#)	Yr 4 (\$)	Total (#)	Total (\$)
Proposals	103	\$43.9 M	330	\$192.8 M
Grants/Awards	60	\$9.0 M	191	\$60.9 M
Pending	32	\$24.0 M	--	--
Publications	59	--	251	--

Impacts of climate change on hydrology and water resources in the Boise and Spokane River Basins
Journal of American Water Resources Association, 1-25, /doi/10.1111/j.1752-1688.2011.00605.x.
Xin Jin and Venkataramana Sridhar, Boise State University

Assessing streamflow sensitivity to temperature increases in the Salmon River Basin, Idaho *Global and Planetary Change*, 88-89, 32-44
Tang, C., B.T. Crosby (Idaho State University), J.M. Wheaton, and T.C. Piechota




Research Competitiveness

Highlights

- ✓ Successful program Reverse Site Visit at NSF (Aug. 2011)
- ✓ External Project Advisory Board Review (Dec. 2011)
- ✓ Idaho is hosting the PNW Climate Science Conference in Boise, Idaho (October 1-2)
- ✓ Growth of the Northwest Knowledge Network (NKN)
- ✓ Statewide Cyberinfrastructure planning underway
- ✓ Interdisciplinary Modeling Course
- ✓ Expanding collaborations









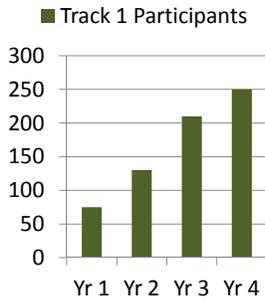
Sustainability and Strategic Fidelity

Increasing Participation

2011/2012	Number
Faculty	44
Support staff	31
Postdocs	11
Grad Students	58
Undergrads	83
K-12 Teachers	328
K-12 Students	996
Community	6,379



Underrepresented Minority Participation: 15%



Track 1 Participants

Yr 1 Yr 2 Yr 3 Yr 4




Diversity, Outreach, and Communication

Outreach and Diversity Strategy

Idaho EPSCoR & Collaborators (I-STEM/INL/ISDE)

K-12	Undergrad	Grad	Postdoc
<ul style="list-style-type: none"> McCall Outdoor Science School (MOSS) JH & HS MOSS Teacher Institutes E-Camp E-Day HOIST/HS Internships Idaho STEM Pipeline Cyber-learning STEM Teacher training at CSI 			

2012 E-camp: 39 Students: 62% female, 46% minority




Cyberinfrastructure

Track 2 RII: Tri-State Consortium



- ✓ Tri-State Meetings
 - April 2012: Sun Valley, Idaho
- ✓ Improved Network Connectivity
- ✓ Data Interoperability
- ✓ Innovation Working Groups
- ✓ Junior Faculty Development
- ✓ Cyber-learning
- ✓ Tri-State Diversity Plan



Research and Cyber- Infrastructure

RII C2 – Connectivity

- ✓ New Data Architect Faculty Position (UI)
- ✓ Campus network Improvements (ISU, CSI)
- ✓ Access to Idaho Regional Optical Network (IRON)
- ✓ Enhanced video capabilities (LCSC)
- ✓ ICE Net Teacher Training in collaboration with NASA and USDA-funded projects

....to support research and research-based education



Collaboration through RII C2

Research Infrastructure Improvement (RII)

North Idaho College University of Idaho
 Lewis-Clark STATE COLLEGE IEN IDAHO EDUCATION NETWORK IRON IDAHO REGIONAL OPTICAL NETWORK
 IDAHO EPSCoR Experimental Program to Stimulate Competitive Research

Idaho's Increasing Share of NSF Funding

Research Competitiveness & Sustainability

➤ Idaho is becoming more nationally research competitive as evidenced by the % of competitive dollars not funded by NSF EPSCoR

Year Range	Percent of total
97-99	0.07
99-01	0.09
01-03	0.12
03-05	0.13
05-07	0.15
07-09	0.22
09-11	0.22

■ 3-Yr Avg.

➤ The Share of Total NSF Research Funding won by Idaho Continues to Increase

IDAHO EPSCoR Experimental Program to Stimulate Competitive Research

22nd National Conference: Oct. 24-27, 2011

National NSF EPSCoR Conference

- ✓ Water/Environment
- ✓ Workforce Development
- ✓ Energy
- ✓ State Committees
- ✓ Regional Economic Development
- ✓ Communicating Science



NSF EPSCoR RII

Research Infrastructure Improvement (RII)



Thank you for your attention!

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012

SUBJECT

Quarterly Report: Programs and Changes Approved by Executive Director

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.4.b.(2), Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.4.a and b.(2), Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year. Board policy also requires Executive Director approval for "Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000."

Consistent with Board Policy III.G.4.b.(2), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, and discontinuations from Idaho's public colleges and universities that were approved between May 2012 and July 2012 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the
Executive Director

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Institutions evaluate existing programs consistent with their internal review processes and Board Policy for quality, effectiveness, and efficiencies. Such reviews also assist institutions in modifying existing program offerings to align with national trends and demand. The accompanying list primarily portrays discontinuation of degree programs and options as a result of reviews conducted at respective campuses.

BOARD ACTION

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

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012**

**Academic Programs
Approved by Executive Director
May 2012 – July 2012**

Boise State University
Discontinue BA in Mathematics, BS in Mathematics remains
Discontinue AS, BS in Health Informatics and Information Management
Discontinue BA in Criminal Justice, BS in Criminal Justice remains
Discontinue BA in Social Science, BS in Social Science remains
Discontinue BA in Sociology, BS in Sociology remains
Create 5 new emphases in the BS in Health Science Studies <ul style="list-style-type: none">• Gerontology• Health Policy and Leadership• Health Informatics and Information Management• Prevention and Addiction Studies• Public Health
Discontinue BA – Political Science, Social Science, Secondary Education
Discontinue BA – Political Science, BS in Political Science remains
Discontinue BA in Psychology, BS in Psychology remains
Discontinue BS/BA in Psychology, Social Studies, Secondary Education Emphasis
Discontinue BA in Communication/English, Journalism emphasis and Humanities/Rhetoric emphasis
Discontinue BA in Communication, Secondary Education
Discontinue BA/BS in Accountancy, BBA in Accountancy remains
Discontinue BA Mathematics Secondary Education, BS remains

Idaho State University
Discontinue Pre-Architecture Program
Discontinue B.A. in American Studies, American Studies Minor

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012**

University of Idaho

Addition of Business Law and Entrepreneurship Emphasis under the Law Program

Discontinue Ed.S. in School Psychology

New Graduate Certificate, Rehabilitation Counseling Category R

Discontinue Minor in Classical Studies

Discontinue Sustainable Small Acreage Farming and Ranching Academic Certificate

Discontinue B.S, Physical Education, in Athletic Training

College of Southern Idaho

Merge Commercial Art, General Art, and Photography into one degree entitled Visual Arts

Discontinue International Business – Associate of Arts

Discontinue Photography, Associate of Arts

Discontinue Commercial Art, Associate of Arts

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
AUGUST 16, 2012**

**Professional - Technical Education Programs
Approved by Executive Director**

Program Activity	Institution
Consolidate Computer Support Technician and Network Systems Technician into one program called Computer Information Systems. Program will include two options: Computer Support Technician (9-month technical certificate and Network Systems Technician (18-month AAS degree	CSI

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