



STATE BOARD OF EDUCATION MEETING

February 14-15, 2018

Boise State University

Simplot Ballroom

Student Union Building

Boise, Idaho

Wednesday February 14, 2018, 10:00 a.m.

BOARDWORK

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

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Boise State University – Annual Progress Report and Tour

WORK SESSION

PPGA

1. Connecting Education to Workforce
 - Idaho Technology Council
 - Treasure Valley Educational Partnership

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

2. Idaho Digital Learning Academy - Annual Report
3. Idaho Bureau of Educational Services for the Deaf and the Blind Annual Report
4. Idaho Public Charter School Commission – Annual Report
5. Teach for America Update
6. Apply Idaho Update

DEPARTMENT OF EDUCATION

1. Developments in K-12 Education
2. Every Student Succeeds Act – Consolidated State Plan Amendments
3. Educator Certification - PRAXIS II Content Area Cut Scores
4. School Counselor Evaluation
5. Instructional Staff Certificate – Dance Endorsement

EXECUTIVE SESSION – Closed to the public

1. To go into executive session pursuant to Section 74-206(1)(b), Idaho Code, “To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.”

Thursday February 15, 2018, 8:00 a.m.

OPEN FORUM

CONSENT AGENDA

AUDIT

1. Audit Committee Member Appointment

IRSA

2. WWAMI Admissions Committee Appointment

PPGA

3. Institution President Approved Alcohol Permits

SDE

4. Emergency Provisional Certificates
5. Boise State University; Proposed Special Education Director Endorsement Program

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

7. 2018 Legislative Update
8. State Board of Education Strategic Plan
9. Higher Education Task Force – Implementation Update
10. Public Schools Accountability – Trajectory Growth Model
11. Westside School District – Master Teacher Premium Plan

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Boise State University - Multi-Year Employment Agreements – Seven (7) Men’s Football Assistant Coaches
2. Boise State University - Multi-Year Employment Agreement – Baseball Head Coach

Section II – Finance

1. Board Policy - Section V.B. – Budget Policies – Second Reading
2. Board Policy V.E. - Gifts and Affiliated Foundations – Second Reading
3. University of Idaho - WWAMI Medical Education Building Renovations Project

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Higher Education Research Council Annual Report
2. National Governors Association Work-based Learning Initiative
3. Common Course Indexing Report
4. Postsecondary Guided Pathways Planning Report

5. Boise State University – Online, Bachelor of Arts in Public Health
6. Board Policy III.S. Remedial Education – Second Reading
7. Board Policy III.Z. Delivery of Postsecondary Programs – Second Reading

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

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1. Agenda Approval

Any changes or additions to the agenda

2. Minutes Approval

BOARD ACTION

I move to approve the minutes from the December 20-21, 2017 Regular Board meeting, the January 4, 2018 Special Board meeting, and the January 18, 2018 Special Board meeting.

3. Rolling Calendar

BOARD ACTION

I move to set February 13-14, 2019 as the date and Boise State University as the location for the February 2019 regularly scheduled Board meeting.

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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 Career Technical Education

**DRAFT MINUTES
STATE BOARD OF EDUCATION
December 20-21, 2017
College of Southern Idaho
Herrett Center
315 Falls Avenue
Twin Falls, Idaho**

A regularly scheduled meeting of the State Board of Education was held December 20-21, 2017 at the College of Southern Idaho in Twin Falls, Idaho.

Present:

Linda Clark, President
Debbie Critchfield, Vice President
David Hill, Secretary
Emma Atchley

Andrew Scoggin
Don Soltman
Richard Westerberg
Sherri Ybarra, State Superintendent

Wednesday, December 20, 2017

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BOARDWORK

1. Minutes Review / Approval

BOARD ACTION

M/S (Critchfield/Soltman): To approve the minutes from the October 19-20, 2017 Regular Board meeting, the November 15, 2017 Special Board meeting, and the December 5, 2017 Special Board meeting. The motion carried 8-0.

2. Rolling Calendar

BOARD ACTION

M/S (Critchfield/Soltman): To set December 19-20, 2018 as the date and the College of Western Idaho as the location for the December 2018 regularly scheduled Board meeting. The motion carried 8-0.

3. Agenda Review/Approval

BOARD ACTION

M/S (Critchfield/Hill): To approve the agenda as submitted. The motion carried 8-0.

WORKSESSION

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

A. Board of Education Strategic Plan

This item was provided in the agenda materials as an information item.

BOARD ACTION

(Westerberg): To remove the definition of Idaho's Public Education System, as stated, from the Board's Strategic Plan. The motion passed by unanimous consent.

AND

(Critchfield): To accept the system-wide performance measures listed on Tab A Page 21 of the Board materials. The motion passed by unanimous consent.

The Board met at the College of Southern Idaho (CSI) Herrett Center in Twin Falls, Idaho. Board President Dr. Linda Clark called the meeting to order at 1:00 pm (MST).

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Vice President and Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield, introduced the work session item reminding members the Board is scheduled to review and approve its Strategic Plan (Plan) annually in December, with the option of a final approval at the February Board meeting if significant changes are requested during the December Board meeting. She continues elements of the Strategic Plan before the Board today include recommendations from the Governor's Higher Education Task Force and that once approved the institutions and agencies under the Board will use the Board's Plan to inform their annual updates to their own strategic plans. She then invites the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, and Director of Research, Mr. Carson Howell, to present the Board's Strategic Plan and answer any questions from the Board.

Ms. Bent shares with Board members the statutory framework for the Plan must include a mission and vision statement, goals, objectives tied to those goals and performance measures and benchmarks tied to the objectives. She continues the Board's overall Strategic Plan ties to the other strategic plans the Board considers each year and the strategic plans of the institutions, agencies and special health programs under the Board must be aligned to the Board's overall Strategic Plan. Ms. Bent then reminds Board members the Plans current framework, approved last year, includes three main Goals with the Board's objectives falling under one of these three main goals. She also reminds Board members this is the framework they are currently considering amending.

At this time the Board moved to a discussion on the Strategic Plan, beginning with a discussion around how to define Idaho's Public Education System within the Strategic Plan. Ms. Bent continues the proposed description of the Public Education System takes references out of the State Constitution and Code and identifies the agencies, institutions and special health programs under the Board's oversight and governance. Board member Westerberg then asks if in lieu of the proposed definition, a statement should be added to the Plan extracted directly from the State Constitution and Code to which Board member Critchfield responds perhaps a statement referencing the exact Article(s) of the State Constitution and Idaho Code could be added. Dr. Hill then asks for confirmation the Strategic Plan is a requirement of the Division of Financial Management (DFM) and not a performance plan measuring the effectiveness of the expenditure of funds. Ms. Bent responds the strategic plan requirement is a statutory requirement and DFM is charged with managing the process. She continues the Strategic Plan is tied to the budgeting process as well as identifying the Board to be good stewards of their public funding and responsibility. Dr. Hill then comments a large part of this Plan is bureaucratically useful for DFM and not a strategic plan in the typical sense, adding, as written, the Plan serves the role of satisfying the legislative intent and the need to follow up on that legislative intent. Mr. Westerberg responds with his agreement, however, he comments the Plan is also used by the institutions and agencies governed by the Board to direct their strategic plans and the more efficient the Board's Strategic Plan the better it is for these institutions and agencies while still satisfying the statutory and legislative requirements. Ms. Critchfield then asks if a citation referencing the Board's authority within the Idaho State Constitution and Idaho Code would be beneficial to which Ms. Bent responds this is something that could be referenced when describing Idaho's Public

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Education System rather than calling out each item. Board member Soltman then comments it is his understanding the references were specifically requested to be added to which Ms. Bent responds the request came from the discussion at the August Board meeting. She continues now that the Board has seen what the request would look like the Board must decide if the definition of Idaho's Public Education System should remain as is or be modified. Mr. Westerberg then requests unanimous consent to remove the definition of Idaho's Public Education System, as stated, from the Plan to which there was no objection.

Ms. Bent continues by sharing with Board members the next addition to the Plan was for a new Goal 1: Educational Attainment. She states this addition did not replace the Board's existing goals, but rather moved them down. Ms. Bent then shares the new Goal 1 is in response to the Governor's Higher Education Task Force (Task Force) recommendation to restate the 60% Goal, adding the PPGA committee chose to use the language from the Task Force recommendation as the definition for Goal 1. She continues the objectives under Goal 1 are tied to the Complete College America (CCA) Game Changers adopted by the Board and included in the Complete College Idaho (CCI) Plan. Dr. Clark adds adoption of the CCA Game Changers was a recommendation of the Task Force as well. Ms. Bent adds part of the discussion in the PPGA committee was to raise the CCA Game Changers to a higher degree to where they would be more visible than they are currently within the CCI Plan.

Mr. Westerberg then comments the performance measures tend to focus on tactics and practical issues and not strategic issues, and while these may be useful, they make the Plan less useful as a strategic plan. He continues one option would be to add a citation stating "the Board supports the CCA Game Changers and will measure them" rather than call out the individual measures of the plan. Ms. Critchfield responds the purpose of the discussion today is to review the Plan and make changes, if needed. Mr. Westerberg responds he would like to see the Board work backwards, beginning with determining a Goal's objective and then determining the number of performance measures needed to meet the objective. Dr. Clark then states the Plan, as currently drafted, was an attempt by the Board to be specific in how the Board would measure the CCA Game Changers. She continues if there is a way to be more succinct while still capturing the intent to measure the CCA Game Changers then the Board should do this. Ms. Atchley then comments the Plan, as currently drafted, appears to be more of a "dashboard" than an operable strategic document adding the Board may want to consider revising the Plan to include two or three overriding ideas of what the Board would like to do and how they want to accomplish these goals. She then comments the Plan, as currently drafted, covers a lot of material the Board should and needs to review regularly, but is not necessarily key to a good strategic plan and the current document is what is required of the Board to satisfy DFM.

Mr. Scoggin then asks the purpose for creating a strategic plan and if the purpose is to guide the Board on a multi-year direction or to respond to a legislative mandate for a certain type of report meeting their requirements. To this Ms. Bent responds the challenge for the Board is how to develop a strategic plan meeting the bureaucratic requirements while still being a meaningful document for the Board to meet its goals. She continues

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there are no requirements on the number of goals, objectives or performance measures adding these are at the discretion of the Board.

Dr. Hill then comments the document does include a strategic plan if the performance measures were to be removed to which Mr. Westerberg responds with the need to include some performance measures and a meaningful way to determine if the objectives are being met. Dr. Clark then comments a more succinct plan would reduce the burden on the institutions.

Mr. Scoggin then asks who the Plan's audience should be, state government or every parent and student in the state. To this Ms. Critchfield responds the Strategic Plan is for the Board and is intended to be an easily referenced document meant to guide Board members and aid in the decision making process. In response Mr. Scoggin states the Plan must be a clear and easily understood document with four to five strategic goals that drive the decisions of the Board and that the Board can organize around. He continues this may even require the Board to change the current committee structure to align with the established goals.

Board member Critchfield then asks if Board members are satisfied with the four Goals as stated; Goal 1: Educational Attainment, Goal 2: Well Educated Citizenry, Goal 3: Workforce Readiness and Goal 4: Educational System Alignment. There were no objections from the Board. Mr. Howell then shares with Board members Goal 1: Educational Attainment is tied to system wide measures and what institutions would be reporting on back to the Board and would include within their strategic plans. Ms. Bent then suggests the five (5) objectives listed under Goal 1 could be condensed into a single objective "*Timely Degree Completion through the Implementation of the Game Changers*" that would include one or two performance measures the Board could use each year to measure progress. She states this is a living document and the performance measures could be updated and added to as needed. Ms. Bent adds this is an opportunity for the Board to prioritize the CCA Game Changers, beginning with one to two the first year and adding more in subsequent years. She then states it has been the experience of the Board items that are called out and reported on are the items and initiatives that are implemented, versus just a simple statement of adoption or acceptance.

Mr. Scoggin then comments if the intent of the Board is to develop a true strategic plan then it must be a plan referenced each and every time and the Board is now discussing incorporating addendums to the plan. He then asks if this Board intends to be a more focused Board or more of a high level Board adding the current format is less strategy and more managerial and does this Board want to be a strategic Board that provides support and direction to agencies under them or more of a managerial Board. Finally, he shares his preference is for a more strategic Board but notes this changes the model of how the Board has been managed over the past many years.

Ms. Critchfield then comments the discussion today would indicate the Board is looking to develop a plan different than the current model. She then suggests the PPGA Committee could develop a second model that is more in sync with the comments received today and bring both versions back to Board at the February meeting for review

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and final discussion. Board member Scoggin then comments the information provided in the existing plan is extremely useful and the work before the Board is to determine how to make the plan a living, breathing document moving forward and how to make the plan work strategically. Dr. Hill then comments this could be achieved through linking the Plan's goals to the Board's Vision statement for an accessible, affordable, seamless public education system to which Dr. Clark asks if this captures the Board's Plan. She continues the Game Changers focus is on completion and the Board has spent a lot of time on completion and the three stated goals of the Board's Vision Statement to do necessarily capture completion. Ms. Atchley states "efficiency" would capture completion – timely completion, cost of completion, etc. Board member Scoggin then comments the goals ought to be achievement oriented and blended with the Vision Statement that will then drive the building blocks of the strategy.

Dr. Clark then comments one of the major recommendations of the Task Force was to rewrite the 60% Goal to include a target date of 2025. She then asks if the Board is in agreement with this new target. All Board members were in agreement.

Ms. Bent then reminds Board members of the statutory requirements for the Strategic Plan to include a mission and vision statement, goals, objectives tied to those goals and performance measures and benchmarks tied to the objectives. She then asks if it is the intent of the Board to develop two plans, one that meets the governmental requirements and a second, more condensed plan the Board can use to direct Board action and communicate the Board's goals. She continues these two plans would then be brought to the Board at the regularly scheduled Board meeting in February for final approval. Dr. Clark responds it is the intent of the Board to develop a strategic plan meeting the statutory requirement that could then be boiled down to an executive summary listing the Board's achievement oriented objectives. She continues the Plan would include three to four goals with one to two achievement oriented objectives. She then states this would require the Board to restate the Mission and Vision Statements to an active tense.

Mr. Scoggin then comments the discussion today is a new way of thinking about how this Board operates, of which the Strategic Plan is one element to which Ms. Bent responds conversations around the Strategic Plan often focus on performance measures because these are easier to focus on and understand. She continues the Board has historically struggled with how to keep the Strategic Plan focused while identifying and meeting a number of diverse interests.

Ms. Scoggin then asks if it were possible for the revisions to be shared with Board members in early January for review and comment to be submitted to the PPGA Committee prior to the February Board meeting to which the Board's Executive Director, Mr. Matt Freeman, responds if the Board were to work within the committee process to meet and provide input from each committee then this would maintain the integrity of the process. Ms. Bent adds feedback from each committee must be submitted to Board staff for compilation and review to remain within the requirements of open meeting laws and avoid a serial meeting where decisions could be made outside of an open meeting.

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At this time the Work Session continued with a discussion on Postsecondary System-wide Performance Measures. Ms. Bent introduces the item, sharing with Board members one of the items for discussion around the Board's Strategic Plan centered on system-wide performance measures. She continues by stating her reluctance to continue the discussion at the regularly scheduled Board meeting in February because the Board's action in this area will impact institutions strategic plans, adding any action in February will not allow enough time for institutions to develop and align their plans with the Board's final action.

Ms. Bent continues the proposed new system-wide performance measures are focused on the Complete College America (CCA) Game Changers, however, the direction from the Board at the regularly scheduled Board meeting in June was to look at using fewer measures. Ms. Bent then states that given the overall conversation today, she would not expect the Board to wordsmith the measures but to more broadly discuss if this is the direction they wish to go. She then asks the Board to determine which of the measures are the most important for the institutions to call out in their plans.

Ms. Critchfield then asks if the institutions were provided an opportunity to weigh in on the performance measures and what their final suggestions are to which Ms. Bent responds the Council on Academic Affairs and Programs (CAAP) provided a recommendation identifying one performance measure under each goal out of the existing strategic plan as the four system-wide measures. Mr. Howell adds the Institutional Research (IR) Directors also met to discuss how the institutions could collect and report on the performance measures requested under Goal 1 of the Board's Strategic Plan. Ms. Critchfield then asked how the recommendations for the IR Directors compared with those from CAAP to which Ms. Bent responded very differently sharing CAAP provided feedback based upon the existing Strategic Plan where the IR Directors reviewed the performance measures under Goal 1 of the Board's revised Plan. Ms. Bent then shares the Board chose to create system-wide measures to as a way to monitor how institutions were aligning to the Board's Strategic Plan. Dr. Clark then comments if these elements are making a difference then this is what the Board should be focusing on. Ms. Atchley comments the performance measures are not set in stone and if one is not as relevant as expected than it can be changed.

At this time Board member Critchfield requested unanimous consent to accept the system-wide performance measures listed on Tab A Page 21 of the Board materials. There were no objections from the Board.

At this time Mr. Howell continued with an annual update to the Board on the postsecondary outcomes of students participating in Idaho's dual credit program. He begins by sharing with Board members the largest growth is seen with students taking less than 10 dual credits, however, there is growth in the number of students earning more than 30 credits up to an Associate Degree. Mr. Howell continues the number of students graduating high school with an Associate Degree has increased from (34) in 2012-2013 to (126) in 2016-2017 and there has been an increase in students taking dual credit courses across all groups, however, a significant gap remains between those students who are free lunch eligible and those who are not, white students and minority

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students and male students and female students. Mr. Howell then states the data shows students who plan to go to college are taking advantage of the program early on and, that since the state has been paying for students to take dual credits there has been a dramatic increase in students participating overall, especially those who would have been less included to participate in they were to pay for dual credit out of pocket.

Mr. Howell continues students who earn dual credits are more likely to attend college in the fall following high school graduation compared to students who do not earn dual credits and the more dual credits a student earns in high school, the more likely they are to attend college. Mr. Howell then shares that from 2010-2011 college attendance rates have fallen for students who earn dual credits, however, this is likely related to the expansion of the dual credit program.

Ms. Critchfield then asks how much of this reporting is shared with Legislators to which Mr. Howell responds this report is shared with Legislators annually. Dr. Hill then stats of the three or four messages to share with legislators, this should be at the top of the report. Mr. Soltman then asks the amount paid by the State in 2017 for students to take dual credits to which Chief Deputy Superintendent for the Idaho State Department of Education, Mr. Pete Koehler responds \$13,000,000 of which \$7,000,000 was budgeted.

Finally, Mr. Howell shares with Board members the first year college retention rates of students earning dual credits in high school has been fairly stable over the years and that students with more dual credits are more likely to be retained in their first year of college.

At this time, Ms. Bent shares with Board members an update on the Board's Scholarship Programs. She begins by stating that under the reorganization of the Opportunity Scholarship, the Board's research team now has enough data to identify causation and has found the Opportunity Scholarship is impacting students in their choices to continue to a postsecondary education. Ms. Bent continues Board staff and Indian Education Committee (IEC) have been in discussions on how to expand the number of students applying for scholarship, specifically minority students. She continues the low number of minority students receiving the Opportunity Scholarship is due in part to the low number of minority students applying for the scholarship, however, when looking at the percentage of students receiving the scholarship, the state's American Indian students are receiving the scholarship at a higher rate than the state's non-minority students. Dr. Clark adds the data shared with the IEC was very useful and has allowed the tribes to focus on getting students to finish the Free Application for Federal Student Aid (FAFSA), noting this has been the largest barrier for students from this population to complete the application process.

At this time Board member Hill comments on the data in the report that indicates being offered the Idaho Opportunity Scholarship increases the immediate college attendance rate for eligible students by nine (9) percentage points. He then comments on the lack of increase in the the Go On Rate and states this is statistically significant and should be researched further to determine how the Board can address the Go On Rate and how students are paying for college. Mr. Howell responds the data is only looking at students receiving the Opportunity Scholarship and not the entire population to which Dr. Hill

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responds the data presented today could indicate that affordability is a student's top concern and if so then perhaps the Board should consider promoting something similar to Tennessee's Promise program offering free community college. Mr. Howell then responds the data presented is only for those eligible students with a 3.0 grade point average (GPA) or higher and speaks to some of the issues with the Opportunity Scholarship. He continues with the influx of money received there was one year where the Board was able to provide new awards to more students who applied, however, since renewal awards receive priority, most of the available funds in the following years have gone to existing recipients and not new recipients. Mr. Howell then states the availability of awards is dependent on the year a student applies, adding there could be a lot of money available or very little. Board member Soltman then comments another unintended consequence of this is a student taking a course not related to their major just to the maintain scholarship.

Ms. Bent then shares with Board members there will be a proposal before the Board in the spring to lower the GPA requirement for the Opportunity scholarship, however, if the Board's request for additional funding for the Opportunity Scholarship is approved it is possible for this to create the issue of more students being added to the waiting list. Dr. Clark then asks the median GPA of the recipients to which Ms. Bent responds 3.7. Dr. Clark then asks how many students on the waiting list had a GPA of 3.0 to which Ms. Bent responded a little over 1,000 students. Dr. Clark then asks if the Board should be requesting more money for the Opportunity Scholarship at the same time the Board is considering reducing the GPA requirement to which Ms. Bent responds the request for additional funds would be for the current year and the decision to lower the GPA requirement would be after notification of the Board receiving the additional funding, or not. Dr. Clark then asks if the additional money could meet the 1,000 students currently on the waiting list plus how many more to which Mr. Howell responds if the Board were to receive the entire \$5,000,000 requested and keep the maximum award amount at \$3,500, then that would allow the Board to give a full award of the Opportunity Scholarship to an additional 1,428 students. Dr. Clark then confirms the Opportunity Scholarship is a last dollar award scholarship and asks the average award for the scholarship to which Mr. Howell responds \$3,300.

At this time the Board took 20 minute break, returning at 3:00.

STATE DEPARTMENT OF EDUCATION (SDE)

1. Developments in K-12 Education

This item was provided in the agenda materials as an information item.

State Superintendent of Public Instruction, Sherri Ybarra introduced the item sharing with Board members developments in K-12 education include an update from the Idaho State Department of Education (ISDE) Director of Federal Programs Ms. Karen Seay on the new State Technical Assistance Team (STAT) Phase I Schools pilot. She continues schools identified as in need of improvement are now referred to as Comprehensive Support Schools in the state's new ESSA Plan and the STAT Team was developed to provide support and assistance to these schools. Superintendent Ybarra then states the

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process begins with a needs assessment and includes a focus on leadership adding meaningful change requires schools and staff working together. Finally, Superintendent Ybarra shares the program is currently in the pilot phase with participating schools sharing feedback through Phase I.

At this time ISDE Director of Federal Programs, Ms. Karen Seay, continued with the STAT Team update. Ms. Seay states Comprehensive Support Schools identified for 2018-2019 school year include the lowest performing elementary schools and high schools with less than a 67% graduation rate. She continues the ISDE has invited leadership teams from seven schools previously identified as Priority or Focus Schools representing six districts to participate in a one year STAT Team pilot adding results from the Phase I schools will help to inform practices for the next year. Board member Soltman then asked if the STAT 2017-2018 participating schools participated voluntarily to which Ms. Seay responded in the affirmative. Board member Critchfield then asked how the ISDE will determine if the efforts of the STAT Team have been successful to which Ms. Seay responded ISDE has developed a logic model to which outcomes are being measured along the way and again at the end of the first year. Superintendent Ybarra then expressed her thanks and appreciation for the work of the STAT Team developing and implementing the project.

At this time Superintendent Ybarra requested ISDE Director of Assessment and Accountability, Ms. Karlynn Laraway, present an update to Board members on the new Idaho Reading Indicator (IRI) Pilot. Mr. Laraway shares with Board members the information provided today is a comparison of students taking both the Fall Legacy IRI and Fall Istation Early Reading Assessment (ISIP). She continues by reminding Board members the ISIP is a computer adaptive assessment with multiple subtests making up a student's overall skill level versus the IRI which is a paper and pencil assessment.

Mr. Laraway then shares with Board members a side-by-side comparison of the overall scores for students taking both the IRI and ISIP during the September administration of the Fall 2017 assessment. She states that overall the results showed an increase in the number of Kindergarten, First and Third Grade students scoring "intensive" or needing intervention. Board President Dr. Linda Clark then asks if this reduction in achievement is due in part to the fact the ISIP contains more subtests than the IRI to which Ms. Laraway responded in the affirmative and that presentation of the material being tested may be a factor, adding students taking the ISIP are presented with five to six letters and told to select the correct answer versus the IRI where a student writes the letter on paper.

Ms. Laraway then shares with members of the Board feedback from the pilot districts has been positive stating educators from these districts felt the ISIP was a better reflection of their students current abilities and has the ability to answer two important questions; are my students at risk for failing in reading and what is the degree and intensity of instructional support my students need to be successful readers. Board member Scoggin then asks if other states are seeing the same results to which Ms. Laraway responds the IRI is unique to Idaho, however, student performance mirrors what is being seen in other states implementing an early reading assessment.

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At this time Superintendent Ybarra requested ISDE Chief Deputy Superintendent, Mr. Pete Koehler, present an update to Board members on the Microsoft Imagine Academy and Adobe Create Idaho. Mr. Koehler shares with Board members the Microsoft Imagine Academy is now in its third year and includes 139 participating schools. He continues participation in this program is growing at a faster pace than it has historically, from 3,000 certifications issues in the first year (2015-2016) to a projected 8,000 certifications in the current 2017-2018 school year. Mr. Koehler continues with an update on the Create Idaho Adobe Pilot sharing the pilot includes 65 participating schools and is the first and only statewide Adobe implementation program in the United States. He continues both programs produce a valid certification for a student graduating from high school that can be taken directly into the workforce or forward to a 2-year or 4-year institution, adding this is a valid measurement of College and Career Readiness and is the direction the state should be moving.

Board member Clark then asks if any of the participating schools are middle schools to which Mr. Koehler responds a majority are high schools, however it is the intent of the ISDE to advance the program to middle schools. Board member Soltman then asks where this program fits in to the school day schedule to which Mr. Koehler responds as an instructional class or as an after school opportunity. Board member Clark adds the Maker Program is another option. Mr. Koehler then states the programs are also offered through the local public libraries as well. At this time Board member Hill asks for more information on the students participating in the program, asking if these are students who continue on to college after high school or what the data shows. Mr. Koehler responds this data is not currently available, however, ISDE is currently collecting the information and expects to have the data available by fall of next year. Board member Critchfield then shares two high schools in the Cassia County School District have implemented these programs and the feedback she has received has been excellent. The Board's Executive Director, Mr. Matt Freeman, then asks what students are specifically certified in when they complete the Create Idaho Adobe program to which Mr. Koehler and Board member Critchfield respond the entire suite of Adobe business products.

At this time Superintendent Ybarra continued with an update on the number of Alternative Authorizations issued by ISDE for the 2017-2018 school year. She begins by stating a recurring theme throughout the state is the shallow pool of applicants, especially in rural districts and that she will be sharing with legislators in January the report prepared by Education Northwest on the teacher shortage in Idaho. Superintendent Ybarra then requested ISDE Director of Certification and Professional Standards, Ms. Lisa Colon Durham, present a summary to the Board of the number of Alternative Authorizations issued for the current school year.

Ms. Colon Durham shares with Board members a side-by-side comparison of the number of alternative authorization applications for the 2016-2017 school year compared to the number for the 2017-2018 school year and that in November of 2016 the ISDE had issued a total of 444 alternative authorizations compared to 648 in November 2017. Ms. Colon Durham then states each alternative authorization received is an individual application, noting districts put forth a lot of work assembling the applications which the Professional Standards Commission then reviews individually. Finally, Ms. Colon Durham states the

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need is being met, however, the state is experiencing a significant increase in alternative authorizations being issued.

At this time Superintendent Ybarra requested ISDE Director of Assessment and Accountability, Ms. Karlynn Laraway, present an update to Board members on the statewide Report Card. Ms. Laraway shares with Board members the report card requirements under the Every Student Succeeds Act (ESSA) increase the visibility and transparency of information about the state accountability system. She continues the ISDE, in collaboration with Board staff, is in the process of engaging parents and stakeholders on the design of the new report card and it is expected the RFP will be ready for release in Spring 2018 for a December 1, 2018 completion date as required by ESSA.

Finally, Superintendent Ybarra requested ISDE Chief Policy Advisor, Mr. Duncan Robb, share with Board members an update on the ISDE's 2018 Legislative agenda. Mr. Robb begins by stating ISDE continues working to establish Rural Education Support Networks designed to provide assistance to rural school districts wishing to coordinate efforts to share educational resources. Mr. Robb then shares the next legislative item relates to Mastery Education and would allow ISDE to scale the program by removing the existing cap to allow other districts and schools to participate. The third item on the ISDE's Legislative agenda is related to Advanced Opportunity to simplify paperwork and reporting requirements to ISDE. Mr. Robb continues ISDE intends to put forth proposals to amend the policy related to Safe and Drug Free Schools that would allow schools to use tobacco tax revenues to improve school climate and safety and to include the Idaho School for the Deaf and Blind as a beneficiary of tobacco tax revenues. Finally Mr. Robb shares ISDE intends to work on legislative designed to incentivize Idaho's teachers to teach in rural and hard-to-fill positions.

2. Mastery Based Education Update

This item was provided in the agenda materials as an information item.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item sharing with members of the Board a conversation she had with Governor Jeb Bush while attending the 2017 National Summit on Education Reform where he was very complimentary of Idaho's work on Mastery Based Education. She continues by stating she received similar feedback from other conference participants who were very complimentary of Idaho's efforts related to Mastery Based Education, Advanced Opportunities and statewide funding of the SAT exam. Superintendent Ybarra then invited the Idaho State Department of Education (ISDE) Chief Policy Advisor, Mr. Duncan Robb, to provide an update on ISDE's Mastery Based Education efforts.

Mr. Robb begins by sharing with Board members the successes of Venture Alternative High School's Mastery Based program. He continues Venture Alternative High School is part of the Coeur d'Alene School District and began implementation of their Mastery Based Education program this year and has already seen promising results. Scores in student English Language Arts (ELA) Performance have gone from 72.4% scoring below basic in 2015 to 39.5% in 2017. Math scores have improved from 82.8% scoring below basic in 2015 to 64.9% in 2017 and average combined scores for the Scholastic

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Assessment Test (SAT) have increased from 734 in 2016 to 847 in 2017. Mr. Robb concludes his presentation by sharing with Board members a breakdown of how state funds allocated for Mastery Based Education have been used by school districts, sharing the largest expense has been to cover the cost of salaries and benefits.

At this time, Dr. Clark requested an update from Superintendent Ybarra on the details of the phone conference with the U.S. Department of Education to review Idaho's Every Student Succeeds Act (ESSA) Plan scheduled for December 28, 2017. She continues the main concerns is the plan's lack of an A-F Grading System. She continues states who also elected to not include this grading system in their plan and opted for a more personalized learning approach have had their plan approved seamlessly. Dr. Clark then reminds Board members that as the State Education Agency (SEA) the Board owns and is responsible for Idaho's ESSA plan and is eager to hear from the U.S. Department of Education on any changes that are required.

There were no additional questions or comments from the Board.

3. Annexation/Excision Request – Coeur d'Alene School District (#271)/Lakeland School District (#272)

BOARD ACTION

M/S (Ybarra/Soltman): To accept the recommendation of the hearing officer and to deny the petition for excision and annexation of property from Lakeland School District 272 to Coeur d'Alene School District 271. The motion carried 8-0.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item sharing with Board members approval of the petition by the Board would allow for the proposal to be submitted to the school district electors residing in the area described for annexation/excision in the petition. She continues the hearing officer findings indicate the excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limits prescribed by law; however, there are no findings that the excision and annexation is in the best interest of the children residing in the area described in the petition.

There were no questions or comments from the Board.

4. Annexation/Excision Request – Coeur d'Alene School District (#271)/Post Falls School District (#273)

BOARD ACTION

M/S (Ybarra/Atchley): To accept the recommendation of the hearing officer and to reject the petition for excision and annexation of property from Post Falls School District 273 to Coeur d'Alene School District 271. The motion carried 8-0.

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State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item sharing with Board members approval of the petition by the Board would allow for the proposal to be submitted to the school district electors residing in the area described for annexation/excision in the petition. She continues the hearing officer findings indicate the excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limits prescribed by law; however, there are no findings that the excision and annexation is in the best interest of the children residing in the area described in the petition.

There were no questions or comments from the Board.

5. Annexation/Excision Request – Sugar-Salem School District (#322)/Fremont School District (#215)

BOARD ACTION

M/S (Ybarra/Critchfield): To accept the recommendation of the hearing officer and to approve the petition for excision and annexation of property from Fremont School District No. 215 to Sugar-Salem School District No. 322 based on the findings that the annexation and excision is in the best interest of the children in the area in question and the excision of the property from Fremont School District No. 215 will not leave the district with a bonded debt in excess of the limits prescribed by law. The motion carried 8-0.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item sharing with Board members approval of the petition by the Board would allow for the proposal to be submitted to the school district electors residing in the area described for annexation/excision in the petition. She continues the hearing officer findings indicate the excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limits prescribed by law and the excision and annexation is in the best interest of the children residing in the area described in the petition. Superintendent Ybarra then relayed a question asked of her as to when the election would be held, to which the Board's Chief Planning & Policy Officer, Ms. Tracie Bent responded the next county election which would most likely be in May as most county elections are in November and May.

6. Professional Standards Commission – Annual Report

BOARD ACTION

M/S (Ybarra/Atchley): To accept the Professional Standards Commission 2016-2017 Annual Report as submitted in Attachment 2. The motion carried 8-0.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item reminding Board members the Professional Standards Commission (PSC) publishes an annual report following the conclusion of each fiscal year to report the activities of the PSC to the Board. She then invites the Idaho State Department of Education (ISDE)

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Director of Certification and Professional Standards, Ms. Lisa Colon Durham, to provide the PSC annual report to the Board.

Ms. Colon Durham begins her presentation by sharing with Board members the PSC consists of 18 constituency members who are nominated by their respective stakeholders and then appointed by the Board for a term of three years. She continues the PSC has five (5) standing committees; Authorization Committee, Budget Committee, Executive Committee, Professional Development Committee, and Standards Committee, and the overview today will focus on updates from the Authorizations Committee, Executive Committee and Standards Committee.

From the Authorization Committee, Ms. Colon Durham reports there were 19,117 total certificated educators employed statewide during the 2016-2017 school year and the number of educators working with an alternative authorization was 4.78%. She continues this total has been increasing steadily since the 2014-2015 school year.

Ms. Colon Durham continues with an update from the PSC Executive Committee which reports that of the 30,000 total certified educators during the 2016-2017 school year the PSC received 67 written complaints of alleged educator ethical misconduct, out of which 32 cases were opened. She then states that during the same year, 49 cases were closed; 28 of which probable cause was found with disciplinary action taken and 21 where no probable cause was found. Ms. Colon Durham continues that during the same year, PSC staff conducted one (1) certification denial hearing and nine (9) educator ethical misconduct hearings. Finally, Ms. Colon Durham highlights for the Board the decline in the number of Application Discrepancy Violations from 2015-2017 school year with 16 violations to the 2016-2017 school year with 2. Ms. Colon Durham contributes this decline to the requirement by the ISDE Certification Department at the end of 2015 that an individual submit transcripts for all renewals, regardless of auditing.

Ms. Colon Durham concludes her presentation with an update from the PSC Standards Committee. She continues the Standards Committee reviews 20% of the educator preparation standards and endorsements each year and that the following were reviewed during 2016-2017 and will be brought forward for Legislative approval in 2018; Idaho Core Teacher Standards, Administrator, Audiology, Bilingual and English as a New Language, Career Technical Education, Speech-Language Pathologist, and World Languages. Ms. Colon Durham then updates the Board on the educator preparation program reviews completed during 2016-2017 stating Boise State University completed a full review and both the University of Idaho and Lewis-Clark State College completed focused reviews. Finally, Ms. Colon Durham shares the following new programs for certification were reviewed and approved by the State Board of Education in 2016-2017; Boise State University – Health, Lewis-Clark State College – Communication and Psychology, and University of Idaho – Literacy, Family and Consumer Sciences.

At this time Dr. Clark asks if the PSC intends to obtain discrete numbers for each type of alternative authorization issued to which Ms. Colon Durham responds in the affirmative. Board member Soltman then asked where the opposition for alternative routes to

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certification comes from to which Ms. Colon Durham responds concern for alternative routes has been primarily due to the PSC having not conducted an educator preparation review of non-traditional programs. She continues the PSC has scheduled for review the American Board for Certification of Teacher Excellence (ABCTE) and Teach For America (TFA) programs and that once the reviews are complete the results should assist in alleviating some of the concern. Board member Atchley then asks if the creation of a hostile work force climate is considered to be inappropriate conduct and if the PSC ever addresses this issue, to which Ms. Colon Durham responds this would most likely fall under a Code of Ethics Violation.

There were no additional questions or comments from the Board.

7. Professional Standards Commission – Emergency Provisional Certificates

BOARD ACTION

M/S (Ybarra/Soltman): To approve one-year emergency provisional certificates for Laura Plomer, Grace Campos, Kimberly Koepnick, Susan Oakes, Frances Stapp, Kristi Dorris, Eleanor Shinham, Dean Cox, Jeremy Campbell, Ronald Miller, Tammie Smith, Greshen Clegg, Rodney Worthington, James Broyles, Lary Lawson, Chelcy Rodriguez and Amber Cable to teach the content area and grade ranges at the specified school districts as provided herein. The motion carried 8-0.

There were no questions or comments from the Board.

At this time Board members moved to go in to Executive Session.

EXECUTIVE SESSION (Closed to the Public)

M/S (Critchfield/Scoggin): To meet in executive session pursuant to Section 74-2016(1)(c), Idaho Code, “To acquire an interest in real property which is not owned by a public agency.” A roll call vote was taken and the motion carried 8-0.

AND

M/S (Critchfield/Scoggin): To meet in executive session pursuant to Section 74-206(1)(b), Idaho Code, “To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.” A roll call vote was taken and the motion carried 8-0.

Board members entered in to Executive Session at 4:15 pm (MST).

M/S (Soltman/Scoggin): To go out of Executive Session. The motion carried 8-0.

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Board members exited Executive Session at 7:33pm (MST) and recessed for the evening.

Thursday, December 21, 2017 8:00 a.m. (MST), College of Southern Idaho, Herrett Center, Twin Falls, Idaho.

Board President Dr. Linda Clark called the meeting to order at 8:00am (MST) for regularly scheduled business. There was one (1) participant for Open Forum.

OPEN FORUM

Ms. Rachel Swenson, Middle School Dance Specialist at Idaho Fine Arts Academy and President of Idaho Dance Education Organization, addressed the Board to encourage members to include an Endorsement in Dance as an option for Educators in the State of Idaho. Ms. Swenson states dance is one of the four major art forms recognized globally, nationally and statewide, however, is the only major art form in Idaho without a teacher certification. She continues the current licensing requirements make it so dance as an art form is taught by non-experts or not taught at all and that to be literate in the arts students must receive specific knowledge and skills.

There were no questions or comments from the Board.

CONSENT AGENDA

BOARD ACTION

M/S (Critchfield/Soltman): To approve the consent agenda as presented. The motion carried 8-0.

Business Affairs & Human Resources (BAHR) – Section II Finance

1. Boise State University – Elsevier Library Subscription License Agreement

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to authorize Boise State University to enter into a five-year license agreement, for an amount not to exceed \$2,531,256,59, with Elsevier as outlined herein. The motion carried 8-0.

2. University of Idaho – Easement Agreement – University of Idaho's Center for Organic Studies near Sandpoint, Idaho

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to approve the request by the University of Idaho for authority to grant an easement of Northern Lights, Incorporated, in substantial conformance to the form submitted to the Board in

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Attachment 1, and to authorize the University's Vice President for Infrastructure to execute the easement and any related transactional documents. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA)

3. Programs and Changes Approved by Executive Director – Quarterly Report
This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA)

4. Idaho State University – Special Education Director Endorsement Program Review

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to accept the Professional Standards Commission recommendation and to approve the Idaho State University Special Education Director endorsement program for conditional approval contingent on a Focused Visit in 2018. The motion carried 8-0.

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5. University of Idaho – Facilities Naming – Rock Creek Ranch

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to approve the request by the University of Idaho to include the Rinker family name in the University's interest in the Rock Creek Ranch, including in the name of the facility itself should the University acquire title pursuant to Board approval. The motion carried 8-0.

6. Idaho Indian Education Committee Appointments

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to appoint Mr. Gary Aitken, as the Kootenai Tribe tribal chair representative, effective immediately and expiring June 30, 2022. The motion carried 8-0.

7. President Approved Alcohol Permits Report
This item was provided in the agenda materials as an information item.

State Department of Education (SDE)

8. Lewis-Clark State College – State Team Focused Visit Report

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to approve the recommendation of the Professional Standards Commission to accept the State Team Focused Visit Report for Lewis-Clark State College as submitted. The motion carried 8-0.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. College of Southern Idaho Annual Progress Report
This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield, introduced the item thanking College of Southern Idaho (CSI) President Dr. Jeff Fox for his hospitality hosting Board members and staff at this meeting. She then invited President Fox to present his annual update to the Board.

Dr. Fox begins by welcoming members of the Board to the College of Southern Idaho campus and extends his thanks and appreciation to CSI staff for their work and efforts coordinating the Board meeting. Dr. Fox proceeds by sharing a brief video highlighting CSI's efforts attracting adult learners to return to their education at CSI. He continues his update by sharing with Board members CSI continues to build upon its commitment to the local community and now offers more than 60 community education courses in partnership with Head Start, Office on Aging, Trans IV Bus service, CSI Refugee Center,

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Boys & Girls Club and the Idaho STAR program. Dr. Fox then shares the many success of CSI's Athletic Programs, work cultivating economic partnerships across the local community and efforts supporting development of the local workforce.

Dr. Fox continues with an update on the CSI Bridge Program. He states the program was launched in 2016 to target those students not planning to attend college after high school and that during the first year a total of 28 students participated in the program, 85% enrolled at CSI for the fall semester, 83% are still enrolled one year later and the fall-to-fall retention rate for this student group is 28% higher than the rest of the student population. Dr. Fox then reports the same success for the 2017 program, stating a total of 41 students participated and 94% enrolled at CSI for the fall semester. He continues the Bridge Program has been a huge success getting students who were not even considering college to go on.

Dr. Fox then shares with members of the Board an update on CSI's Annual Enrollment and Dual Credit Enrollment. He states CSI has experienced a drop in enrollment of Career Technical Education students due largely in part to the low unemployment rates in the Magic Valley. He continues the enrollment of academic students has also dropped due to the same reason, however, dual credit enrollment has increased dramatically over the same period stating the number of students enrolling in dual credit has increased from 2,245 during the 2012-2013 school year to 3,942 during the 2015-2016 school year to 5,353 during the 2016-2017 school year. Dr. Fox then shares the fall-to-fall retention rate has increased from 53% in 2012 to 60% in 2015 and that graduation rates have increased from 18% in 2010 to 21% in 2013.

Finally, Dr. Fox provides an update on the CSI Foundation sharing CSI has maintained a strong relationship with the foundation which is one of the top community college foundations in the nation and has awarded more than \$2,000,000 in scholarship funds for CSI students.

There were no questions or comments from the Board.

2. Idaho Division of Vocational Rehabilitation Annual Report

This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield, introduced the item reminding Board members of the requirement for the Idaho Division of Vocational Rehabilitation (IDVR) to provide an annual update to the Board. Ms. Critchfield then invited IDVR Administrator, Ms. Jane Donnellan, to present the annual report. Ms. Donnellan begins by sharing with Board members IDVR has three distinct programs of the agency; Vocational Rehabilitation, Extended Employment Services, and the Council for the Deaf and Hard of Hearing and that a majority of the presentation today will focus on the Vocational Rehabilitation program. Ms. Donnellan then shares the Vocational Rehabilitation program is a state and federally funded program with a 21.3% match requirement whose mission is to prepare individuals with disabilities for employment and community enrichment. She continues IDVR has 73 counselors in 8 regions located throughout Idaho.

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Ms. Donnellan then shares with Board members that in FY2017 there were a total of 1,835 successful outcomes, a 444% increase in customer wages after receiving IDVR services, and that 82% of IDVR customers who achieved or maintained employment reported their wages as their primary means of support. She continues the average hourly rate for IDVR customers in FY2017 was \$12.84; which equates to 63.7% more than the average Idaho wage and that for every dollar the state invests, over \$9.00 will be paid back to the State.

Ms. Donnellan continues with an update on IDVR's efforts to grow their business outreach and engagement plans which include hiring a business liaison, enhanced external website, and development of business outreach materials for use throughout the state. Finally, Ms. Donnellan shares with members of the Board IDVR's line item budget request for FY2019 include one (1) full time employee (FTE) to manage a Cost Reimbursement and Ticket to Work program and \$82,600 in State General Funds for the purpose of supporting one additional FTE for the Council for the Deaf and Hard of Hearing.

There were no questions or comments from the Board.

3. Workforce Development Council Transition Update, National Governors Association Work-Based Learning Policy Academy
This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield, introduced the item reminding Board members they received an update from the Workforce Development Council (WDC) as part of the materials from the October Board meeting, however, due to a scheduling conflict WDC Chair, Mr. Trent Clark was not able to present the update to the Board at that time. Board member Critchfield then invited Mr. Trent Clark and WDC Executive Director, Ms. Wendi Secrist, to present their update to the Board.

Mr. Clark begins by sharing with Board members Executive Order 2017-12 shifted the Workforce Development Council from an advisory council to the Department of Labor to the Executive Office of the Governor. He continues the Workforce Development Council is now an industry lead organization comprised of appointed council members and that along with the recommendations of the Workforce Development Council Task Force (WDCTF) the Governor will be putting forward for Legislative approval fundamental changes to the statute governing the WDC. Mr. Clark specifically cites three areas that would be the focus of change: to increase public awareness of and access to career education and training opportunities, improve the effectiveness, quality and coordination of programs and services designed to maintain a highly skilled workforce, and help providing for the most efficient use of federal, state and local workforce development resources. Finally, Mr. Clark stresses the importance of outreach and a two-way line of sight between jobseekers and employers. He continues one component of this is the training and education of jobseekers and states the WDC will be relying heavily on the Board for development and implementation.

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At this time Dr. Hill shares his satisfaction with the Governor's acceptance of the WDCTF recommendations and continues by emphasizing to Board members these recommendations are not just something to do but are essential.

At this time, WDC Executive Director, Ms. Wendi Secrist, shares with Board members an update on the National Governors Association (NGA) Work-Based Learning Policy Academy. She continues Idaho is one of six states selected by the NGA to participate in a policy academy focused on scaling high-quality work-based learning to help develop strategies to connect youth and young adults with career opportunities in STEM-intensive industries. Finally, she shares through the policy academy, states will share best practices, develop plans to identify and scale high-quality programs and develop policies to support and sustain work-based learning initiatives.

There were no questions or comments from the Board.

4. Boise State University – In-suite/Club Room Alcohol Service – Double R Ranch Club Room in Taco Bell Arena – Men's Basketball, 2017-2018 Season

BOARD ACTION

M/S (Critchfield/Soltman): To approve the request to waive the requirement in Board Policy I.J.2.c. that all requests for alcohol service in conjunction with NCAA athletic events be made at the regularly scheduled June Board meeting for the 2017-2018 basketball season. The motion carried 7-0 with Mr. Westerberg voting nay.

AND

M/S (Critchfield/Soltman): To approve the request for approval of In-suite/Club Room alcohol service in compliance with Board Policy I.J. in the venues identified for the 2017-2018 home basketball competitions. The motion carried 7-0 with Mr. Westerberg voting nay.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item, stating the request before the Board comes from Boise State University (BSU) for approval to provide alcohol service in the Double R Ranch Club Room of Taco Bell Arena as a "Permitted Event". She then reminded members the Board approved changes to Board Policy I.J. at the October 2017 regular Board meeting to allow institutions to bring forward to the Board request to provide alcohol service in specified venues for specific NCAA sporting events, however, the amended policy retained the provision that all requests must come to the Board at the regular June meeting each year. Ms. Critchfield continues that due to the timing of the policy amendments, there was not an opportunity for BSU to bring forward a request for alcohol service for the 2017-2018 Basketball season in compliance with the deadlines specified in the policy and this is why the policy is being brought forth today.

Finally, Ms. Critchfield adds the request by BSU is in compliance with the provisions set forth in Board policy I.J. in that the venue and the sport are specified in the policy,

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however, the request does not comply with the requirements that these requests only be brought forward in June, and that to facilitate this request, the Board is also being asked to waive the requirement in Board policy I.J.2.c. regarding the June requirement and that BSU will still be required to meet all other provisions of this section of policy.

Board member Westerberg then states the Board has waived policy before for compelling issues, however, the request before the Board today is a request for alcohol service for a basketball season that is now half over and he is not sure this qualifies as a compelling issue. Board member Critchfield responds the understanding of the policy in October was that this would be in effect. She continues by stating her agreement with Board member Westerberg, however, in this case there was a misunderstanding of the timing. Board member Hill then comments the item before the Board today is for a technical adjustment rather than an exception to policy.

Board member Scoggin then comments the motion read today differs from that provided in his Board agenda materials to which Board member Critchfield responds in the affirmative. She continues the item was originally brought to the Board by Boise State University for their venue only, however, it was decided to change the motion to include any location identified in policy for basketball for the current season and that the motion is not for an expansion of locations. Board member Westerberg then states he was under the impression the policy provides for annual approval in June for all venues and locations to which Board member Critchfield responds the request in June would be for a continuation of alcohol service at the venues stated in policy. Board member Westerberg responds the policy was changed to allow alcohol service at venues other than football with the option to come to the Board annually for approval of new locations. Board member Critchfield responds it is the understating of the PPGA Committee that institutions with stated venues would have the ability to serve alcohol during the basketball season at those venues this year, however, they have later learned this would have been outside of the June request timeline and that the motion today is to waive the June request timeline for the current season. Board member Westerberg then asked if approval of the motion would waive the requirement for all basketball venues to which Board member Critchfield responded only for those venues stated in policy. The Board's Chief Planning and Policy Officer, Ms. Tracie Bent, shares with Board members the policy identifies the Boise State University Double R Ranch Room at Taco Bell Arena and University of Idaho Lighthouse Center Bud and June Ford Clubroom as the only two locations where alcohol service is allowed at home basketball games.

There were no additional comments or questions from the Board.

5. 2017 Teacher Pipeline Report – Baseline Data and Final Recommendations
This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item, sharing with Board members the report presented today provides baseline data on the supply and demand of instructional staff across Idaho, and

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suggests ways to utilize the information to ensure consistency and efficiency in addressing Idaho's teacher pipeline issues over time. She then invites the Board's Educator Effectiveness Program Manager, Ms. Christina Linder, to present the 2017 Teacher Pipeline Report.

Ms. Linder begins by reminding Board members of the charge given to the Educator Pipeline Committee from the Board to replace antidotal information with fact and to insure consistent data. She then recognized the Board's Principal Research Analyst, Dr. Cathleen McHugh, for her work compiling the report shared with the Board today.

Ms. Linder continues that one of the key findings of the report is that retention, not production, is the main issue. She states that of the approximately 1,800 certificates issued annually, 33% do not serve in an Idaho school. Ms. Linder then shares the state's attrition rate remains steady at 10%, compared to 8% nationally, and that 76% of the state's attrition rate is made up of teachers leaving the teaching workforce prior to reaching retirement age. She continues this equates to 1 out of every 20 classrooms in Idaho being led by an individual who has not been fully certified or met the minimum requirements.

Ms. Linder continues her presentation with an update on the teacher supply in Idaho. She states the most recent data available from the 2014-2015 and 2015-2016 school years shows an average of 845 individuals have been prepared by institutions in Idaho each year, however, the data from the 2016-2017 school year shows that of the total 1,952 instructional certificates issued in Idaho, a total of 1,234 individuals actually taught in Idaho of which 821 were prepared by an Idaho institution. She then states the share of total certificates issued to individuals who are not employed as instructional staff in an Idaho Public School equates to 37%. Finally, she states the need for more information in order to understand where candidates are coming from, what institutions they are being prepared by, and where they are choosing to teach, in state versus out of state, especially in Idaho communities located in or near border communities. Ms. Linder concludes this portion of her presentation with an update on the average number of certificates issued by content area, noting the gains made in the number of certifications for both Special Education and STEM Content areas. She then shares Boise State University (BSU) and Lewis-Clark State College (LCSC) have made significant gains in these areas and she commends both institutions for their efforts.

At this time Ms. Linder continues with an update to Board members on teacher demand in Idaho. She states the definition of "demand" is characterized by the number of teacher retirements plus the number of new teachers needed due to growth in student populations. Ms. Linder then shares, based upon this definition, 360 teachers in Idaho are retiring annually and the Idaho annual average growth rate is 233. Based upon this information, Idaho schools would need 593 new teachers entering the field each year. She continues, if Idaho issues an average of 1,873 instructional certificates each year, with approximately 1,200 accepting teaching jobs, then the annual surplus of teachers should be between 600 and 1,000 every year, however, the data shows Idaho is steadily losing 10% of its teaching population every year which indicates 1,140 teachers are leaving Idaho's classrooms each year for reasons other than retirement. Ms. Linder

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continues by sharing with Board members the largest area of attrition, approximately 15%, is seen with new teachers after only one year of teaching. She continues that of the 2013-2014 new teacher cohort, the state has seen a loss of 30% by the 2016-2017 school year, or the end of the fourth year teaching. She continues the decline in attrition could be due in part to the fact that teachers are placed on a renewable contract at the end of the fourth year, however more data is needed to determine why teachers are leaving and if they are leaving voluntarily or being exited out. Ms. Linder concludes this portion of her presentation by sharing with Board members the rate of attrition by region, noting Regions 4 and 6 consistently have the highest rate at 15% and 16% respectfully, however the remaining regions are not far behind averaging 13%.

Ms. Linder continues her presentation by sharing with Board members the prevalence of certifications through Alternative Pathways throughout the state. She continues approvals for alternative authorizations increased 17% between FY16 and FY17 and that 931 teachers, or nearly 5% of Idaho's teacher population, is not fully certified. She then states the percentage of teachers on some form of interim certificate has increased in every region over the last two years, but particularly in Region IV where the number of alternative authorizations doubled in 2015-2016. She then states that after discussions with administrators from Region IV the increase was due to a great need and not a desire to try new or different programs. Finally Ms. Linder shares that effective July 1, 2016, the Teacher to New Certificate was split out to include two separate certification options, one for an existing certificated teacher to receive a different type of certificate and one for an existing certificated teacher to add an endorsement or specialty to their current certificate. She continues it would be beneficial for the Board to compel the Idaho State Department of Education (ISDE) to collect the information in such a way as to allow the paths to be reported on individually. She adds this would provide a clearer picture to the Board on the areas of greatest need and how these needs are being met.

At this time, Ms. Linder recaps policy questions for the Board's consideration based upon the items presented today, beginning with the gap between the number of annual certificates issued and the number of certificated teachers teaching in Idaho's public schools. She asks if Idaho is losing these individuals to more competitive border states, noting that even with the Career Ladder Idaho's average teacher salary still ranks 47 out of 50 states. She continues other possibilities are these individuals are being drawn to more competitive non-teaching professions, are unable to find jobs in their area of preparation or are simply unwilling to accept jobs in a particular geographic region. Ms. Linder then states that whatever the reason, the need for more conclusive data is clear in order to fully understand why these individuals are choosing not to teach in Idaho's public schools and to allow the Board to discern any patterns between those who stay in Idaho and those who do not. Ms. Linder then stresses the need to look at those teachers who do choose to stay in Idaho, but leave the profession within five years. She adds it is important to know if these individuals are exiting voluntarily or if they are being released. She continues the Board needs the ability to look at how these individuals are being prepared and if there are higher exit numbers by those coming to the profession on an interim certificate. Finally Ms. Linder states there is a high possibility Idaho is losing these teachers due to the higher compensations offered by neighboring/border states as well as a lack of support for new teachers. At this time Board member Hill asks for clarification

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on what is meant by a lack of support to which Ms. Linder responds a lack of mentoring for new teachers. Board member Clark then reminds Board members the recommendation by the K-12 Taskforce for a Career Ladder had two purposes; one to entice individuals in to the profession at levels comparable to entry level STEM jobs (\$40,000) and also to retain teachers with a salary at the top of the scale (\$60,000). Dr. Clark continues one other issue about lack of support is the lack of ability for an individual in the teaching profession to earn a career wage. She continues as everyone knows a tremendous amount of effort was put forth by the Legislature to put the Career Ladder in place over a 5 year period it was without the second element and it is important to recognize support for teachers is more than mentoring, but also insuring the ability for educators to continue to earn a higher level of pay. Ms. Linder then states this is also a recommendation of the Educator Pipeline Committee as well. She then comments Region II has some of the most remote and rural regions in the state, yet the region consistently has one of the lowest attrition rates in the state. Ms. Linder states her belief the mentoring model in place at Lewis-Clark State College contributes greatly to the low attrition rates for the region and this is something that should be explored further.

Finally, Ms. Linder concludes her presentation by sharing with members of the Board the recommendations from the Educator Pipeline Committee beginning with finalizing the format for a standardized teacher supply and demand report to include consistent data definitions for the purpose of gauging progress towards measurable goals. She also suggests bringing together an external steering committee that can continue shaping the report and definitions moving forward. Next, Ms. Linder suggests establishing a process to ensure alignment between policy recommendations and critical teacher pipeline data and finally to begin implementation of the workgroup recommendations that are supported by the data provided regarding Idaho's teacher pipeline. Ms. Linder then shares with members of the Board the key recommendations addressing the two major findings of the report which are Induction Support and More Efficient Pathways to Certification. She then states additional recommendations include attracting talent and creating incentives to teach, alternate routes and "grow your own" strategies, and finally, development and support for all teachers, including induction programs, evaluation feedback, and teacher leadership opportunities.

There were no additional comments or questions from the Board.

At this time the Board recessed for a ten minute break, reconvening at 10:00 am (MST).

6. Annual Evaluation Review Report

This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item, sharing with Board members annual evaluation reviews allow state policy makers to verify the state framework is being implemented with fidelity and to judge the effectiveness of using the evaluation framework in conjunction with student outcomes for determining movement on the Career Ladder. She continues the Board may also use the information in directing changes to teacher preparation programs

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to address areas of improvement for both administrators as well as instructional and pupil services staff. Ms. Critchfield then invited the Board's Educator Effectiveness Program Manager Ms. Christina Linder to present the Annual Evaluation Review Report to the Board.

Ms. Linder reports there are few changes to the 2016-2017 Evaluation Review and the report has been posted to the Board's website. Board member Clark then asks if there is a way to calculate or monitor the number of teachers leaving the system due to resignation in lieu of disciplinary action to which Ms. Linder responded the evaluation review does not include these individuals because they are being let go. She continues districts have provided feedback stating they would like a way to identify these individuals. Dr. Clark then states it is significantly unfair for administrators working with individuals on plans or disciplinary issues who are not shown anywhere and that it would appear all administrators are giving high evaluations because the data for lower performing individuals is not listed. She then states the need for tracking how many teachers leave by way of this route. Board member Soltman then asks if overall most administrators are conducting evaluations appropriately and with integrity to which Ms. Linder responds in the affirmative. Board member Critchfield then states her belief the Board is providing the appropriate amount of support and assistance for administrators to accomplish what the Board is asking of them.

There were no additional questions or comments from the Board.

7. Governor's Higher Education Task Force Recommendations – Prioritization

BOARD ACTION

M/S (Critchfield/Hill): To accept the priority order of the committee assignments as specified in Attachment 1. The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item reminding members the Board assigned the various recommendations of the Governor's Higher Education Task Force (Task Force) to the Board's standing committees; Business Affairs and Human Resources (BAHR), Instruction, Research and Student Affairs (IRSA), and Planning, Policy and Government Affairs (PPGA). The committees were then tasked with identifying and recommending to the full Board prioritization of each of the recommendations and to begin work on implementation planning.

There were no questions or comments from the Board.

8. State Accountability System – Student School Quality/Engagement Survey
This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members the student engagement school quality survey is being brought back to the Board today to give the Board the

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opportunity to adjust the planed administration of the survey for the 2017-2018 school year. She then states the survey is being administered separately from the Every Student Succeeds Act (ESSA) requirements to identify schools in need of additional support. Board member Critchfield then invites Superintendent Ybarra to present the recommendations to the Board and answer any questions.

Superintendent Ybarra states that fundamentally districts are already conducting the AdvancED Survey to yield information on student engagement, student emotion, and to gauge how students feel about and perceive their world. She continues districts have requested a survey they are familiar with and trust. Superintendent Ybarra then states if this is the direction the Board wishes to go she suggests taking another look at the AdvancED survey.

Superintendent Ybarra then shares feedback from local superintendents about the perception of the original survey voted on by the Board in October, stating the proposed survey was poorly designed and that the AdvancED survey was clearly aligned to the outcomes from the stakeholder groups that met over the Every Student Succeeds Act (ESSA) plan as well. She continues the survey is free this first year and a great opportunity for business in Idaho. Superintendent Ybarra then states her other concern is attaching the survey to a test which was originally proposed in October due to timing constraints. Finally, she states if the AdvancED survey can meet the needs of districts and what they are already doing then the Board should take advantage of this. Superintendent Ybarra shares the cost for the AdvancED survey after the initial year is estimated to be approximately \$200,000.

Board member Soltman then asks if a motion would be required to which Board member Clark responds a motion would be required if the Board were to change the test. Dr. Clark continues by sharing the Board office has received a significant amount of input through the Superintendents Association and regional meetings expressing concerns over the content of the original survey. Board member Scoggin then asked for additional information on the concerns received by the Board office to which Dr. Clark responds overall the questions were biased. Board member Critchfield then states the two proposed surveys are very different from one another and that when discussing with stakeholder groups what it was they wanted to learn from the survey three themes were identified; school safety, teacher quality, and student engagement. She continues that when originally reviewing survey options the one presented in October encapsulated these three themes and that at the time the stakeholders felt the survey selected satisfied what they were trying to achieve. Dr. Clark then shares the AdvancED survey, as it exists, does not hit all of these areas, however, within the suite of assessments offered the Board can have a survey designed to meet the State's needs. Superintendent Ybarra then states her concern with knowing some of the questions asked in the current survey are biased and still choosing to move forward. Board member Westerberg then asks if the series of public meetings produced any negative comments to which Board member Critchfield responds there were no public meetings, however, the Board did receive input prior to investigating survey options and then reviewed the available options with stakeholders. Board member Westerberg then states the survey selected must be trusted

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to which Superintendent Ybarra responds other states are also using the AdvancED survey and that it is widely accepted.

At this time Board member Soltman made a motion to use the AdvancED survey for the 2017-2018 school year. The motion was seconded by Board member Atchley.

Board member Scoggin then states if the Board now has more time then would it be appropriate to investigate and vet the AdvancED survey with stakeholders before going to motion. Superintendent Ybarra responds the previous timeline the Board was under was due to determining how to administer the survey to the entire state and that one way to do this was to attach the survey to a test which required Board approval at the October Board meeting. She continues the new opportunity with AdvancED eliminates the need to attach the survey to a test. Dr. Clark then asks if legislators have had an opportunity to review the AdvancED survey. Board member Critchfield then asks if there is a new deadline to which Superintendent Ybarra responds in the negative, noting the ESSA plan states there will be a survey and that it must be in place for administration in the spring.

Board member Critchfield then states one consideration with any survey is for it to be grade appropriate adding it is her understanding the AdvancED survey is geared towards secondary students, however, there is the ability to adjust the language with the AdvancED survey to be grade appropriate. Superintendent Ybarra confirms this to be correct. She then states the Board will need to finalize a contract with AdvancED if they decide to use this survey, otherwise the Board may find themselves working against another deadline if they were to hold off for too long. Board member Scoggin again states his concern the Board is acting prematurely noting this survey has not been reviewed with stakeholders and that the suite of options mentioned have not been reviewed by the Board. Dr. Clark then asks if the Board were to wait until the regularly scheduled meeting in February to make a decision would that be a workable timeframe. Superintendent Ybarra then requested Idaho State Department of Education (ISDE) Chief Policy Advisor, Mr. Duncan Robb, address the proposed timeframe.

Mr. Robb states that if ISDE were to begin the vetting process immediately after the holiday break it would allow enough time for ISDE to fully vet the AdvancED survey. Superintendent Ybarra responds with her belief the Board would need to hold a special Board meeting in January to meet the deadline. She continues ISDE will bring the proposed AdvancED survey to the stakeholder groups for review and input and then bring to the Board for a Special Board meeting mid-January. Dr. Clark then asks for clarification that AdvancED was suggesting their "stock" assessment for the current year and any customization would follow in subsequent years to which Superintendent Ybarra responded in the affirmative. Board member Atchley then requests the contract length if the Board were to select AdvancED to which Dr. Clark responds the first year is at no cost and then contract with the Board beyond that point.

At this time Board member Soltman withdrew his previous motion to use the AdvancED survey for the 2016-2017 school year. The withdrawal of the motion was seconded by Board member Atchley. Board member Atchley then comments if superintendents, parents, teachers and students feel the survey is valuable then she supports moving

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forward, however, if the survey will only serve to collect data that may not be of value to the Board then this must be considered. Dr. Clark then comments the survey is a required element of the state's ESSA plan, noting there were a number of additional options proposed to stakeholders that were rejected overwhelmingly for a survey. She continues by stating the importance for the selected survey to provide the right information and not just be an exercise in taking a survey. Dr. Clark then states her concern with using a "stock" survey for the current year but notes the Board must start somewhere and if AdvancED does provide the ability for the Board to customize the survey then that would be a good thing. Board member Westerberg then comments it is not just about which survey is selected but also about the process followed and ensuring that process is open and transparent.

At this time Mr. Robb reminds Board members the AdvancED survey is on a different platform and this would require additional training for those educators not already on the existing platform, specifically those administrators in the middle and elementary school grades. Dr. Clark then asks for a reasonable expectation to distribute the information to the stakeholder groups to which Board member Critchfield responds the week of January 15th would allow for schools to be back in session from the holiday break for two weeks prior to the Board holding a Special Board meeting. Board member Scoggin then suggests ISDE contact stakeholder groups requesting they distribute the AdvancED survey to their members for review and comment to be returned to ISDE by January 10, 2018. Superintendent Ybarra then stresses the importance for the Board to act quickly in order to allow enough time for stakeholder feedback, contracting, and training.

There were not additional questions or comments from the Board.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS (IRSA)

1. Complete College America and Complete College Idaho Report
This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item sharing with Board members the presentation today from staff and institutions will provide an update to the Board on gains made toward the implementation of Complete College America (CCA) "Game Changer" strategies and the effectiveness of initiatives supported by CCI funding. He continues the information provided in the report today will provide an opportunity for the Board to evaluate progress and provide feedback on the work being pursued. Dr. Hill then invites the Board's Chief Academic Officer, Dr. Randall Brumfield and representatives from the state's higher education institutions to provide an update to the Board and answer any questions Board members may have.

Representing the state's community colleges are Dr. Todd Schwarz, Executive Vice President and Chief Academic Officer for College of Southern Idaho, Brenda Pettinger, Associate Vice President for Academic Affairs for College of Western Idaho, and Dr. Lita Burns, Vice President for Instruction for North Idaho College.

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Dr. Schwarz begins his presentation by sharing with members of the Board an update on the CCA Game Changer – Timely Degree Completion (“Full Time is 15”). He continues the focus of College of Southern Idaho (CSI) has been management of student progress and that CSI’s implementation of mandatory student advising has contributed greatly to this measure. He then states the number of credits a student has accomplished has increased from 46% to 60% in three years. Dr. Schwarz continues with an update on the CCA Game Changer – Remediation Reform (Corequisite Remediation) sharing CSI has made significant strides towards remediation reform as evidenced by the early implementation of emporium and accelerated models and that most recently CSI has moved more purposely in the direction of Corequisite remediation and seen success rates in English remediation increase from 38% in 2014 to 78% in 2017 and Math remediation increase from 41% to 50% for the same time period. Dr. Schwarz continues additional strategies implemented by CSI include Structured Schedules to create learning communities and block schedules in varying forms and Guided Pathways to Success (GPS) including academic maps, milestone maps and a focus on metamajors. Dr. Schwarz then shares an update on CSI’s Transition Coordinator Model stating the College was able to higher eight (8) full-time employees with funds appropriated in 2016 who are now deployed throughout Region IV in most of the high schools and five middle schools to work with and advise students on the steps needed to continue to postsecondary education.

Board member Hill then states CSI’s Transition Coordinator Model is very powerful and asks for the degree of coverage in the local region to which Dr. Schwarz responds 17 schools with a staff of 12 and that the coverage is growing.

Dr. Schwarz continues four (4) additional full-time Dual-Credit Advisor/Coordinators were added with funds appropriated in 2017 and that CSI has used funds appropriated in FY2018 to increase instruction and tutoring efforts in STEM focused areas as well as launch the Bridge to Success Program. Finally Dr. Schwarz states the common theme is clear – time with students matters and student engagement matters.

Board member Atchley then asks if there is something the Board should be doing to reduce the need for remediation at the postsecondary level, citing more rigorous demands at the high school level or possibly requiring a high school student take four years of math. Dr. Schwarz responds this has been attempted and that raising the bar is not necessarily the best solution. Board member Atchley then asks if Dr. Schwarz has a sense of either a direct or indirect relationship between a student’s high school Grade Point Average (GPA) and their college success to which Dr. Schwarz responds it is about money, noting students who are successful in college have the financial means to attend.

At this time Brenda Pettinger shares with members of the Board an update on College of Western Idaho’s (CWI) implementation of the Complete College America Game Changers. She states beginning with FY2016, CWI received line item funding for three (3) Complete College Idaho measures; General Education Reform, Remediation Transformation, and Advising Transformation. She continues the new General Education Program of Study was launched in fall 2015 and that completion of the program results in an academic certificate. She then shares that at the end of the programs first year (2015-

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2016) a total of eight (8) certificates were awarded. This number has since increased to 81 certificates awarded at the end of the 2016-2017 academic year and that in 2017 CWI received commendation from the Northwest Commission on Colleges and Universities (NWCCU) for this program. Ms. Pettinger then shares CWI received funding this same year for their Math Remediation Transformation and the funds were used to implement CWI's Math Solutions Center (MSC). She continues the MSC is an Emporium and competency-based model using a diagnostic exam to identify areas of college-level competency and deficiency and that students receive individual learning plans containing only the modules required to meet competencies for the math pathway of their declared major. Ms. Pettinger continues that after implementation CWI discovered that students were scoring lower than expected, and, as a result CWI transitioned to a Basic Skills Education (BSE) for these students that was non-credit bearing and free to all students. She continues that currently the Emporium Model is being used for students needing significant remediation, and the Corequisite model is serving those students needing moderate remediation for college-readiness. Finally, Ms. Pettinger updates Board members on CWI's advising transformation to an Appreciative Inquiry Advising Model designed to meet the needs of individual students and to more effectively monitor student progress.

Dr. Clark then congratulates CWI on their progress to date and shares at the Complete College America convening there was a strong emphasis for open institutions, such as CWI, to implement a two tiered remediation model.

At this time Dr. Lita Burns shares with members of the Board an update on North Idaho College's (NIC) implementation of the Complete College America Game Changers beginning with Math Pathways. Dr. Burns states NIC's Math department, in collaboration with institution faculty, have defined three math pathways; Quantitative Reasoning, Statistics and STEM and that in addition to the three Math pathways, NIC has also designed math courses specific to the program requirements for Career Technical Education students. Dr. Burns continues the result has been an alignment of the curriculum to reduce the number of courses, and therefore credits, students are required to take in a math sequence.

Dr. Burns then shares an update on NIC's Co-requisite Remediation stating the co-requisite model in English has seen remarkable results. She continues students enrolled in English 101/114C successfully complete English 101 at higher rates than students placed directly into English 101 and those same students enrolled in English 101/114C also successfully complete English 102 at higher rates than those students enrolled directly into English 101 and then enroll in English 102. Finally, Dr. Burns shares NIC has seen an 84% decrease in enrollment for English 099, resulting in an estimated savings of \$275,000 in the cost of tuition for students. Dr. Burns continues with an update on NIC's Math Co-requisite Remediation efforts, stating NIC's revision of the traditional pre-requisite math sequence to align curriculum with a math pathway has resulted in a 68% increase in the number of students entering a college level Quantitative Reasoning course from fall 2013 to fall 2017 and a 20% decline in the number of students enrolled in a Developmental Math course over the same period.

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Dr. Burns continues with an update on NIC's "3 for Free" program designed to change student's behavior of considering 12-credits to be full time. She continues the idea is to encourage students to successfully complete at least 15 credits in a semester, and, degree seeking students who do complete 15 credits in a semester are then eligible to receive 3 credits tuition free the next semester they enroll for at least 15 credits. She then shares since the programs launch in fall 2017, a total of 119 students participating in the program received an average of \$435 for a total of \$50,800 awarded.

Dr. Burns then shares with Board members an update on NIC's implementation of Guided Pathways to include the identification of six (6) focus fields and program mapping. She continues the six (6) focus fields identified include Business Administration and Management; Manufacturing and Trades; Arts, Communications and Humanities; Social Sciences and Human Services; Science Technology, Engineering and Mathematics and Health Sciences/Health Professions and that each focus field contains programs of study leading to a Transfer degree or Career Technical Education (CTE) degree or certificate. Dr. Burns then states program mapping includes four-semester and six-semester maps for students to use as guides towards program completion and that program maps have been developed for all 46 transfer programs and most CTE programs offered at NIC.

Finally, Dr. Burns ends her presentation with an update on the Complete College Idaho Funds received in FY17. She states the funds received were used to support a full-time Retention and Completion coordinator and a part-time Transition Coordinator. Dr. Burns continues the role of the Retention and Completion coordinator was to identify critical areas of concern related to retention and completion and the role of the Transition Coordinator is to engage with students, parents and staff at the Region I high schools.

Dr. Clark then thanks the representatives from the community colleges and states the importance of providing the information shared today with the state's Legislators.

At this time the Complete College America (CCA) and Complete College Idaho (CCI) report continues with an update from the state's 4-year institutions represented by Dr. James Munger, Boise State University Professor and Vice Provost for Academic Planning, Dr. Laura Woodworth-Nye, Idaho State University Provost and Executive Vice President, Dr. Lori Stinson, Lewis-Clark State College Provost and Vice President for Academic Affairs, and Dr. John Wiencek, University of Idaho Provost and Executive Vice President.

Dr. Munger begins by sharing with Board members in 2005 Boise State University (BSU) created a Freshman Success Task Force to address unacceptably low first-year retention and 6-year graduation rates. He continues analysis identified early academic success as the best predictor of first-year retention and, in response, BSU undertook a variety of initiatives to promote early academic success including reforming Math remediation, English remediation and implementation of a Learning Assistance Program.

Dr. Munger continues by sharing during the 2005-2006 school year BSU restructured the existing emporium model to a structured schedule, face-time model in which students received appointments for a self-paced computer lab experience where peer and non-

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peer tutors provided help. He then states change continued into fall 2009 with the development of a 2-year Math Learning Center (MLC) plan that included implementation of a different software package, a focus on Math problem solving, identification of the specific Math skills a student needed to master, and increased efforts to intervene if students were not engaged. Dr. Munger shares the results were dramatic with the pass rates in Remedial Math almost doubling from the 2005-2006 school year to 2016-2017 school year. He continues noticeable improvements have also been seen with the College Algebra and Calculus pass rates as a result of the improvements in Remedial Math.

Next, Dr. Munger updated the Board on BSU's English placement and remediation reform beginning with the development of "The Write Class" placement algorithm followed by a new co-remediation course known as English 101+. Dr. Munger reports these efforts have led to a decline in the repeat rate for English Composition from 13% to 5%. Finally, Dr. Munger shares an update on BSU's Learning Assistance Program. Launched in fall 2011, the program's focus is on helping students to learn the material through facilitated study sessions scheduled outside of class time to discuss course content and serve as a catalyst for group problem-solving. He continues the Learning Assistance Program is one of four key investments BSU has made with the CCI funding allocated by the Legislature.

Finally, Dr. Munger shares BSU's focus moving forward is on at risk student groups. He continues this will require an increase in need based financial aid for this student group as well as a greater understanding of the multiple factors affecting a student's ability to attend and complete their college education.

At this time Dr. Laura Woodworth Nye shares with members of the Board an update on Idaho State University's (ISU) implementation of the Complete College America Game Changers. She begins by stating at the time, the programs presented today were considered risky and untested, however, the data shows the programs have and do work. Dr. Woodworth Nye continues her presentation with an update on the Bengal Bridge Program, sharing the line item funding received for this program has been hugely important for the implementation and sustainment of the program. She then states the program is aimed towards at risk, Pell eligible, first time students and that 167 students enrolled in the summer 2017 program, up from just 35 students in 2015 adding the retention rate for this student population is in the 80th – 90th percentile. Dr. Woodworth Nye then shares ISU's First Year Transition program, which is an expansion of the Bengal Bridge program to a full-year program, has also experienced great success with more than 19,000 individual contacts in 2017. Finally, Dr. Woodworth Nye provides an update on ISU's new Student Opportunity Development (SOD) Program. She continues the SOD program was developed with funds allocated in FY17 and serves to assist students with transitions between majors, college to career options, and streamlining and promoting ISU's Experiential Learning Assessment (ELA) process allowing students to earn academic credit for prior work experience.

Dr. Woodworth Nye continues by updating Board members ISU has employed Math Pathways and Corequisite Remediation to better prepare students for college level courses. She then shares ISU has created numerous incentives for students to enroll in

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15 credits or more each semester, including a “Tuition Lock” available to Idaho residents who complete a minimum of 15 credits and remain in good academic standing each semester. Finally, Dr. Woodworth Nye shares ISU has developed Major Academic Plans or MAPs for almost every degree ISU offers, which are a four-year course schedule including all requirements necessary to achieve a degree while providing recommendations for course sequencing and configuration.

At this time Dr. Lori Stinson shares with members of the Board an update on Lewis-Clark State College's (LCSC) implementation of the Complete College America Game Changers beginning with the launch of an online co-requisite English remediation course. She continues, LCSC has developed four (4) distinct math pathways for Elementary Education, Liberal Arts, Statistics and STEM and that LCSC's incentives students to take 15 credits a semester by structuring the College's primary merit-based scholarships in such a way that students who complete 30 credits at the end of each academic year and maintain a 3.0 cumulative GPA will earn increases to their scholarship awards.

Dr. Stinson continues with an update to the Board on how LCSC utilized line item funding in support of Complete College Idaho. She states the focus was on General Education and increasing the number of full-time faculty, addressing “Bottlenecks” in high performing majors and programs, a Math & Science Tutoring Center and a separate Writing Center to provide student tutoring and support in relevant subject areas and a bilingual recruiter to work with the College Assistance Migrant Program (CAMP) staff at LCSC's Boise office.

At this time Dr. John Wiencek shares with members of the Board an update on University of Idaho's (UI) implementation of the Complete College America Game Changers. He begins by stating UI has made substantial progress in the areas of Corequisite Support, Academic Maps, Proactive Advising and Math Pathways. Dr. Wiencek continues UI has not actively implemented a “15 to Finish” program due in part to the fact that 60% or more of the current student population is taking 15 credits or more and that if UI were to implement a “15 to Finish” program the focus should first be on Centralized Advising.

At this time Board member Hill asks of all four provosts why the Math faculty at their institutions do not support Corequisite remediation to which Dr. Woodworth Nye responds the Math faculty have worked hard on this issue and the main problem from the perspective of the Math faculty is the students are under prepared for Corequisite courses. Additionally, students on some of the STEM pathways require a stronger Math foundational knowledge base and the Math faculty has struggled with how to handle this.

Dr. Clark then states she finds it commendable how each institution has taken the structure and framework of the CCA Game Changers and applied them to their own institution, adding, based upon today's presentations, the wise use of the CCI appropriations by the Idaho Legislature cannot be questioned.

The Board's Executive Director, Mr. Matt Freeman commends the Provosts from each institution on the reports provided today and continues these reports will help to support the 60% Goal and showing Legislators the funding is working.

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There were no additional questions or comments from the Board.

2. Remedial Education Report

This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item sharing with Board members the report today is intended to review the effectiveness of remedial education at the public institutions and is to be used to evaluate the different models being used and provide a resource for the Board to improve delivery of remedial education across institutions. Dr. Hill then invited the Board's Chief Academic Officer, Dr. Randall Brumfield and Director of Research, Mr. Carson Howell to provide an update to the Board and answer any questions Board members may have.

Mr. Howell begins the presentation by stating the remediation report provided today would be of greater use in policy decisions by both the Board and local K-12 districts if the Board were to establish a statewide definition to identify students who are academically less prepared and if the definitions of the approved models are clearly identified and the implementation of those modes is done with fidelity. Mr. Howell continues by stating the need to fully engage both the Institutional Research and Academic staff on the models being used.

Board member Hill then asks the purpose behind having a remediation report to which Dr. Brumfield responds the purpose of the report is to help inform the Board on progress made towards the effectiveness of Corequisite Game Changers to which Dr. Hill asks if this could not be subsumed in to the Complete College America (CCA) and Complete College Idaho (CCI) reports. At this time the Board's Chief Planning and Policy Officer, Ms. Tracie Bent shares the Board office regularly receives requests from other state policy makers about the State's remediation rates. She continues the Remediation Report was added to Board policy because the Board was making significant changes in how to deliver remediation and the Board at that time wanted to review the effectiveness of those policies and that the models were being implemented with some form of fidelity. Dr. Hill then comments feedback from the institutions has been the models as implemented have variability depending on the student population and the use of assessments such as ALEKS improves this. Dr. Brumfield then suggests different Math pathways require different levels of preparedness and a one size approach is not necessarily the best approach and the Board must bear in mind what remediation looks like for different pathways. Mr. Howell then comments Corequisite remediation is a reporting requirement back to CCA. Dr. Hill then comments he would like to discuss further the elements of the report moving forward, stating the reporting should follow practice and not practice following reporting. Dr. Clark then asks if the format is listed in policy to which Ms. Bent responds the requirement is to report on the effectiveness and success rates of remediation.

There were no additional questions or comments from the Board.

At this time Board recessed for lunch, returning at 12:45pm (MST).

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3. Board Policy III.S. Remedial Education – First Reading

BOARD ACTION

M/S (Hill/Westerberg): To approve the First Reading of proposed amendments to Board Policy III.S. Remedial Education as submitted in Attachment 1. The motion carried 7-0. Mr. Scoggin was absent from voting.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item sharing with Board members the proposed amendments would update the Board's existing policy on remediation to better align with changes identified by Complete College America (CCA) to help with implementation and student support.

There were no questions or comments from the Board.

4. Board Policy III.Z. Delivery of Postsecondary Programs – First Reading

BOARD ACTION

M/S (Hill/Westerberg): To approve the first reading of proposed amendments to Board Policy III.Z. Planning and Delivery of Postsecondary Programs and Courses as submitted in Attachment 1. The motion carried 7-0. Mr. Scoggin was absent from voting.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item sharing with Board members the discussion at the August 2017 regular Board meeting as to whether the plan was still meeting its intended goal for program planning. He continues the proposed amendment before the Board today is to move the planning document from five years to three years in an effort to provide the Board with a better understanding of where institutions are aligning their focus with regard to the postsecondary programs.

There were no questions or comments from the Board.

5. Board Policy III.P. Students – Second Reading

BOARD ACTION

M/S (Hill/Westerberg): To approve the second reading of amendments to Board Policy III.P. Students creating a new Subsection 17. Student Vaccine Informational Materials as submitted in Attachment 1. The motion carried 7-0. Mr. Scoggin was absent from voting.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item sharing with Board members approval of the proposed amendments would require the state's four year institutions provide informational material regarding

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vaccine's to students at the time of admission. He continues approval by the Board today would eliminate the need for legislative changes requiring institutions provide the informational material.

There were no questions or comments from the Board.

6. Program Enrollment Summary – Idaho State Board of Education Governing Policies and Procedures, Section III.G.8 – Postsecondary Program Approval and Discontinuance

This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item reminding Board members of the provision added to Board Policy III.G. Subsection 8 in response to Board member inquiries regarding the status of new graduate programs and whether institutions met their projected enrollments from initial proposal submission. He continues this report is intended to help Board members to evaluate whether programs are meeting expectations regarding continued student interest and sustainability. Dr. Hill then invites the Board's Chief Academic Officer, Dr. Randall Brumfield to provide an update to the Board and answer any questions Board members may have.

At this time Board member Scoggin joined the meeting.

The Board's Chief Academic Officer, Dr. Randall Brumfield shares with Board members the report today is for those programs proposed during the 2010-2011 Academic Year to allow Board staff to collect the 6-year graduation numbers for Baccalaureate programs, however, in this particular year, only Graduate level programs were proposed. He continues the report includes the projected enrollment information provided by the institutions for each program in their policy proposal but does not include projected graduation rates as this information was not required at the time of submittal, however, the requirement has been added for new program proposals. Dr. Brumfield then states the report indicates the programs proposed were somewhat ambitious as to their program projections, however, the report does indicate steady increases in enrollment for most of the programs listed.

Dr. Hill then states most of the applicants were over optimistic as to the time required for programs to meet their projected goals, however, the report indicates progress is being made. Board member Atchley then comments the viability of a program is based upon meeting the projected enrollment and if the projected enrollment is twice the actual enrollment then the program will cost more for students. She continues she would like for institutions to review these programs for their viability and avoid the current trend of offering so many degrees they are no longer concentrating their focus but are trying to be everything to everyone. Dr. Clark then asks how institutions are supporting the costs of programs that fall short of their projected enrollment to which Dr. Brumfield responds Board staff can follow up with institutors on these specific programs. Board member Westerberg then comments it may be of benefit for institutions to report to the Board their expected actions moving forward for programs with significantly differing numbers. Board

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member Scoggin then comments this should be somewhat self-regulating as institutions work within their budgets and the funds available. The Board's Executive Director, Mr. Matt Freeman then states in recent years Boise State University has adopted a 3-year Sunset for new programs that do not hit projections and that these programs are then at risk of being phased out. Dr. Brumfield then adds a Sunset Clause is now included on proposal forms for any new programs.

There were no additional questions or comments from the Board.

7. Boise State University – Master of Science in Respiratory Care

BOARD ACTION

M/S (Hill/Westerberg): To approve the request by Boise State University to create a new online program that will award a Master of Science in Respiratory Care in substantial conformance to the program proposal submitted as Attachment 2. The motion carried 8-0.

AND

M/S (Hill/Westerberg): To approve the request by Boise State University to designate an online program fee for the Master of Science in Respiratory Care in the amount of \$500 per credit in conformance with the program budget submitted to the Board in Attachment 2. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item stating the request before the Board today is for a new program to award a Master of Science in Respiratory Car. Dr. Hill continues the program will be offered wholly online and will operate under the fee guidelines in Board Policy as they pertain to wholly online programs. Dr. Hill then requested Boise State University (BSU) Professor and Vice Provost for Academic Planning, Dr. James Munger, present BSU's proposal to Board members as well as answer any questions from the Board.

Board member Soltman asks if an entry level position in respiratory therapy requires a bachelor's degree to which Dr. Munger responds in the negative, however, the proposal before the Board today is intended to serve those individuals who have advanced or wish to advance to a leadership position, health administration position or a teaching position. Dr. Munger continues the need for this degree has been identified by the accrediting Board to which Board member Soltman responds he is not opposed to the program or the offering, however, in his opinion, the program's enrollment numbers may be too optimistic. Dr. Munger responds the program has been designed to be self-sustaining and that state funds will not be used for the operation of the program. Board member Atchley then questions the lack of state investment in the program to which Dr. Munger responds state funds are not used for the program's instructional costs, however, the program does receive initial startup costs from BSU's eCampus initiative and is then self-sustaining after that. Board member Atchley then states there are underlying

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infrastructure and administrative costs involved with this and every program that are not necessarily covered by a course fee to which Dr. Munger responds these programs are charged an administrative service fee to help offset these costs. Board member Westerberg comments if a program is not successful then the institution risks losing the upfront development costs it has invested in the program. He continues by applauding BSU for their efforts to offer more online courses to which Dr. Munger responds the eCampus initiative has studied the viability of programs offered and where there is need to be able to choose the programs offered moving forward.

There were no additional questions or comments from the Board.

8. College of Eastern Idaho – Associate of Science Degree

BOARD ACTION

M/S (Hill/Atchley): To approve the request by the College of Eastern Idaho to create a new Associate of Science degree as submitted in Attachment 1. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item stating the request before the Board today is for a new Associate of Science degree program. He continues approval of the academic program would allow College of Eastern Idaho (CEI) students to enroll in the Associate of Science Degree program as degree-seeking undergraduates beginning in Spring 2018.

There were no questions or comments from the Board.

9. Idaho State University – Doctor of Physical Therapy Program Expansion to Meridian Health Sciences Center

BOARD ACTION

M/S (Hill/Critchfield): To approve the request by Idaho State University to approve the Doctor of Physical Therapy Program Expansion to Meridian as presented. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item stating the request before the Board today is for an expansion of the existing Doctor of Physical Therapy Program at Idaho State University (ISU) in Pocatello to include a cohort of students at the ISU Meridian Health Sciences Center (MHSC).

There were no questions or comments from the Board.

AUDIT

1. FY2017 Financial Statement Audits – College and Universities Audit Findings Report

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BOARD ACTION

M/S (Soltman/Atchley): To accept from the Audit Committee the Fiscal Year 2017 Financial Audit Reports for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as submitted by Moss Adams LLP in Attachment 1. The motion carried 8-0.

Audit Committee Chair, Mr. Don Soltman, introduced the item stating the reports shared today were conducted by the independent certified public accounting firm, Moss Adams LLP and includes an auditor's opinion on the basic financial statements prepared by each of the five institutions. Mr. Soltman then invites the Board's Chief Financial Officer, Mr. Chet Herbst, to present the findings to Board members as well as answer any questions.

Mr. Herbst shares the independent certified public accounting firm, Moss Adams, found the financial statements submitted by the five (5) institutions fairly stated the financial operations of the institutions. He continues there were two significant findings for Boise State University (BSU) related to internal controls for Research and Development and one significant finding for Idaho State University (ISU) related to the posting of journal entries and that both institutions have identified actions to correct and prevent recurrence of the noted problems. Finally, Mr. Herbst shares the financial statements have been submitted to the State Controller's Office as part of the consolidated state reports. Board member Soltman then shares the timeframe for when these audits must be completed is extremely short and he thanks the institutions for their work to provide the requested information in such a short amount of time.

There were no additional questions or comments from the Board.

2. FY2017 Financial Statement Audits – College and Universities' Financial Ratios
This item was provided in the agenda materials as an information item.

Audit Committee Chair, Mr. Don Soltman, introduced the item stating the ratios and analyses presented today provide to the Board the financial health and year-to-year trends at each of the institutions. Mr. Soltman then invites the Board's Chief Financial Officer, Mr. Chet Herbst, to present the findings to Board members as well as answer any questions.

Mr. Herbst begins by sharing the four (4) primary financial ratios are the Primary Reserve Ratio, Viability Ratio, Return on Net Assets Ratio and Net Operating Revenues and that these ratios are used to develop the Composite Financial Index (CFI). Mr. Herbst states these ratios are used by both private and public institutions and provide a tool for institutions to review their own performance over time as well as to synchronize with the analytical processes used at other institutions. Mr. Herbst continues with an update on each of the ratios, beginning with the Primary Reserve Ratio stating this ratio measures the sufficiency of resources and their flexibility and is a good measure for net assets and that the benchmark is for an institution to have the ability to operate at 40 percent on its

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own. Next, Mr. Herbst shares the Viability Ratio measures the capacity to repay total debt through reserves and the benchmark for this ratio is 125 percent. He continues the Return on Net Assets ratio measures whether an institution is better off financially this year than last and that the benchmark for this ratio is 6 percent. Mr. Herbst then shares the Net Operation Revenues Ratio measures whether an institution is living within its available resources and the benchmark for this ratio is 2 percent. Mr. Herbst then states the Composite Financial Index combines the four ratios to calculate an institution's overall financial health and the national benchmark score for this ratio is a minimum of 3. Mr. Herbst then shares the difficulty in comparing institutions to one another as each institution has different goals, he continues it may be more fitting to evaluate each institution over time and compare the results to that institution's own strategic plan.

Mr. Herbst then adds Board staff is considering adding two additional ratios to the annual report in the coming year; the Debt Burden Ratio to measure an institution's dependence on borrowed funds and the Age of Capital Assets to measure an institution's recent versus deferred investments.

Finally Mr. Herbst shares with members of the Board the downgrade by Moody's Investors Service (Moody's) of the overall higher education sector from stable to negative on December 5, 2017. He continues this is based upon Moody's projections that projected revenues for public institutions will not keep up with projections over the next several years for increased operating expenses.

Dr. Clark then asks if the Moody's downgrade will have an immediate negative effect on the ability for Idaho's institutions to bond to which Mr. Herbst responds not on any of the items the Board is voting on today but it could for future projects. Dr. Clark then asks if Mr. Herbst has any sense of the point value of the downturn and how much it would affect each institution to which Mr. Herbst responds this would depend primarily on each institution individually.

There were no additional questions or comments from the Board.

3. FY2017 College and Universities' Unrestricted Net Position Balances

This item was provided in the agenda materials as an information item.

Audit Committee Chair, Mr. Don Soltman, introduced the item reminding Board members of the requirement for institutions to maintain fund balances sufficient to stabilize their operating budgets should there be a decrease in state funding or fluctuations in enrollment and tuitions revenue. He continues all four (4) of the affected institutions have met the Board's 5 percent reserve target in FY2017. Mr. Soltman then invites the Board's Chief Financial Officer, Mr. Chet Herbst, to present the findings to Board members as well as answer any questions.

Mr. Herbst shares overall there has been a positive trend and that all four (4) of the state's 4-year institutions are at or above the Board's established 5 percent benchmark. He then states that in general the institutions are operating under very tight budgets and this

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information is good to share with legislators and the public to dispel the notion that institutions are “sitting on a mound of cash”.

There were no questions or comments from the Board.

4. Lewis-Clark State College – Foundation Operating Agreement

BOARD ACTION

M/S (Soltman/Scoggin): To approve the revisions to the Operating Agreement between Lewis-Clark State College and Lewis-Clark State College Foundation, Inc. as presented in Attachment 1. The motion carried 8-0.

Audit Committee Chair, Mr. Don Soltman, introduced the item sharing the proposed revisions would update the agreement to reflect a three-year extension from March 2018 to March 2021 and provide clarity within the conflict of interest form to align more clearly with Board Policy. He continues this is being brought to the Board prior to the end of the three year cycle because it is adding gifting to the agreement.

There were no questions or comments from the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES (BAHR)

Section I – Human Resources

1. Idaho State University – Multi-Year Employment Agreement – Men’s Football Head Coach

BOARD ACTION

M/S (Westerberg/Hill): To approve the request by Idaho State University to enter into a multi-year employment agreement with Rob Phenicie as Men’s Football Head Coach, for a term expiring January 21, 2021 (or as per the terms of the contract) as presented in Attachment 2. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Westerberg introduced the item and shares with Board members the terms of the proposed employment agreement for Coach Phenicie could potentially exceed annual compensation in excess of \$200,000 therefore approval by the Board is required.

There were no questions or comments from the Board.

2. University of Idaho – Amendment to Multi-Year Employment Agreement – Men’s Basketball Head Coach

BOARD ACTION

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M/S (Westerberg/Atchley): To approve the University of Idaho's request to amend the multi-year employment contract for the Men's Basketball Team Head Coach, which was approved by the Board on October 19, 2017, in substantial conformance to the Amendment form submitted to the Board in Attachment 1. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Westerberg introduced the item and shares with Board members the terms of the contract before the Board today is for a term greater than three years and annual compensation in excess of \$200,000 therefore approval by the Board is required. He continues elimination of the erroneous automatic 4 percent annual increase included in the original contract does not negate either the duration or total compensation thresholds in this particular case.

There were no questions or comments from the Board.

Section II – Finance

1. Board Policy V.B. Budget Policies – First Reading

BOARD ACTION

M/S (Westerberg/Atchley): To approve the first reading of the proposed amendments to Board policy V.B., Budget Policies, as presented in Attachment 1. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Westerberg introduced the item. He then invites the Board's Chief Financial Officer, Mr. Chet Herbst, to present the item to the Board as well as answer any questions.

Mr. Herbst begins by sharing approval of the proposed amendments would clarify and streamline the Occupancy Cost request procedures and associated notification and verification reports submitted to the Division of Financial Management (DFM) and Legislative Services Office (LSO). He continues there should not be any financial impact to current budgets beyond improving the accuracy of estimates and final computations of Occupancy Costs. Mr. Herbst adds the amendments also incorporate the Board's guidance on minimum financial reserve levels into Board policy.

There were no questions or comments from the Board.

2. Board Policy V.E. Gifts and Affiliated Foundations – First Reading

BOARD ACTION

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M/S (Westerberg/Critchfield): To approve the first reading revisions to Board policy V.E. and use of the associated affiliated foundation agreement template, as presented in Attachments 1 and 2, respectively. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Westerberg introduced the item. He then invites the Board's Chief Financial Officer, Mr. Chet Herbst, to present the item to the Board as well as answer any questions.

Mr. Herbst begins by sharing approval of the proposed amendments would bring the text of the existing policy into conformance with current practice. He continues the updated policy enables continued close oversight of funds/gifts/properties being conveyed between an institution and an affiliated foundation.

There were no questions or comments from the Board.

3. FY2019 Permanent Building Fund Advisory Council Recommendations
This item was provided in the agenda materials as an information item.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Westerberg introduced the item sharing with Board members the Governor's Permanent Building Fund (PBF) priorities for FY2019 are for an increased focus on deferred maintenance needs over construction of new facilities. He then states the PBF recommendations shared today are intended to aid institutions as they work to address the highest priority items on their deferred maintenance lists.

The Board's Chief Financial Officer, Mr. Chet Herbst, shares with Board members DPW was very receptive to Board staff's efforts to engage DPW on the needs and trends of the State's higher education system and that the institutions have done an excellent job leveraging the limited funds available to them. Dr. Clark then requested Mr. Herbst share with Board members the same information shared with DFM this week to which Mr. Herbst responds the recommendation from the PBF for FY19 is \$17,000,000 for deferred maintenance. He continues deferred maintenance at the State's 4-year institutions is estimated at \$995,000,000 and that nationally the average across public institutions for deferred maintenance is \$110/square foot and the State's 4-year institutions have 15 million square feet of space to maintain. He continues this is a significant continuing issue for the Board and the nation.

There were no additional questions or comments from the Board.

4. Boise State University – Authorization for Issuance of General Revenue Bonds

BOARD ACTION

M/S (Westerberg/Atchley): To approve the finding that the Center for Materials Science Research is economically feasible and necessary for the proper operation of Boise State University, and to approve a Supplemental Resolution for the Series of 2018A Bonds, the title of which is as follows:

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A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Project Bonds, in one or more series, of Boise State University; delegating authority to approve the terms and provisions of the bonds and the principal amount of the bonds up to \$20,702,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the bonds; and providing for other matters relating to the authorization, issuance, sale and payment of the bonds

And to approve a not to exceed budget for the Micron Center for Materials Research of \$52,250,000. The motion carried 8-0.

AND

M/S (Westerberg/Hill): To waive the appraisal requirement set forth in Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.f. for Boise State University to purchase the Alumni and Friends building from the Boise State University Foundation. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Richard Westerberg introduced the item sharing with Board members the item before the Board today is to combine the bond financing for the Micron Center for Materials Research (MCMR) and acquisition of the Alumni and Friends Center. He continues the proposed financing plan makes efficient use of resources while keeping Boise State University (BSU) within the Board's maximum debt coverage limit and prudently addressing the risk associated with the current construction costs at a time of high volatility of building costs throughout the country. Mr. Westerberg then shares BSU senior administration had coordinated in advance with the Board's Executive Director and fiscal staff on the approach being proposed today. He then invites Mr. Kevin Satterlee, Boise State University Vice President and Special Counsel, and Mr. Mark Heil, Boise State University Vice President and Chief Financial Officer to present the item and answer any questions from the Board.

Mr. Satterlee begins by sharing Board policy does not allow institutions to acquire real estate without an appraisal of the real property. He continues the property Boise State University (BSU) wishes to acquire is the Alumni and Friends Center adding the facility has already been constructed and currently exists on the BSU campus. He then states the current economic market has provided an opportunity for BSU to issue the bonds at a lower rate and forego future rent payments if BSU were to acquire the facility now. Mr. Satterlee continues the primary reason for the bond issuance is in relation to the Micron Center for Materials Research (MCMR), stating approval of the motion by the Board would allow BSU to increase the project's contingency to account for market volatility in the current construction market.

Board member Scoggin asks how this motion would impact BSU's debt ratio to which the Board's Chief Financial Officer, Mr. Chet Herbst, responds the ratio would increase from

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4.78 percent to 5.68 percent. Board member Soltman then asks how this motion would impact BSU's Moody's Investors Service Rating to which Mr. Heil responds BSU's current rating is AA3 and he does not anticipate a change.

There were not additional questions or comments from the Board.

5. Idaho State University – Endowment of One-Time NCAA Money

BOARD ACTION

M/S (Westerberg/Critchfield): To approve the request by Idaho State University to transfer \$549,267.00 of one-time money to an endowed fund within the Idaho State University Foundation, to be used as set forth in the NCAA-approved spending plan as described in Attachment 1. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Richard Westerberg introduced the item. He then invites the Board's Chief Financial Officer, Mr. Chet Herbst, to present the item to the Board as well as answer any questions.

Mr. Herbst begins by sharing with Board members Board approval is required for the transfer of institutional funds to one of its affiliated foundations, unless one of the specific exceptions listed in the policy applies, and in this instance the exceptions do not apply. He continues following transfer of Idaho State University (ISU) funds, the resulting foundation endowment will benefit the university's student-athletes and programs.

There were no questions or comments from the Board.

6. University of Idaho – Authorization for Issuance of General Revenue Bonds

BOARD ACTION

M/S (Westerberg/Critchfield): To approve a Supplemental Resolution for the Series 2018A Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Regents of the University of Idaho authorizing the issuance of General Revenue Refunding Bonds, delegating authority to approve the terms and provisions of the bonds and the principal amount of the bonds up to \$35,000,000, authorizing the acceptance of the winning bid for sale of the bonds; and providing for other matters relating to the authorization, issuance, sale and payment of the bonds. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair Mr. Westerberg introduced the item sharing with Board members the item before the Board today is a request by the University of Idaho (UI) to replace existing debt incurred for essential University infrastructure. He continues the proposed issuance of refunding bonds at fixed

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interest rates is a prudent strategy to replace the current debt structure which would expose the university to unpredictable and volatile varied interest rates after 2017.

There were no questions or comments from the Board.

OTHER BUSINESS

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

BOARD ACTION

M/S (Westerberg/Critchfield): To adjourn the meeting at 1:45pm (MST). The motion carried 8-0.



DRAFT MINUTES

STATE BOARD OF EDUCATION
January 4, 2018
Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho

A special meeting of the State Board of Education was held January 4, 2018 in the large conference room of the Office of the State Board of Education, Len B. Jordan Building, in Boise Idaho. Board President Dr. Linda Clark presided and called the meeting to order at 3:00 pm MST. A roll call of members was taken.

Present:

Dr. Linda Clark, President
Debbie Critchfield, Vice President
Emma Atchley

Andrew Scoggin
Don Soltman
Richard Westerberg

Absent:

Dr. David Hill, Secretary
Sherri Ybarra, State Superintendent (except where noted)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. University of Idaho – Facility Naming Rights

M/S (Critchfield/Atchley): To waive the application of Board Policy I.K and to approve the request by the University of Idaho to enter into an Agreement for Naming Rights with Idaho Central Credit Union in substantial conformance to Attachment 1, and authorize the President of the University of Idaho, or the President's designee, to execute the agreement and any related transactional documents. The motion carried unanimously 6-0. Dr. Hill and Superintendent Ybarra were absent from voting.

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Planning, Policy and Governmental Affairs Committee (PPGA) Chair, Ms. Debbie Critchfield introduced the item, stating the University of Idaho (UI) is currently engaged in the planning and design for its proposed court sports arena and that part of the planning involves funding the project. She continues UI has been seeking a major naming sponsor for the arena, and has arrived at a proposed agreement with Idaho Central Credit Union (Idaho Central) for naming the arena the "Idaho Central Credit Union Area". The University of Idaho will receive ten million dollars from Idaho Central, in exchange for which Idaho Central will own the name and logo of the arena for a term of 35 years commencing with the completion of construction.

Board member Critchfield continues Board Policy I.K. outlines the requirements by which a building, facility, or administrative unit may be named, however, the policy does not contemplate selling the rights to name a facility and this is the item requested for waiver by UI today. Finally, Ms. Critchfield states Board staff will develop proposed amendments to Board Policy I.K. adding provisions that include naming rights agreements for consideration by the Board at a future meeting.

Board member Scoggin then asks if the payment is a onetime, lump sum payment, to which University of Idaho General Counsel, Mr. Kent Nelson, responds in the affirmative. Board member Scoggin then confirms the name will be approved for a total of 35 years to which Mr. Nelson responds in the affirmative. Board member Soltman then asks if this agreement differs from the agreement developed for the naming of Albertson's Stadium on the campus of Boise State University (BSU) to which Mr. Nelson responds there is very little difference between the two agreements. He continues UI utilized the same template for the agreement as the one used at BSU, however, the agreement before the Board today is for a lump sum amount to be placed in a University account dedicated solely for construction of the arena.

There were no additional questions or comments from the Board.

2. Governor's Higher Education Task Force Recommendations – Governor Otter
This item was provided in the agenda materials as an information item.

Board President Dr. Linda Clark introduces Governor C.L. "Butch" Otter and thanks him for attending.

Governor Otter begins by thanking Board members and Presidents of the eight colleges and universities for their work on the Higher Education Task Force (Task Force). He continues by sharing it is his intent to follow through with the recommendations of the Task Force this Legislative session and is requesting the support of the Board, college, and university President's in this effort. Governor Otter then states the key recommendation of the Task Force is for a change in structure of the leadership immediately under the Board. He continues studies have shown states who successfully consolidated the back room operations of their institutions have found enormous savings that could then be used for scholarships and other initiatives.

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Governor Otter shares his first request will be for a new Chief Education Officer (CEO) position operating under the Board. The Governor continues it is his intent to ask the Legislature to give the Board the authority to hire this position and put in place a consulting contract to carry through with the recommendations from the Task Force to implement changes within the Board and campuses themselves. Governor Otter then requests from the Board the same level of enthusiasm for this legislation as was given for the Task Force recommendations.

Governor Otter continues the recommendations from the Task Force are key to achieving the State's 60% Goal and that change is needed if the state is to accomplish this goal. The Governor then states it is not acceptable to the individuals and industries putting Idaho's workforce to work if the state cannot achieve the 60% Goal. Governor Otter continues Idaho has done a great job driving down unemployment, but at the same time, is the fastest growing state in the nation by population and even with an extremely low 2.9% unemployment rate the state still has 22,000 people out of work and 24,000 jobs through the Department of Labor that remain unfilled. The Governor then states Idaho's higher education system is becoming more and more critical to the workforce development of the state.

Finally, Governor Otter reiterates the legislation to create the Chief Education Officer position will be the governor's legislation and is in no way critical towards the Board or college and university Presidents but it is important for Idaho to do this and now is the time.

At this time, Board member Atchley asks Governor Otter if he envisions the proposed CEO position to be a long-term position to which the Governor responds the positions longevity will be a result of the success of the changes made. The Governor continues as services are consolidated economies will be realized and the CEO position will become the change agent to make these needed changes. Governor Otter then states within the State's agencies there tends to be a resistance towards change and a tendency to cling to the status quo and that this mentality is no longer working. The Governor continues the new CEO position will take time to change these attitudes and values and provide the ideas needed to implement efficiencies and improve the delivery of higher education opportunities in Idaho.

Dr. Clark then shares the appreciation of the Board for the recognition by the Task Force of this unique opportunity for a true system of Kindergarten through Graduate Education under one board and this is an excellent start towards the Board's vision of "systemness".

At this time, Board member Scoggin expresses his thanks to Governor Otter for addressing the Board today and providing his direction moving forward. He then asks for confirmation from the Governor the intent of the proposed changes is to consider a broad area for improving the delivery of higher education while decreasing the cost and that any savings gained would be redirected towards achieving the 60% Goal. To this Governor Otter responds it has not gone unnoticed that Idaho is one of the few states nationwide to have gained student enrollment in the higher education system this year. Governor Otter continues it is his expectation for the Board to be active with the incoming CEO and

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to help that person validate with the information gathered during the Task Force. The Governor then states this is an opportune time for change, noting the recent retirement announcements by three of the state's university Presidents.

Board member Critchfield then asks for additional clarification on the Governor's recommendation for a consulting contract to carry through with the recommendations from the Task Force to which Governor Otter responds the recommendations of the Task Force must be validated and it would be the role of this consultant to research how and where these recommendations could be most successful.

Board member Scoggin then asks given the scope of the CEO position if there may be a need for additional positions to support the CEO and if this has been considered. To this, Governor Otter responds the process of searching for and interviewing candidates for the CEO position would allow for the Board to determine the type of tools necessary for the successful candidate to perform their duties, one of which may be additional personnel.

At this time, Superintendent Ybarra joined call and thanked Governor Otter for clarifying his intent with the CEO position.

Dr. Clark then states the necessity for the Board to publicly communicate the 60% Goal is not limited to just 4-year degrees but includes certificates, associate degrees, and other workforce training and enabling Idaho's citizens to access the entire educational system. She then expressing her thanks to Governor Otter for attending today's Board meeting as well as for his support of the Board.

At this time Bob Lokken, Co-Chair of the Governor's Higher Education Task Force states the importance from the business community perspective for the Board to act with a sense of urgency on the proposed changes, stating the need to move quickly to make progress on these slow moving initiatives.

OTHER BUSINESS

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

M/S (Critchfield/Scoggin): To adjourn the meeting at 3:27 pm MDT. The motion carried 7-0. Dr. Hill was absent from voting.



DRAFT MINUTES

STATE BOARD OF EDUCATION
January 18, 2018
Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho

A special meeting of the State Board of Education was held January 18, 2018 in the large conference room of the Office of the State Board of Education, Len B. Jordan Building, in Boise Idaho. Board President Dr. Linda Clark presided and called the meeting to order at 1:30 pm MST. A roll call of members was taken.

Present:

Dr. Linda Clark, President
Debbie Critchfield, Vice President
Dr. David Hill, Secretary
Emma Atchley

Andrew Scoggin
Don Soltman
Richard Westerberg
Sherri Ybarra, State Superintendent

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Legislative Update – Governor's Recommendation

M/S (Critchfield/Soltman): To support the Governor's budget recommendation for an executive staff position, and the proposed legislation in substantial conformance to the form provided in Attachments 1 through 3. The motion carried 8-0.

Planning, Policy and Governmental Affairs Committee (PPGA) Chair, Ms. Debbie Critchfield introduced the item, reminding members of the January 4, 2018 Special Board Meeting with the Governor to discuss his plan for a Chief Education Officer (CEO). She continues the item before the Board today is to consider the Governor's budget recommendations for the 2018 Legislative Session, which includes the budget request for the CEO position as well as proposed legislation relative to the Opportunity Scholarship and Advanced Opportunities.

BOARDWORK
FEBRUARY 14, 2018

At this time, Board member Scoggin requests clarification on the allocation of the funds sought for the CEO position asking if the \$254,500 allocated is for both the position salary and operating expenses to include a laptop, travel, etc. to which the Board's Executive Director, Mr. Matt Freeman responds in the affirmative. Board member Scoggin then asks for clarification on the Capital Outlay line item to which Mr. Freeman responds this would be the funds allocated to purchase a computer for this position. Board member Scoggin then asks if the line item request is the limitation for what the CEO position could be paid or are there other monies that could be drawn against to which Mr. Freeman responds the number recommended by the Governor in the budget line for personnel costs would cover a salary of \$200,000 plus benefits. Mr. Scoggin then asks if the Board were to reduce or eliminate a position could the funds from that position then be directed to another position to which Mr. Freeman answers in the affirmative through ongoing salary savings, attrition or other savings.

Board member Soltman then asks how the proposed salary amount was determined to which Deputy Chief of Staff and Senior Assistant for Education and Government Services for Governor's Office, Ms. Marilyn Whitney responds through considerable discussions with different individuals from different arenas. She continues the Governor's Office also considered similar positions from across the country and the salary ranges for these positions and then put them into context of what could be feasible in the State of Idaho. Finally, Ms. Whitney states the proposed CEO salary would be highest paid position for any agency staff position outside of the higher education institutions.

Dr. Clark then shares with Board members there has been a tremendous amount of work behind the scenes with the Governor's office and leadership to develop the proposed legislation and to draft the legislation to be less directive than earlier versions of the proposal to fulfill what Governor Otter shared with the Board in terms of flexibility.

At this time Board member Atchley asks how the Board or Governor's office can justify paying considerably more for the proposed CEO position than the current Executive Director who has many more years of experience. To this, Dr. Clark responds it was the recommendation of the Governor's Higher Education Task Force (Task Force) for the Board to undertake significant action in terms of the consolidation of back office functions at the State's colleges and universities. She continues it was recognized by the Task Force the individual needed to direct this type of work would have a very specific skill set and the amount of work needed to undertake this level of change cannot and should not be added to the workload of existing Board staff. Dr. Clark then states the work the Board is currently engaged in must go forward and it is up to the Board to discuss and determine what the structure of Board staff should look like moving forward. Board member Scoggin then comments the proposed CEO position requires a different skill set, which requires additional compensation. He continues the recommendation from the Task Force is a big job and the Board must lure someone who has the experience with this type of work and these individuals are in high demand.

BOARDWORK
FEBRUARY 14, 2018

Board member Critchfield then asks, pending a decision from the Board today, what are the next steps moving forward to which Dr. Clark responds the legislation must follow the regular legislative process for approval and funding.

Board member Scoggin then comments in the Governor's State of the State Address the Governor had recommended the Board work with a consultant versed in this type of work and if the Board has requested funds for this consultant. Dr. Clark responds a line item request of \$500,000 has been submitted to support the work of this type of consultant and that the Board will be working with the Division of Human Resources on the job description for the CEO position.

Board member Westerberg then states his appreciate for the flexibility in the proposal for the Board to write the job description and sequence of how to move forward. He continues the work to fulfill the CEO position has been allocated to the Board and this is the right place for these decisions to be made, however, there is a lot of work on the part of the Board in order to achieve this ultimate recommendation of the Task Force. Dr. Clark then comments there are very high expectations of the Board with regard to "systemness" and how to identify places of duplication and reallocate those funds to support Idaho students. She continues this is what the work of the Board is about and the Board dare not lose sight of this. Finally, Dr. Clark states this is a very heavy lift and will require serious, hard work on the part of the Board and very quickly.

There were no additional questions or comments from the Board.

OTHER BUSINESS

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

M/S (Westerberg/Critchfield): To adjourn the meeting at 1:46 pm MST. The motion carried 8-0.

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WORK SESSION
FEBRUARY 14, 2018

SUBJECT

Education to Workforce Alignment

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objectives A, Access and C, Higher Level of Educational Attainment.

Goal 2: Innovation and Economic Development, Objectives A, Workforce Readiness and D, Education to Workforce Alignment.

BACKGROUND/DISCUSSION

The Board's strategic plan envisions a seamless public education system that results in a highly educated citizenry. Goal 2 of the Board's strategic plan focuses on an education system that provides an environment that facilitates the creation of practical and theoretical knowledge leading to new ideas, delivers relevant education that meets the needs of Idaho and the region and prepares students to efficiency and effectively enter and succeed in the workforce.

The Idaho Technology Council (ITC) is a member-driven organization made up of partners from companies that range from new startups to large corporations, all committed to the success of Idaho's technology ecosystem. The ITC, brings together industry, education, research, investment, and government throughout the state with a focus on workforce development and the increasing the talent pipeline with the end goal of growing more high-paying, quality jobs for the people of Idaho. The ITC has been a long standing partner that has supported Board initiatives from higher education research to increased access to computer science education in the K-12 education portion of the pipeline. Jay Larsen, Executive Director, will discuss technology trends in Idaho, the importance of Idaho's education system producing an entrepreneurial and prepared workforce for Idaho's growing economy.

The Treasure Valley Education Partnership (TVEP) engages and coordinates community partners and resources across the Treasure Valley in order to align efforts around common goals. TVEP mission is to advance a world class education system in the Treasure Valley. By uniting and focusing the strength of multiple partners, TVEP aspires to achieve systems change and improve student outcomes in a measurable and lasting way, from the cradle to career. The Treasure Valley Education Partnership conducts a senior exit survey, Jessica Ruehrwein, Executive Director will present the results of their survey as a discussion point for areas of collaboration and improvement of Idaho's education pipeline.

IMPACT

The purpose of the presentations is to generate a discussion around the alignment with Idaho's education system and Idaho's workforce needs.

**WORK SESSION
FEBRUARY 14, 2018**

STAFF COMMENTS AND RECOMMENDATIONS

In addition to the presentation and discussion with ITC and TVEP the Board has been provided with the preliminary result of the Secondary Counselor Survey conducted by the Board Office. The survey looks at perceptions of secondary school counselors and their work in supporting students to plan and prepare for college and careers after high school.

ATTACHMENTS

Attachment 1 – Idaho Technology Council Presentation	Page 3
Attachment 2 – Treasure Valley Partnership Presentation	Page 21
Attachment 3 – Preliminary Findings – School Counselor Survey	Page 28

BOARD ACTION

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



The New Economy Idaho kNOWledge Report

- **Today's economy is:**

- Knowledge-dependent
- Is global
- Is rooted in information technologies
- Is driven by innovation

In the United States IT was responsible for two-thirds of total factor growth in productivity between 1995 and 2002 and virtually all of the growth in labor productivity.

IDAHO TECHNOLOGY COUNCIL--
INNOVATIVE ECOSYSTEM




IDAHO
DEPT. OF LABOR

What is Our Purpose? Why define and study Idaho's knowledge based economy?


**Knowledge-Based Economies are associated
with:**

- Knowledge-intensive and high-technology industries
- Highly-skilled, highly-educated and well-paid jobs that carry higher economic impacts.



 **Disruption Comes Quick**

“Neither RedBox nor Netflix are even on the radar screen in terms of competition,” said Blockbuster CEO Jim Keyes, speaking to [the Motley Fool](#) in 2008. “It’s more Wal-Mart and Apple.”

Who is creating disruption in Idaho?

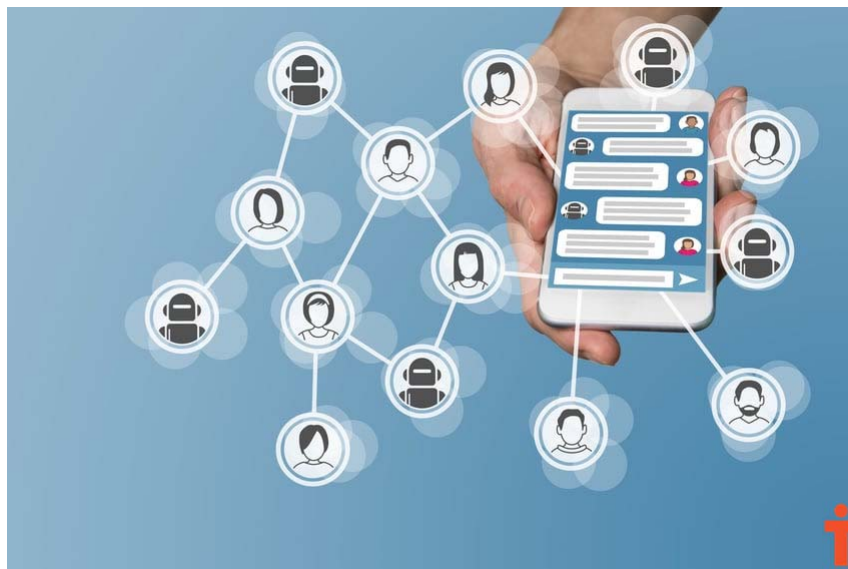
 



Disruptive Technology Trends



AI Fueled--Bots Usurp Apps



From Augmented Reality to Mixed Reality



Cybersecurity Wars



The Things Are Taking Over the Internet



Self Driving Vehicles On the High Street



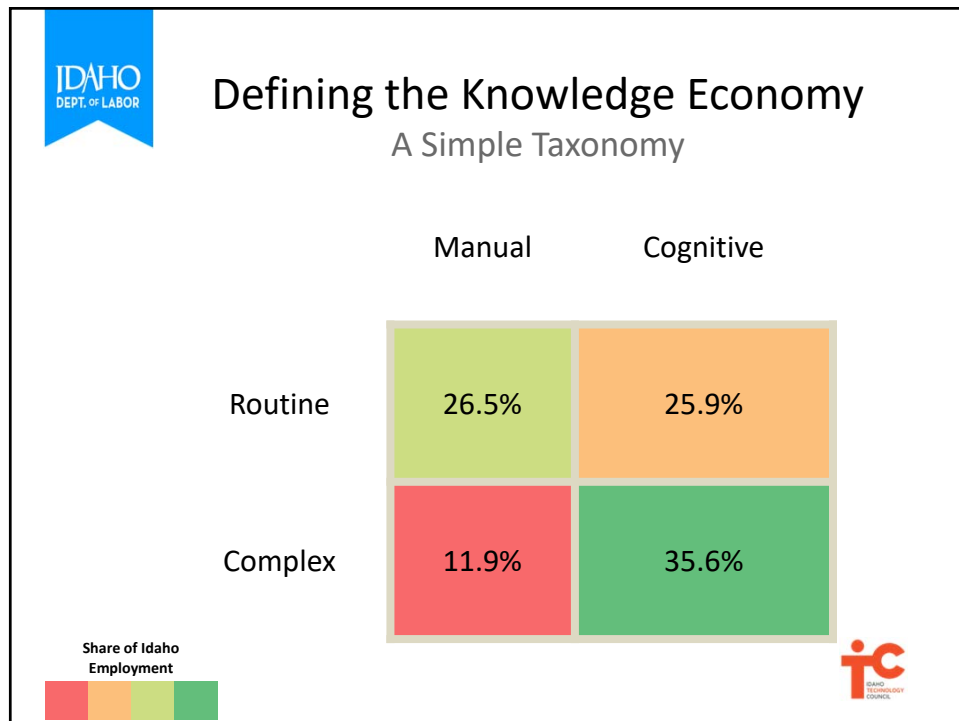
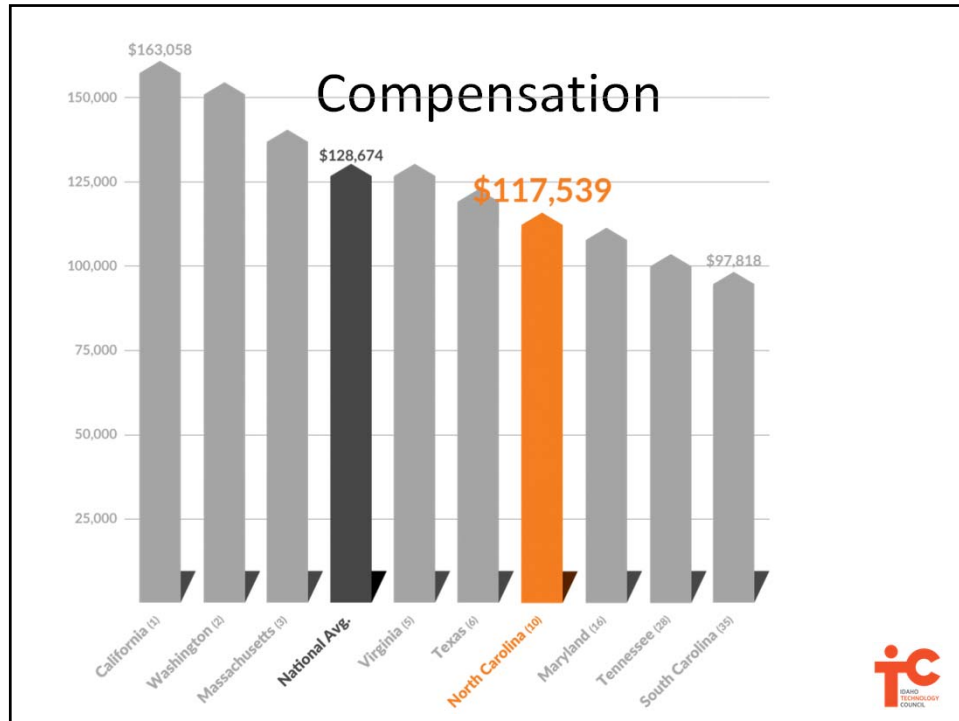
Renewables and Clean Energy Diversify

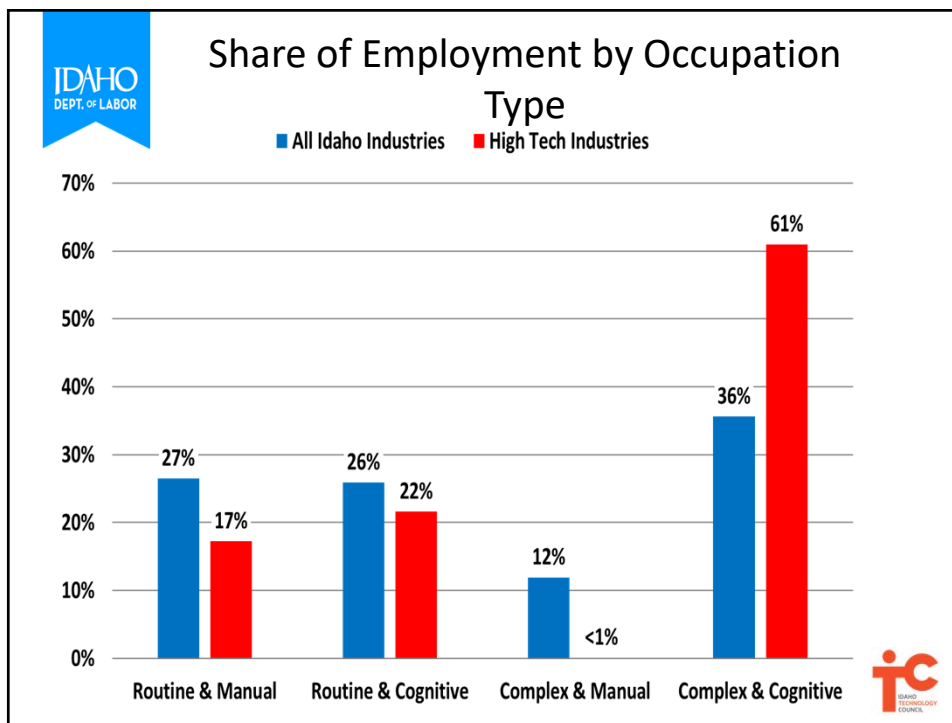
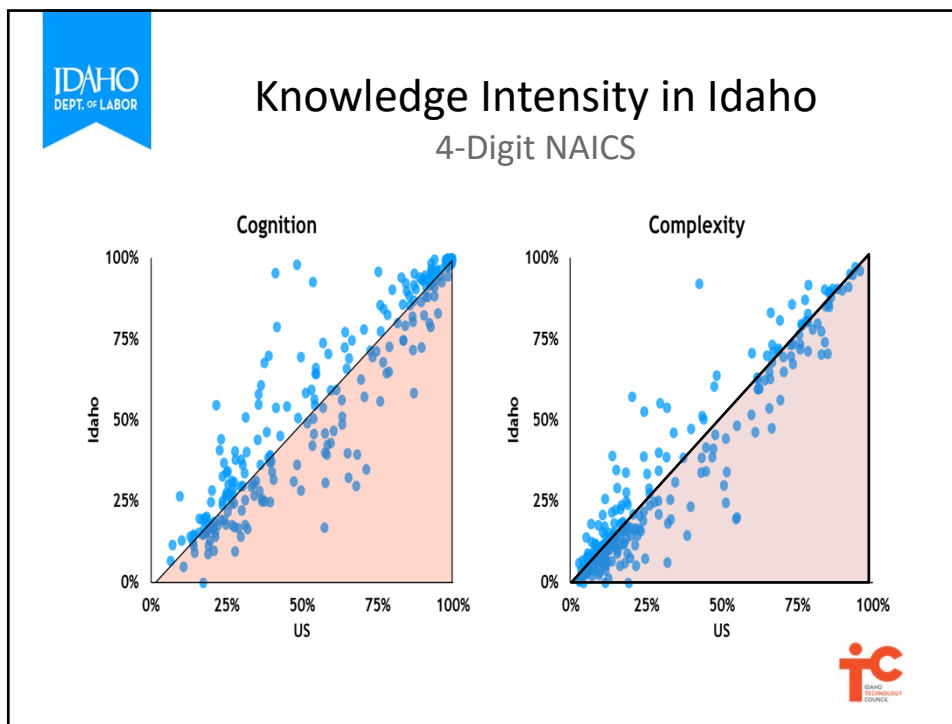


Idaho kNOWledge Report

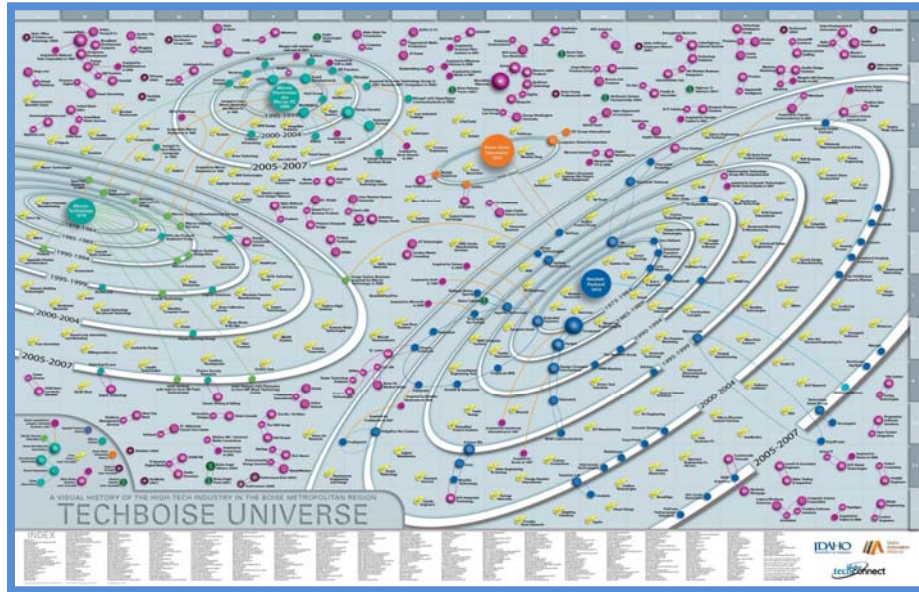
- <http://ncstir.com>







Boise Tech Universe



Battelle
The Business of Innovation

FINAL REPORT

© 2006 Battelle Memorial Institute

science

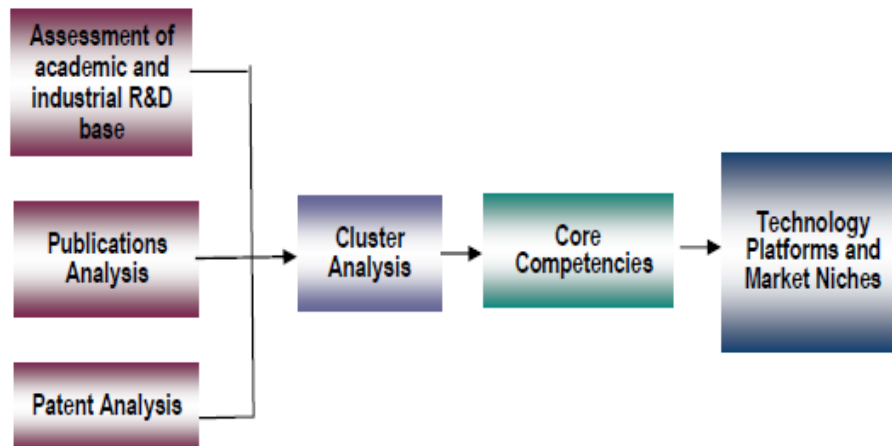
IDAHO'S TECHNOLOGY PLATFORMS:
BUILDING ON THE STATE'S
CORE COMPETENCIES

PREPARED FOR:
Idaho Commerce and Labor

PREPARED BY:
Battelle
Technology Partnership Practice

November 2006

Figure ES-2: Methodology



Battelle
The Business of Innovation

ii

Idaho Core Competencies

Power/Energy

Agricultural/Biosciences

New Materials/Nanotechnology

Imaging

Relevant Clusters

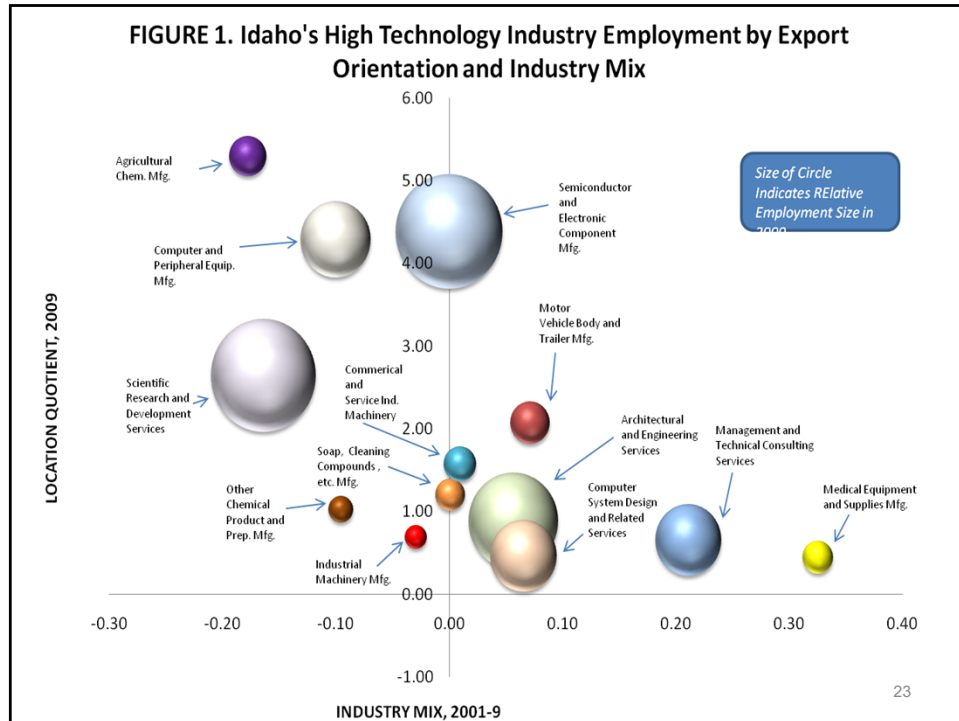
Alternative energy and fuels (High)
Engines and related devices (Medium)
Sensors, voltage regulators, and related electrical instruments (Low)
Thermal devices (Low)

Ag-Bioscience (High)
Biochemistry/molecular biology (High)
Biomedical (High)
Climatology and earth sciences (Medium)

Advanced materials coatings & related applications (High)
Metallochemistry & powder metallurgy (High)
Semiconductors, memory & other computer components (Medium)

Imaging (High)

From Research Clusters to Core Competencies



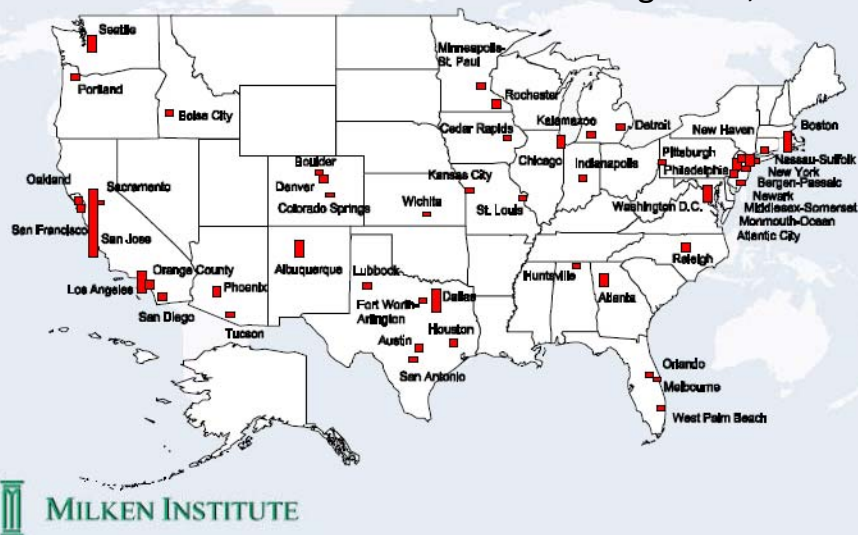
**Kauffman Foundation–The Foundation of
Entrepreneurship. Benchmarking
Economic Transformation in the United States**

2008 Ranking	2008 Score	State	1999 Rank	2001 Rank	2007 Rank	Change From 2002	2007
• 26.	55.6	Idaho	23	20	24	-6	-2
• 2	81.9	Washington	4	4	4	2	2
• 12	67.7	Utah	6	16	12	4	0
• 15	63.8	Oregon	15	13	17	-2	2
• 20	60	Arizona	10	15	22	-5	2
• 25	56.7	Nevada	21	31	27	6	2
• 40	46	Montana	46	41	42	1	2
• 50	29.9	Mississippi	50	50	49	0	-1

www.kauffman.org

Milken Institute Tech Poles

Composite Index August 11, 1999



Milken institute

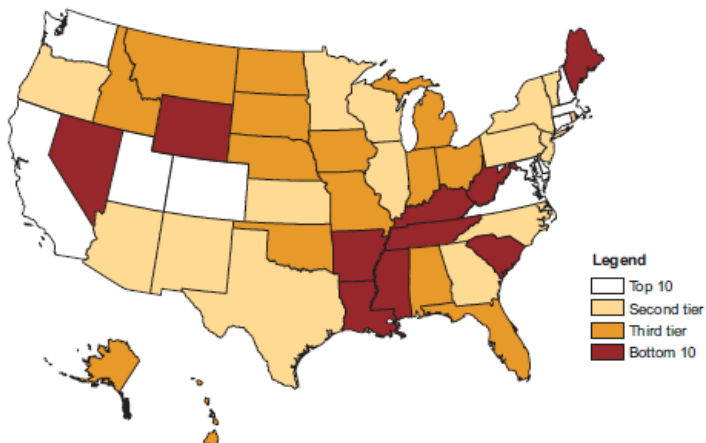
*North America's High-Tech Economy: The
Geography of Knowledge-Based
Industries*

2007 rankings: Idaho (BOISE) was not mentioned.



State Technology and Science Index 2010 Milken institute, January 2011

Figure 1. State Technology and Science Index Map
2010



MANUFACTURING JOBS IN U. S.

PRIVATE JOBS

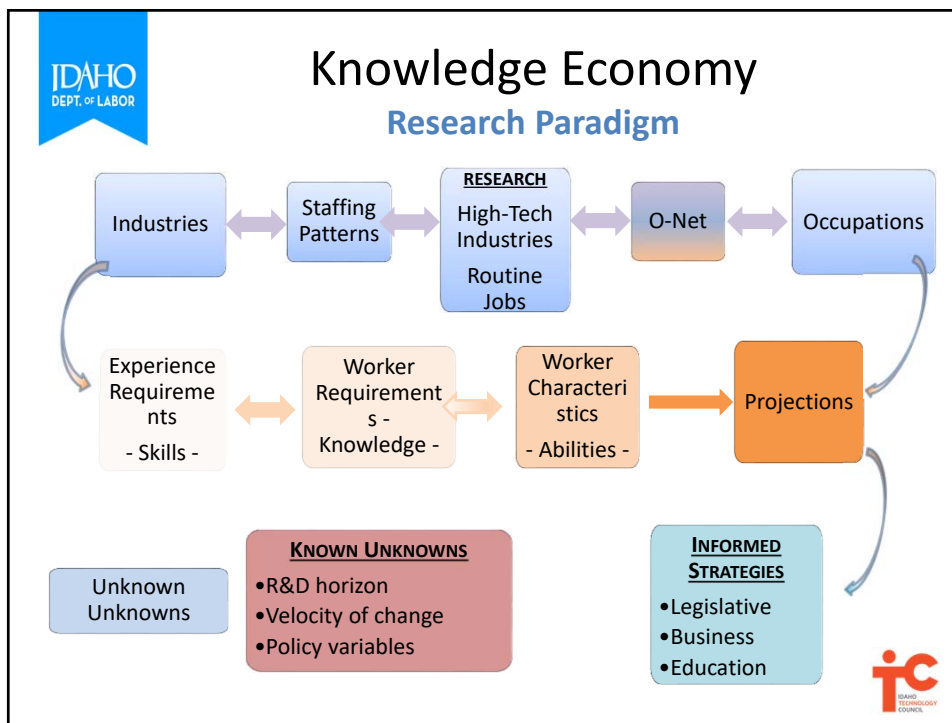
- 1960 15 million
- 2010 11.5 million

GOVERNMENT JOBS

- 1960 8.7 million
- 2010 22.5 million

Source: Wall Street Journal

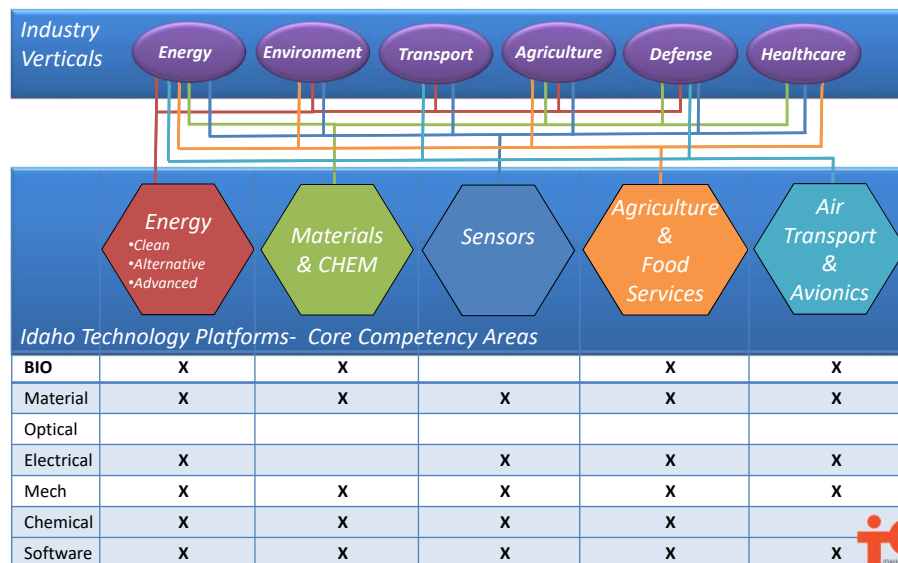
IDAHO TECHNOLOGY
COUNCIL



Idaho kNOWledge Report



Idaho Technology Platforms with Innovation Clusters



March 26, 2009 - MA

Note: "X" indicates known existing research capabilities in Idaho



Idaho kNOWledge Report

- Idaho has the second-fastest growing tech sector in the nation!
- Fastest growing Software Industry as a percent of state GDP

IDAHO TECHNOLOGY
COUNCIL

33

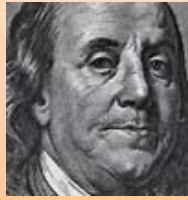


Idaho kNOWledge Report a dashboard to help IWDC and Industry to gain synergies



**Idaho kNOWledge Report will Drive
Industry**

“Drive thy business or it will
drive thee.”



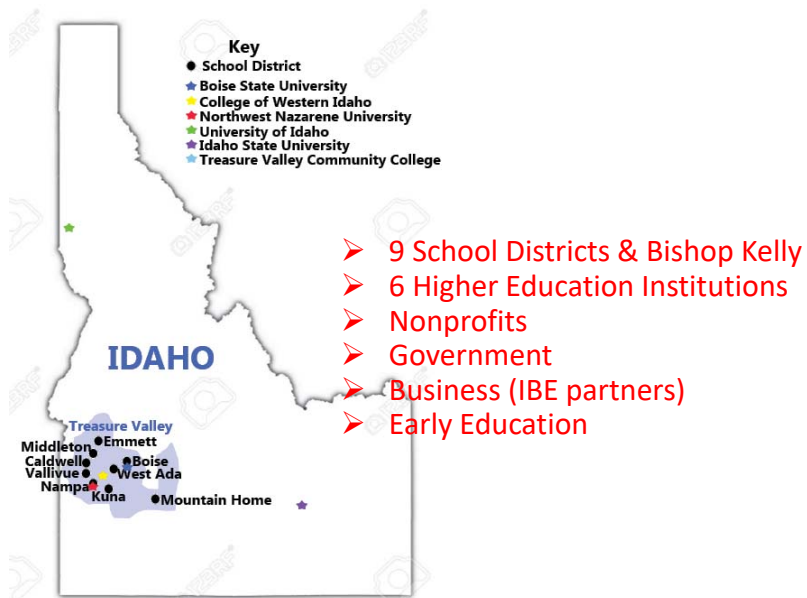
-Benjamin Franklin





- ✓ Connect the community
- ✓ Address local education needs
- ✓ Create a shared vision for change
- ✓ Align resources
- ✓ Field test practices (that can be scaled)
- ✓ Use data as a flashlight to guide efforts/track progress
- ✓ Empower students!

TVEP's Footprint



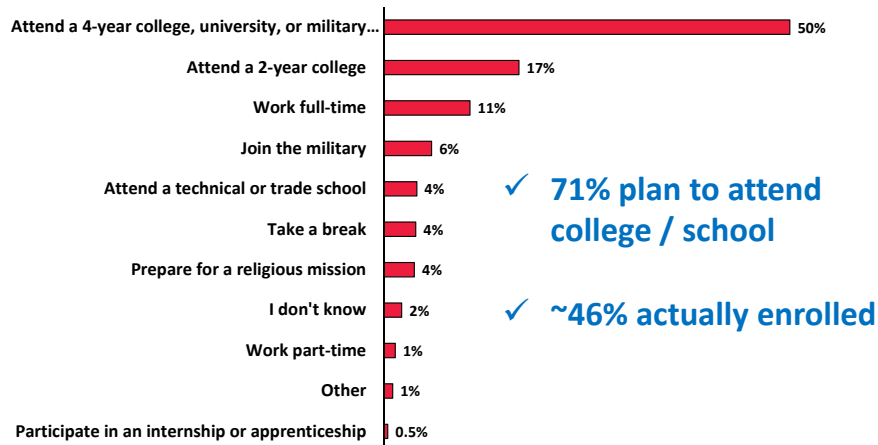


Beyond High School Working Group: Senior Exit Survey

Class of 2015	Class of 2016	Class of 2017
3,368 total responses	5,433 total responses	3,546 total responses
55% completion rate from participating schools	75% completion rate from participating schools	77% completion rate from participating schools
6 districts and Bishop Kelly High	All 9 districts and Bishop Kelly High	8 districts Bishop Kelly High (West Ada did not participate)

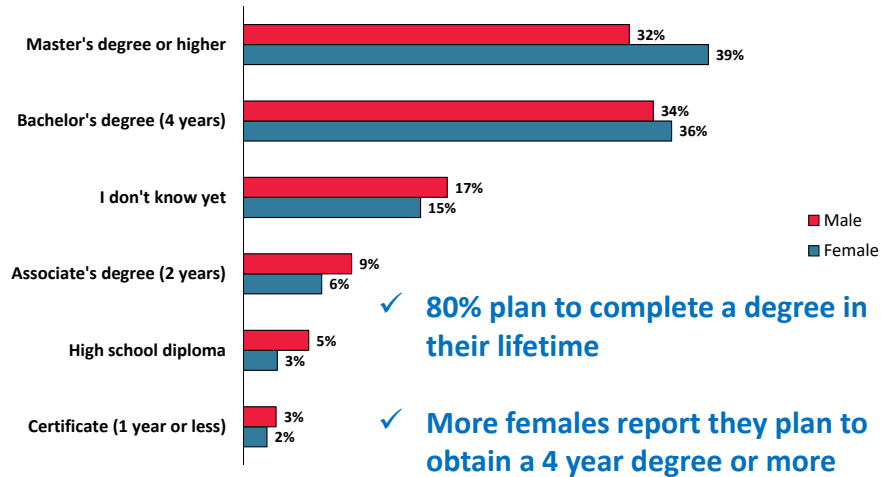
Students' Fall Plans

Which of the following BEST describes your plans
after high school (Fall 2017)? (n = 3,537)



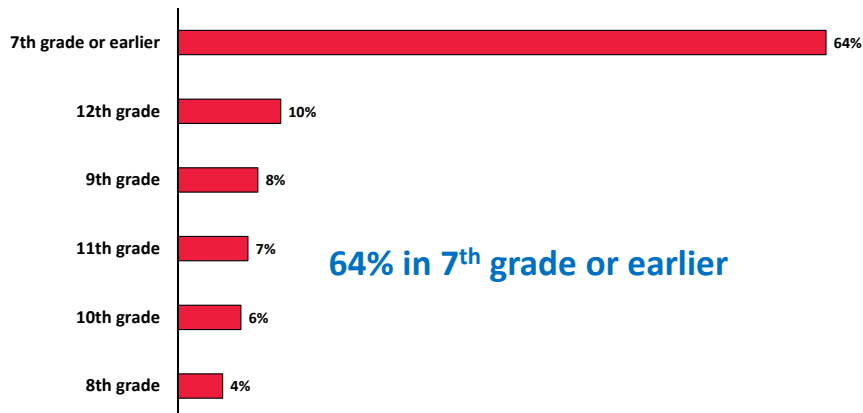
Lifetime Education Goals

What is the highest level of education you plan to complete in your lifetime? (n = 3,405)



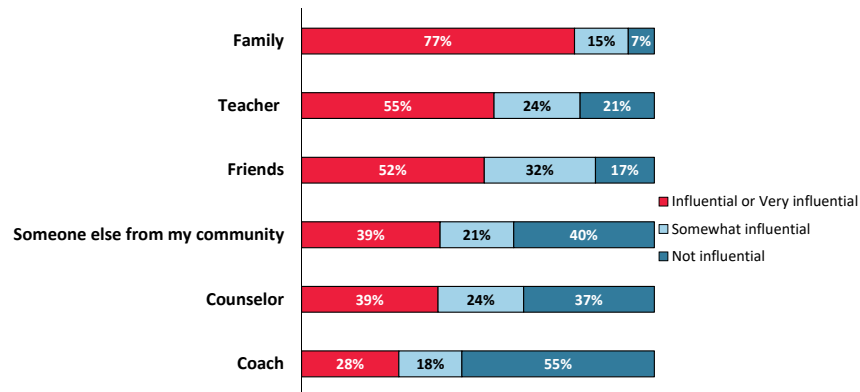
Deciding To Go On

When did you decide you were going to continue your education after high school? (n = 2,441)



Influential People

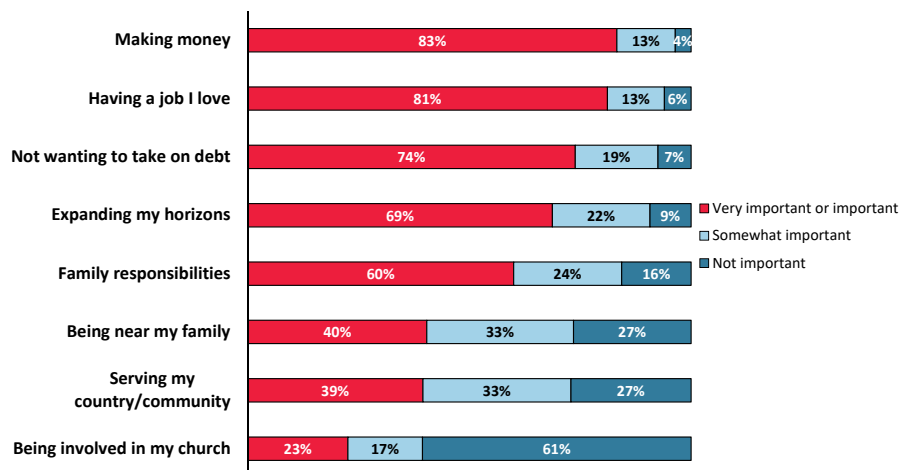
When deciding what to do after high school how influential were the following people? (n = 3,513)



"Other" answers fell mostly into the provided categories, except n=41 indicated "self" or "personal goal".

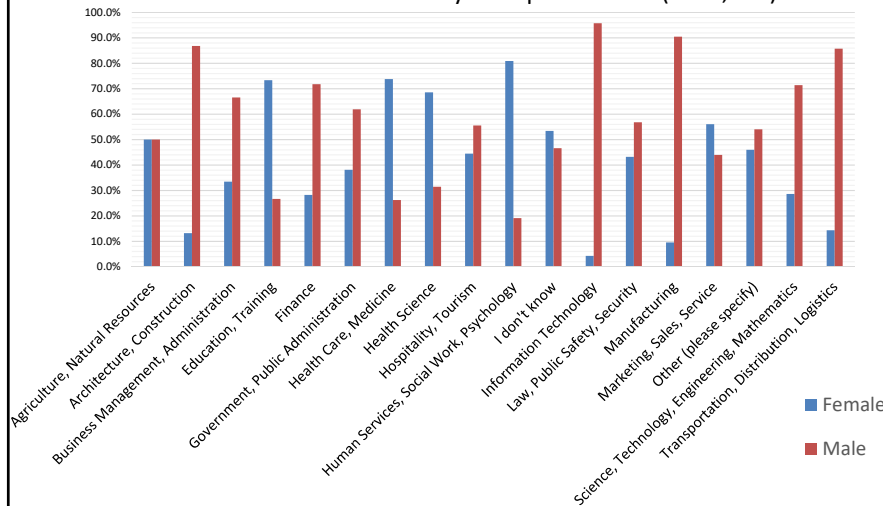
Important Factors

How important were the following factors when you were deciding what to do after high school? (n = 3,485)



Career Fields of Interest

In what career field do you hope to work? (n = 3,475)



Key Take-Aways

- Discrepancy between what students' report they plan to do and what they actually do in the fall
- 80% plan on some form of postsecondary education in their lifetime
- Hispanic students are ~ 2x more likely to report the highest level of education they plan to complete is a certificate or two year degree
- 76% are making their education decisions before 9th grade
 - Hispanic students report they are making this decision later
- 77% identified their family as the primary influencer



Future Opportunities

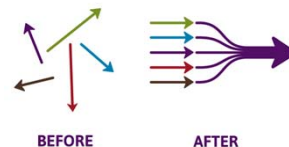
- Continue to collect actionable data to help inform TVEP working groups, schools and policy
- Utilize student data to target interventions, supports and messaging
- Potential to implement statewide and analyze trends
- Deeper analysis of current data (year over year findings, cross tabs, comparisons, etc.)

University of Idaho
McClure Center for Public Policy Research



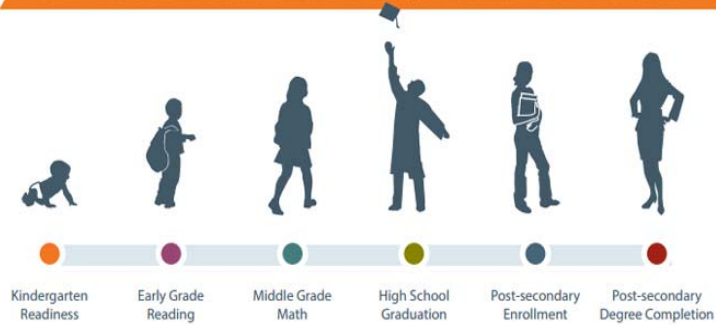
Beyond High School Working Group: What's next?

- Implement Senior Exit Survey in 2018
- Assess workforce development landscape
 - Review local/national better practices
 - Create common definitions
 - Look for opportunities to align
- Co-create strategies (industry and education partnerships with a career readiness focus)



Questions?

IMPROVING EDUCATION OUTCOMES, FROM CRADLE TO CAREER



Jessica Ruehrwein, Executive Director
jruehrwein@idahotvep.org
208-364-4609

WORK SESSION FEBRUARY 14, 2018

Idaho Secondary Counselor Perspectives on Their Work and on Their Students
Jean M. Henscheid, Ph.D.
OSBE Principal Policy Analyst
1.31.18

In late December 2017, Idaho State Board of Education staff members worked with leadership from the Idaho School Counselors Association (ISCA) to design and administer a survey to all association members and all other secondary counselors in the State Board's scholarship database. In total, emails with a link to the online survey were successfully sent to 632 counselors. By the end of January 2018, 180 responses had been received for a 28% response rate. This exceeded the 10% minimum acceptable response rate for policy analyses. The intent of the survey was to gather counselor input on their work and on their students with a focus on informing the state's efforts to support the college and career readiness responsibilities of secondary counselors. This report highlights findings from that survey.

Key Findings

Counselor work. Idaho secondary counselors report that supporting students in planning and preparing for college and careers is the fastest growing aspect of their work. Eighty five percent of respondents report that it has grown "some" to "a great deal" in the past three years. Nearly as many counselors report a similar increase in helping school principals identify and resolve student issues, needs and problems and in providing individual and small-group counseling services to students. While helping students plan and prepare for life after high school is a high priority for counselors, they would welcome additional professional development opportunities to do this and related work.

Perspectives on students. Idaho secondary counselors report that new state policies (i.e. state funded Advanced Opportunities, Direct Admissions, Apply Idaho) are making at least some positive impact on student motivation and college and career readiness and making a positive impact on the college-going culture among students and their families. Fewer respondents, but still a sizeable percentage, believe that these policies are motivating students who are on the fence about continuing their educations after high school. Counselors worry about "selling" a costly post-high school education to their non-affluent students. They are also concerned that there is never enough time in their days to meet their students' academic, social, and emotional needs.

Respondent characteristics

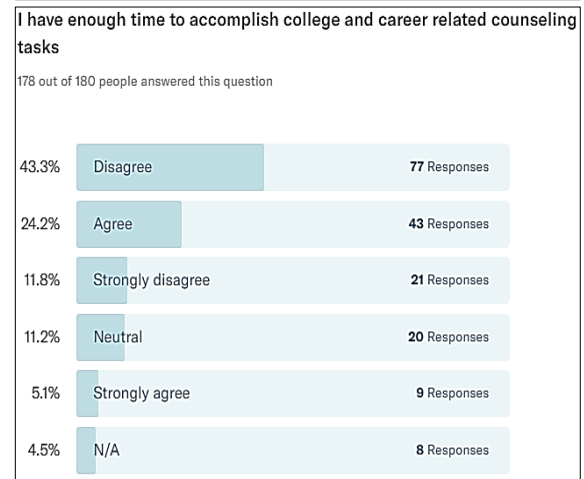
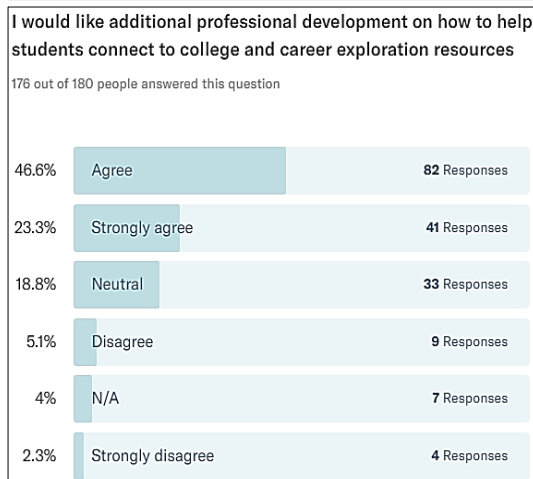
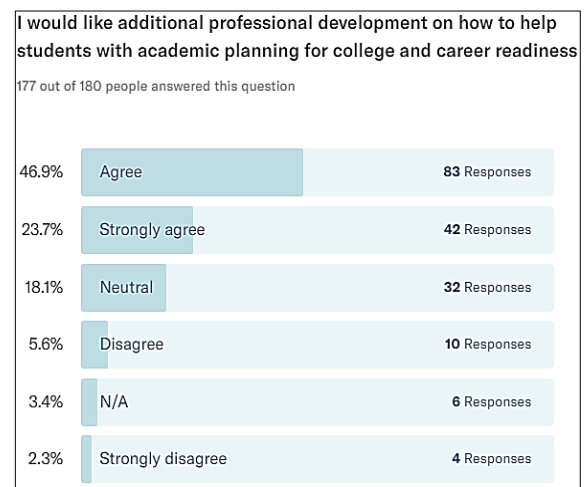
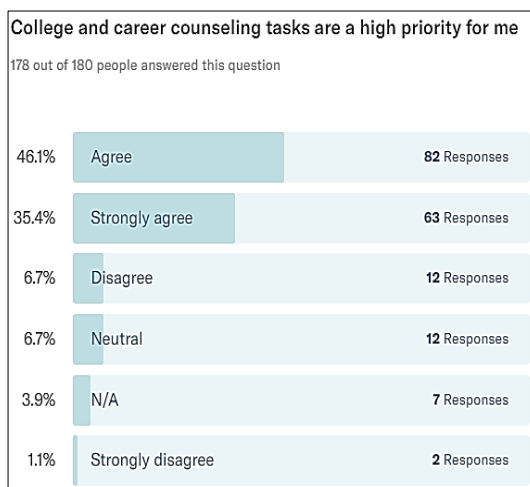
- 78% female
- 94% with master's or educational specialist degrees or higher
- 61% with master's degrees in counseling
- 65% with five or more years of experience in school counseling
- One quarter with more than 10 years experience in school counseling

WORK SESSION FEBRUARY 14, 2018

Percentage of counselors reporting these duties have increased “a great deal” over the past three years (top four responses).

- Working with individual students on high school learning plans, eighth grade learning plans, and/or academic program planning (48.3%)
- Helping the school principal identify and resolve student issues, needs and problems (45%)
- Providing individual and small-group counseling services to students (45%)
- Coordinating cognitive, aptitude and achievement testing (i.e. SAT, PSAT, ACT, CLEP) (38.3%)

Counselor Work



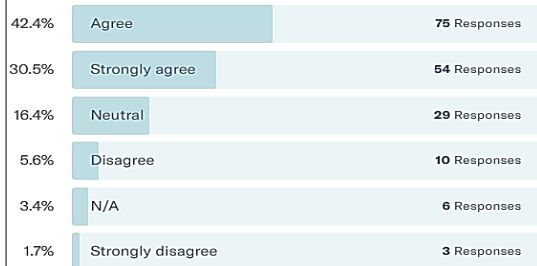
“I would like some fresh ideas about promoting a college going culture - I would like to look at other schools' college/career readiness plans to know what other schools are doing to help their kids. What are some best practices going on around the state?

Creating a center for that dialog would be great!”

WORK SESSION FEBRUARY 14, 2018

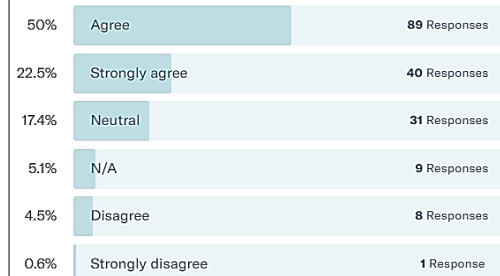
I would like additional professional development on how to encourage students' college aspirations, including implementing strategies for building and strengthening my school and community's college-going culture

177 out of 180 people answered this question



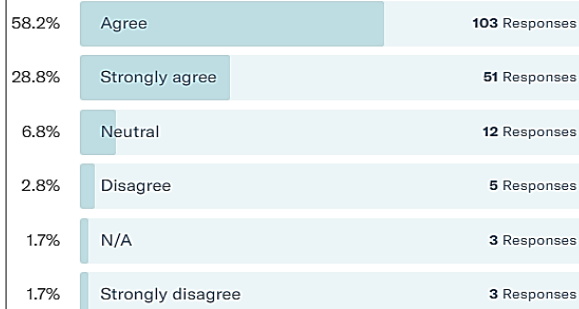
I would like additional professional development on helping students make a successful transition from high school to college enrollment or career

178 out of 180 people answered this question



I would like additional professional development on career and technical education opportunities for students

177 out of 180 people answered this question

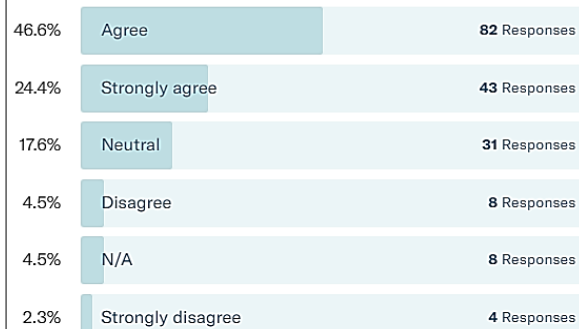


“We need many more opportunities for students to experience the CTE occupations and education that dominates the workforce. We need to do more to focus our students on the real and exciting opportunities that are available with a CTE degree or certification.”

“Money is one of the big issues for students who would like to pursue more education. I don't know what the answer to that is; but it is a big obstacle.”

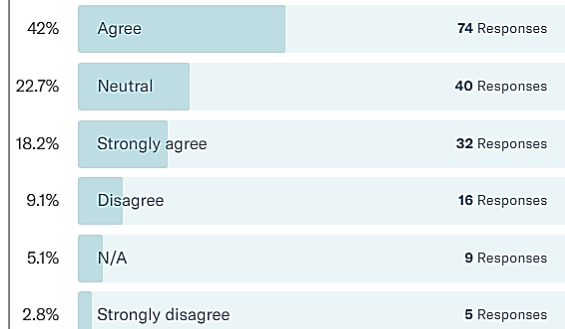
I would like additional professional development on how to help students with college affordability planning

176 out of 180 people answered this question



I would like additional professional development on how to help students and their families with college admission processes

176 out of 180 people answered this question

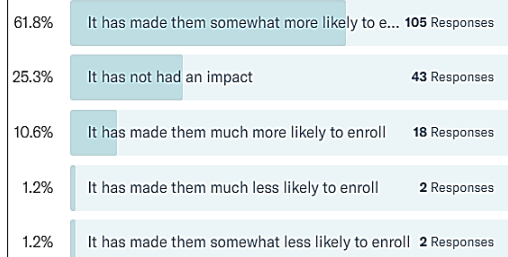


“Having the college and career advisor has done wonders for our college going rate. Our school has such a high need for actual mental health counseling that having the college and career advisor has freed us up to do more of the mental health side.”

Perspectives on Students

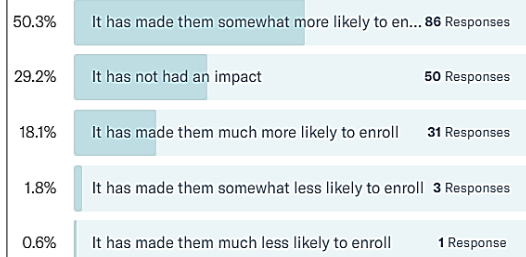
How much of an impact has the Direct Admissions letter had on the motivation to enroll in college among students who you believe have been on the fence about continuing their education after high school

170 out of 180 people answered this question



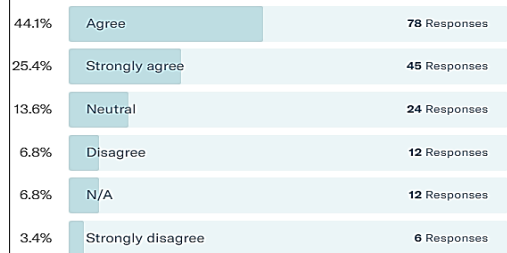
How much of an impact has the Apply Idaho process had on the motivation to enroll in college among students who you believe have been on the fence about continuing their education after high school

171 out of 180 people answered this question



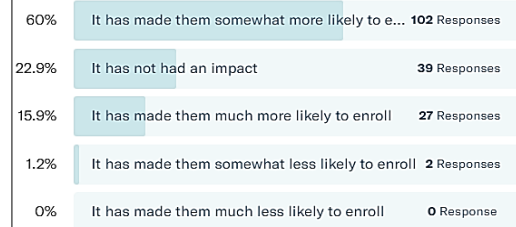
How strongly do you agree with this statement? Overall, Advanced Opportunities funding for students to enroll in dual credit, IB, and AP is making a positive impact on the college and career readiness of our students

177 out of 180 people answered this question



How much of an impact has completing at least one academic dual credit course had on the motivation to enroll in college among students who you believe have been on the fence about continuing their education after high school

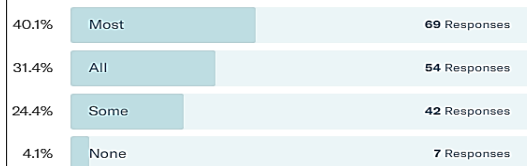
170 out of 179 people answered this question



- Less than 30% of counselors say that most students who complete an academic dual credit courses are better prepared for college-level work. Another 45% say some students are better prepared.
- Nearly half of counselors say that most students who complete a CTE dual credit course are better prepared for their careers.

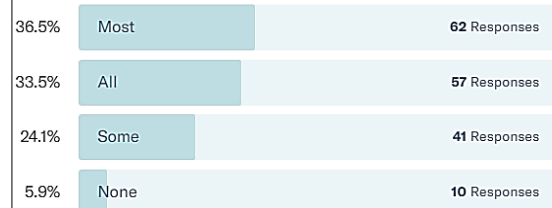
How many of your students are aware of the benefits and risks of participating in dual credit, IB, or AP (e.g. possible impact on college financial aid, implications for college G.P.A. and transferability of credits)

172 out of 180 people answered this question



How many of your students receive individualized advising from a counselor when selecting and registering for dual credit, IB, or AP

170 out of 180 people answered this question



- 72% of counselors say the Opportunity Scholarship motivates students on the fence about continuing their educations after high school to enroll.

[Students'] "own mindset of either being smart or less gets in the way of finding their way in a positive manner."

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TAB	DESCRIPTION	ACTION
1	DEVELOPMENTS IN K-12 EDUCATION	Information Item
2	EVERY STUDENT SUCCEEDS ACT – CONSOLIDATED STATE PLAN AMENDMENTS	Motion to Approve
3	EDUCATOR CERTIFICATION - PRAXIS II CONTENT AREA CUT SCORES	Motion to Approve
4	SCHOOL COUNSELOR EVALUATION	Motion to Approve
5	INSTRUCTIONAL STAFF CERTIFICATE - DANCE ENDORSEMENT	Motion to Approve

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**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

SUBJECT

Developments in K-12 Education

BACKGROUND/DISCUSSION

Sherri Ybarra, Superintendent of Public Instruction, will share developments in K-12 education with the Board, including:

- Certification Look Up Tool

ATTACHMENTS

Attachment 1 – Certification Look Up Tool

Page 3

BOARD ACTION

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

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Certification Lookup Tool

District access to the following information regarding certified individuals:

- Certification status
- Professional endorsement status
- Any past violations of the Idaho Code of Ethics
- Application status
- Endorsement information, which includes assignments that can be taught with current endorsements
- Contract information

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**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

SUBJECT

Every Student Succeeds Act Consolidated State Plan

REFERENCE

December 2015	The Board was updated on the status of the Every Student Succeeds Act and the process the Department will conduct in bringing forward to the Board a new Federal Consolidated State Plan.
August 2016	Board received recommendations from the Accountability Oversight Committee on a new state accountability system. The Board approved the proposed rule setting out the new accountability framework that will be used for both state and federal accountability.
November 2016	Board approved pending rule creating the new statewide accountability system based on the Governor's K-12 Task Force recommendations, Accountability Oversight Committee Recommendations and public input gathered by staff through public forums held around the state.
April 2016	Board received an update on the work of the Board's Teacher Pipeline Workgroup and preliminary recommendation for developing and supporting effective teachers in Idaho.
June 2017	Board received an update on Idaho's Consolidated State Plan and provided input and feedback.
August 2017	Board approved Idaho's Consolidated Plan and its submission to the US Department of Education.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.AA. Accountability Oversight Committee
Section 33-110, Idaho Code – Agency to Negotiate, and Accept, Federal Assistance
Idaho Administrative code, IDAPA 08.02.03 – Section 111, Assessment in the Public Schools; IDAPA 08.02.03 – Section 112, Accountability

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective A, Access, Objective C, Higher Level of Educational Attainment, and Objective D, Quality Education.
Goal 3: Data-informed Decision Making, Objective A, Data Access and Transparency.
Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

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BACKGROUND/DISCUSSION

On December 10, 2015, the Every Student Succeeds Act (ESSA) was signed into law, reauthorizing the Elementary and Secondary Education Act (ESEA) for the first time since 2001. This reauthorization replaces the system of ESEA Waivers that states had been submitting to the US Department of Education (USDOE) since No Child Left Behind expired in 2014.

ESSA requires each state to submit a consolidated plan to the USDOE to reapply to federal education funds and explain to the USDOE how the state will be in compliance with ESSA. The first deadline for plan submission was in April 2017, and the second deadline was in September 2017. The required components of Idaho's consolidated plan have gone through several changes as Obama-era regulations were finalized and then repealed by the Trump administration, which has also released new guidance to states.

The State Department of Education (Department) brought the draft consolidated plan to the State Board of Education (Board) for preliminary discussion in June. In July, the department continued to seek public input through a final public comment period. During this time, the Department continued to receive feedback from the USDOE and monitored how plans submitted by other states were assessed by federal peer reviewers and USDOE staff. These discussions led to several substantive changes in Idaho's final plan.

The board approved Idaho's Consolidated Plan on August 10, 2017, and the plan was submitted to USDOE on September 16, 2017, signed by Superintendent Ybarra, Board President Clark, and Governor Otter. On December 28, 2017, representatives from the Department and the Board joined USDOE representatives on a conference call to receive feedback on the submitted plan. The USDOE shared the desire to see several technical corrections and additional detail added to Idaho's state plan.

Within the USDOE's feedback, three (3) issues emerged as items of discussion as the plan was revised. Those were the state's N-size for school accountability, how the student engagement survey would be used in identification of schools, and how Idaho would ensure that both the achievement indicator and other academic indicator would be used for identification for every school.

Since then, the representatives from the Department and the Board have collected feedback on those three most significant items while Department staff have made technical edits. Feedback events included a meeting with stakeholders on January 8, 2018 and a webinar on January 18, 2018. Department and Board representatives met twice to review progress – on January 16, 2018 and January 24, 2018. On January 29, 2018, the revised "redline" version of the plan was finalized for approval by the Board.

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IMPACT

Idaho's consolidated plan must be approved by USDOE in order for Idaho to receive approximately \$82 million from the federal government to support public K-12 education. Approval by the Board, as the State Educational Agency will allow the plan to be resubmitted to USDOE.

ATTACHMENTS

Attachment 1 - Every Student Succeeds Act Consolidated State Plan	Page 5
Attachment 2 - N Size Analysis for ESSA Feedback	Page 123
Attachment 3 - Accountability Options Survey Responses and Comments	Page 124
Attachment 4 – List of requested corrections/amendments	Page 128

STAFF COMMENTS AND RECOMMENDATIONS

Section 33-110, Idaho Code designates the State Board of Education as the State Educational Agency (SEA) and authorizes the Board to negotiate with the federal government, and to accept financial or other assistance to further the cause of education. The Elementary Secondary Education Act as reauthorized by the Every Student Succeeds Act (ESSA) of 2015 requires each state's SEA to submit plans outlining how they will meet the requirements of ESSA to be eligible for the federal funding attached to the requirements. States were allowed to submit individual plans for each Title contained in the law or they had the option to submit a single consolidated plan. Idaho, like most states, submitted a single consolidated plan. The Board approved Idaho's Consolidated State Plan at the August 2017 Board meeting.

Following the initial submittal of Idaho's Consolidated State Plan, USDOE provided feedback to the Department of Education in late December, requesting amendments be made to add more specificity in some areas and to bring the plan into alignment with all of the provisions of ESSA in other areas, along with additional technical changes. In addition to adding greater clarification of the original plan provisions, substantive changes include:

- A single defined N size for all indicators used – the new proposed N-size is $N \geq 20$
- Identifying baseline, long-term goals, and interim targets for all subgroups
- Both ISAT proficiency and growth must be used as academic achievement indicators, not either/or. This change is in alignment with the requirements in IDAPA 08.02.03.
- The 4 year adjusted cohort graduation rate must be used. This change is in alignment the requirements in IDAPA 08.02.03.

A complete list of the requested changes from the USDOE is listed in Attachment 4. Due to the late submittal of the plan Board staff were unable to review and provide a complete summary of amendments.

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BOARD ACTION

I move to approve revisions to Idaho's Every Student Succeeds Act Consolidated Plan and to authorize the Department of Education to submit the plan to the U.S. Department of Education on behalf of the State Board of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Idaho's Consolidated State Plan

IDAHO STATE DEPARTMENT OF EDUCATION
IDAHO STATE BOARD OF EDUCATION

650 W STATE STREET, 2ND FLOOR
BOISE, IDAHO 83702

(208) 332 6800

WWW.SDE.IDAHO.GOV/TOPICS/CONSOLIDATED-PLAN

Idaho's Consolidated State Plan

The Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act

~~August 10, 2017~~ February 15, 2018

Revised Final

INTRODUCTION

Section 8302 of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA),¹ requires the Secretary to establish procedures and criteria under which, after consultation with the Governor, a State educational agency (SEA) may submit a consolidated State plan designed to simplify the application requirements and reduce burden for SEAs. ESEA section 8302 also requires the Secretary to establish the descriptions, information, assurances, and other material required to be included in a consolidated State plan. Even though an SEA submits only the required information in its consolidated State plan, an SEA must still meet all ESEA requirements for each included program. In its consolidated State plan, each SEA may, but is not required to, include supplemental information such as its overall vision for improving outcomes for all students and its efforts to consult with and engage stakeholders when developing its consolidated State plan.

COMPLETING AND SUBMITTING A CONSOLIDATED STATE PLAN

Each SEA must address all of the requirements identified below for the programs that it chooses to include in its consolidated State plan. An SEA must use this template or a format that includes the required elements and that the State has developed working with the Council of Chief State School Officers (CCSSO).

Each SEA must submit to the U.S. Department of Education (Department) its consolidated State plan by one of the following two deadlines of the SEA's choice:

- **April 3, 2017;** or
- **September 18, 2017.**

Any plan that is received after April 3, but on or before September 18, 2017, will be considered to be submitted on September 18, 2017.

Alternative Template

If an SEA does not use this template, it must:

1. Include the information on the Cover Sheet;
2. Include a table of contents or guide that clearly indicates where the SEA has addressed each requirement in its consolidated State plan;
3. Indicate that the SEA worked through CCSSO in developing its own template; and
4. Include the required information regarding equitable access to, and participation in, the programs included in its consolidated State plan as required by section 427 of the General Education Provisions Act. See Appendix C.

¹ Unless otherwise indicated, citations to the ESEA refer to the ESEA, as amended by ESSA.

Individual Program State Plan

An SEA may submit an individual program State plan that meets all applicable statutory and regulatory requirements for any program that it chooses not to include in a consolidated State plan. If an SEA intends to submit an individual program plan for any program, the SEA must submit the individual program plan by one of the dates above, in concert with its consolidated State plan, if applicable.

Consultation

Under ESEA section 8540, each SEA must consult in a timely and meaningful manner with the Governor or appropriate officials from the Governor's office, including during the development and prior to submission of its consolidated State plan to the Department. A Governor shall have 30 days prior to the SEA submitting the consolidated State plan to the Secretary to sign the consolidated State plan. If the Governor has not signed the plan within 30 days of delivery by the SEA, the SEA shall submit the plan to the Department without such signature.

Assurances

In order to receive fiscal year (FY) 2017 ESEA funds on July 1, 2017, for the programs that may be included in a consolidated State plan, and consistent with ESEA section 8302, each SEA must also submit a comprehensive set of assurances to the Department at a date and time established by the Secretary. In the near future, the Department will publish an information collection request that details these assurances.

For Further Information:

If you have any questions, please contact your Program Officer at [OSS.\[State\]@ed.gov](mailto:OSS.[State]@ed.gov) (e.g., OSS.Alabama@ed.gov).

**STATE DEPARTMENT OF EDUCATION
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COVER PAGE

Contact Information and Signatures

SEA Contact (Name and Position):

Sherri Ybarra, State Superintendent of
Public Instruction
(208) 332-6815
sybarra@sde.idaho.gov

Dr. Linda Clark, President, Idaho State
Board of Education
(208) 334-2270
clarklindaaid@gmail.com

Idaho State Department of Education
PO Box 83720
Boise ID 83720

By signing this document, I assure that: To the best of my knowledge and belief, all information and data included in this plan are true and correct.

The SEA will submit a comprehensive set of assurances at a date and time established by the Secretary, including the assurances in ESEA section 8304.

Consistent with ESEA section 8302(b)(3), the SEA will meet the requirements of ESEA sections 1117 and 8501 regarding the participation of private school children and teachers.

Authorized SEA Representative (Printed Name)

Superintendent Sherri Ybarra
(208) 332-6815

Printed Name:

Dr. Linda Clark, President, Idaho State
Board of Education
(208) 334-2270

Printed Name:

Signature of Authorized SEA Representatives

Superintendent Sherri Ybarra

Signature and Date:

Dr. Linda Clark, President, Idaho State
Board of Education

Signature and Date:

Governor (Printed Name)

C.L. "Butch" Otter

Date SEA provided plan to the Governor
under ESEA section 8540:

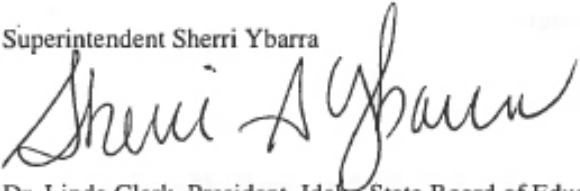

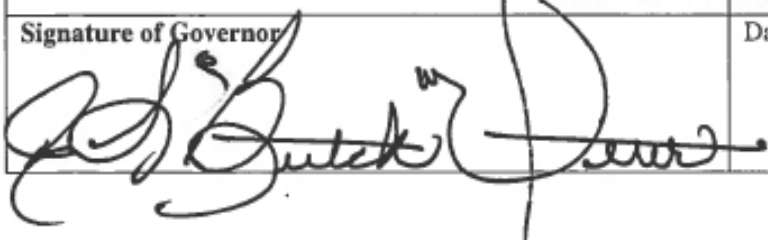
Signature of Governor

C.L. "Butch" Otter

Signature and Date:

**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

Cover Page

Contact Information and Signatures	
SEA Contact (Name and Position): Sherri Ybarra, State Superintendent of Public Instruction Dr. Linda Clark, President, Idaho State Board of Education	Telephone: (208) 332-6815 (208) 334-2270
Mailing Address: Idaho State Department of Education PO Box 83720 Boise ID 83720	Email Address: sybarra@sde.idaho.gov clarklinda@gmail.com
<p>By signing this document, I assure that: To the best of my knowledge and belief, all information and data included in this plan are true and correct. The SEA will submit a comprehensive set of assurances at a date and time established by the Secretary, including the assurances in ESEA section 8304. Consistent with ESEA section 8302(b)(3), the SEA will meet the requirements of ESEA sections 1117 and 8501 regarding the participation of private school children and teachers.</p>	
Authorized SEA Representative (Printed Name) Superintendent Sherri Ybarra Dr. Linda Clark, President, Idaho State Board of Education	Telephone: (208) 332-6815 (208) 334-2270
Signature of Authorized SEA Representatives Superintendent Sherri Ybarra  Dr. Linda Clark, President, Idaho State Board of Education 	Date: 8-16-17 8-16-17
Governor (Printed Name) C.L. "Butch" Otter	Date SEA provided plan to the Governor under ESEA section 8540: 8-16-17
Signature of Governor 	Date: 9-13-17

PROGRAMS INCLUDED IN THE CONSOLIDATED STATE PLAN

Instructions

Indicate below by checking the appropriate box(es) which programs the SEA included in its consolidated State plan. If an SEA elected not to include one or more of the programs below in its consolidated State plan, but is eligible and wishes to receive funds under the program(s), it must submit individual program plans for those programs that meet all statutory and regulatory requirements with its consolidated State plan in a single submission.

☒ Check this box if the SEA has included all of the following programs in its consolidated State plan.

Or

If all programs are not included, check each program listed below that the SEA includes in its consolidated State plan:

- ☐ Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies
- ☐ Title I, Part C: Education of Migratory Children
- ☐ Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk
- ☐ Title II, Part A: Supporting Effective Instruction
- ☐ Title III, Part A: English Language Acquisition, Language Enhancement, and Academic Achievement
- ☐ Title IV, Part A: Student Support and Academic Enrichment Grants
- ☐ Title IV, Part B: 21st Century Community Learning Centers
- ☐ Title V, Part B, Subpart 2: Rural and Low-Income School Program
- ☐ Title VII, Subpart B of the McKinney-Vento Homeless Assistance Act: Education for Homeless Children and Youth Program (McKinney-Vento Act)

Instructions

Each SEA must provide descriptions and other information that address each requirement listed below for the programs included in its consolidated State plan. Consistent with ESEA section 8302, the Secretary has determined that the following requirements are absolutely necessary for consideration of a consolidated State plan. An SEA may add descriptions or other information, but may not omit any of the required descriptions or information for each included program.

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FEBRUARY 14, 2018**

A. Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies (LEAs)

1. Challenging State Academic Standards and Assessments (*ESEA section 1111(b)(1) and (2) and 34 CFR §§ 200.1–200.8.*)²

2. Eighth Grade Math Exception (*ESEA section 1111(b)(2)(C) and 34 CFR § 200.5(b)(4)*):

- i. Does the State administer an end-of-course mathematics assessment to meet the requirements under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA?
☐ Yes
☒ No
- ii. If a State responds “yes” to question 2(i), does the State wish to exempt an eighth-grade student who takes the high school mathematics course associated with the end-of-course assessment from the mathematics assessment typically administered in eighth grade under section 1111(b)(2)(B)(v)(I)(aa) of the ESEA and ensure that:
 - a. The student instead takes the end-of-course mathematics assessment the State administers to high school students under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;
 - b. The student’s performance on the high school assessment is used in the year in which the student takes the assessment for purposes of measuring academic achievement under section 1111(c)(4)(B)(i) of the ESEA and participation in assessments under section 1111(c)(4)(E) of the ESEA;
 - c. In high school:
 - 1. The student takes a State-administered end-of-course assessment or nationally recognized high school academic assessment as defined in 34 CFR § 200.3(d) in mathematics that is more advanced than the assessment the State administers under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;
 - 2. The State provides for appropriate accommodations consistent with 34 CFR § 200.6(b) and (f); and
 - 3. The student’s performance on the more advanced mathematics assessment is used for purposes of measuring academic achievement under section 1111(c)(4)(B)(i) of the ESEA and participation in assessments under section 1111(c)(4)(E) of the ESEA.☐ Yes
☒ No
- iii. If a State responds “yes” to question 2(ii), consistent with 34 CFR § 200.5(b)(4), describe, with regard to this exception, its strategies to provide all students in the State the opportunity to be prepared for and to take advanced mathematics coursework in middle school.

Not applicable.

² The Secretary anticipates collecting relevant information consistent with the assessment peer review process in 34 CFR § 200.2(d). An SEA need not submit any information regarding challenging State academic standards and assessments at this time.

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3. **Native Language Assessments** (ESEA section 1111(b)(2)(F) and 34 CFR § 200.6(f)(2)(ii)):
- i. Provide its definition for “languages other than English that are present to a significant extent in the participating student population,” and identify the specific languages that meet that definition.

Idaho’s definition for languages other than English that are present to a significant extent in the participating student population, is a language spoken by 5% or more of all students, or 20% or more of English Learners.

Over 150 different language and dialects are native to Idaho students. To identify specific languages other than English that are present to a significant extent, we referenced our data from the SY1516 Consolidated State Performance Report, which captures the top five (5) commonly spoken languages shown in Table 1 below.

Table 1: Idaho’s top five languages spoken by ~~our~~ English Learner populations

Language	# of EL Students
Spanish	11,124
Arabic	389
Swahili	196
Somali	148
Chinese	133

Spanish is the most predominant language, representing nearly 80% of our English Language learners, ~~and just under 7% of our students in tested grade levels.~~

- ii. Identify any existing assessments in languages other than English, and specify for which grades and content areas those assessments are available.

Currently the Idaho Standards Achievement Test (ISAT) in Science, administered in grades 5 and 7, is offered in both English and Spanish. The statewide mathematics assessment, developed by Smarter Balanced and administered in grades 5-8 and high school, is offered in a Spanish/English stacked translation format. Neither the ISAT English Language Arts by Smarter Balanced or the English Language Proficiency Assessment developed by WIDA, are offered in translated versions because English language is a critical component of the measured constructs of these two required statewide assessments.

- iii. Indicate the languages identified in question 3(i) for which yearly student academic assessments are not available and are needed.

At this time, there are no other languages of origin for students that constitute a large enough percentage of the statewide student population to require additional translated versions of any Idaho Statewide assessment.

- iv. Describe how it will make every effort to develop assessments, at a minimum, in languages other than English that are present to a significant extent in the participating student population including by providing

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- a. The State's plan and timeline for developing such assessments, including a description of how it met the requirements of 34 CFR § 200.6(f)(4);
- b. A description of the process the State used to gather meaningful input on the need for assessments in languages other than English, collect and respond to public comment, and consult with educators; parents and families of English learners; students, as appropriate; and other stakeholders; and
- c. As applicable, an explanation of the reasons the State has not been able to complete the development of such assessments despite making every effort.

Not applicable.

4. **Statewide Accountability System and School Support and Improvement Activities (ESEA section 1111(c) and (d)):**

i. **Subgroups (ESEA section 1111(c)(2)):**

- a. List each major racial and ethnic group the State includes as a subgroup of students, consistent with ESEA section 1111(c)(2)(B).

Within Idaho's accountability system, all required historically underperforming subgroups are included in both federal reporting, as well as comprehensive and targeted school identifications.

- Economically disadvantaged are students with a free or reduced-price lunch status.
- English learners are those who have not yet tested as English proficient.
- Minority students include American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, ~~White~~, Hispanic or Latino.
- Students with disabilities are students that meet eligibility criteria as outlined in the Idaho Special Education Manual according to the Individuals with Disabilities Education Act (IDEA).

- b. If applicable, describe any additional subgroups of students other than the statutorily required subgroups (*i.e.*, economically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and English learners) used in the Statewide accountability system.

Not applicable.

- c. Does the State intend to include in the English learner subgroup the results of students previously identified as English learners on the State assessments required under ESEA section 1111(b)(2)(B)(v)(I) for purposes of State accountability (ESEA section 1111(b)(3)(B))? Note that a student's results may be included in the English learner subgroup for not more than four years after the student ceases to be identified as an English learner.

☒ Yes

☐ No

- d. If applicable, choose one of the following options for recently arrived English learners in the State:

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- ☒ Applying the exception under ESEA section 1111(b)(3)(A)(i); or
- ☐ Applying the exception under ESEA section 1111(b)(3)(A)(ii); or
- ☐ Applying the exception under ESEA section 1111(b)(3)(A)(i) or under ESEA section 1111(b)(3)(A)(ii). If this option is selected, describe how the State will choose which exception applies to a recently arrived English learner.

ii. Minimum N-Size (ESEA section 1111(c)(3)(A)):

- a. Provide the minimum number of students that the State determines are necessary to be included to carry out the requirements of any provisions under Title I, Part A of the ESEA that require disaggregation of information by each subgroup of students for accountability purposes.

The minimum number of students required for the all-students group and each student group listed in section A(4)(i)(a) of this plan to be included for accountability is $N \geq 20$. Previously, Idaho used $N \geq 25$, however after Idaho's Data Management Council (DMC) changed its policy to reduce the minimum number of students for reporting purposes from 10 to 5, the ISDE will reduce the minimum number of students for accountability purposes by a commensurate 5 students.

~~The minimum number of students in each student group listed in section A(4)(i)(a) of this plan required to be included for accountability is $N \geq 10$. Idaho has many small rural or remote school districts with small student populations. Including student groups with 10 students or more for accountability purposes will allow Idaho to capture results for more student groups in the calculations for targeted support and improvement designation, which will benefit students in Idaho who are members of historically disadvantaged populations.~~

The minimum number of students required for graduation rate to be included for accountability is $N \geq 120$. ~~Initially, ISDE proposed using the same N size for graduation rate as is used for the all-students group. However, feedback from stakeholders indicated concern that $N \geq 20$ or 25 would leave too many high schools out of Idaho's school identification calculations for graduation rate. Further analysis revealed that moving from $N \geq 20$ to $N \geq 10$ included 27 additional high schools and 7 additional alternative high schools in Idaho's school improvement calculations for graduation rate. Including these additional schools will ensure that Idaho is able to support as many high schools with low graduation rates as possible. Because graduation rate addresses just one cohort of students and not multiple grade spans as achievement result do, ISDE believes it is appropriate to use $N \geq 10$ for graduation rate accountability.~~

Idaho rule IDAPA 08.02.03.112(5)(d)(i), describes the number of days students must be enrolled in school for accountability purposes: "A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved progress in any statewide assessment used for determining proficiency. A student is continuously enrolled if the student has not

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transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students.”

b. Describe how the minimum number of students is statistically sound.

ISDE’s analysis showed that the difference in the number of K-8 and high schools captured in Idaho’s school identification system changed very little between $N \geq 25$, $N \geq 20$, and $N \geq 15$. The Table below shows how many of Idaho’s Title I schools meet the N-size requirement with $N \geq 20$.

However, as shown in Table 2 below, reducing Idaho’s N from $N \geq 25$ to $N \geq 20$, commensurate with the DMC’s reduction in minimum number of students required for reporting, results in more schools for which the all-students group met the N for all indicators in Idaho’s school identification system (and can therefore be used for comprehensive support and improvement designation).

Table 2: Approximate Number of Title I schools included in identification system when $N \geq 20$

<u>School type</u>	<u>Achievement</u>	<u>Student growth</u>	<u>English Prof.</u>	<u>Graduation rate</u>
<u>K-8</u> <u>(349 total)</u>	<u>337</u>	<u>333</u> <u>314</u>	<u>137</u>	<u>NA</u>
<u>High school</u> <u>(67 total)</u>	<u>64</u>	<u>64</u> <u>NA</u>	<u>8</u>	<u>43</u>
<u>Alternative high school</u> <u>(16 total)</u>	<u>11</u>	<u>NA</u> <u>10</u>	<u>1</u>	<u>13</u>

<u>Schools meeting all student N in at least one indicator</u>	<u>$N \geq 25$</u>	<u>$N \geq 20$</u>
<u>K-8 (351 total)</u>	<u>330</u>	<u>333</u>
<u>High schools (67 total)</u>	<u>61</u>	<u>64</u>
<u>Alternative high schools (19 total)</u>	<u>13</u>	<u>14</u>

Schools meeting all student N for all indicators

<u>Schools</u>	<u>$N \geq 25$</u>	<u>$N \geq 20$</u>
<u>K-8 (351 total)</u>	<u>135</u>	<u>150</u>
<u>High schools (67 total)</u>	<u>5</u>	<u>7</u>
<u>Alternative high schools (19 total)</u>	<u>0</u>	<u>2</u>

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Schools	N >= 25	N >= 20
<p>Using as many data points as possible for school identification increases the robustness of the methodology, and therefore creates a more statistically sound identification system.</p> <p>For student groups, using N >= 10 is necessary because Idaho has many small schools with relatively few students in these groups. Moving from all students N >= 20 to N >= 10 does not result in a significant increase in the number of schools included in comprehensive support and improvement calculations (8 additional K-8 schools, 1 additional high school), yet greatly increases the variability in Idaho's school identification results. However, moving to N >= 10 for student groups (aside from the all-students group) does allow the state to include many more of these populations, especially students with disabilities and English learners, for identification of targeted support and improvement schools as shown in Table 3 below.</p> <p>Table 3: Number of Title I schools included in identification system Schools meeting student group N in at least one indicator</p> <p><i>Students with Disabilities</i>Schools</p>	N >= 20	N >= 10
K-8 (351 total)	216	297
High schools (67 total)	17	41
Alternative high schools(19 total)	0	3

English Learners Schools	N >= 20	N >= 10
K-8 (351 total)	88	150
High schools (67 total)	1	7
Alternative high schools(19 total)	0	0

Using N >= 20 does not enable Idaho to ensure that schools are accountable for results among these student groups, and therefore N >= 10 is appropriate.

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~~Similarly, Idaho's graduating students should themselves be considered a student group for accountability purposes because graduating cohorts are much smaller than the combination of all tested grades. For this reason, using a small N-size is warranted but should not impact the statistical propriety of Idaho's accountability results. Using $N \geq 10$ will require a high school fail to graduate 4 of 10 high school students in order to be identified for comprehensive support.~~

- ~~b.c.~~ Describe how the minimum number of students was determined by the State, including how the State collaborated with teachers, principals, other school leaders, parents, and other stakeholders when determining such minimum number.

Idaho solicited feedback on the state's minimum N-size for accountability purposes through our online feedback opportunities as well as our in-person feedback forums, which were attended by education stakeholders of all types. Minimum N-size was brought up specifically to understand whether stakeholders had concerns about continuing to use the N-size as determined under the NCLB flexibility waiver.

Feedback from stakeholders, including teachers, administrators, school board members, indicated that $N \geq 20$ is preferred in order to ensure that the performance of each student alone does not have an unreasonable impact on whether the school is identified for comprehensive support and improvement.

However, legislators specifically indicated a desire for Idaho's N-size to avoid leaving very small schools out of school improvement results. Due to this feedback, Idaho's original plan called for the N-size for all students to be $N \geq 20$, but for student groups and graduation rate Idaho would use $N \geq 10$. Feedback from the U.S. Department of Education indicated that this approach was not in compliance with ESSA.

Because there is broad agreement among stakeholders that an N-size smaller than $N \geq 20$ introduces too much noise into comprehensive support and improvement results, Idaho will use $N \geq 20$ for the all students group as well as each student subgroup. However, achievement results for smaller groups of students will still be reported on the school report card as long as they meet state N-size requirements described in section A(4)(2)(e) of this plan.

- ~~c.d.~~ Describe how the State ensures that the minimum number is sufficient to not reveal any personally identifiable information.³

The State of Idaho places a high value on preserving the privacy of students and

³ Consistent with ESEA section 1111(i), information collected or disseminated under ESEA section 1111 shall be collected and disseminated in a manner that protects the privacy of individuals consistent with section 444 of the General Education Provisions Act (20 U.S.C. 1232g, commonly known as the "Family Educational Rights and Privacy Act of 1974"). When selecting a minimum n-size for reporting, States should consult the Institute for Education Sciences report "*Best Practices for Determining Subgroup Size in Accountability Systems While Protecting Personally Identifiable Student Information*" to identify appropriate statistical disclosure limitation strategies for protecting student privacy.

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safeguarding their personally identifiable information (PII). To ensure that student data is treated with the utmost security, Idaho has enacted statutory protections found in Idaho Code § 33-133.

As part of this protection, the statute permits the release of student data in aggregate. It requires that “the minimum number of students shall be determined by the state board of education.”

To provide oversight and guidance over the collection, retention, and security of student data, the State Board of Education created the Data Management Council (DMC). This controlling body has set rules on minimum numbers reported in aggregate. These minimums supersede any other minimums that may be defined elsewhere unless expressly permitted by the DMC.

~~d.e.~~ If the State’s minimum number of students for purposes of reporting is lower than the minimum number of students for accountability purposes, provide the State’s minimum number of students for purposes of reporting.

DMC policy page 5 states:

Any release of data that would result in the ability to identify the personally identifiable information (PII) of an individual must be approved by the Data Management Council, aggregated to a minimum cell size of 5, or masked/blurred. This includes situations where a calculation can be done to arrive at a single count of less than 5 students that would risk exposure of PII. Instances where 100% or 0% of students fall within one category and would risk the exposure of PII must also be approved by the Data Management Council or masked/blurred since doing so discloses information on either all or no students and thereby violates the minimum cell size policy.

In order to protect student privacy, we must redact data in any cells of less than 5 students or where the difference between the total of one or more cells of categorical data is less than 5 of the total student population. In addition, Data Management Council Policies and Procedures call for at least two cells to be redacted in most cases in order to prevent any cell required for redaction to be derived. Under DMC policy additional cells may be required to be redacted until the total of the exempt and therefore redacted aggregate data in a line or column equals 5 or more. Zero is considered a number.

Performance of student groups that are too small to be included in school identification will still be reported on the state website and on the state report card so long as ~~the cell size includes 5 or more students~~the reporting meets the redaction rules detailed above. Enrollment numbers and percentages will be displayed so long as there is at least one student within the subgroup.

iii. **Establishment of Long-Term Goals** (ESEA section 1111(c)(4)(A)):

a. **Academic Achievement** (ESEA section 1111(c)(4)(A)(i)(I)(aa))

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1. Describe the long-term goals for improved academic achievement, as measured by proficiency on the annual statewide reading/language arts and mathematics assessments, for all students and for each subgroup of students, including: (1) the timeline for meeting the long-term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State, and (2) how the long-term goals are ambitious.

Idaho's long-term goal for English/Language Art and Mathematics will be to reduce the percentage of non-proficient students by 33% over six years. "Proficient" means that a student has met or exceeded grade level standards in a specific subject as determined by performance on the associated assessment. Robust stakeholder feedback took place to set long-term goals for the state that achieve a balance of both ambitious and achievable. While several options were considered, the below long-term goals were agreed upon by all stakeholders due to the following:

- The goals result in closing achievement gaps, especially for student groups that currently show the lowest achievement.
- The target year – 6 years from 2017 – encompasses half of a student's K-12 career and therefore achieving the goal would impact students that are currently in the K-12 education system.

Historical data analysis indicates that, had these goals been set in the 2015 school year, a substantial number of schools would have achieved their school-level goal in 2016.

Calculation:

Long-term goal = $\frac{2016 \% \text{ proficient/advanced} + 33\%((1/3) \times (100 - \text{previous year } 2016 \% \text{ proficient/advanced}))}{6}$

Interim progress goal = Difference between the long-term goal and the baseline / 6

Table 3: Mathematics - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

Mathematics	2016	2017	2018	2019	2020	2021	2022
All Students	<u>41.6%</u>	<u>44.8%</u>	<u>48.1%</u>	<u>51.3%</u>	<u>54.6%</u>	<u>57.8%</u>	<u>61.1%</u>
Economically Disadvantaged	<u>30.3%</u>	<u>34.2%</u>	<u>38.0%</u>	<u>41.9%</u>	<u>45.8%</u>	<u>49.7%</u>	<u>53.5%</u>
Students with Disabilities	<u>15.2%</u>	<u>19.9%</u>	<u>24.6%</u>	<u>29.3%</u>	<u>34.0%</u>	<u>38.8%</u>	<u>43.5%</u>
English Learners	<u>7.1%</u>	<u>12.3%</u>	<u>17.4%</u>	<u>22.6%</u>	<u>27.7%</u>	<u>32.9%</u>	<u>38.1%</u>
Minority Students*	25.8%	29.8%	33.8%	37.8%	41.8%	45.8%	49.8%
<u>Black / African American</u>	<u>22.2%</u>	<u>26.5%</u>	<u>30.8%</u>	<u>35.2%</u>	<u>39.5%</u>	<u>43.8%</u>	<u>48.1%</u>
<u>Asian or Pacific Islander</u>	<u>56.8%</u>	<u>59.2%</u>	<u>61.6%</u>	<u>64.0%</u>	<u>66.4%</u>	<u>68.8%</u>	<u>71.2%</u>
<u>American Indian or Alaskan Native</u>	<u>19.4%</u>	<u>23.9%</u>	<u>28.4%</u>	<u>32.8%</u>	<u>37.3%</u>	<u>41.8%</u>	<u>46.3%</u>
<u>Hispanic or Latino</u>	<u>22.0%</u>	<u>26.3%</u>	<u>30.7%</u>	<u>35.0%</u>	<u>39.3%</u>	<u>43.7%</u>	<u>48.0%</u>

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Mathematics	2016	2017	2018	2019	2020	2021	2022
<u>Native Hawaiian / Other Pacific Islander</u>	<u>33.6%</u>	<u>37.3%</u>	<u>41.0%</u>	<u>44.7%</u>	<u>48.4%</u>	<u>52.0%</u>	<u>55.7%</u>
<u>White</u>	<u>46.6%</u>	<u>49.6%</u>	<u>52.5%</u>	<u>55.5%</u>	<u>58.5%</u>	<u>61.4%</u>	<u>64.4%</u>
<u>Two Or More Races</u>	<u>42.2%</u>	<u>45.4%</u>	<u>48.6%</u>	<u>51.8%</u>	<u>55.0%</u>	<u>58.3%</u>	<u>61.5%</u>

Table 45: English Language Arts/Literacy - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

ELA/Literacy	2016	2017	2018	2019	2020	2021	2022
All Students	<u>53.0%</u>	<u>55.6%</u>	<u>58.2%</u>	<u>60.8%</u>	<u>63.4%</u>	<u>66.1%</u>	<u>68.7%</u>
Economically Disadvantaged	<u>40.6%</u>	<u>43.9%</u>	<u>47.2%</u>	<u>50.5%</u>	<u>53.8%</u>	<u>57.1%</u>	<u>60.4%</u>
Students with Disabilities	<u>15.0%</u>	<u>19.7%</u>	<u>24.4%</u>	<u>29.2%</u>	<u>33.9%</u>	<u>38.6%</u>	<u>43.3%</u>
English Learners	<u>6.9%</u>	<u>12.1%</u>	<u>17.2%</u>	<u>22.4%</u>	<u>27.6%</u>	<u>32.8%</u>	<u>37.9%</u>
Minority Students*	37.4%	40.9%	45.4%	45.4%	49.9%	54.4%	58.9%
<u>Black / African American</u>	<u>34.1%</u>	<u>37.8%</u>	<u>41.4%</u>	<u>45.1%</u>	<u>48.7%</u>	<u>52.4%</u>	<u>56.1%</u>
<u>Asian or Pacific Islander</u>	<u>65.0%</u>	<u>66.9%</u>	<u>68.9%</u>	<u>70.8%</u>	<u>72.8%</u>	<u>74.7%</u>	<u>76.7%</u>
<u>American Indian or Alaskan Native</u>	<u>30.6%</u>	<u>34.5%</u>	<u>38.3%</u>	<u>42.2%</u>	<u>46.0%</u>	<u>49.9%</u>	<u>53.7%</u>
<u>Hispanic or Latino</u>	<u>33.6%</u>	<u>37.3%</u>	<u>41.0%</u>	<u>44.7%</u>	<u>48.4%</u>	<u>52.0%</u>	<u>55.7%</u>
<u>Native Hawaiian / Other Pacific Islander</u>	<u>46.7%</u>	<u>49.7%</u>	<u>52.6%</u>	<u>55.6%</u>	<u>58.5%</u>	<u>61.5%</u>	<u>64.5%</u>
<u>White</u>	<u>57.9%</u>	<u>60.2%</u>	<u>62.6%</u>	<u>64.9%</u>	<u>67.3%</u>	<u>69.6%</u>	<u>71.9%</u>
<u>Two Or More Races</u>	<u>54.5%</u>	<u>57.0%</u>	<u>59.6%</u>	<u>62.1%</u>	<u>64.6%</u>	<u>67.1%</u>	<u>69.7%</u>

~~* Data for the minority subgroup will be further disaggregated for the purpose of reporting for American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, White, and Hispanic or Latino.~~

2. Provide the measurements of interim progress toward meeting the long-term goals for academic achievement in Appendix A.

Interim progress goals are in Appendix A.

Tables 4-3 and 4-5 above provide the interim progress goals towards meeting the state's long-term goals for academic achievement in English Language Arts/Literacy and Mathematics.

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3. Describe how the long-term goals and measurements of interim progress toward the long-term goals for academic achievement take into account the improvement necessary to make significant progress in closing statewide proficiency gaps.

By reducing the percentage of non-proficient students by one-third over the next six years, the students in subgroups whose baseline is farther behind the all-students group have a more ambitious long term goal, and interim measures to reach that goal, which will close achievement gaps for all student subgroups, using attainable targets.

b. **Graduation Rate.** (*ESEA section 1111(c)(4)(A)(i)(I)(bb)*)

1. Describe the long-term goals for the four-year adjusted cohort graduation rate for all students and for each subgroup of students, including: (1) the timeline for meeting the long-term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State, and (2) how the long-term goals are ambitious.

The Idaho State Board of Education has established a goal that Idaho's 4-year cohort graduation rate will be 95% by 2023. In seeking to align the long-term goal to this established goal, the state will reduce non-graduates by 75% over six years.

The long-term goals are set for the state, districts, and schools and are based on graduation rates from the previous school year.

Calculation:

Long-term goal = 2016 % graduating + $(75\% \times (100 - \text{previous year \% proficient/advanced } \text{2016 \% graduating})) + \text{previous year \% graduating}$

Interim progress goal = Difference between the long-term goal and the baseline / 6

Note: the all students graduation rate long-term goal has been rounded up to align with the Idaho State Board of Education's existing graduation rate goal.

Table 56: Graduation rate - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

Graduation Rate	2016	2017	2018	2019	2020	2021	2022
All Students	<u>79.7%</u>	<u>82.2%</u>	<u>84.8%</u>	<u>87.3%</u>	<u>89.9%</u>	<u>92.4%</u>	<u>94.9%</u>
Economically Disadvantaged	<u>71.9%</u>	<u>75.4%</u>	<u>78.9%</u>	<u>82.4%</u>	<u>86.0%</u>	<u>89.5%</u>	<u>93.0%</u>
Students with Disabilities	<u>60.5%</u>	<u>65.4%</u>	<u>70.4%</u>	<u>75.3%</u>	<u>80.3%</u>	<u>85.2%</u>	<u>90.1%</u>
English Learners	<u>73.3%</u>	<u>76.6%</u>	<u>80.0%</u>	<u>83.3%</u>	<u>86.7%</u>	<u>90.0%</u>	<u>93.3%</u>
Minority Students*	72.3%	75.3%	78.2%	81.2%	84.2%	87.1%	90.1%
<u>Black / African American</u>	<u>77.8%</u>	<u>80.6%</u>	<u>83.4%</u>	<u>86.1%</u>	<u>88.9%</u>	<u>91.7%</u>	<u>94.5%</u>

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Graduation Rate	2016	2017	2018	2019	2020	2021	2022
<u>Asian or Pacific Islander</u>	<u>83.1%</u>	<u>85.2%</u>	<u>87.3%</u>	<u>89.4%</u>	<u>91.6%</u>	<u>93.7%</u>	<u>95.8%</u>
<u>American Indian or Alaskan Native</u>	<u>58.5%</u>	<u>63.7%</u>	<u>68.9%</u>	<u>74.1%</u>	<u>79.3%</u>	<u>84.4%</u>	<u>89.6%</u>
<u>Hispanic or Latino</u>	<u>73.7%</u>	<u>77.0%</u>	<u>80.3%</u>	<u>83.6%</u>	<u>86.9%</u>	<u>90.1%</u>	<u>93.4%</u>
<u>Native Hawaiian / Other Pacific Islander</u>	<u>69.7%</u>	<u>73.5%</u>	<u>77.3%</u>	<u>81.1%</u>	<u>84.9%</u>	<u>88.6%</u>	<u>92.4%</u>
<u>White</u>	<u>81.3%</u>	<u>83.6%</u>	<u>86.0%</u>	<u>88.3%</u>	<u>90.7%</u>	<u>93.0%</u>	<u>95.3%</u>
<u>Two Or More Races</u>	<u>77.3%</u>	<u>80.1%</u>	<u>83.0%</u>	<u>85.8%</u>	<u>88.7%</u>	<u>91.5%</u>	<u>94.3%</u>

~~c. * Data for the minority subgroup will be further disaggregated for the purpose of reporting for American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, White, and Hispanic or Latino.~~

~~1.2.~~ 2. If applicable, describe the long-term goals for each extended-year adjusted cohort graduation rate, including (1) the timeline for meeting the long-term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State; (2) how the long-term goals are ambitious; and (3) how the long-term goals are more rigorous than the long-term goal set for the four-year adjusted cohort graduation rate.

The long-term goals for the extended graduation rate will be developed and reported for all high schools after Idaho establishes the business rules necessary to calculate extended cohort graduation rate.

~~2.3.~~ 3. Provide the measurements of interim progress toward the long-term goals for the four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rate.

Interim progress goals are in Appendix A.

Table ~~6.5~~ 5 above provides the interim progress goals towards meeting the state's long-term goals for graduation rate.

~~3.4.~~ 4. Describe how the long-term goals and measurements of interim progress for the four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rate take into account the improvement necessary to make significant progress in closing statewide graduation rate gaps.

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As with goals for reading/language arts and mathematics assessments, by reducing the number of non-graduating students by 75% over six years, student groups with lower rates of graduating students will be required to increase the number of graduates at a faster rate in order to meet the state's goals.

d.c. English Language Proficiency. (ESEA section 1111(c)(4)(A)(ii))

Idaho determines a student's eligibility as an English Learner in a multi-step process, beginning with an initial home language survey, completed at registration. If the home language survey indicates a language other than English is the primary language spoken at home, the student is then screened using the English language proficiency level using WIDA's ACCESS Placement Test (W-APT). The student's results on from this screener determine eligibility and inform the students plan for developing English language skills. the level of English language proficiency. The date of the screener provides a baseline to track this information over time.

Eligible students are then assessed annually for English Language proficiency using the WIDA Access 2.0. This assessment provides an overall composite score and scores in the domains of Reading, Writing, Speaking and Listening. A student is considered proficient when they receive a 5 composite score.

After analysis of the limited data from the WIDA Access 2.0 assessment, Idaho's measure of expected progress will be a student growth to proficiency calculation for using a trajectory of 7 years. This growth to proficiency trajectory model mirrors that of ELA/Math, and takes a student's initial scale score and determines the growth a student will need to reach the proficiency scale score 7 years in the future. That total growth needed is divided by the number of years in the target.

The student growth measure captures students that may make tremendous improvement in a single year, but are unable to increase one performance level. Teachers will also be able to use the growth to proficiency target as a tool to inform student goals in their language develop plan and measure the outcomes, a more empowering and student centered method that engages students in their learning outcomes. This methodology also encourages schools and districts to look at critical transition periods for English learners and identify strategies to close instructional gaps that negatively affect student growth when moving from elementary to middle school and middle to high school.

Table 8: Expect progress for English learners

Entry-year performance	Year 2 performance	Year 3 performance	Year 4 performance	Year 5 performance
1	2	3	4	Proficient
2	3	4	Proficient	—
3	4	Proficient	—	—
4	Proficient	—	—	—
5 (Proficient)	—	—	—	—
6 (Proficient)	—	—	—	—

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1. Describe the long-term goals for English learners for increases in the percentage of such students making progress in achieving English language proficiency, as measured by the statewide English language proficiency assessment, including: (1) the State-determined timeline for such students to achieve English language proficiency and (2) how the long-term goals are ambitious.

Idaho will reduce the number of English learners who are not making expected progress toward English proficiency, as defined above by ~~33.1/3%~~ in over five years. This five-year long-term goal, ending in 2022, aligns with the long-term goals in academic achievement and graduation rate, with 2017 serving as the baseline. Because this goal is based on ~~just~~ one available year of historical data, it may be revised once additional data are available.

Table ~~67~~: Percent of Students Making Expected Progress Toward English proficiency - 2017 baseline, 2022 long-term goal, and 2018-2021 interim targets

2017 <u>Baseline</u>	2018	2019	2020	2021	2022 <u>Goal</u>
33.2% <u>48%</u>	36.9% <u>51.46%</u>	40.6% <u>54.9</u> <u>2%</u>	44.3% <u>58.3</u> <u>8%</u>	48.1% <u>61.8</u> <u>4%</u>	51.8% <u>65.3</u> <u>0%</u>

~~Idaho's measure of expected progress is an increase of one performance level per year, up to Level 5. A student who starts at Level 1 is expected to reach Level 2 in his or her 2nd year, Level 3 in his or her 3rd year, and so on. Once a student reaches Level 5, he or she is considered proficient for the purposes of this calculation (which is not the state's exit criteria). Expected progress for a student at Level 5 or 6 is to maintain that level. Idaho's definition of expected progress is illustrated in Table 8 below.~~

Idaho's measure of expected progress is an increase of one performance level per year, up to Level 5. A student who starts at Level 1 is expected to reach Level 2 in his or her 2nd year, Level 3 in his or her 3rd year, and so on. Once a student reaches Level 5, he or she is considered proficient for the purposes of this calculation (*which is not the state's exit criteria*). Expected progress for a student at Level 5 or 6 is to maintain that level. Idaho's definition of expected progress is illustrated in Table ~~68 below~~above.

2. Provide the measurements of interim progress toward the long-term goal for increases in the percentage of English learners making progress in achieving English language proficiency in Appendix A.

Interim progress goals are in Appendix A.

Table ~~7-6~~ above provides the interim progress goals towards meeting the state's long-term goals for English Language proficiency.

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iv. **Indicators** (*ESEA section 1111(c)(4)(B)*)

Idaho will annually and publicly report progress on all measures in the state's Accountability Framework (Appendix B), approved by the Idaho State Board of Education and the Idaho Legislature in 2017. These measures were agreed upon by Idaho's stakeholders as the next step forward in education accountability in the state to ensure that all students are college and career ready. Idaho believes defining success requires going beyond statewide test scores and should illustrate multiple measures reflecting the many facets of our students. All measures in the Accountability Framework reflect Idaho's state-values and will further empower educators and parents to engage in educational decisions about their children.

The Accountability Framework will be used to meet both state and federal school accountability requirements and will be broken up by school categories.

A subset of the measures in the Accountability Framework will be used as the accountability indicators required by ESSA, and described in this section. Idaho will use these indicators every three years to determine schools for comprehensive support and improvement, and each year to determine schools for targeted support and improvement, using the methodology described in sections A(4)(v) and A(4)(vi) of this plan.

The indicators that Idaho will use for school identification as required by ESSA are as follows:

It should be noted that the state accountability framework groups schools into three categories so meaningful differentiation can be made between like schools. The following school categories are outlined in the state accountability framework:

School Categories

- Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in IDAPA Rule 08.02.03 Subsection .112.05.f.
- High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.
- Alternative High Schools

The indicators Idaho will use for school identification as required by ESSA are listed by school category.

Academic Measures by School Category

K-8:

- Achievement on Idaho Standards Assessments in English Language Arts and Math ~~Idaho Standards Achievement Tests (ISAT) Proficiency and Growth.~~
- Growth – as determined by the percentage of students on track to be proficient within three years.
- English Learners making progress towards English language proficiency.

High School:

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- Achievement on Idaho Standards Assessments in English Language Arts and Math ~~ISAT~~ proficiency.
- English Learners ~~achieving~~ making progress towards English language proficiency.
- Four (4) year cohort graduation rate

Alternative High School:

- Achievement on Idaho Standards Assessments in English Language Arts and Math ~~–~~
- English learners making progress towards English language proficiency.
- Four (4) year cohort graduation rate

School Quality Measures by School Category

K-8:

- Satisfaction and Engagement survey administered to students in grades K-8.

High School:

- College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.

Alternative High School:

- College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.

- a. **Academic Achievement Indicator.** Describe the Academic Achievement indicator, including a description of how the indicator (i) is based on the long-term goals; (ii) is measured by proficiency on the annual Statewide reading/language arts and mathematics assessments; (iii) annually measures academic achievement for all students and separately for each subgroup of students; and (iv) at the State’s discretion, for each public high school in the State, includes a measure of student growth, as measured by the annual Statewide reading/language arts and mathematics assessments.

Idaho’s Academic Achievement Indicator is achievement on the statewide tests in Mathematics and English Language Arts/Literacy ~~as listed below~~ and meets the criteria for academic indicators as described in section A(4)(iv)(a) of this plan.

Academic achievement indicator measures:

- K-8 Schools
 - Idaho Student Achievement Test (ISAT) ~~3-8~~ Mathematics grades 3-8
 - ISAT ~~3-8~~ English Language arts (ELA)/Literacy grades 3-8
- High Schools
 - ISAT ~~High School~~ Mathematics – High School
 - ISAT ELA/Literacy – High School/
 - ISAT ~~High School~~ ELA/Literacy – High School
- Alternative High School

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- ISAT Mathematics – High School
- ISAT ELA/Literacy – High School

The academic achievement indicator represents the proficiency on statewide mathematics and ELA/Literacy tests. In the school identification system, academic achievement is the actual, non- averaged achievement in that school year. The state administers the grade level assessments to all students annually and provides comparative data across subgroups.

Used for all schools in state: Both academic indicators in this section are used for all schools in the state according to the school categories as outlined in Idaho’s Accountability Framework.

Same calculation for all schools: The same calculation is used for all schools in the state for the academic indicators. This is further described in the process of annual meaningful differentiation methods later in this section.

Validity and reliability: The academic indicators are calculated using statewide test scores in Mathematics and English Language Arts. The Idaho Standard Achievement Tests, developed by Smarter Balanced, have met validity and reliability criteria as outlined in the Federal Assessment Peer Review.

Based on long-term goals: Both academic indicators are aligned directly to Idaho’s long-term goals.

Proficiency on statewide reading/language arts and mathematics assessments: The academic indicators are based on the percentage of students scoring proficient or advanced on these assessments. Results from both content areas will be weighted equally. Please see annual meaningful differentiation of schools methodology for further explanation.

Disaggregation: Each academic indicator can be disaggregated for each student group.

95% participation: Both academic indicators measure the performance of at least 95% of all students and 95% of all students in each student group, ~~unless an LEA fails to meet the 95% required participation rate as described in section A(4)(vii) of this plan.~~

- b. **Indicator for Public Elementary and Secondary Schools that are Not High Schools (Other Academic Indicator).** Describe the Other Academic Indicator, including how it annually measures the performance for all students and separately for each subgroup of students. If the Other Academic Indicator is not a measure of student growth, the description must include a demonstration that the indicator is a valid and reliable statewide academic indicator that allows for meaningful differentiation in school performance.

Idaho’s Other Academic Indicator is Academic Growth as defined below and meets the criteria for academic indicators as described in section A(4)(iv)(a) of this plan. ~~Separate growth measurements are also a component of the indicators discussed in sections c, d, and e. These measures are discussed in more detail in their individual sections and in our~~

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~~summary of the school identification process.~~

Other Academic indicator measures:

- Student Growth to proficiency in English Language Arts/Literacy using a 3 year trajectory model
- Student Growth to proficiency in Mathematics using a 3 year trajectory model
- ~~ISAT High School Mathematics~~
- ~~ISAT High School ELA/Literacy~~

The state will determine the gap between a student's most recent scale score and the scale score necessary to reach proficiency in 3 years. From there, a linear path is created and the minimum score needed to be proficient in three years. A student will be considered 'on-track' if they meet their annual target on the path to proficiency. For example, a fourth grade student scored 2420 in 3rd grade mathematics and requires 120 scale score points to reach proficiency in mathematics by sixth grade. The student must increase his or her scale score by at least 40 points in the current year to be on track. Student growth targets will be calculated annually.

The percentage of students 'on track' to be proficient in three years will be calculated for English Language Arts/Literacy and Mathematics separately and weighted equally.

Disaggregation: The other academic indicator can be disaggregated for each student group. Student growth can be disaggregated for each student group.

Validity and reliability: Student growth calculations are a valid and reliable measure and have been used by the U.S. Department of Education to understand and measure the growth of schools and districts.

95% participation: The growth rate indicator measures the performance of at least 95% of all students and 95% of all students in each student group, unless an LEA fails to meet the 95% required participation rate as described in section A(4)(vii) of this plan.

- c. **Graduation Rate.** Describe the Graduation Rate indicator, including a description of (i) how the indicator is based on the long-term goals; (ii) how the indicator annually measures graduation rate for all students and separately for each subgroup of students; (iii) how the indicator is based on the four-year adjusted cohort graduation rate; (iv) if the State, at its discretion, also includes one or more extended-year adjusted cohort graduation rates, how the four-year adjusted cohort graduation rate is combined with that rate or rates within the indicator; and (v) if applicable, how the State includes in its four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rates students with the most significant cognitive disabilities assessed using an alternate assessment aligned to alternate academic achievement standards under ESEA section 1111(b)(2)(D) and awarded a State-defined alternate diploma under ESEA section 8101(23) and (25).

Table [97](#) below describes Idaho's graduation rate indicators. Idaho uses the four-year adjusted cohort graduation rate for the graduation rate indicator, which follows federal

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guidelines. See section A(4)(v) for how the graduation rate indicator will be used for meaningful differentiation of schools. Idaho does not award a state-defined alternate diploma. Based on stakeholder feedback, Idaho is developing a five-year cohort graduation rate calculation.

Table 79: Graduation rate indicators

Indicator	Measure	Description
Graduation Rate	The four-year cohort graduation rate	The percent of students graduating using the four-year graduation cohort rate calculation within a school reported ⁴ in the current school year. In the school identification system, graduation rate is the actual, non-averaged of the graduation rate in that school year. Schools are identified for comprehensive support every three years.
Graduation Rate Growth	The four-year cohort graduation rate	The difference between the percent of students reported graduating in the current year and the prior year (for schools with only two years of data), or the percent reporting graduating two years in the past (for schools with three years of data or more).

Used for all high schools in state: The graduation rate indicator is used for all high schools in the state.

Same calculation for all high schools: The same calculation is used for all schools in the state for the graduation rate indicator.

Based on long-term goals: The graduation rate indicator is aligned directly to Idaho's long-term goals.

Disaggregation: The graduation rate indicator can be disaggregated for each student group. The graduation rate indicator can be disaggregated for each student group.

Validity and reliability: The federally-required four-year cohort graduation rate has been shown to be valid and reliable.

~~95% participation: The graduation rate indicator measures the performance of at least 95% of all students and 95% of all students in each student group, unless an LEA fails to meet the 95% required participation rate as described in section A(4)(vii) of this plan.~~

⁴ Graduation rate lags by one school year.

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- d. **Progress in Achieving English Language Proficiency (ELP) Indicator.** Describe the Progress in Achieving ELP indicator, including the State's definition of ELP, as measured by the State ELP assessment.

Idaho will administer the Access 2.0 developed by WIDA as our English Language Proficiency Assessment. Idaho will use data from the 2017 Access 2.0 administration to serve as our baseline in defining student the progress in for achieving English Language Proficiency.

The state has defined the English Language Proficiency as receiving a 5.0 composite score and minimum proficiency level with of 4.0 or higher in the domain scores for on listening, speaking, reading, and writing. Idaho will use data from the 2017 Access 2.0 administration to define the progress for achieving English Language Proficiency. Idaho's measure of progress in achieving English proficiency will be the calculated as a percentage of English Learners that are on track to reach proficiency in 7 years, as measured by reaching the scale score necessary to scoreing a 5 or higher on the ACCESS 2.0 overall composite score. Student targets will be calculated annually.

- e. **School Quality or Student Success Indicator(s).** Describe each School Quality or Student Success Indicator, including, for each such indicator: (i) how it allows for meaningful differentiation in school performance; (ii) that it is valid, reliable, comparable, and statewide (for the grade span(s) to which it applies); and (iii) of how each such indicator annually measures performance for all students and separately for each subgroup of students. For any school quality or indicator that does not apply to all grade spans, the description must include the grade spans to which it does apply.

Table 810: School Quality Indicators

School Category	Measure
K-8	Satisfaction and Engagement survey administered to students in grades K-8.
High School	College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.
Alternative High School	College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.

Table 11: School Quality Growth

School Category	Measure
K-8	Difference in results from satisfaction and engagement survey administered to students in grades K-8 in comparative years of the school identification cycle.

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School Category	Measure
High School	Difference between percent of College and Career Ready students, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs, in comparative years of the school identification cycle.
Alternative High School	Difference between percent of College and Career Ready students, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs, in comparative years of the school identification cycle.

Disaggregation: Each school quality indicator can be disaggregated for each student group.

~~95% participation: Because the school climate survey will be delivered through Idaho's assessment vendor during the statewide assessment, we expect at least 95% participation unless an LEA fails to meet the 95% required participation rate as described in section A(4)(vii) of this plan. All graduating students will be counted in the denominator for the college and career readiness indicator, meaning all students will be included in the results.~~

Validity and reliability: ~~Administering the school climate survey through Idaho's assessment vendor will enable the collection of valid and reliable data.~~ The school climate survey will be administered through AdvancED's online platform to every student in grades 3-12. Schools will be expected to ensure that all student groups are adequately represented in the results by maintaining a 90% participation rate or above. The survey is designed to provide quick access to meaningful and actionable data at the school and district level to improve teaching and learning practices, while also providing valid and reliable results at the state level for purposes of statewide reporting and accountability. Please refer to Appendix E for more information.

The college and career readiness indicator will be calculated for every student using data collected by the ISDE, State Board of Education, or the Idaho Division of Career and Technical Education (ICTE).

Idaho's high school students have equitable access to Advanced Opportunities. Idaho requires that all high schools offer Advanced Opportunities. Idaho rule 08.02.03.106.01 states: "All high schools in Idaho shall be required to provide Advanced Opportunities, as defined in Section 007, or provide opportunities for students to take courses at the postsecondary campus."

In addition, each student in Idaho has \$4,125 available to them to cover costs associated with Advanced Opportunities. These funds may be used to pay for dual credits, overload courses, or certificate exams.

v. **Annual Meaningful Differentiation (ESEA section 1111(c)(4)(C))**

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- a. Describe the State's system of annual meaningful differentiation of all public schools in the State, consistent with the requirements of section 1111(c)(4)(C) of the ESEA, including a description of (i) how the system is based on all indicators in the State's accountability system, (ii) for all students and for each subgroup of students. Note that each state must comply with the requirements in 1111(c)(5) of the ESEA with respect to accountability for charter schools.

Idaho will annually and publicly report progress on all measures in the state's Accountability Framework (Appendix B), approved by the Idaho State Board of Education and the Idaho Legislature in 2017. These measures were agreed upon by Idaho's stakeholders as the next step forward in education accountability in the state to ensure that all students are college and career ready. Idaho believes defining success requires going beyond statewide test scores and should illustrate multiple measures reflecting the many facets of our students.

All measures in the Accountability Framework reflect Idaho's state values and will further empower educators and parents to engage in educational decisions about student achievement. Idaho will report results for each indicator disaggregated by all student subgroups for all schools. Idaho's stakeholders were outspoken in their opposition to a summative rating for each school. It was felt that the complex calculations required to produce a summative score are not transparent, sometimes misleading, and result in a system that is not useful for parents and educators. In order to produce a meaningful report card, Idaho is developing a user-friendly report card that allows for data to be summarized and visualized in ways most useful to parents and community members. The state also plans to incorporate tools for comparing schools to each other. This will allow all education stakeholders to use the multiple measures in the Accountability Framework to differentiate schools.

If the State uses a different methodology for annual meaningful differentiation than the one described in section 4(v)(a) above for schools for which an accountability determination cannot be made (e.g., P-2 schools), describe the different methodology, indicating the type(s) of schools to which it applies.

The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the student who previously attended that feeder school. IDAPA 08.02.03.112.05.f.v specifies that, "The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school." Schools with this unique configuration would be reported with K-8 schools.

A subset of the measures in the Accountability Framework will be used as accountability indicators as required by ESSA, described in section A(4)(iv) of this plan. Idaho will use these indicators every three years to determine schools for comprehensive support and improvement, and each year to determine schools for targeted support and improvement, using the methodology described in this section and section A(4)(vi) of this plan.

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Idaho's philosophy is to create a system of school identification that allows ISDE to identify schools for improvement only if they are both the lowest performing in the state and not improving. To lay the foundation for this approach, the system for annual meaningful differentiation will allow schools to be recognized for either achievement, growth in achievement, or both. Using the methodology in this plan, ISDE avoid two common challenges associated with school accountability:

Growth Ceiling Issue: Using Idaho's previous rating system, it was possible for very high-performing schools to receive low ratings due to lack of growth, despite there being little room available for progress.

Low Baseline Issue: Previously, even if schools were growing at a fast rate, they could receive poor ratings due to low baseline performance.

This system will incorporate achievement and growth for the five federally required indicators, all of which included in Idaho's Accountability Framework:

Mathematics (statewide test)

English Language Arts/Literacy (statewide test)

Graduation Rate

English Language Proficiency

School Quality

ISDE will group schools by K-8, high school, and alternative high schools for comparison.

In Idaho rule, alternative high schools are defined as, "Alternative secondary programs are those that provide special instructional courses and offer special services to eligible at-risk youth to enable them to earn a high school diploma. Designated differences must be established between the alternative high school programs and the regular secondary school programs. Alternative secondary school programs will include course offerings, teacher/pupil ratios and evidence of teaching strategies that are clearly designed to serve at-risk youth as defined in this section. Alternative high school programs conducted during the regular school year will be located on a separate site from the regular high school facility or be scheduled at a time different from the regular school hours."

Stakeholder feedback on school category approach has been positive. Representatives from alternative high schools felt strongly that alternative high schools and high schools should be treated the same in Idaho's accountability system—that the indicators used for school identification for high schools and alternative should be identical. Feedback also included a proposal to group schools using concentration of low-income students; however, ISDE will use the K-8, high school, and alternative high school groupings because Title I school identification itself applies to schools with a high concentration of low-income students.

The steps below describe how hypothetical School X's performance results in annual meaningful differentiation in Idaho's school report card. The report card will note whether a school has been identified for improvement or not identified.

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Step 1: For the first indicator, identify Achievement and Growth for School X.

School X math performance

Prior year(s) Proficient/Advanced	Current year Proficient/Advanced
55%	75%

Achievement is the percentage of students proficient or advanced.

School X's math achievement is 75.

Growth is the difference between the percent proficient or above in either the prior year (for schools with only two years of data) or two years in the past (for schools with three years of data or more).

School X's math Growth is 75 minus 55, or 20.

Step 2: Determine rank of Achievement and Growth relative to all other public schools in the state.

School	Achievement	Rank
P	99	1
F	98	2
AA	96	3
S	94	4
	●	●
	●	●
X	75	197
	●	●
	●	●
G	32	378

School X's math Achievement was about in the middle relative to other schools in the state, ranking 197 of 378 schools.

There are 181 schools with lower Achievement than School X and 196 that have higher Achievement than School X.

School	Growth	Rank
T	22	1
X	20	2
C	12	3
L	11	4
	●	●
	●	●
P	0	375

School X's math Growth was higher than all schools but one in the state, ranking second in Growth.

There are 376 schools with lower Growth than School X.

Step 3: Calculate percentile rank for Achievement and Growth.

The percentile rank is a simple calculation: divide the number of schools below School X by

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the total number of public schools in the state. This number is then multiplied by 100. This calculation reveals the percent of schools in the state that fall below School X in *Achievement and Growth*.

Achievement Percentile Rank

$$\frac{\text{Number of schools below School X (181)}}{\text{Total Number of schools (378)}} * 100 = 48$$

48 percent of schools in the state fall below School X in *Achievement*.

Growth Percentile Rank

$$\frac{\text{Number of schools below School X (376)}}{\text{Total Number of schools (378)}} * 100 = 99$$

99 percent of schools in the state fall below School X in *Growth*.

This calculation will be repeated for all indicators and for all student subgroups. The results of these percentile rank calculations will be displayed in the school report card, allowing viewers to see both achievement and growth for each indicator at each school.

- b. Describe the weighting of each indicator in the State's system of annual meaningful differentiation, including how the Academic Achievement, Other Academic, Graduation Rate, and Progress in ELP indicators each receive substantial weight individually and, in the aggregate, much greater weight than the School Quality or Student Success indicator(s), in the aggregate.

For the purposes of annual meaningful differentiation on the school report card, each indicator will be reported on its own and without weighting or combining to allow for maximum transparency.

When identifying comprehensive and targeted support and improvement schools as described below, ISDE will apply equal weights the indicators used, with the exception of the school quality indicator. The school quality indicator will be weighted at 10% for all schools, with the remaining indicators weighted evenly across the remaining 90%. See Table 12 below for an outline of indicator weights for Idaho's most common school configurations. Stakeholder feedback indicated a desire to avoid assigning artificial weights to each indicator because the weights may appear arbitrary. However, because the school quality indicators are new to Idaho, ISDE has determined that weighting this indicator at 10% is appropriate during the first years of implementation.

Table 12: Indicator weights for Idaho's most common Title I school configurations (percent)

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School Type (Title I Schools)	Math	ELA/ Literacy			English Learner Proficiency	Graduation Rate	School Quality
K-8 (190)	30	30			30		10
K-8 (no ELs) (161)	45	45					10
High school (19)	22.5	22.5			22.5	22.5	10
High school (no ELs) (48)	30	30				30	10
Alternative high school (7)	22.5	22.5			22.5	22.5	10
Alternative high school (no ELs) (12)	30	30				30	10

If the State uses a different methodology for annual meaningful differentiation than the one described in section 4(v)(a) above for schools for which an accountability determination cannot be made (e.g., P-2 schools), describe the different methodology, indicating the type(s) of schools to which it applies.

Not applicable. The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the student who previously attended that feeder school. IDAPA 08.02.03.112.05.f.v specifies that, "The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school."

vi. **Identification of Schools** (ESEA section 1111(c)(4)(D))

- a. **Comprehensive Support and Improvement Schools.** Describe the State's methodology for identifying not less than the lowest-performing five percent of all schools receiving Title I, Part A funds in the State for comprehensive support and improvement.

Idaho will identify schools in the beginning of the 2018-19 school year, using data from 2015-16, 2016-17, and 2017-18. In the case of the new school climate survey, only data from the end of the 2017-18 school year will be used. Idaho will then identify schools every three years thereafter, using the same review of three prior years' data. Feedback from stakeholders strongly emphasized a three-year identification cycle in order to build a system that supports the development of sustainable school improvement strategies. School leaders will be able to dedicate time to planning and early implementation in the first year of identification and will have an additional two full years to implement their school improvement strategies, with the intent of generating sustainable change at the school.

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ISDE will review identification data annually to determine whether schools would be identified during an off-cycle year. If schools are found that are not currently identified but would have been identified if the current year were on-cycle will be notified and offered support and thought partnership from staff. Those schools will be added to a watch list and this will be noted on the school report card.

A subset of the measures in the Accountability Framework will be used as accountability indicators as required by ESSA, described in section A(4)(iv) of this plan. Idaho will use these indicators every three years to identify schools for comprehensive support and improvement, and each year to determine schools for targeted support and improvement, using the methodology described in this section and section A(4)(vi) of this plan.

Idaho's philosophy is to create a system of school identification that allows ISDE to identify schools for improvement if they are both the lowest performing in the state and not improving student outcomes as measured by the student growth to proficiency trajectory model. ISDE desires to avoid two common challenges associated with school accountability:

Growth Ceiling Issue: Using Idaho's previous rating system, it was possible for very high-performing schools to receive low ratings due to lack of growth, despite there being little room available for progress.

Low Baseline Issue: Previously, even if schools were improving at a fast rate, they could receive poor ratings due to low baseline performance.

The steps below describe the calculation steps the state will use in identifying the lowest-performing five percent of all schools receiving Title I, Part A funds.

Step 1: Select a school and identify the value of the first indicator (among the academic and school quality indicators described in section iv.)

As an example, the academic achievement indicator for Math, which is the percentage of students scoring at proficient or advanced. Let us assume this value is 75% for a hypothetical school – School X.

School X math performance

<u>Current year Proficient/Advanced</u>
<u>75%</u>

Step 2: Determine the school's rank on that indicator relative to all other public schools in the state in the same school category.

<u>School</u>	<u>Achievement</u>	<u>Rank</u>
<u>P</u>	<u>99%</u>	<u>1</u>
<u>F</u>	<u>98%</u>	<u>2</u>

<u>School</u>	<u>Achievement</u>	<u>Rank</u>
<u>AA</u>	<u>96%</u>	<u>3</u>
<u>S</u>	<u>94%</u>	<u>4</u>

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<u>School</u>	<u>Achievement</u>	<u>Rank</u>
	<u>●</u> <u>●</u>	<u>●</u> <u>●</u>
<u>X</u>	<u>75%</u>	<u>197</u>
	<u>●</u> <u>●</u>	<u>●</u> <u>●</u>
<u>G</u>	<u>32%</u>	<u>378</u>

To continue our example, assume School X's math achievement was about in the middle relative to other schools in the state, ranking 197 of 378 schools.

There are 181 schools with lower Achievement than School X and 196 that have higher Achievement than School X.

Step 3: Calculate the school's percentile rank for the indicator. The percentile rank is a simple calculation: divide the number of schools below the school in question by the total number of public schools in the state in the same school category. This number is then multiplied by 100. This calculation provides the percent of schools in the state that fall below the target school in that indicator.

For our hypothetical school X, the calculation would be as follows:

Math Achievement Percentile Rank

$$\frac{\text{Number of schools below School X (181)}}{\text{Total Number of schools (378)}} \times 100 = 48$$

Using this calculation, we determine that 48 percent of schools in the state fall below School X in the math academic achievement indicator.

Step 4: Repeat steps 1-3 for all indicators.

Step 5: Calculate a composite value for the school based on the available indicators. The composite value is calculated by applying the weights described in section b (below) to the percentile ranks for each indicator (determined at the end of step 3) and summing these values.

Step 6: Repeat steps 1-5 for all schools in the state.

Step 7: Rank schools from highest to lowest within their school category based on their composite value.

Step 8: Identify the composite value that would capture the bottom 5% of Title I schools within the K-8, high school, and alternative high school categories.

Idaho will designate both Title I and Non-Title I schools with composite scores at or below the relevant 5% threshold value as comprehensive schools.

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Step 9: Idaho will also celebrate schools for their work to meet the needs of their students by recognizing:

- Schools that meet or exceed the interim progress goals for each indicator.
- Schools that fall into the 90th percentile rank or above using the school identification methodology for each of the indicators in the framework.

Describe the weighting of each indicator in the State’s system of annual meaningful differentiation, including how the Academic Achievement, Other Academic, Graduation Rate, and Progress in ELP indicators each receive substantial weight individually and, in the aggregate, much greater weight than the School Quality or Student Success indicator(s), in the aggregate.

When identifying comprehensive and targeted support and improvement schools as described above, the school quality indicator will be weighted at 10% for all schools, with the remaining indicators weighted evenly across the remaining 90%.

See Table 9 below for an outline of indicator weights for Idaho’s most common school configurations. Stakeholder feedback indicated a desire to avoid assigning artificial weights to each indicator because the weights may appear arbitrary. However, because the school quality indicators are new to Idaho, ISDE has determined that weighting this indicator at 10% is appropriate during the first years of implementation. With this weighting, the academic indicators receive substantial weight both individually and in aggregate, much greater than the weight of the School Quality/Student Success indicator.

Table 912: Indicator weights for Idaho’s most common Title I school configurations (percent)

<u>School Type (Title 1 Schools)</u>	<u>Math</u>	<u>ELA/ Literacy</u>	<u>Student Growth – Math</u>	<u>Student Growth – ELA/Literacy</u>	<u>English Learner Proficiency</u>	<u>Graduation Rate</u>	<u>School Quality</u>
<u>K-8</u>	<u>18</u>	<u>18</u>	<u>18</u>	<u>18</u>	<u>18</u>	<u>NA</u>	<u>10</u>
<u>K-8 (no ELs)</u>	<u>22.5</u>	<u>22.5</u>	<u>22.5</u>	<u>22.5</u>	<u>NA</u>	<u>NA</u>	<u>10</u>
<u>High school</u>	<u>22.5</u>	<u>22.5</u>	<u>NA</u>	<u>NA</u>	<u>22.5</u>	<u>22.5</u>	<u>10</u>
<u>High school (no ELs)</u>	<u>30</u>	<u>30</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>30</u>	<u>10</u>
<u>Alternative high school</u>	<u>22.5</u>	<u>22.5</u>	<u>NA</u>	<u>NA</u>	<u>22.5</u>	<u>22.5</u>	<u>10</u>
<u>Alternative high school (no ELs)</u>	<u>30</u>	<u>30</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>30</u>	<u>10</u>

Using the percentile rank calculations described in section A(4)(v)(a) of this plan as the foundation, ISDE will use additional, simple calculations to identify the lowest performing 5% of Title I schools for comprehensive support and improvement.

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~~Academic achievement is the actual, non-averaged achievement in that school year. Schools are identified for comprehensive support every three years.~~

~~Non Title I schools will be designated as comprehensive schools if the results of their calculation fall within the performance range of the 5% of designated Title I schools.~~

~~The following steps pick up from the sequence left off at the conclusion of the previous section of this plan. They show how the state's system of annual meaningful differentiation will build to school identification.~~

~~Step 4: Take the higher of Achievement or Growth for each indicator.~~

~~In the example in section A(4)(v)(a), because 99 is higher than 48, 99 will represent the score for School X's math indicator. Forty-eight will not be used to determine whether the school will receive comprehensive support.~~

~~Step 5: Repeat for all indicators, and take the average.~~

~~Step 6:~~

School X's Indicator Results

Math	<u>Math</u> <u>Growth</u> <u>h</u>	ELA/Literacy	<u>ELA</u> <u>Growth</u> <u>h</u>	Graduation Rate	English Learner Proficiency	School Quality (always 10% weight)	Average
<u>Achievement</u> <u>percentile</u> <u>rank</u> 99	<u>Growth</u> <u>h</u> <u>percentile</u> <u>rank</u>	Higher of either Growth or Achievement percentile rank	<u>Growth</u> <u>h</u> <u>Percentile</u> <u>rank</u>	Higher of either Growth or Achievement percentile rank	<u>Percent of students making expected progress toward proficiency</u> Higher of either Growth or Achievement percentile rank	Higher of either Growth or Achievement in School climate survey absenteeism (K-8) or college and career readiness (high school)	Average of all indicator scores other than school quality (always 10%)

~~Table 12 above indicates the weights for each indicator used in school identification.~~

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~~Step 6: Repeat for all Title I schools in the state and rank schools from highest to lowest.~~

- b. **Comprehensive Support and Improvement Schools.** Describe the State’s methodology for identifying all public high schools in the State failing to graduate one third or more of their students for comprehensive support and improvement.

Beginning in 2018, Idaho will identify all public high schools in the state with a four-year cohort graduation rate less than 67% as averaged over three years for comprehensive support and improvement. Graduation rates will be reported annually.

- c. **Comprehensive Support and Improvement Schools.** Describe the methodology by which the State identifies public schools in the State receiving Title I, Part A funds that have received additional targeted support under ESEA section 1111(d)(2)(C) (based on identification as a school in which any subgroup of students, on its own, would lead to identification under ESEA section 1111(c)(4)(D)(i)(I) using the State’s methodology under ESEA section 1111(c)(4)(D)) and that have not satisfied the statewide exit criteria for such schools within a State-determined number of years.

If a Title 1 school is identified for additional targeted support under section A(4)(vi)(f) of this plan for three consecutive years (i.e., the school has not met the statewide exit criteria for two consecutive years immediately after the year in which it was identified for additional targeted support), that school will be identified as a comprehensive support and improvement school.

- d. **Year of Identification.** Provide, for each type of schools identified for comprehensive support and improvement, the year in which the State will first identify such schools and the frequency with which the State will, thereafter, identify such schools. Note that these schools must be identified at least once every three years.

Idaho will begin identifying comprehensive support and improvement schools for the 2018-19 school year and every three years thereafter.

- e. **Targeted Support and Improvement.** Describe the State’s methodology for annually identifying any school with one or more “consistently underperforming” subgroups of students, based on all indicators in the statewide system of annual meaningful differentiation, including the definition used by the State to determine consistent underperformance. (ESEA section 1111(c)(4)(C)(iii))

Idaho will identify targeted support and improvement schools based on student group achievement gaps. The percent proficient/advanced for each student group will be compared to the percent proficient/advanced for all students not in that group for English/Language Arts and Mathematics. This will be done for each school and each student group that meets Idaho’s n-size requirement.

A consistently underperforming student group in Idaho is any student group that has an achievement gap, relative to with its non-group peers, of 35 percentage points or more in

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English/Language Arts or Mathematics, averaged over three years for three consecutive years in any of the indicators. A school with a consistently underperforming student group will be identified for targeted support and improvement.

For example, a school with a tested Hispanic population that meets or exceeds Idaho's n-size requirement will have the percent of Hispanic students who are proficient/advanced in English/Language Arts and Mathematics compared with the percent of non-Hispanic students who are proficient/advanced in English/Language Arts and Mathematics. If this achievement gap is 35 percentage points or more in Mathematics for three consecutive years, the school would be identified for targeted support and improvement. The same would be the case if the calculation revealed a 35 percentage point achievement gap in English/Language Arts averaged over the most recent three years.

Targeted support and improvement schools will first be identified in the 2018-19 school year and each year thereafter.

The definition of the historically underperforming student groups used to determine targeted support and improvement schools are:

1. Economically disadvantaged are students with a free or reduced-price lunch status.
2. English learners are those who have not yet tested as English proficient.
3. Minority students include American Indian or Alaskan Native, ~~Asian~~, Black or African American, Native Hawaiian or Pacific Islander, ~~White~~, Hispanic or Latino.
4. Students with disabilities are students that meet eligibility criteria as outlined in the Idaho Special Education Manual according to the Individuals with Disabilities Education Act (IDEA).

Each targeted support and improvement school will be required to develop and implement an improvement plan that is aligned to the long-term goals for the state, and approved by their LEA.

- f. **Additional Targeted Support.** Describe the State's methodology for identifying schools in which any subgroup of students, on its own, would lead to identification under ESEA section 1111(c)(4)(D)(i)(I) using the State's methodology under ESEA section 1111(c)(4)(D), including the year in which the State will first identify such schools and the frequency with which the State will, thereafter, identify such schools. *(ESEA section 1111(d)(2)(C)-(D))*

While the lowest-performing five percent of schools will be identified as comprehensive support and improvement schools every three years, the methodology for identifying comprehensive support and improvement these schools will be applied to student subgroups calculated annually for the purpose of identifying schools for additional targeted support, in comparison to the all-students group of comprehensive schools.

The comprehensive support and improvement calculations will be run for all students to identify the lowest-performing five percent of schools. The same calculations will then be run for schools using each of the historically underperforming student groups (when meeting the n size requirements). The final, weighted composite value for each student

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group will be compared with that for schools that are (or would be) identified for comprehensive support and improvement.

If the composite value for any of the historically underperforming student groups is below that for the highest performing school in the bottom 5% of the comprehensive identification schools, the school will be identified for targeted support and improvement
~~If any student group in any school's that meets Idaho's n-size requirement student subgroup performance is demonstrates the same or lower performance in English/Language Arts or Mathematics than the highest performing all students group that would be identified as described above amongst CSI schools, that school would will be identified for additional targeted support. In other words, if results for any student group, on its own, would have resulted in the school being identified for comprehensive support, that school will be identified for additional targeted support. This calculation will be run every three years, beginning with the 2018-19 school year, to mirror comprehensive support and improvement identification as described in section A(4)(vi)(a) of this plan.~~

To exit additional targeted support, a school must not be identified using the methodology described above.

- g. **Additional Statewide Categories of Schools.** If the State chooses, at its discretion, to include additional statewide categories of schools, describe those categories.

The state does not identify additional statewide categories of schools.

- vii. **Annual Measurement of Achievement (ESEA section 1111(c)(4)(E)(iii)):** Describe how the State factors the requirement for 95% student participation in statewide mathematics and reading/language arts assessments into the statewide accountability system.

Idaho understands that in order to provide a fair and accurate picture of school success, and to help parents, teachers, school leaders, and state officials understand where students are struggling and how to support them, the state must ensure high participation in statewide assessments.

According to current Idaho Administrative Code (IDAPA 08.02.03.112(e)), "failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved measurable progress in ISAT proficiency." For the purposes of this plan, "measureable progress on ISAT proficiency" is defined as not having met the school's interim progress measure toward its long-term goals in any group where 95% participation is not attained.

Additionally, "If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation."

Should a school or LEA not meet the 95% participation minimum standard, the local school board will be notified by the State Board of Education that the school or district has failed to meet the minimum standard of reporting and that this will be reflected on the state report

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card. The ISDE will support the school or LEA to write a parent outreach plan that addresses how it will engage parents and community members in order to meet the 95% participation minimum standard. In addition, ISDE will develop policies requiring the LEA to use a portion of its funds pursuant to 33-320, Idaho Code (Continuous Improvement Plans) for local school board and superintendent training on data-driven decision-making and assessment literacy.

If a school has at least 95% participation in any year, the school will not be required to submit a parent outreach plan for the following year.

viii. **Continued Support for School and LEA Improvement** (*ESEA section 1111(d)(3)(A)*)

- a. **Exit Criteria for Comprehensive Support and Improvement Schools.** Describe the statewide exit criteria, established by the State, for schools identified for comprehensive support and improvement, including the number of years (not to exceed four) over which schools are expected to meet such criteria.

Lowest performing 5% of schools:

To exit comprehensive support and improvement a school identified in the lowest performing 5% of schools must:

- ~~The school is no longer meets~~ the eligibility criteria for comprehensive support and improvement (~~is no longer~~ be in the lowest 5%), and
 - ~~The school has shown a consistent growth trajectory compared with the data in the year during which the school was identified.~~ Achieve ELA and Math results above the 20th percentile within each school category for the all student group, and
 - ~~The school has a~~ Articulated in writing a plan for sustaining improved student achievement. The plan will be submitted to and approved by the State Technical Assistance Team (STAT). This plan will articulate measurable goals, aligned strategies, and a robust monitoring plan. This sustainability plan must explain how the school will maintain a strong rate of growth and change for students while addressing how the school intends to ensure sustainability without additional improvement funds.
- ~~In addition, if a school meets its second year interim goals after the second year of identification (i.e., is on track to hit its three year goals), the school may elect to exit comprehensive support and improvement status and forfeit any school improvement funds available in the final year in the improvement cycle.~~

Schools with graduation rate below 67%:

Schools identified for comprehensive support and improvement by failing to graduate two-thirds of its graduating cohort in any year may exit from comprehensive status if:

- The school's average graduation rate over the previous 3 years exceeds 67%, or
- The school's graduation rate for two consecutive years exceeds 67%.

- b. **Exit Criteria for Schools Receiving Additional Targeted Support.** Describe the statewide exit criteria, established by the State, for schools receiving additional targeted support under ESEA section 1111(d)(2)(C), including the number of years over which schools are expected to meet such criteria.

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Schools identified for additional targeted support will be assigned school improvement goals with a three-year timeline for the student group for which the school was identified for additional targeted support. These goals will be aligned with a long-term goal for that student group to reduce the gap to 100% proficiency in each indicator by half over 6 years with 2016 as the baseline year. To exit, a school must:

- ~~The school n~~No longer meets the eligibility criteria for additional targeted support, and
- ~~The school has shown a consistent growth trajectory compared with the data in the year during which the school was identified for the student group for which it was identified~~Achieve ELA and Math results above the 20th percentile within each school category, for all subgroups for which the school was identified for targeted support and improvement.

~~In addition, if a school meets its second-year interim goals for each student group for which it was identified after the second year of identification (i.e., is on track to hit its three-year goals), the school may elect to exit additional support and improvement status.~~

- c. **More Rigorous Interventions.** Describe the more rigorous interventions required for schools identified for comprehensive support and improvement that fail to meet the State's exit criteria within a State-determined number of years consistent with section 1111(d)(3)(A)(i)(I) of the ESEA.

More rigorous interventions in a school failing to meet Idaho's exit criteria after three years will be led by the State Technical Assistance Team (or STAT, see section A(4)(viii)(e) for a complete description), who will facilitate the completion of a Comprehensive and Integrated Field Review (CIFR) that will lead to next steps for the school. Below is a description of the steps the STAT will complete to determine more rigorous interventions.

Notification of insufficient progress from the Superintendent of Public Instruction will go to:

- The Idaho State Board of Education
- The local school board
- The superintendent of the LEA with the building principal copied
- The public via the School Accountability Report Card

Next steps include:

- The ISDE conducts a Comprehensive and Integrated Field Review (CIFR) during the fall following the third year of identification (see below for membership and protocol).
- The State Board of Education may direct the use of some of the LEA's continuous improvement funds pursuant to 33-320, Idaho Code for local school board training in school improvement.
- A leadership coach may be assigned to the local school board and LEA leader to inform school improvement at the local level.

Membership of the Comprehensive and Integrated Field Review Team may include:

- ISDE representatives

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- LEA/school administrators and teachers from the region with similar demographics, which may include a school librarian
- Persons nominated by Idaho School Boards Association, Idaho Association of School Administrators, Idaho Association of Special Education Directors, Idaho Education Association
- Administration/faculty applicants from high achieving schools chosen by the State Department of Education

Comprehensive and Integrated Field Review protocol:

- Observe a stratified sample of faculty including teachers of special populations, using a standard protocol. The protocol will include a subset of the indicators that align with the state's current teacher evaluation system.
 - Interview focus groups with teachers, parents, students, and noncertified staff (e.g. food service, custodians and paraprofessional).
 - Interview LEA and school administrators.
 - Collect and interpret data.
 - Recommend additional school interventions to school, LEA, and state leadership.
 - School, LEA, and state leaders agree upon and implement new interventions for the school.
- d. **Resource Allocation Review.** Describe how the State will periodically review resource allocation to support school improvement in each LEA in the State serving a significant number or percentage of schools identified for comprehensive or targeted support and improvement.

Idaho will identify all LEAs with 50% or more of comprehensive and targeted support and improvement schools every year.

For LEAs with 50% or more comprehensive and targeted support and improvement schools the state will annually review ESSA Federal program resource allocations from the LEA to the school through the Consolidated Federal and State Grant Application (CFSGA). Budget and expenditure information, supports and resources, and student performance will be analyzed to determine the effectiveness of those supports.

ISDE has access to a wide variety of resources, including funding, expertise, math and ELA coaches, leadership training, and assessment development. The allocation of these resources will first be applied to those comprehensive and targeted schools, especially the LEAs that have more than 50% of schools identified for comprehensive or targeted support.

- e. **Technical Assistance.** Describe the technical assistance the State will provide to each LEA in the State serving a significant number or percentage of schools identified for comprehensive or targeted support and improvement.

Idaho is committed to a robust statewide system of support. Our system of support is designed to pair local issues with local solutions and draws from a variety of resources and

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programs to build the capacity of schools and LEAs for continuous and sustainable improvement. The statewide system of support is managed and coordinated by the State Technical Assistance Team (STAT). This team is responsible for overseeing all school improvement grants for comprehensive and targeted schools. The STAT works with LEAs to ensure that improvement plans are evidence-based and managed for high performance.

The STAT will provide a network approach to improving instruction and achievement for each school identified as comprehensive support and improvement. The STAT will include members of the executive team, federal programs director, associate deputy of federal programs, director of special education, director of Title III, director of curriculum and instruction, director of assessment, school improvement coordinator, a Career and Technical Education (CTE) representative, a state board of education representative, and members of the local LEA and school leadership teams. Depending upon the needs of the schools identified for comprehensive or targeted assistance, other specialists will be asked to provide input, such as school library or charter school representatives.

Plan implementation and management support may be provided by the STAT if specifically requested by the LEA or school. The assistance may be in the form of conducting a comprehensive needs assessment, drafting a comprehensive plan, defining evidenced-based interventions, defining key indicators to measure and monitor, conducting periodic data collection, evaluating the data, and making necessary corrections in the interventions.

As shown in Table 103 below, the statewide system of support includes strategies and activities that LEAs and schools can select based on need. Schools identified for comprehensive support and improvement will likely need to draw on multiple strategies, whereas schools identified for targeted support and improvement may apply focused resources on meeting the needs of particular groups of students. This could include drawing on the English Learner Program to support EL students or providing extended learning time to help accelerate learning for specific groups of students. All funded activities and programs are evaluated regularly for evidence of effective implementation and to assess the degree to which services and activities are evidence-based. Programs draw on guidance from the U.S. Department of Education's What Works Clearinghouse and expertise from the Northwest Comprehensive Center and Regional Education Lab Northwest.

The STAT will ensure that school improvement plans meet evidence-based requirements under ESSA, and that the state interventions being applied to schools are evaluated to ensure that they are high quality and resulting in improved outcomes for students.

State-led school improvement activities are funded through the state administrative set-aside for 1003(a) funds. Services are provided directly to schools identified for improvement, when requested by the LEA as an optional part of the 1003(a) funding formula.

Table 1013: Strategies used in the Idaho statewide system of support

Strategy	Activity	Provider/program	Funding source
Creating/implementing comprehensive and	Diagnostic evaluation/needs	ISDE or approved provider	Title I-A

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Strategy	Activity	Provider/program	Funding source
targeted school improvement	assessment to determine key challenges and root causes		School Improvement funds
Creating/implementing comprehensive and targeted school improvement	Comprehensive school improvement and leadership coaching	Idaho Capacity Builders	Title I-A School Improvement funds
Improving leadership effectiveness	Training/Mentoring for School Board Members	ISDE, Idaho School Boards Association, Idaho Building Capacity Project	School Improvement funds
Improving leadership effectiveness	Leadership coaching	Idaho Building Capacity Project	School improvement funds
Improving leadership effectiveness	Mentoring and support for principals	Idaho Principals Network Idaho Principal Mentoring Project	School improvement funds Title II-A
Improving leadership effectiveness	Mentoring and support for superintendents	Idaho Superintendents Network	School improvement grant
Improving leadership effectiveness	School improvement training for local school boards and superintendents	ISDE or contract vendor	State funds pursuant to 33-320, Idaho Code
Improving leadership effectiveness	Mentoring, training, and support for emerging CTE leaders and prospective CTE administrators	Leadership Institute	State funds (CTE)
Aligning curriculum and improving instruction	Professional development and technical assistance in curriculum and standards development and alignment and research-based	Approved providers; state regional mathematics or ELA specialists	State funds

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Strategy	Activity	Provider/program	Funding source
	instructional improvement		
Aligning curriculum and improving instruction	Idaho Content Standards/Literacy coaching	Idaho Coaching Network, ELA/Literacy	State funds
Aligning curriculum and improving instruction	Training on the Idaho Content Standards and technical assistance with how to align curriculum, instruction, and assessment practices	Idaho Coaching Network/ELA/Literacy Coaches, Idaho Math Centers	State funds
Aligning curriculum and improving instruction	Educator evaluation training and coaching	ISDE and SBOE Educator Effectiveness Coordinators	State funds
Aligning curriculum and improving instruction	Opportunities to implement STEM curriculum	STEM Action Center	State and federal funds
Aligning curriculum and improving instruction	Training on Assessment and Data Literacy	ISDE	State funds (CTE)
Aligning curriculum and improving instruction	Training on the Idaho Career Technical Content Standards and technical assistance with how to align programs and assessments.	ICTE Reach Professional Development Conference; Program Quality Managers	State funds
<u>Aligning curriculum and improving instruction</u>	<u>Participating in the Idaho Mastery Education Network</u>	<u>ISDE</u>	<u>State funds</u>
Supporting English learners	Technical assistance with EL program design	Idaho English Learner Program	State and federal funds
Supporting English learners	Training on WIDA standards and technical assistance on aligning WIDA standards with Response to	Idaho English Learner Program	State and federal funds

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Strategy	Activity	Provider/program	Funding source
	Intervention (RTI) practices		
Supporting Special Education students	Multi-tiered instructional training and coaching	SESTA team of Special Education Idaho Center on Disabilities and Human Development	State funds, special education funds
Supporting Special Education students	Training on intensive interventions, assessments and strategies related to special education	SESTA team of Special Education Idaho Center on Disabilities and Human Development	Special education funds
Extended learning time	Technical assistance on how to redesign the school day using extended learning and/or other opportunities (e.g., 21 st Century Community Learning Centers and school or public libraries)	ISDE and/or Idaho Universities	Title IV
Family and community engagement	Technical assistance in the inclusion of families and the community in the school improvement planning and implementation process	ISDE-Family Engagement Coordinator	State funds
Family and community engagement	Access to and support with the Family Engagement Tool (FET)	ISDE-Family Engagement Coordinator	State funds
Family and community engagement	Career and Technical Student Organizations (CTSOs) provide	ICTE	

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Strategy	Activity	Provider/program	Funding source
	student leadership opportunities and community engagement		
Family and community engagement	Career and Technical Program Advisory Committees provide community partnerships and industry input for CTE programs	ICTE	State funds (CTE)

The following describes each of these strategies and activities in greater detail:

Management of Comprehensive and Targeted School Improvement

LEAs and schools need guidance and support in conducting needs assessments, prioritizing goals and needs, and developing improvement plans that are actionable and effective. ISDE partners with local and regional organizations to provide this assistance.

Comprehensive needs assessment and action plan: As part of the state’s support, all comprehensive support and improvement schools will conduct a comprehensive needs assessment. The needs assessment may include an examination of four key components of each school: climate and culture, student engagement, leadership, and stakeholder perspectives and experiences. Data will be collected and analyzed using key performance and improvement indicators for school quality and learner outcomes. Areas of improvement will include a root-cause analysis to determine appropriate solutions. Improvement areas will be prioritized, and this information will help guide LEAs in writing their comprehensive support and improvement plans and will help the STAT provide ongoing support assistance. If the LEA would like assistance from ISDE in either conducting the diagnostic evaluation or recommending an external provider, the school improvement coordinator will provide the information and resources.

Action plans from the diagnostic evaluation will address the why, who, what, when, and resource allocation for making improvement changes. A vision for the school will be developed and the school’s strategic direction—setting short-term (one year) and long-term (three to five years) goals—will be identified. An important component of the plan will include external stakeholder involvement in the development process and during the implementation of the plan. External stakeholders will include, at a minimum, the principal and other school leaders, teachers, and parents. The LEA will address in the plan how it will monitor and oversee the plan’s implementation, as well as how the effectiveness of the plan will be evaluated. Title I-A school improvement funds may be used to fund a comprehensive needs assessment if the LEA chooses to use an external provider. Additionally, grant funds will be available for all Title I schools identified as comprehensive support and improvement for the purpose of implementing system changes, strategies, and

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interventions as identified in the school's improvement plan based on the results of the comprehensive needs assessment.

The STAT will meet regularly either in person or via web conference (depending on where team members are located). The state school improvement coordinator will develop the agenda with input from STAT member stakeholders and will facilitate the meetings. One of the key responsibilities of this group will be to review data to inform strategies for improvement. Data from each of the stakeholders will be provided to the STAT members ahead of the meeting time. The purpose of the meeting will be to review progress from the last meeting and identify action plan supports and next steps for the following meeting. All stakeholder members are mutually responsible for the improvement of the school.

Given that the STAT will have members who are part of ISDE's executive team, ISDE will have an internal system of control with regular feedback provided to the superintendent and cabinet. The STAT members will also be responsible for continuing to convene regular meetings of a core team, which will include representatives from ISDE, CTE, and OSBE leadership. ISDE, the STAT, and the core team will have access to technical assistance from external providers and will reach out to staff from other state education agencies to brainstorm challenges.

The STAT will use the LEA and school improvement plans as a component of analysis of school progress. This team will work with LEAs to examine school data in an iterative process that includes an initial benchmark of student achievement levels, delivery of the prescribed intervention, a second assessment of progress, continued intervention, and a third assessment of progress.

If the monitoring of data demonstrates *no improvement in student progress* toward desired outcome(s) after two cycles within one year of the initial grant, the STAT, in collaboration with the LEA, should determine modification to the intervention(s) or a redefinition of the intervention. The new or modified intervention should be implemented and the monitoring process should begin again.

If the school no longer falls in the category of comprehensive support due to the *significant increase in achievement and/or growth* or it is the conclusion of the STAT that the school's processes and procedures will result in higher levels of student outcomes, ISDE and the LEA will discuss termination of designation and a plan for interim measures of progress, student data, and scaffolded support. The school will be considered exited, but the additional funding allocated for support will no longer be distributed.

Idaho Building Capacity Project: Central to the strategy of providing assistance with the management of school improvement is the Idaho Building Capacity (IBC) Project. The project began in 2008 and is now a cornerstone of ISDE's statewide system of support and its approach to school improvement. Idaho Capacity Builders are experienced educators who have in-depth knowledge of school improvement processes and demonstrated experience implementing change processes. All schools identified for comprehensive or targeted support will receive support from a Capacity Builder. Capacity Builders coach leaders and leadership teams through the tasks of improvement with monthly training and assist in promoting alignment among the various parts within the school or LEA system.

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Capacity Builders are provided with a toolkit of evidence-based school improvement resources and, in partnership with school and LEA leaders, help create and implement a customized school improvement plan. The Capacity Builders are managed by regional school improvement coordinators at Boise State University, Idaho State University, and University of Idaho.

Improving Leadership Effectiveness

The statewide system of support includes several activities to increase the effectiveness of LEA and school leadership. The following activities draw on the strengths and assets of Idaho's educators while providing focused support to leaders of schools identified for comprehensive or targeted support and improvement.

Idaho Principals' Network (IPN): The IPN brings school principals together in a professional learning community that is singularly focused on improving outcomes for all students by improving the quality of instruction in all schools. Through the IPN, principals participate in a balance of content, professional conversation, and collegial instructional rounds related directly to instructional leadership, managing change, and improving the overall effectiveness of the instructional core. For example, the network has worked on improving classroom observations, building turnaround leadership competencies, and instructional rounds. For schools identified for comprehensive support and improvement, the IPN is required and provides coaching and support unique to the leadership needs of each principal. Data collected in July 2017 indicated that IPN participants overwhelmingly indicated satisfaction with the program. Over 95% of participants would either recommend or strongly recommend the program and indicated that the workshops are useful and directly impact their work.

Idaho Superintendents' Network (ISN): The ISN was developed by ISDE in partnership with Boise State University's Center for School Improvement and Policy Studies. The purpose of this project is to support the work of LEA leaders in improving outcomes for all students by focusing on the quality of instruction. The network comprises committed superintendents who work together to develop a cohesive and dedicated leadership community focused on teaching and learning. The superintendents support each other as they bring about change and collectively brainstorm obstacles that may prevent improvement in the quality of the instruction in their LEAs. ISDE acts as a resource and provides the necessary research, experts, and planning to bring superintendents from across the state together to discuss self-identified issues. The ISN is a key resource for superintendents in LEAs with schools that are in comprehensive and targeted designation in order to support and build their capacity in specific aspects of leadership. Areas of support provided by the ISN include transforming district central offices for learning improvements, using data to improve teacher effectiveness and instruction, and creating strong stakeholder relationships. The ISN is required for district superintendents with one or more schools identified for comprehensive support and improvement.

The Idaho Principal Mentoring Project (IPMP): The IPMP is designed for early career principals in Idaho. This project is voluntary and will provide new to position principals multiple levels of support. The program hires highly distinguished principals and/or superintendents trained by the state to mentor school leaders. Principal mentors are

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assigned to principal mentees based on need and experience. Mentors coach leaders through the tasks of improvement with regular high-performance phone calls. Principal mentors are provided with a toolkit of mentoring resources and work with mentees to create a customized mentoring plan that focuses on developing the skills and dispositions in four critical areas of school level leadership: interpersonal and facilitation skills, teacher observation and feedback, effective school-level practices and classroom-level practices, and using data to improve instruction. Data collected in July 2017 showed that 100% of IPMP participants indicated satisfaction with the program and that it directly impacts their work. Moving forward, IPMP participation will be required for new principals serving in schools identified for comprehensive support and improvement.

Idaho Career & Technical Education (CTE) Leadership Institute: Leadership Institute was developed to foster professional development and provide leadership training and opportunities for Idaho professionals in career and technical education. The goal is to train individuals to become local, district, or state-level administrators of career and technical programs. CTE programs in Idaho exist at the middle, secondary, and postsecondary levels, and workforce training exists in noncredit settings such as community colleges and correctional facilities. Each year applicants for Leadership Institute are nominated by a peer, supervisor, or other CTE administrator who recognize the leadership potential of the nominee. New selected members are placed into a cohort to join other cohorts in a rolling 27-month professional development journey that includes training on state and national policy, CTE funding and governance, administration of CTE programs and schools, introduction to national CTE professional associations and advocacy, and personal leadership discovery and growth. Professional staff at ICTE lead the cohorts and act as mentors for the Leadership Institute participants throughout their time in the cohort and beyond.

Aligning Curriculum and Improving Instruction

Professional development and technical assistance from state content specialists: Idaho has a network of local teacher leaders and content specialists who provide high-quality professional development across the state. The Idaho Regional Mathematics Centers are housed within the colleges of education at each of Idaho's four-year institutions of higher education: Boise State University, Lewis Clark State College, Idaho State University and University of Idaho. The staff of each Regional Mathematics Center provides both regional, district and school-specific support in mathematics education. Each center has developed and utilizes a systematic method to gauge regional, district or school needs and readiness in order to provide equal opportunity to services. To ensure a lasting change in Idaho educators' instructional practice, center programs are of sufficient quality, duration and frequency.

The Idaho Content Literacy Coaches are a group of more than 600 teacher leaders who provide professional development on the Idaho Content Standards, along with lessons, units, and assessments aligned to the Idaho Content Standards. For schools identified as in need of comprehensive or targeted support and improvement, regional mathematics and literacy specialists provide job-embedded coaching.

For schools that are implementing mastery education, expertise from the Idaho Mastery Education Network will be a critical resource for implementing this important but challenging shift in how students learn and are assessed. In addition, mastery education

may be used as a strategy for school improvement in schools that are not yet implementing mastery education.

Educator effectiveness coordinator: Educator effectiveness is a program that provides LEAs with standards, tools, resources, and support to increase teacher and principal effectiveness and consequently increase student achievement. ISDE's and OSBE's educator effectiveness coordinators integrate educator effectiveness policies and resources within Idaho's statewide system of support. Schools identified for comprehensive or targeted support and improvement may utilize the educator effectiveness program for the following: integrating observation and evaluation into continuous school and LEA improvement; technical assistance and professional development on effective instructional strategies and interventions; and creating school and LEA improvement plans that integrate educator observation and evaluation practices with resources, strategies, assessments, and evaluation procedures that will adequately address the needs of all learners.

Supporting English Learner Students

Schools identified for comprehensive or targeted support and improvement may serve disproportionately high percentages of EL students compared with other schools in the state. ISDE is part of the WIDA Consortium and provides the following supports:

Technical assistance with EL program design and implementation: The Idaho English Learner Program assists school districts with federal and state requirements of ELs. Program staff works with LEAs to create, implement, and maintain language development programs that provide equitable learning opportunities for ELs. The Idaho EL and Title III Program also provides support for all Idaho educators of EL students through professional learning opportunities that are intentionally designed based on evidence about student and teacher needs.

Training on WIDA standards and technical assistance on aligning WIDA standards with RTI practices: The Idaho State EL and Title III Program partners with the WIDA consortium to provide training and technical assistance in implementing the WIDA standards and assessments for English language development and in using data to design and manage instruction and support for EL students.

Extended Learning Time

Adjusting the frequency and intensity of interventions can be facilitated by the provision of extended learning time for students and educators. The state encourages LEAs to review school schedules for efficient use of available time and to ensure that available time is effectively used for instruction and academic intervention. LEAs are encouraged to determine how—within existing frameworks and resources—schools can provide interventions and supports beyond scheduled instructional time and how they might use school improvement funds to extend learning time beyond the school day. In particular, schools may leverage school or public libraries in order for students to access additional education resources outside of regular class time during the regular school day. Additionally, LEAs are encouraged to evaluate and determine how extended professional learning time can be made available for educators within schools identified for comprehensive improvement.

Family and Community Engagement

ISDE provides resources to support LEAs and schools in taking an evidence-based approach to involving families and the community in improving student outcomes.

Family and community engagement coordinator: ISDE has built a system to engage parents within the improvement process. The family and community engagement coordinator identifies, plans, and implements methods that would support LEA leaders and their schools in engaging families and the community at large in the discussion of continuous school improvement.

Family engagement tool: Idaho has collaborated with the Academic Development Institute, the parent organization for the Center on Innovation and Improvement, to provide the Family Engagement Tool (FET) as a resource to all Idaho schools. The FET guides school leaders through an assessment of indicators related to family engagement policies and practices. The resulting outcome is a set of recommendations that can be embedded in the school's improvement plan. As described on the FET website (www.families-schools.org/FETindex.htm), the tool provides: a structured process for school teams working to strengthen family engagement through the school improvement plan; rubrics for improving LEA and school family engagement policies, the home-school compact, and other policies connected to family engagement; documentation of the school's work for the LEA and state; and a reservoir of family engagement resource for use by the school.

Career & Technical Student Organizations (CTSOs): CTSOs are an integral, co-curricular part of all CTE programs. They provide opportunities for students to learn and practice leadership skills in the classroom, the school, the community, and within their organization. CTSO members perform community service projects. They may also engage with business and industry community leaders during board meetings, fundraising, and CTSO conferences where the community leaders attend to act as judges for competitive events. CTSOs are, in effect, the part of CTE programs that is visible to the community.

Technical Advisory Committees (TACs): TACs support CTE programs by providing input on curriculum and projects, collaborating on and/or securing equipment and other program needs, and supporting the educators and schools where CTE programs are housed, as practical and appropriate. TAC members become involved not only for CTE programs but also the school and the community to advocate for program improvement and student success.

Fiscal Management

Idaho's Public School Finance Department provides technical support to LEAs. Finance department staff also prepares reports about revenues, expenditures, budgets, attendance and enrollment, staffing, and school property taxes with information provided by LEAs. For LEAs seeking support on fiscal management and budgetary issues, the State Assistance Team will help coordinate support from the finance department.

ICTE provides technical assistance and oversight to administrators, managers, and teachers regarding the funding distributed through its office. This funding includes, but is not limited to, CTE added-cost funds, career technical school funds, and Idaho Quality Program

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Standards (IQPS) grants for secondary programs, postsecondary program funding, and Perkins funding for middle, secondary, and postsecondary programs.

- f. **Additional Optional Action.** If applicable, describe the action the State will take to initiate additional improvement in any LEA with a significant number or percentage of schools that are consistently identified by the State for comprehensive support and improvement and are not meeting exit criteria established by the State or in any LEA with a significant number or percentage of schools implementing targeted support and improvement plans.

Not applicable.

5. **Disproportionate Rates of Access to Educators** (*ESEA section 1111(g)(1)(B)*): Describe how low-income and minority children enrolled in schools assisted under Title I, Part A are not served at disproportionate rates by ineffective, out-of-field, or inexperienced teachers, and the measures the SEA agency will use to evaluate and publicly report the progress of the State educational agency with respect to such description.⁵

ISDE created a cross-agency workgroup in 2015 to ~~study~~ measure the equitable distribution of educators across the state. ISDE work~~ed~~ ed to analyze educator experience, credentials, and need. The data analysis ~~did~~ does not point to disparities in terms of the distribution of personnel who are working with low-income or minority students. The data analysis did identify a shortage of personnel and a higher than desired amount of inexperienced teachers across all areas. The findings became part of Idaho's Equity Plan submitted to the U.S. Department of Education on June 1, 2015, and sparked a statewide effort to study recruitment and retention. This workgroup continues to meet monthly to address various needs around teacher workforce strategies to recruit, retain, and equitably distribute teachers.

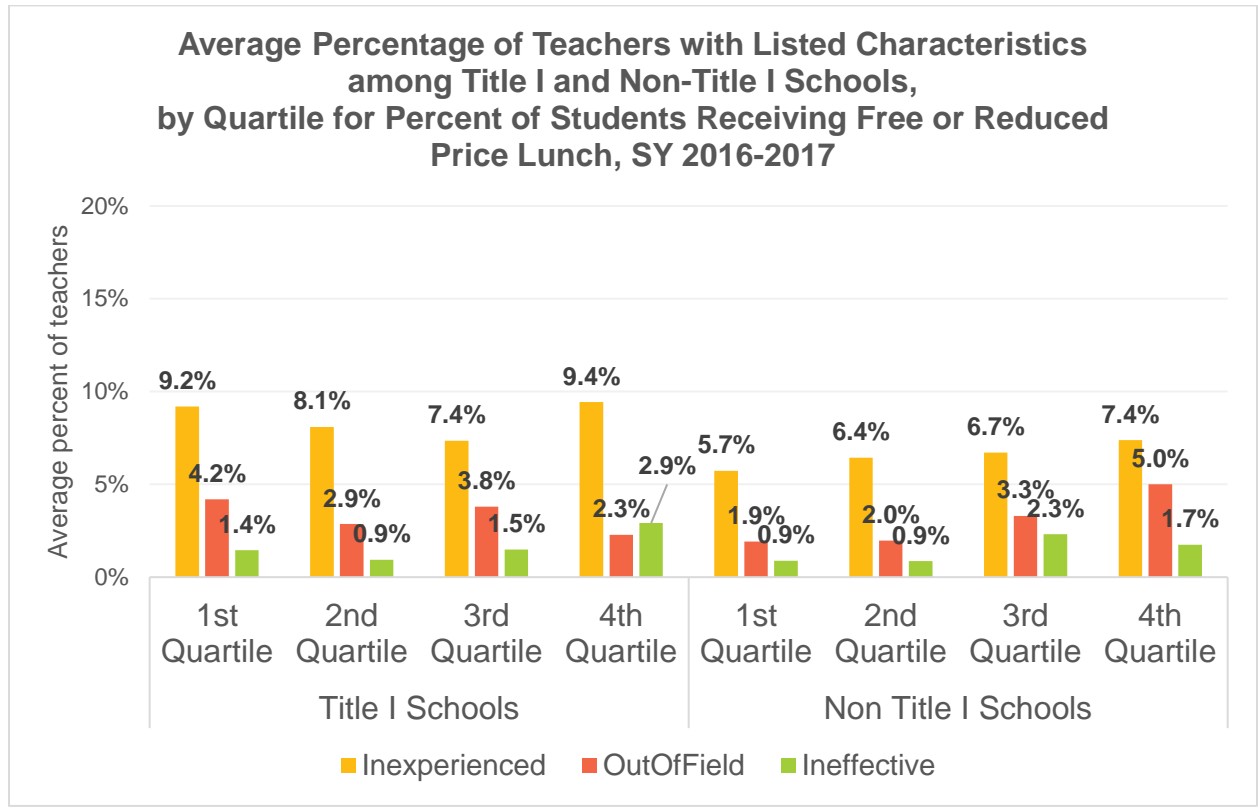
As illustrated in the approved Equity Plan, Idaho has found that there is little to no correlation between student group and educator quality in the state. Instead, Idaho is working to address a general challenge with teacher recruitment and retention statewide, especially in Idaho's rural and remote school districts. Recruitment and retention of effective educators is a cornerstone focus in both school improvement (using state funds, supplemented by Title I-A school improvement funds) and Effective Educators (Title II-A state activities and set-aside funds). The goal is to support educators at every level of the system.

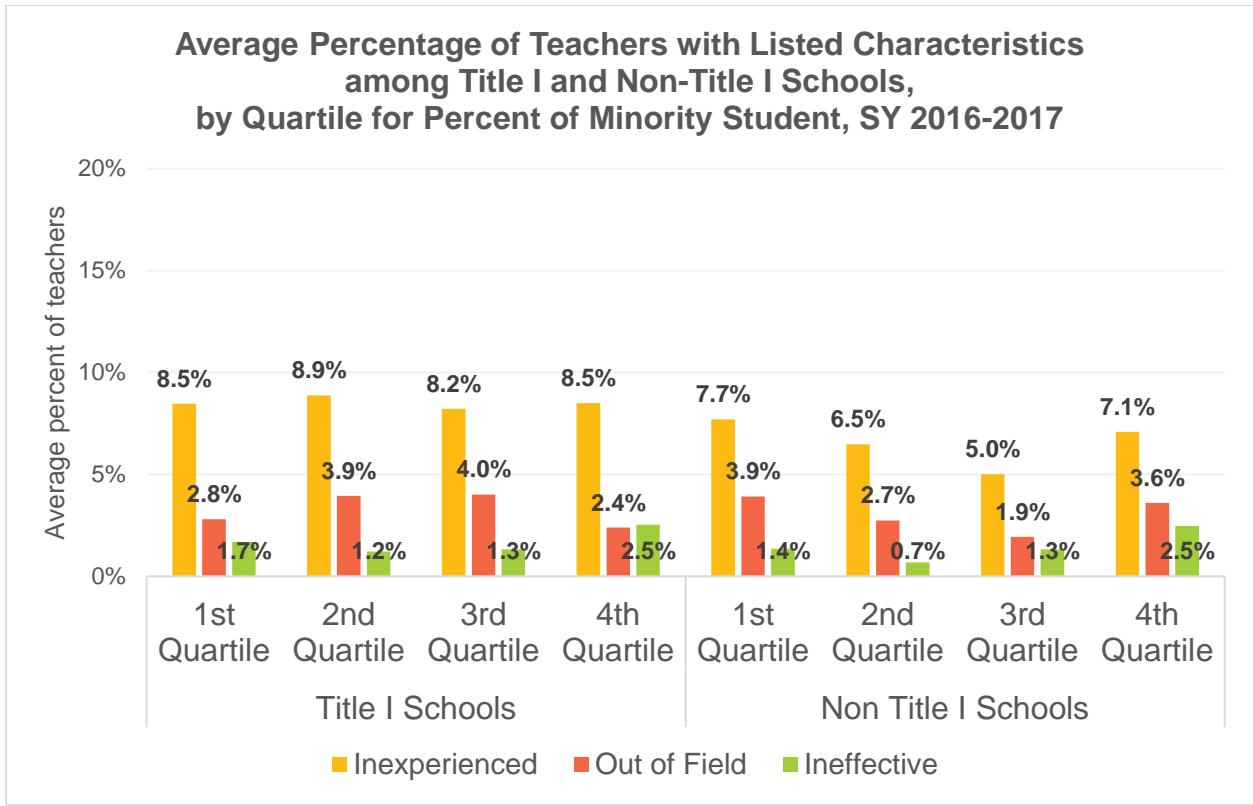
In addition, the State Board of Education convened an educator pipeline workgroup in 2016, which is working to release recommendations for addressing Idaho's teacher recruitment and retention challenge this year (2017). This workgroup has representation from diverse stakeholder groups, including ISDE, teachers, school administrators, school board members, parents, and the business community.

⁵ Consistent with ESEA section 1111(g)(1)(B), this description should not be construed as requiring a State to develop or implement a teacher, principal or other school leader evaluation system.

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In 2017, the ISDE ran the data for inexperienced, out-of-field, and unqualified teachers in relation to minority and low-income students in Title I-A and non-Title I-A schools to determine to what extent, if any, there may be gaps. The results of this data for the 2016-2017 school year are included below. While this updated data shows some disparity in the distribution of teachers, the gaps are small and will be monitored annually.





For the purpose of regularly analyzing the rates at which low-income and minority students are taught by ineffective, out-of-field, and/or inexperienced teachers, the following definitions are used:

- Ineffective teacher:
 - Majority (50% +1 student) of his/her students have NOT met their measurable student achievement targets (pursuant to 33-1001, Idaho Code), or
 - Has a summative evaluation rating of unsatisfactory.
- Out-of-field teacher: not appropriately certificated or endorsed for the area in which he/she is teaching
- Inexperienced teacher: in his/her first year of practice
- Low-income student: from economically disadvantaged families
- Minority student: identified as a member of a minority race or ethnicity

Note that Idaho's ineffective teacher definition is in alignment with the requirements in the state's salary apportionment law (Career Ladder) found in 33-1001, Idaho Code for educators to advance on the compensation table. The ineffective teacher definition went into effect July 1, 2017 so this data will not be officially in place until after the 2017-2018 school year.

Beginning with the 2017-2018 school year, ISDE will annually run data to analyze these rates and to assess whether or not low income and minority students are taught at a higher rate by teachers deemed to be ineffective, out-of-field, or inexperienced. If gaps arise or are identified, the ISDE will provide specific support and assistance to the building, LEA, and/or region where the disparity exists. Each LEA will identify and address any disparities that

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result in low-income students and minority students being taught at higher rates than other students by ineffective, out-of-field, or inexperienced teachers. Progress will be evaluated annually, as described in Idaho's Educator Equity Plan.

Information Progress on rates at which low-income and minority students in schools assisted under Title I, Part A are taught by ineffective, out-of-field, and/or inexperienced teachers will be publicly reported when published annually on the ISDE website at: <http://www.sde.idaho.gov/topics/ed-equity/index.html>.

6. **School Conditions** (*ESEA section 1111(g)(1)(C)*): Describe how the SEA will support LEAs receiving assistance under Title I, Part A to improve school conditions for student learning, including through reducing: (i) incidences of bullying and harassment; (ii) the overuse of discipline practices that remove students from the classroom; and (iii) the use of aversive behavioral interventions that compromise student health and safety.

Existing state supports will be leveraged to increase the impact of Title IV-A funds. After multiple years of stakeholder organizing and working with the Idaho Legislature, a law was passed during the 2015 session that increased the requirements of LEAs to address bullying and harassment including: ongoing professional development for all staff at the school building level, the expectation that all staff intervene when bullying/harassment occurs, the implementation of a graduated series of consequence for policy violators, and annual reporting of bullying incidents to ISDE.

The Idaho Legislature has also appropriated \$4 million ongoing in formula funds to establish safe and drug free schools. These funds can be leveraged to establish optimal conditions for learning, improve school climate, implement special programs, and explore alternatives to suspension and expulsion. In an effort to maximize these resources and assist LEAs in implementing best practices, ISDE hosts an annual conference focused on the prevention of risk behaviors, out of school time programs, and family/community engagement called the *Idaho Prevention and Support Conference*. Approximately 700 school counselors, teachers, administrators (including charter and alternative), school resource officers, juvenile probation officers, judiciary representatives, school psychologists, and other stakeholders attend every year. Recent conference themes include addressing bullying/harassment and Adverse Childhood Experiences (ACEs). ISDE has focused heavily on ACEs as this research makes a strong case for trauma-informed disciplinary policy and practice.

Additionally, ISDE won a Garret Lee Smith grant focused on youth suicide prevention from the Substance Abuse and Mental Health Services Administration and implemented Sources of Strength (an evidence-based youth suicide prevention program) in select schools from 2014 through 2016. One outcome of this work was the Idaho Legislature's establishment of the state's first Office of Suicide Prevention in the Department of Health and Welfare with an appropriation of \$1 million and four new full-time staff positions to continue implementing the Sources of Strength program in schools. This program has demonstrated efficacy not only in preventing suicide but also a wide range of risk behaviors, as it focuses on developing internal strengths such as grit, resilience, hope, and connectedness.

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These supports will be used to increase the impact of Title IV-A funds appropriated for LEA and ISDE efforts to address bullying and harassment. The strategies in Table 114 below already have a presence and existing supports in Idaho, and ISDE will encourage LEAs to use Title IV-A funds for these purposes if local data merits the need.

Table 114: Strategies for addressing behavior, discipline, and bullying/harassment

Strategy	Timeline	Funding sources
Idaho Prevention and Support Conference	Spring annually	Title IV-A
<ul style="list-style-type: none">• Support LEAs with existing initiatives:• Positive Behavior Interventions and Supports (schoolwide, systemic approach to improved culture and supports based on data)• Restorative justice practices• Mentoring programs such as Big Brothers, Big Sisters• Alternatives to suspension/expulsion (special programs)• Sources of Strength (secondary level)• Good Behavior Game (primary level)• Suicide Prevention Gatekeeper Training• Youth Mental Health First Aid• Mental Health assessment and referral• Crisis response/de-escalation training for school staff• School nurse position with student health room• Wellness programs (Coordinated School Health)• Multi-tiered systems of support• Development of risk assessment protocols and policies• Parenting programs such as Nurturing Parenting• Child sexual abuse prevention initiatives such as Stewards of Children	Ongoing	Title IV-A

The ISDE will also access—and encourage LEAs to access—the expertise of the regional Equity Assistance Center funded by the U.S. Department of Education to promote greater understanding of equity and to ensure equal access to educational opportunities for all students, regardless of race, ethnicity, gender, or national origin.

7. **School Transitions** (*ESEA section 1111(g)(1)(D)*): Describe how the State will support LEAs receiving assistance under Title I, Part A in meeting the needs of students at all levels of schooling (particularly students in the middle grades and high school), including how the State will work with such LEAs to provide effective transitions of students to middle grades and high school to decrease the risk of students dropping out.

The ISDE was deliberate in including a wide range of stakeholders in informing this Consolidated State Plan, in particular, the Title IV part A section includes feedback from

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representatives focused on suicide prevention, foster youth, homeless youth, families living in poverty, drop-out prevention, children of military families, rights of disabled students, Native American advocacy, neglected youth, migratory families and English learners.

Increasing Opportunities and Outcomes for College and Career: Idaho has a single State Board of Education that oversees its entire P–20 education system. This structure promotes consistency and allows for strategic planning across the entire P–20 education continuum, from kindergarten through college or career attainment. The SBOE sets benchmarks for the percentage of Idaho students graduating from high school, attending postsecondary institutions, and completing college and/or being ready to assume careers. Examples of the implementation of these goals include the support for advanced opportunities (with specific goals for the percentages of students completing advanced opportunities), Next Steps Idaho, which provides web-based guidance through the admissions process and funding streams, as well as efforts at the high school level, such as Idaho College Application Week.

Several committees and taskforces in Idaho are also working to create a seamless transition from high school to college and career. The Governor’s Higher Education Taskforce and Workforce Development Taskforce, convened by the SBOE, which include representatives from diverse stakeholder groups, are working to generate recommendations to further improve Idaho’s effort. The SBOE also adopted a statewide definition of college and career readiness in June 2017, which will be operationalized with college and career readiness standards for high school students that are now in development.

Transition to School: Idaho does not currently offer state-sponsored prekindergarten, although some LEAs use their Title I and local funds to support this effort. Transitions from prekindergarten to kindergarten are clearly articulated in the State Special Education Manual for students with disabilities. This guidance also addresses student progress through the grade continuum.

Idaho assesses all K–3 students on foundational literacy skills at least twice per year. Any student who is identified as “at risk” must receive a minimum of 30 hours (if slightly below grade level) or 60 hours (if below grade level) of additional intervention. The intervention must meet the evidence-based standard, and LEAs must write plans and identify progress annually to the state. During the 2016 session of the Idaho Legislature, funding for the intervention was increased from approximately \$2 million to \$9.3 million. During the 2017 legislative session, funding was increased again to \$11.4 million.

Middle Level: Idaho recognizes that decisions about college and career are often made prior to high school. To this end, the Middle-Level Credit System was instituted in May 2007 with the purpose of improving rigor, relevance, and relationships in the middle grades; identifying pockets of success throughout Idaho to develop best practices for all middle schools; and ensuring every Idaho student is prepared to be successful in high school and beyond. The Middle-Level Credit System focuses on five key areas: student accountability, middle-level curriculum, academic intervention, leadership among staff at the middle level, and student transitions between the middle and high school grades. This system provides

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the flexibility for LEAs to meet the unique needs of their students while maintaining quality.

In addition, 8th graders are required to complete learning plans for high school and beyond before transitioning to 9th grade. The state has developed a career information system for middle school and high school students that enables a student to learn about the skills and dispositions required in a wide range of jobs and professional fields. Eighth grade students also have access to college and career advisors, in which Idaho has invested heavily in recent years.

High School: ISDE supervises K–12 education and has identified priorities that are aligned with the vision of SBOE. The first goal of ISDE’s plan is ensure that all Idaho students persevere in life and are ready for college and careers. Every high school student is required to take a set of required courses, and every junior has the opportunity to take a nationally recognized college admission assessment, currently the Scholastic Aptitude Test, which is paid for by the state.

The legislature has appropriated state funds for students to offset costs associated with college entrance exams, dual credit, Advanced Placement, International Baccalaureate, and overload courses. Each student is eligible for \$4,125.00 to use beginning in 8th grade. Idaho’s dual credit participation has increased dramatically in recent years, with more students entering a two- or four-year university with transferable credits toward major or general education requirements. Thirty-two percent of high school students participated in Advanced Opportunities during the 2015-16 school year, which grew to 47% of high school students in 2016-17.

Career Technical School (CTS): ICTE oversees special CTE schools, referred to Career Technical Schools. These schools are designed to provide high-end, state-of-the-art technical programs and also meet certain other requirements in addition to the requirements of CTE programs in comprehensive high schools, such as field experiences and enrollment from multiple high schools. Career Technical Schools must also provide postsecondary alignment for all of their programs, giving students the opportunity to earn technical competency credits at Idaho postsecondary institutions with similar CTE programs.

Alternative Schools: Idaho’s alternative schools help students find success through a personalized approach. The supports and flexibility provided to alternative schools emphasize the specific needs of at-risk students. The alternative schools specifically work with students in grades 6-12 who are transitioning from elementary to middle/junior high and middle/junior high to high school in order to help them be successful at the next level.

Students enrolled in alternative schools in Idaho receive additional support not always found in traditional secondary schools. This may include assigning fewer classes per day and tailoring instruction to students’ individual needs. Students are provided the opportunity to attend summer school in order to make up credits or to get a head start on the coming school year. In addition to the academic requirements, alternative schools are required to provide services based on student needs, including daycare centers for students who are parents and direct social services such as social workers and specialized counselors and

psychologists.

ISDE provides specific support for alternative schools, in addition to what is provided to traditional secondary schools. In order to provide specialized instruction and additional supports, alternative schools are provided more funding per student than a traditional secondary school. Alternative schools are also reimbursed for the cost of providing summer school. Alternative schools are invited to participate in the Idaho Prevention and Support Conference and are encouraged to participate in a strand of workshops specifically focused on alternative school best practices and needs. They have also been specifically targeted to participate in programs that provide innovative instructional practices, such as the Idaho Mastery Education Network.

English Learners: ISDE supports the efforts of LEAs to help English learner students (ELs) gain English proficiency while simultaneously meeting challenging state academic content and student academic achievement standards. The Idaho English Learner Program assists LEAs with federal and state requirements related to ELs. The program helps LEAs create, implement, and maintain language development programs that provide equal learning opportunities for ELs. The goal is to develop curricula and teaching strategies that embrace each learner's unique identity to help break down barriers that prevent ELs from succeeding in school.

The Idaho State EL and Title III Program provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. We recognize that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. Partnerships with Idaho's institutes of higher education are essential for incorporating components of EL education into preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

Students with Disabilities: The ISDE Special Education Department works collaboratively with LEAs, agencies, and parents to ensure students with disabilities receive quality, meaningful, and needed services. The department has program coordinators for dispute resolution, funding, program monitoring, results-driven accountability, special populations, secondary transition, and data management. The department also works collaboratively with the Special Education Support and Technical Assistance (SESTA) project through Boise State University. SESTA provides statewide professional development, training, and support to LEA leaders, teachers, and paraprofessionals who support students with disabilities.

Next Steps: Despite the significant steps taken to create purposeful alignment from preschool to college, the state recognizes the need for additional supports at critical transitions, such as elementary to middle school and middle school to high school. During the 2017–18 school year a task force comprising LEA leaders with transition plans in place, SBOE staff, and ISDE program coordinators will be convened to provide guidance to all LEAs, schools, and families on creating systems of support for students.

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The State Board of Education has set a goal that 60% of Idahoans ages 25-34 will have some sort postsecondary degree or certificate. While there is much work to be done to meet or exceed this goal, the state is committed to providing high quality educational opportunities and outcomes for all Idahoans.

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B. Title I, Part C: Education of Migratory Children

1. **Supporting Needs of Migratory Children** (*ESEA section 1304(b)(1)*): Describe how, in planning, implementing, and evaluating programs and projects assisted under Title I, Part C, the State and its local operating agencies will ensure that the unique educational needs of migratory children, including preschool migratory children and migratory children who have dropped out of school, are identified and addressed through:

Planning

State Comprehensive Needs Assessment Process: As part of the continuous improvement cycle, Idaho completed a new Comprehensive Needs Assessment (CNA) spring 2016, based on the Office of Migrant Education Comprehensive Needs Assessment Toolkit. This process included stakeholders, appropriate ISDE and LEA staff, and parents. Results of the needs assessment surveys for staff, parents, and secondary students provided a snapshot of perceived needs from the stakeholders most directly involved in the education of migrant children and from the children themselves. Intensive analysis of student performance data also informed the process. Finally, Parent Advisory Council (PAC) feedback throughout the process provided ongoing parent insight into student and family needs, especially those of preschool students and out-of-school youth. The CNA is the foundation of the Service Delivery Plan (SDP) and its measurable program outcomes and objectives.

LEA Comprehensive Needs Assessment Process and Toolkit: ISDE provides tools to the LEAs for performing local needs assessments. The Idaho needs assessment surveys, suggestions for conducting a local CNA, and strategies for collecting and reporting needs data are found in the Idaho LEA Migrant Education Program (MEP) Comprehensive Needs Assessment Toolkit. The toolkit can be found on the Migrant webpage under Resource File in Migrant Services <http://www.sde.idaho.gov/el-migrant/migrant/index.html>. LEAs are provided with technical assistance in performing the CNA process and are monitored to ensure that local needs assessments are taking place.

State Service Delivery Plan: Idaho completed a new Service Delivery Plan in the spring of 2017 based on concerns raised in the Comprehensive Needs Assessment that included migrant stakeholders. All migrant funded LEAs have received new Measurable Program Objectives (MPOs) and have provided assurances to the Idaho MEP through the consolidated grant application process that they will work to implement the strategies and evaluate the results as measured by the MPOs. Data is collected at the end of the performance period from every project LEA, showing their self-evaluation of their progress at meeting the MPOs. The Idaho MEP will aggregate this data to evaluate the progress of the Idaho MEP at serving the unique needs of migrant students.

Implementation

The State Department of Education implements the Service Delivery Plan through the Consolidated Federal and State Grant Application completed by LEAs each year, which includes the MPOs from the state Service Delivery Plan. In Idaho, one-third of LEAs have small migrant programs and receive minimal funding, therefore MPOs that are more appropriate to larger programs are optional for smaller programs. LEAs select which of the optional MPOs they will implement for the coming year. Required MPOs are pre-selected

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for all LEAs. LEAs then briefly describe their plan for implementing each MPO selected in the grant application.

Evaluation

Idaho has a Migrant Student Information System, created by in-house developers. In this system, each LEA reports whether or not it has achieved the selected MPO from the submitted consolidated plan. They also report supporting information for each MPO. LEAs are required to submit this information in the fall so services delivered in the summer may be included. ISDE uses this data to evaluate the overall program success at meeting MPOs and for analyzing the Service Delivery Plan and data collection methods for needed revisions.

In addition, Idaho has a three-year cycle of monitoring that includes a site visit, interviews with parents, secondary students, teachers, the family liaison, administrators, the local migrant director and business manager. Monitoring occurs as a consolidated process with all federal programs represented. The migrant program also conducts informal monitoring of migrant summer school programs through site visits. Each LEA that offers a summer program is visited at least once every three years.

- i. The full range of services that are available for migratory children from appropriate local, State, and Federal educational programs;

It is critical that migrant students in Idaho have equal access to all appropriate local State, and Federal programs in addition to supplemental MEP services designed to meet the Measurable Program Outcomes (MPOs) identified in the Service Delivery Plan (SDP).

In order to ensure that this takes place, the Idaho MEP has a two-pronged approach. First, ISDE MEP staff has provided, and continues to provide, intensive training and technical assistance to LEAs to ensure that they do not use migrant funds to provide services to migrant students that they would normally be eligible to receive, regardless of migrant status (supplanting). By ensuring that LEAs understand that migrant funds must be used after other programs provide services, we ensure that migrant students receive every service that they are entitled to under other programs, in addition to migrant services. Second, collaboration by migrant and other program staff at both a state and local level is a clear expectation shared with local migrant directors in training and is part of the ISDE monitoring process. State monitoring includes an indicator that requires proof that LEA migrant staff are in collaboration with other local, State and Federal educational programs, including Title I-A, III-A, McKinney-Vento and others. Indeed, many Idaho LEA migrant programs are small enough that the family liaison is the only migrant staff person. He or she often provides services through advocacy (support services) both within the school and in the community, ensuring that the children receive the services they need from school, health and other social services in the community (referred services). This collaboration ensures that migrant students' needs are addressed in schools by multiple programs.

Services provided to preschool-aged students are included in three MPOs in the category of School Readiness. Since Idaho does not have state-funded preschool, LEAs generally do not serve these students through local, State and other Federal programs. In Idaho, Migrant

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funds may be used to pay fees for migrant students to attend developmental preschool programs as peer models, who would not otherwise be able to attend. Some LEAs with larger migrant populations provide preschool as a site-based migrant preschool. Other LEAs offer programs including home visits with materials and training provided to parents. Many LEAs offer preschool services through summer programming.

Out of School Youth (OSY)

Idaho uses materials developed by the Office of Migrant Education's Consortium Incentive Grant (CIG) "Solutions for Out of School Youth" (SOSY), including the OSY Profile adapted for Idaho. LEAs fill out this profile gathering data on the needs of the out of school youth and dropouts and provide referrals to other agencies, such as the High School Equivalency Program (HEP), agencies that can provide training opportunities, and social and health services to these youth. These profiles are submitted to the ISDE. In addition, the state provides MP3 players with intensive English curriculum for LEAs to use with out of school youth and dropouts who need help with learning English.

Drop-outs

Idaho's MEP strives for all migrant students to graduate. Our approach is to provide services and activities to keep students on track for graduation. For all migrant secondary students, including those who are at-risk for dropping out, we implement the services and activities mentioned above for out of school youth. In addition, ten of our Migrant-funded districts employ Migrant graduation specialists to prevent students from dropping out of school. Migrant graduation specialists have access to the Portable Assisted Support Sequence (PASS) courses for their students. They also connect students with local and state funded credit accrual and credit recovery opportunities. If a Migrant funded district does not have a migrant graduation specialist, the Migrant family liaison coordinates with the districts' counseling staff to ensure migrant students receive the necessary supports for academic success. Lastly, Idaho's State MEP hosts a Migrant Student Leadership Institute for migrant sophomores and juniors every July. Migrant students who are considered at-risk of dropping out are encouraged to apply for the Institute. The Institute is housed at Boise State University with a focus on college, career, and leadership skills. Services provided to secondary migrant students are focused at keeping students in school until they graduate.

If our efforts to keep students in school are unsuccessful, district migrant personnel attempt to contact the student to identify reasons for dropping out. Each situation is unique, thus assistance and support will vary with each student. At times, migrant staff are able to help students re-enroll in school. Other times, staff are able to help students by referring them to High School Equivalency (HEP) programs or other local GED programs, referrals to vocational training, and other health and social services if applicable. While dropouts are not mentioned specifically in all of Idaho's MPOs, all our strategies are geared towards preventing our migrant students from dropping out.

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- ii. Joint planning among local, State, and Federal educational programs serving migratory children, including language instruction educational programs under Title III, Part A;

The state models collaboration with joint planning of Title I-C and Title III. Title III, Title I-C, and State EL are part of one department at the ISDE. Starting fall of 2017-2018 the working group that collaborated on the recent Comprehensive Needs Assessment and Service Delivery Plan will continue as an advisory panel to the Idaho MEP. This group will be combined with the EL advisory panel as many of the members of each group work with overlapping populations. We will establish a method of rotating members over time and will include State and LEA federal programs staff, family liaisons, K-12 teachers, migrant preschool teachers, parents, and representatives from other agencies who work with migrant families, including the High School Equivalency program (HEP), College Assistance Migrant Program (CAMP) and Migrant Seasonal Head Start (MSHS). Other possible members include representatives from the Idaho Commission on Hispanic Affairs, Institutes of Higher Education, and the State Board of Education. This collaborative group will address concerns and provide advice to continue program development.

LEAs are trained to coordinate Title I-C with Title III in parent outreach, parent advisory councils (PACs), and afterschool programming. For example, LEAs are trained to include migrant program staff in planning and implementing of non-migrant programs to ensure that migrant students are a priority and that those programs meet migrant students' needs. Since many migrant families also use a language other than English in the home and have children who are designated as English learners, these families provide planning, implementing and evaluative feedback to LEAs for both programs.

- iii. The integration of services available under Title I, Part C with services provided by those other programs; and

After identifying the needs of migrant students, migrant staff also assesses the availability of non-migrant programming to meet those needs and use migrant funds to provide supplemental programs that meet unmet needs. For example, Idaho does not provide state-funded preschool, so migrant LEAs have implemented a variety of preschool programs, including summer programs, to meet the school readiness needs of our migrant children. In cases where other programs offer services, the migrant programs in LEAs support migrant families by enhancing home school communication and by advocating for migrant students and families to participate in all other programs.

- iv. Measurable program objectives and outcomes.

This section outlines how Idaho's Measurable Program Outcomes (MPOs) will produce statewide results through specific educational or educationally-related services. The MPOs will allow the Migrant Education Program (MEP) to determine whether, and to what degree, the program has met the unique educational needs of migrant children and youth as identified through the Comprehensive Needs Assessment (CNA). It should be noted that some MPOs are required of all project LEAs, while others are optional. This determination is

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made by the ISDE staff in order to accommodate funded LEAs that serve very few students through mainly providing non-instructional support and referred services.

School Readiness

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
1.1) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities will report on a pre/post survey that they have an increased ability to support school readiness activities in the home.	1.1) Provide migrant parents with ideas, activities, and materials for use at home with their children to promote first language development and school readiness through site-based or home-based family literacy opportunities (e.g., language acquisition, packets with school supplies, books, and activities).	Required
1.2) By the end of program year 2017-2018, 90% of students attending at least 40 hours of migrant preschool will show a gain on a pre/post-test of school readiness skills.	1.2) Provide migrant funded site-based preschool services to migrant children ages 3- 5 (e.g., during the regular school day, as an evening program, or as part of a summer school program).	Optional
1.3) By the end of program year 2017-2018, 30% of all identified migrant-eligible preschool-aged children will be served.	1.3) Participate in the activities of the Preschool Initiative Consortium Incentive Grants (CIG) and share materials, strategies, and resources with migrant families.	Optional

English Language Arts Achievement

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
2.1) By the end of program year 2017-2018, 80% of migrant K-2 students will receive resources to promote early literacy as measured by resource distribution logs.	2.1) Provide resources through migrant funds to promote early literacy (e.g., extended day kindergarten, backpacks and school supplies, family literacy nights and opportunities, individual libraries, migrant summer school expeditionary	Optional

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
	opportunities, tutoring, after school programs),.	
<p>2.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will show gains of at least 20% or grade level proficiency on a pre/post assessment of grade-level ELA skills for students in grades 3-12.</p> <p>2.2b) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will earn at least one secondary English credit for students in grades 7-12.</p>	2.2 Use qualified staff to provide supplemental ELA extended school services aligned with state standards and proficiencies (e.g., summer school for ELA, IDLA-advancement, Plato, dual enrollment, community colleges, academies offered by Institutes of Higher Education (IHEs), Portable Assisted Study Sequence (PASS), after school tutoring, home-based instruction).	Optional
2.3) By the end of program year 2017-2018, 80% of teachers participating in migrant-sponsored ELA professional development will report on a survey that they successfully applied the research-based instructional strategies on supplemental literacy instruction.	2.3) Provide opportunities for migrant staff to attend LEA, regional, state, and/or national level ELA professional development (e.g., migrant funds are used to send staff to PD events).	Optional
2.4) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities (one-on-one or in groups) will report on a pre/post survey that the resources they received have increased their ability to provide ELA academic support at home.	2.4) Provide ongoing (year-round) access and training on specific resources (e.g., school supplies, educational materials, books and multicultural literature) needed by migrant parents and students.	Required

Mathematics Achievement

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
3.1) By the end of program year 2017-2018, 80% of migrant K-2 students will receive resources to promote early numeracy as measured by resource distribution logs.	3.1) Provide resources through migrant funds to promote early numeracy (e.g., extended day kindergarten, backpacks and school supplies, family math nights and opportunities, mathematics manipulatives, migrant summer school, expeditionary opportunities, tutoring, after school programs).	Optional
3.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will show gains of at least 20% or grade level proficiency on a pre/post assessment of grade-level math skills for students in grades 3-12.	3.2) Use qualified staff to provide supplemental math extended school services aligned with state standards and proficiencies (e.g., summer school for math, IDLA-advancement, Plato, dual enrollment, community colleges, Idaho National Lab, math camps, academies offered by IHEs).	Optional
3.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will earn at least one secondary math credit for students in grades 7-12.		Optional
3.3) By the end of program year 2017-2018, 80% of migrant staff participating in migrant-sponsored math professional development will report on a survey that they successfully applied the research-based instructional strategies during supplemental math instruction.	3.3) Provide opportunities for migrant staff to attend LEA, regional, state, or national level math professional development (e.g., migrant funds are used to send staff to PD events).	Optional
3.4) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities will report on a pre/post	3.4.a) Identify organizations, experts, and resources to provide family math engagement opportunities and share	Required

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
survey that they have an increased ability to support math education at home.	information with parents (e.g., Parent Math Night, manipulatives, guest speakers, community and job outings focused on math in their world). 3.4.b) Provide opportunities for migrant parents to attend local, regional, state, and national math family engagement events and activities.	

High School Graduation and Dropout Prevention

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
4.1) By the end of 2017-2018, <u>the migrants graduation rate will increase by 3%.</u> 100% of migrant secondary students will be monitored using a student tracking system.	4.1a) Develop and implement a student monitoring system to follow migrant secondary students' progress toward grade promotion and graduation. <u>4.1b) Implement an individual plan for any migrant secondary student, who is at-risk for dropping out as demonstrated by lost credits.</u> <u>4.1c) Provide a secondary migrant graduation specialist or other migrant staff to support migrant students towards grade promotion and graduation for 7th – 12th grades.</u>	Optional
4.2) By the end of the program year 2017-2018, the percentage of secondary migrant students receiving an instructional and/or support service will increase by 20% (or 80% served overall if already serving most of their students).	4.2.a) Provide instructional services during the school day, before or after school, or during summer school for credit accrual for secondary migrant students (e.g., tutoring, study skills elective classes, PASS, credit recovery classes, internships).	Required

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
	4.2.b) Provide support services (e.g., supplemental supplies and fees, advocacy etc.).	
4.3) By the end of program year 2017-2018, a secondary migrant graduation specialist or other migrant staff will be in place in all funded MEPs to support migrant student promotion and graduation.	4.3) Provide a secondary migrant graduation specialist or other migrant staff to support migrant students toward grade promotion and graduation for 7th–12th grades.	Optional
4.4) By the end of program year 2017-2018, 80% of migrant students or parents participating, will report on a pre/post survey that the information gained was useful in promoting the goal of high school graduation and/or college and career readiness.	4.4) Provide parents and students with information and supportive events related to high school graduation and/or college and career readiness at a minimum of twice per year (e.g., Migrant Summer Leadership Institute, college visits, presentations at Parent Advisory Committee (PAC) meetings, College Assistance Migrant Program (CAMP) collaborations, leadership institutes, career fairs/speakers, Career Information System (CIS) software training).	Required
<u>4.4) By the end of the program year 2019-2020, 90% of migrant dropouts who can be located will receive educational, support, or referral services.</u>	<u>4.4a) Make every effort to contact every student who has not enrolled in school as expected (e.g. multiple attempts using all available resources, such as school records, MSIX Missed Enrollment Report, MSIS Discrepancy Report, etc.).</u> <u>4.4b) For any student who has dropped out of school in grades 7-12, conduct an exit interview with the student and the parents</u>	<u>Required</u>

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
	<u>to determine and alleviate barriers to re-enrollment.</u> <u>4.4c) Providing educational counseling support services to provide students with multiple options for continuing their education (e.g. alternative schools, online opportunities, GED programs, job-training programs).</u>	

Non-instructional Support Services

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
5.1) By the end of program year 2017-2018, 80% of migrant staff participating will report an increase in student engagement based on staff surveys.	5.1) Provide professional development (PD) on migratory lifestyle and unique needs of migrant students (e.g., program and cultural awareness presentation, field or home visits for teachers and administrators, training on mobility /academic/social gaps).	Required
5.2) By the end of program year 2017-2018, 80% of migrant parents participating will report an increase in student engagement based on parent surveys.	5.2) Provide workshops, meetings, and resources to parents and the community on ways to support and involve migrant students (e.g., extra-curricular activities, parenting classes, parent literacy workshops, instructional home visits).	Required
5.3) By the end of program year 2017-2018, at least two local partnerships and/or agreements among the school LEA and community healthcare providers	5.3) Establish partnerships and/or agreements among the school LEA and community healthcare providers (such as Lions Club and the regional health district) and	Required

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
and public health agencies will be established to provide health services to migrant families.	public health agencies to provide health services to migrant families, such as Memoranda of Understanding.	
5.4) By the end of program year 2017-2018, 80% of migrant parents participating in parent involvement activities will report on a pre/post survey that they have an increased understanding of how to access community health services.	5.4) Provide information on, and referrals to, individualized health advocacy services to benefit migrant families needing health services (e.g., glasses, dental, immunizations).	Required

Promote Coordination of Services (*ESEA section 1304(b)(3)*): Describe how the State will use Title I, Part C funds received under this part to promote interstate and intrastate coordination of services for migratory children, including how the State will provide for educational continuity through the timely transfer of pertinent school records, including information on health, when children move from one school to another, whether or not such move occurs during the regular school year.

ISDE continues to participate in the Migrant Student Information Exchange (MSIX) Data Quality Initiative. Idaho ensures that accurate and complete records are being uploaded to MSIX in order to give liaisons access to up-to-date information on students' academic risk and progress. Further, training has been provided and will continue to be provided in using MSIX information to better serve migrant students. LEAs also receive training in accessing data from Idaho's Migrant Student Information System (MSIS), which provides extensive information on Idaho migrant students, facilitating intrastate transfer of records.

Table 125: Migrant Student Information Exchange agreements

Intrastate Coordination and Records Transfer	Interstate Coordination and Records Transfer
<ul style="list-style-type: none"> Idaho's MSIS includes individual immunization records with dates and health alerts MSIS includes historical information on all Idaho assessments including the Idaho Reading Indicator, Idaho Standards Achievement Tests of English language arts and math and English language proficiency assessment (ACCESS) 	<ul style="list-style-type: none"> MSIX Consolidated Records report for assessments, course history, and move history MSIX for Move Notifications MSIX for Data Requests

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Intrastate Coordination and Records Transfer	Interstate Coordination and Records Transfer
<ul style="list-style-type: none">• MSIX Consolidated Records includes course history	

As part of its consolidated plan, each LEA must complete the following question: “Describe the LEA’s coordination efforts with other agencies, including the timely transfer of student records.” As part of this question, LEAs must describe “How does the LEA ensure that students who move are served right away in their new LEA (i.e., MSIX, phone calls)?” Acceptable responses must include both MSIX notifications and direct communications with receiving LEAs.

In the event that an MSIX Data Request is received at a time of year when the family liaison and regional ID&R coordinator are not available (school breaks), the request will escalate to the Idaho MEP and data will be provided directly to the requestor by state migrant staff.

Idaho’s MEP promotes intrastate and interstate coordination by participating in the following:

- ISDE collaborates with the Community Council of Idaho, Idaho’s Migrant Seasonal Head Start provider to create a Memorandum of Understanding completed by LEAs with the local Head Start every two years to promote recruiting and services provided to preschool students.
- ISDE MEP staff and many LEA staff participate in the National Association of State Directors of Migrant Education (NASDME) conference annually.
- ISDE MEP Director attends NASDME General Membership meetings to collaborate with other State MEP Directors.
- ISDE MEP Director and staff attend Migrant Annual Director’s Meeting (ADM) to learn and collaborate from Office of Migrant Education (OME) and other State MEP Directors.
- The state provides statewide Parent Advisory Council (PAC) meetings six times per year in the fall and spring in three locations across the state.
- Idaho’s MEP director is the northwest regional representative to the Collaboration Work Group (CWG) with the Office of Migrant Education. Although new to this role, she will share information from the CWG with MEP Directors in the northwest region and serve as an advocate for the needs of these states.
- The Idaho MEP provides training/collaboration meetings to migrant directors across the state three times per year.
- The ISDE organizes a biannual Federal Programs Conference that provides information, training, and opportunities for collaboration among LEA and ISDE staff regarding all federal programs and special education.
- The state participates in the Bi-National program and contracts with an experienced person to administer the program. LEAs use the Mexican Transfer Document to ensure that students leaving the United States to Mexico will be able to register their students in school.

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1. **Use of Funds** (ESEA section 1304(b)(4)): Describe the State's priorities for the use of Title I, Part C funds, and how such priorities relate to the State's assessment of needs for services in the State.

Title I, Part C Funds are used to implement the strategies identified in our service delivery plan in order to meet the Measureable Performance Outcomes. Funding is also used to support parent advisory councils and other parent involvement activities at both the state and local level. Finally, funds are used for statewide efforts in identification and recruitment of migrant children and youth.

The State's Comprehensive Needs Assessment completed in 2016-2017 defines concerns and proposed solutions. The Service Delivery Plan responded to the concerns and incorporated proposed solutions to create appropriate strategies and Measurable Performance Outcomes.

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C. Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk

1. **Transitions Between Correctional Facilities and Local Programs** (*ESEA section 1414(a)(1)(B)*): Provide a plan for assisting in the transition of children and youth between correctional facilities and locally operated programs.

Transitional services to support students transitioning from the LEA to the correctional facility enables students to continue their education. Transitional services to support the transition of students from correctional facilities to LEAs ensure a planned and smooth transition for students returning to school.

Participating schools coordinate with facilities working with delinquent children and youth to ensure that each student is participating in an education program comparable to the one operating in the student's school. Schools make every effort to ensure the correctional facility working with students are aware of a student's existing individualized education program.

Procedures based on the needs of the student, including the transfer of credits that such student earns during placement; and opportunities for such students to participate in credit-bearing coursework while in secondary school, postsecondary education, or career and technical education programming for each of the two types of programs Title I-D Subpart 1 and 2 are outlined below. The state will place a priority for such children to attain a regular high school diploma, to the extent feasible. The ISDE has established the following procedures to ensure the timely re-enrollment of each student who has been placed in the juvenile justice system in secondary school or in a re-entry program

Idaho has two state agency programs under Title I, Part D Subpart 1. The Idaho Adult Correctional Program and the Idaho Juvenile Correctional Program and both are required to annually identify in Idaho's yearly application (Consolidated Federal and State Grant Application, or CFSGA) transition activities that take place at their respective programs and meet the 15 to 30 percent reservation of funds for re-entry or transition services as required by law. Both programs are required to provide a detailed explanation on how the facility will coordinate with counselors, school districts, and/or postsecondary educational institutions or vocational/technical training programs in assisting students' transition.

Under Title I, Part D Subpart 2 Idaho has twenty-four local programs, serving either neglected or delinquent students. Subpart 2 programs are required to provide transitional services (although no specific funding percentage like is described in Subpart 1 programs is required since it is not outlined in the law) to assist students in returning to locally operated schools and to promote positive academic and vocational outcomes for youth who are neglected and/or delinquent. These Subpart 2 programs are also required to annually identify in Idaho's CFSGA their transition services.

In the fall of 2017, ISDE will add information on best practices and tools on the state web site for youth returning from correctional facilities or institutions for neglected or delinquent children and youth. The tools and professional development for facilities to

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implement a support system to ensure their continued education and the involvement of their families and communities will be conducted and completed by April 2018.

A new coordinator for the Neglected, Delinquent, and At-Risk program was hired January 16, 2018 and is in the process of reviewing transitional plans for facilities participating in Subpart 1 and Subpart 2 to determine the effectiveness of these plans and provide resources and tools on the ISDE website and onsite- training.

Upon a student's entry into the Neglected, Delinquent or At-Risk facility, the staff will work with the youth's family members and the local educational agency that most recently provided services to the student (if applicable). This process will include ensuring that the relevant and appropriate academic records and plans regarding the continuation of educational services for such child or youth are shared jointly between the facility and LEA in order to facilitate the transition of such children and youth between the LEA and the correctional facility. The facility will consult with the LEA for a period jointly determined necessary by the facility and LEA upon discharge from that facility, to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

2. **Program Objectives and Outcomes** (*ESEA section 1414(a)(2)(A)*): Describe the program objectives and outcomes established by the State that will be used to assess the effectiveness of the Title I, Part D program in improving the academic, career, and technical skills of children in the program.

Objective 1: Title I, Part D programs will provide for individualization of instructional experience beginning with an intake process that includes an identification of each student's academic strengths and weaknesses in reading and math. Outcome: Each Title I, Part D program will provide educational services for children and youth who are neglected or delinquent to ensure that they have the opportunity to meet challenging State academic content and achievement standards.

Objective 2: Title I, Part D programs will ensure that all neglected and delinquent students accrue school credits that meet state requirements for grade promotion and secondary school graduation. Outcome: Each Title I, Part D program will pre and post-test each student using a standards-based test to determine academic growth during the student's placement in the academic program.

Objective 3: Title I, Part D programs will ensure that all neglected and delinquent students have the opportunity to transition to a regular community school or other education program operated by an LEA, complete secondary school (or secondary school equivalency requirements), and/or obtain employment after leaving the facility. Outcome: Title I, Part D programs will annually report on the types of transitional services and the number of students that have transitioned from the facilities to the regular community schools or other education programs, completed secondary school (or secondary school equivalency requirements), and/or obtained employment after leaving the facility.

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Objective 4: Title I, Part D programs will ensure (when applicable) that neglected and delinquent students have the opportunity to participate in postsecondary education and job training programs. Outcome: Title I, Part D programs will annually report on the number of neglected and delinquent students who were given the opportunity to participate in postsecondary education and job training programs.

D. Title II, Part A: Supporting Effective Instruction

1. **Use of Funds** (*ESEA section 2101(d)(2)(A) and (D)*): Describe how the State educational agency will use Title II, Part A funds received under Title II, Part A for State-level activities described in section 2101(c), including how the activities are expected to improve student achievement.

State Level Activities – Administrators and Libraries

Idaho Principal Mentoring Project: According to the 2012 Rand Corporation (Burkauser, et. al, 2012) study on first year principals, “improving the principal placement process to ensure that individuals are truly ready for and supported in their new roles could have important implications for student achievement—particularly in low-performing schools.” The Idaho Principal Mentoring Project seeks to provide this support with the ultimate goal of principal retention and increased student achievement.

Title II-A funds are used to implement the Idaho Principal Mentoring Project (IPMP), which was a new program in 2016-2017 and designed for early career principals. See section A(4)(viii)(e) of the plan for a complete description of the IPMP. The project provides another level of support to those entering a leadership position. While participation has been voluntary, new principals serving in schools identified for comprehensive support and improvement will be required to take advantage of the program. In 2016-17, 20 principals participated, and approximately 30 principals will participate in 2017-18.

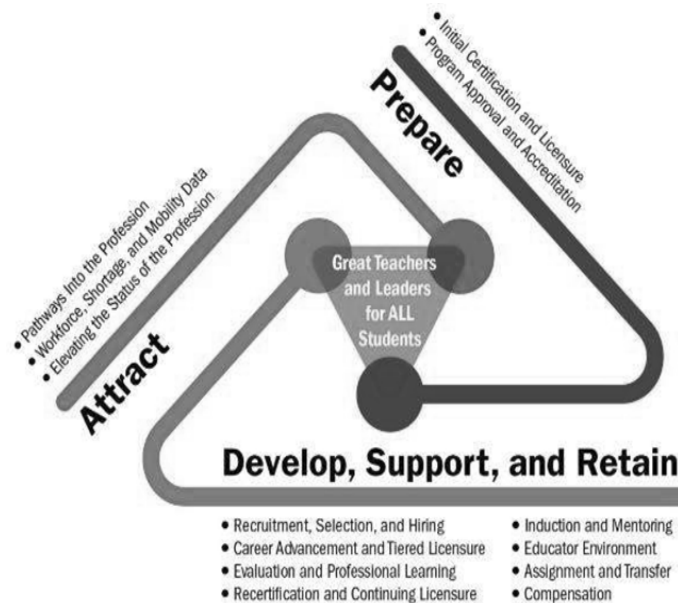
Whereas the Idaho Building Capacity (IBC) project (see section A(4)(viii)(e) of this plan) is designed to build local capacity at a systems level, IPMP is designed to provide one-on-one mentoring to new leaders. The mentors are highly distinguished principals or superintendents, selected and trained by the state to mentor new school leaders. A needs assessment administered to mentees and principal mentors determines the assignment of principal mentors to mentees based on need and experience. Mentors coach new leaders through the tasks of improvement with regular structured virtual or in-person check-ins. Each mentor/mentee team creates a customized mentoring plan that focuses on developing the skills and dispositions in four critical areas of school level leadership: interpersonal and facilitation techniques, teacher observation and feedback, effective school-level and classroom-level practices, and the use of data to improve instruction. The program has two main objectives: to increase the rate of effectiveness of new administrators and to decrease turnover among rural and struggling schools.

Support for School Libraries: Title II-A funds are used to partner with the Idaho Commission for Libraries to expand the annual Idaho School Libraries professional development. In schools where full-time school librarians are properly trained and supported, students achieve at significantly higher levels than students in schools with no full-time librarian (see: School Libraries Work! A Compendium of Research Supporting the Effectiveness of School Libraries). Title II-A funds will ensure more librarians are able to benefit from this valuable training, and more students will have access to a trained school librarian.

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State Level Activities – Educators

The Idaho State Board of Education established an Educator Pipeline Work Group in 2016 to explore teacher pipeline issues across the state. Some of the early recommendations are aligned to allowable Title II-A projects. The Talent Development Systems graphic below, produced by American Institutes for Research (AIR), illustrates a three-pronged approach to addressing teacher shortages that guides Idaho's work.



In order to address teacher retention the Work Group first recommends increased professional development opportunities and support for teachers across the continuum, including induction programs, evaluation feedback for the purpose of professional growth and learning, and teacher leadership pathways. The following state level activities are aligned with these goals:

Continued Support for the Idaho Instructional Framework: Title II-A funds are used to support training and deepen understanding of Idaho's Instructional Framework through in-person workshops delivered around the state. A new approach under the flexibility of ESSA will be to deliver more of this training directly to LEAs in rural parts of the state. Workshops may include but not be limited to the following:

- Advanced Instructional Coaching Using the Framework for Teaching
- Calibration and Collaborative Self-Assessment of Observation Skills
- Data Literacy Using Assessment in Instruction
- Designing a Quality Teacher Evaluation Model
- Engagement for Student Learning
- Exploring Domains 1 and 4 of the Framework for Teaching
- Introduction to the Framework for Teaching and Deeper Understanding
- Instructional Coaching Using the Framework for Teaching
- Instructional Rounds
- Learning-Focused Conversations
- Mentoring Using the Framework for Teaching

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- Observation Skills Using the Framework for Teaching
- Special Education: Introduction to the Framework for Teaching
- Special Education: Observation Skills Using the Framework for Teaching
- State of Idaho Framework Facilitators, Level 1
- Talk About Teaching: Clustering the Components

Facilitated conversations around the state’s instructional framework – dialogue among teachers, instructional coaches, mentors, peer coaches, consulting teachers, preservice teachers, cooperating teachers, administrators, higher education faculty, teacher leaders, superintendents, and other district leaders – creates opportunities for deeper collaboration in and across the education system, impacting teacher growth and ultimately student achievement.

Mentoring and Coaching: In 2013 the Governor’s Task Force for Improving Education made 21 Recommendations creating a strategic plan for education systems across the state. One of these recommendations was that each district develop a mentoring and induction program for the support of new teachers based on the Idaho Mentor Program Standards. Recommendations put forth in 2017 from the Educator Pipeline Work Group echoed the call, and outlined an even greater need since moving to a certification system in which new teachers have three years to move from Residency to Professional status.

Comprehensive induction and mentoring programs have been associated with first-year teachers showing student performance gains equivalent to those of fourth-year teachers who did not have this support (Strong, 2006). Though Title II-A funds alone will not be sufficient to establish robust mentoring and induction programs statewide, ISDE and the State Board of Education will investigate how we may use Title II-A funds to support and expand upon the foundation that is in place with the goal of increased student learning. See Appendix D for additional research supporting a focus on educator mentoring.

An AIR policy brief published in May 2014 (Potemski & Matlach, 2014) noted that effective state induction policies include program standards to establish consistent expectations for mentoring and induction activities across the state. In 2009 the State Board of Education, in conjunction with ISDE, established and published such standards. Using these standards to provide a vision and guidelines for local planners to use in the design and implementation of a high-quality mentoring program for beginning teachers, the state hopes to increase the number of effective induction programs in every region of Idaho. Partnering with higher education institutions, Title II-A funds would allow university partners to facilitate induction support for new teachers in high need LEAs across the state of Idaho. Faculty from higher education institutions in Idaho (public and private, four-year and two-year) are interested in the performance of their graduates in their early years of teaching. Investigating new teacher performance serves two main goals: continuous improvement for educator preparation programs and the identification of key supports for new teachers in terms of induction communities, practice, strategies, and outcomes. This project would study how the structures of one induction program in identified high need LEAs influences teacher performance and PK-12 student learning to inform future programs.

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Additionally, the state strongly encourages and supports LEAs using Title II-A funds to recruit and train mentors within those LEAs identified for comprehensive and targeted support.

LEA Optional Use of Funds Aligned with State Level Activities

The uses of funds described below are not required of LEAs but are encouraged as we work to attract and certify more teachers for Idaho's classrooms. The Educator Pipeline Work Group has supported the development of alternative paths to certification that will not sacrificing rigor.

Grow Your Own: Idaho is experiencing teacher shortages in various content areas and geographic areas, and especially in rural parts of the state. To ensure that LEAs with schools identified for comprehensive and targeted support are fully staffed by effective educators, ISDE encourages LEAs use of Title II-A funds to embrace Grow Your Own programs. LEAs can actively recruit current classified staff (paraprofessionals) into the teaching profession, using Title II-A funds to support them in their attainment of full certification. In addition, the state recognizes the need for more teachers and leaders of color, and is committed to increasing the number of American Indian and Hispanic/Latino teachers and recommends that LEAs support the full certification of teachers of color through available routes.

Idaho currently provides financial support for concurrent high school and college credit but, at present, no courses are offered that fulfill requirements for an education degree. While Idaho explores increasing the opportunities for high school students in this area, ISDE is investigating scholarship opportunities for high school students who commit to teaching in high-need areas for a designated amount of time.

Partnership Supports

Idaho Division of Career and Technical Education (ICTE) offers a program to recruit and retain career and technical education (CTE) teachers who have qualified for endorsements in a CTE area based on their professional work experience. These occupational teaching certifications begin as a Limited Occupational Specialist (LOS), then after completion of coursework and/or teacher training, advance to a Standard Occupational Specialist, and finally to an Advanced Occupational Specialist. The LOS certification is a three-year interim certificate, and during that time, ICTE provides statewide and regional training for the LOS teachers through the Inspire Cohort. The goal of the Inspire Cohort program is to not only recruit and train new occupationally endorsed teachers but also to assimilate them into the teaching profession with connections to other LOS colleagues and a fully supported first-year experience and beyond. Inspire faculty, personal mentors, and state-level program managers provide the foundation for these new teachers at no out-of-pocket expense to the teacher. Oversight of the Inspire Cohort is maintained by ICTE, thus ensuring consistent training and mentoring, with a goal to produce a greater impact on student achievement sooner in their teaching careers. The Inspire Cohort is open to all LOS teachers employed in a CTE program and is funded with state funds for the purpose of encouraging completion of the program.

2. **Use of Funds to Improve Equitable Access to Teachers in Title I, Part A Schools (ESEA section 2101(d)(2)(E)):** If an SEA plans to use Title II, Part A funds to improve equitable access to effective teachers, consistent with ESEA section 1111(g)(1)(B), describe how such

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funds will be used for this purpose.

Idaho does plan to use some Title II-A funds to improve equitable access to effective teachers, as described above. Idaho will target Title II-A funds to schools in comprehensive support and improvement through the IPMP, in addition to the Title I-A funds used for the Idaho Superintendents Network and Idaho Principals Network (as described in section A(4)(viii)(e) of this plan). Title II-A funds will also be used to train teachers in Idaho's instructional framework and address educator mentoring. These strategies will help to ensure that all students have access to effective teachers.

ISDE created a cross-agency workgroup in 2015 to study the equitable distribution of educators across the state. ISDE worked with REL Northwest to analyze educator preparedness (inexperienced), content knowledge (teaching outside of field), and need (grade spans or content area). While the data analysis did not point to disparities in terms of the distribution of personnel who are working with low-income or minority students, it did identify a shortage of personnel across all areas, including areas not previously identified. The findings became part of Idaho's Equity Plan submitted to the U.S. Department of Education on June 1, 2015, and they sparked a statewide effort to study recruitment and retention.

ISDE again partnered with REL Northwest to conduct surveys and interviews of a sampling of Idaho LEAs. The process was completed in June 2016. The salient challenge reported by the superintendents interviewed was recruitment and retention of staff. Many of the superintendents are taking short-term measures (e.g., Teach for America, Idaho Digital Learning Academy for secondary coursework, multi-grade classrooms) to meet their needs but expressed concern that the issue was larger than any one LEA could tackle. One superintendent remarked, "*We are one teacher away from losing several programs.*" LEAs expressed concern that the issue was not limited to teachers, but also affected administrative personnel.

Table 136: Proposed programs for supporting educators

Timeline: July 2017 to September 2022

Strategy	Funding sources
Idaho Building Capacity Network	Title I: School improvement
Idaho Superintendents Network	Title I: School improvement
Idaho Principals Network	Title I: School improvement
Idaho Principal Mentoring Project	Title II-A
Mentoring and Coaching	Title II-A
School Libraries	Title II-A
Instructional Framework	Title II-A

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3. **System of Certification and Licensing** (*ESEA section 2101(d)(2)(B)*): Describe the State's system of certification and licensing of teachers, principals, or other school leaders.

Educator certification in the state of Idaho is clearly defined within Idaho Administrative Code (IDAPA). This code puts forth rigorous expectations for teachers, pupil personnel, principals, directors of special education, and superintendents who are prepared by both Idaho and out-of-state institutions of higher education. IDAPA ensures that educators are prepared not only with the necessary knowledge gained through course work, but through clinical field experiences as well. Alternative routes to certification are also clearly defined and available to those who wish to enter the education profession through non-traditional means. IDAPA specifically outlines alternative routes to ensure all educators within Idaho, regardless of certification route, are prepared to the fullest extent. In addition, twenty percent (20%) of Standards for Initial Certification of Professional School Personnel are reviewed annually by the Idaho Professional Standards Commission in an effort to continuously maintain rigor and improve upon current practice. Specifics within IDAPA detailing specific requirements for educator certification are described in the following paragraphs:

A Standard Instructional Certificate requires: A minimum of 20 semester credit hours, or 30 quarter credit hours, in the philosophical, psychological, and methodological foundations, instructional technology, and in the professional subject matter which shall include at least three semester credit hours or four quarter credit hours in reading and its application to the content area. [IDAPA [08.02.02.015.01.a.i](#)] The certificate must include an endorsement area as well. Some endorsement requirements are as follows:

An All Subjects Endorsement requires: Twenty (20) semester credit hours, or 30 quarter credit hours, in the philosophical, psychological, and methodological foundations, instructional technology, and professional subject matter must be in elementary education including at least 6 semester credit hours, or 9 quarter credit hours, in developmental reading. This endorsement must be accompanied by at a minimum of one additional subject area endorsement allowing teaching of that subject through grade nine or kindergarten through grade 12. [IDAPA [08.02.02.022.03](#)]

A Blended Early Childhood/Early Childhood Special Education Endorsement requires: A minimum of 30 semester credit hours, or 45 quarter credit hours, in the philosophical, psychological, and methodological foundations, in instructional technology, and in the professional subject matter of early childhood and early childhood-special education. The professional subject matter shall include course work specific to the child from birth through grade three in the areas of child development and learning; curriculum development and implementation; family and community relationships; assessment and evaluation; professionalism; and application of technologies. [IDAPA [08.02.02.022.07](#)]

An Exceptional Child Generalist Endorsement requires: Thirty (30) semester credit hours in special education, or closely related areas, as part of an approved special education program. [IDAPA [08.02.02.023.07](#)]

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A Secondary Content Area Endorsement requires: Preparation in at least two fields of teaching. One of the teaching fields must consist of at least 30 semester credit hours, or 45 quarter credit hours and a second field of teaching consisting of at least 20 semester credit hours, or 30 quarter credit hours. Preparation of not less than 45 semester credit hours, or 67 quarter credit hours, in a single subject area may be used in lieu of the two teaching field requirements. [IDAPA [08.02.02.015.01.c](#)]

Clinical Requirements Idaho Administrative Code articulates clinical requirements for teacher candidates. There are no specific state requirements with regard to preservice teaching experience in diverse settings or with special student populations. For the Standard Instructional Certificate, which includes all instructional endorsements, at least six semester credit hours, or nine quarter credit hours, of student teaching in the grade range and subject areas as applicable to the endorsement are required. [IDAPA [08.02.02.015.01.a.ii](#)]

Administrator Certification requires at least 30 semester credit hours, or 45 quarter credit hours of graduate study in school administration based on the specific administrator area (school principal, director of special education, or superintendent). The program must include the competencies of the Idaho Foundation Standards for School Administrators. [IDAPA [08.02.02.015.03](#)]

Alternative Routes to Certification When a professional position cannot be filled by an LEA with someone who has the correct endorsement/certification, the LEA may request an alternative authorization for certification. An alternative authorization is valid for one year, and may be renewed for two additional years. Prior to application, a candidate must hold a Bachelor's degree. The LEA must provide supportive information attesting to the ability of the candidate to fill the position. [IDAPA [08.02.02.042](#)]

Alternative Authorization – Teacher to New Certification/Endorsement Candidates will work toward completion of the alternative route preparation program in conjunction with the employing LEA and the participating educator preparation program (college/university or non-traditional route). Candidates must complete a minimum of nine semester credits annually or make adequate progress to be eligible for extension of up to a total of three years. The participating educator preparation program shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. Additionally, the alternative authorization allows teachers to use the National Board Certification process to gain an endorsement in a corresponding subject area or by obtaining a graduate degree in a content specific area.

Two pathways are also available to some teachers, depending upon endorsement(s) already held.

- 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 certification in an area closely compatible with an endorsement for which the candidate already qualifies and is experienced. This pathway requires the successful completion of a one-year state-approved mentoring component.

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- 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 certification along with the successful completion of a robust one-year state-approved mentoring component. [IDAPA [08.02.02.042.01](#)]

Alternative Authorization – Content Specialist 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 an LEA with an identified need for teachers in that area. Alternative authorization in this area is valid for one year and renewable for up to two additional years. Prior to application, a candidate must hold a bachelor's degree. The candidate shall meet enrollment qualifications of the alternative route preparation program. A consortium comprised of a designee from the educator preparation program, a representative from the LEA, 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 classroom observation per month until certified. [IDAPA [08.02.02.042.02](#)]

Alternative Authorization – CTE Occupational Specialist The purpose of the occupational specialist certification is to permit individuals with several years of experience and often industry certification in a CTE-related occupation to teach secondary and postsecondary CTE students. These occupational teaching certifications begin as a Limited Occupational Specialist (LOS) for individuals with 6,000 to 16,000 hours of full-time, recent, successful, and gainful employment. After completion of coursework and/or teacher training at each level, teachers advance to a Standard Occupational Specialist, and finally to an Advanced Occupational Specialist. All occupationally certified teachers must meet the Idaho Standards for Initial Certification of Professional School Personnel. [IDAPA 08.02.036]

Content Knowledge, Pedagogy, and Performance As per [IDAPA 08.02.02.018](#), all certification and endorsement areas require the candidate to demonstrate content knowledge, pedagogy, and performance. The state approved assessment for demonstration of content knowledge is the Praxis II assessment. Candidates must have a passing score on the Praxis II assessment for the content area they are seeking certification and endorsement.

Teacher Standards All Idaho teacher preparation programs are guided by the *Idaho Core Teacher Standards* (see Table [147](#) below). These standards provide guidelines for what all Idaho teachers must know and be able to do.

Foundation and Enhancement Standards 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 standard. 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.

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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. These include School Administrators, School Counselors, School Nurses, School Psychologists, School Social Workers: Because of the unique role of these professionals, their standards are independent of the Idaho Core Teaching Standards but are still written in the same performance-based format: Knowledge and Performances.

Table 147: Idaho Content Teaching Standards

The Learner and Learning

Standard number and title	Standard description
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.

Content Knowledge

Standard number and title	Standard description
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.

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Instructional Practice

Standard number and title	Standard description
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.

Professional Responsibility

Standard number and title	Standard description
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.

Current Work Regarding Certification of Educators

The Professional Standards Commission (PSC) annually reviews 20 percent of the preparation standards to align with national standards and best practices. This process allows Idaho to keep up to date with standards and best practices. In addition, the Office of the State Board of Education has convened a Teacher Certification Workgroup to look at the current certification requirements. The purpose of the workgroup is to maintain high standards to assure that all students have access to highly effective, learner-ready teachers and other LEA staff to ensure academic achievement for all students. The identified areas of focus for the workgroup are:

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- Bring current certification practices in alignment with Idaho statute and administrative code.
- In those areas where current practice is best practice, amend administrative code to align with practice.
- Areas where current practice is not aligned with state law:
 - Individuals teaching outside of grade ranges authorized by certificate (certificate limits the grade level range individuals can teach, regardless of the endorsement)
 - Active certificates with attached endorsements that are not authorized in IDAPA
 - Positions reported as pupil service staff for which no corresponding endorsement exists
- Review alternate routes to certification to determine whether Idaho's existing routes offer adequate flexibility for aspiring educators while also assuring qualified individuals capable of advancing student learning are in the classroom.
- Review the mechanism for individuals with specialized skills, or from industry, to teach one or two classes.

In addition, the State Board of Education's Teacher Pipeline Workgroup will make recommendations which may include rule or statute changes to remove barriers for effective teachers to enter and stay in Idaho's classrooms.

4. **Improving Skills of Educators** (*ESEA section 2101(d)(2)(J)*): Describe how the SEA will improve the skills of teachers, principals, or other school leaders in order to enable them to identify students with specific learning needs, particularly students with disabilities, English learners, students who are gifted and talented, and students with low literacy levels, and provide instruction based on the needs of such students.

Idaho addresses the identification of high need students through a variety of supports.

The Special Education Department in partnership with the Special Education Support and Technical Assistance team, provides professional development to teachers and administrators in meeting the needs of students with disabilities. This professional development includes identifying and qualifying students for services under the Individuals with Disabilities in Education Act (IDEA).

Idaho has standardized procedures for identifying English (EL) students. Idaho recognizes that all educators are responsible for the language development and academic success of ELs, therefore, the ISDE Title III Department, provides professional development support for all educators in the area of language development through content instruction. Additional information is available at <http://www.sde.idaho.gov/el-migrant/el/index.html>.

Idaho law requires LEA's to identify and serve gifted students. The state provides funds to support the professional development in the area of identification. The funds also support services provided to students once identified. Under IDAPA 08.02.03.999, districts are required to write a three-year plan for each student identified as gifted and talented in the areas of academics, visual/performing arts, creativity, and leadership. Teachers of these students receive annual training through the Edufest summer conference featuring nationally recognized experts in the field of gifted and talented education. Additional

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information is available at <http://www.sde.idaho.gov/academic/gifted-talented>.

Commissioned in December 2012 by Governor C.L. “Butch” Otter, the Task Force for Education recognized reading proficiency is a major benchmark in a student’s education and that students must learn to read before they can read to learn content in other subject areas. The task force was assembled to study and collaborate on how Idaho’s education system could better prepare its children for success. One focus of the Task Force was the recommendation that students demonstrate mastery of literacy before moving on to significant content learning. The task force also recommended a better tool for identifying students with low literacy levels.

To support these recommendations, the legislature has appropriated more than \$11 million dollars to support research based intervention strategies to improve outcomes for students. Funds can be used in a variety ways, including professional development for educators to identify students with literacy deficiencies. The new assessment to identify struggling readers includes a screener, diagnostic and progress monitoring system to provide teachers with rich data that focuses on specific deficiencies in literacy skills for students in Kindergarten through third grade. Fifty-seven schools across the state are implementing the new reading assessment in a pilot administration in the 2017-2018 school year. A statewide implementation is scheduled for the 2018-2019 school year.

5. **Data and Consultation** (*ESEA section 2101(d)(2)(K)*): Describe how the State will use data and ongoing consultation as described in ESEA section 2102(d)(3) to continually update and improve the activities supported under Title II, Part A.

Data are collected on all state-led professional development activities to assess the quality and efficacy of those experiences. For example, the IPMP and Idaho Instructional Framework components of section A(4)(viii)(e) of this plan include survey data collected from participants of these programs in 2017.

Meaningful consultation was conducted with stakeholders, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders, parents, community partners, and other organizations or partners with relevant and demonstrated expertise in the development of this program plan. ISDE will seek advice, based on statewide data review, regarding equity data and student achievement data, and consult with this group of stakeholders at least annually on how to best improve the activities to meet the purpose of this program. Additionally, LEAs annually submit a Consolidated Federal and State Grant Application (CFSGA) for Title II-A, which includes listing professional development program activities, describing how each is expected to improve academic achievement, and identifying the evidence level of criteria each activity meets. The application is reviewed and then approved after all application criteria are met. During monitoring visits, each LEA provides documentation evidencing how the professional development activities improved academic achievement. As evident in the plan, activities under this part are coordinated with other related strategies, programs, and activities being conducted by ISDE.

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6. **Teacher Preparation** (*ESEA section 2101(d)(2)(M)*): Describe the actions the State may take to improve preparation programs and strengthen support for teachers, principals, or other school leaders based on the needs of the State, as identified by the SEA.

Idaho is currently focusing its Title II-A funds toward supporting educators in rural, high-poverty, and high-minority schools. However, as stated above in section D(1), ISDE and the State Board of Education will investigate how we may use Title II-A funds to support teacher preparation and mentoring.

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E. Title III, Part A, Subpart 1: English Language Acquisition and Language Enhancement

1. **Entrance and Exit Procedures** (*ESEA section 3113(b)(2)*): Describe how the SEA will establish and implement, with timely and meaningful consultation with LEAs representing the geographic diversity of the State, standardized, statewide entrance and exit procedures, including an assurance that all students who may be English learners are assessed for such status within 30 days of enrollment in a school in the State.

Idaho State Department of Education (ISDE) has always implemented standardized procedures for identifying and exiting English (EL) students. However, ESSA provided the ISDE with an opportunity to revise the state's procedures for entrance and exiting students from EL services to comply with revisions to the law with the support and assistance of the ESSA EL Workgroup. The workgroup was comprised of district EL coordinators, principals, teachers, EL coaches, paraprofessionals, and higher education faculty from all educational regions in the state. LEAs with high to low incidence EL populations were also targeted for this work. The EL Workgroup began this work on September 16, 2016 with a face-to-face meeting and continued to meet during the 2016-2017 school year for a total of 6 meetings to establish standardized entrance and exit procedures that were appropriate and implementable by all districts and charter schools in Idaho. The Workgroup created a statewide Home Language Survey (HLS) and a "Decision to Assess" Matrix as well as guidance documents to assist all LEAs with this process. These documents can be accessed via the EL Department webpage: <http://www.sde.idaho.gov/el-migrant/el/index.html> under Resources Files, Program Information.

In addition, the LEA must sign an annual assurance with their consolidated application for federal funds stating that they will identify and assess potential English Learners within 30 days as outlined in the statewide standardized procedures. In addition, LEAs must also describe how they will serve identified English Learners.

In spring 2017 the ISDE Title III staff traveled to 15 locations around the state to provide training to all LEAs on the newly revised statewide entrance and exiting procedures. This major undertaking was necessary to ensure a successful statewide implementation beginning in August 2017. ISDE also updated Title III monitoring protocols to ensure LEAs are implementing the statewide entrance and exiting procedures.

All of this work has been well received by Idaho's LEAs, motivating the ESSA EL Workgroup members to continue serving as an EL advisory panel to the State EL/Title III department at the ISDE. This panel will collaborate with the Migrant Advisory Panel and will consist of some of the same members.

Entrance Procedures: Idaho's ESSA EL Workgroup has established the following EL Program Entrance Procedures and Criteria:

Step 1: All LEAs administer the Statewide Home Language Survey (HLS) to all newly enrolling students in the district/charter. They then use the "Decision to Assess" Matrix to determine whether the student is a potential EL. Original HLSs are filed in students' cumulative files.

Statewide Home Language Survey Questions:

1. What language(s) are spoken in the home?

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2. What language(s) does your student speak most often?
3. What language(s) did your student first learn?
4. Which language does your child speak with you?
5. Which language do you use when speaking with your child?
6. Which language do you want phone calls and letters?
7. What is your relationship to the child?
8. Is there any additional information you would like the school to know about your child?

The Home Language Survey is currently available in Spanish and is being translated in additional languages represented in the state. English and translated HLS forms are available on the Idaho State EL and Title III Programs website for all LEAs to download.

Step 2: If a student is identified as a potential EL, LEAs use additional resources and data to determine whether the student has already been identified as an EL in another LEA. If the following resources indicate that the student either has screened out of EL eligibility or has previously exited from EL programming, then the student does not qualify for EL program placement.

- Idaho's English Learner Management System (ELMS)
- Cumulative file review for WIDA assessments
- Cumulative file review for English Learner Plans
- Cumulative file review for EL exit forms
- Communication with previous district (if necessary)

Step 3: LEAs proceed with English Language Proficiency (ELP) Screener Assessment, either WIDA Kindergarten W-APT or WIDA Screener, depending on the student's grade level and time of year of enrollment. They use the following Statewide EL Entrance Criteria to determine whether a student qualifies for EL or whether they screen out of EL eligibility.

Table 158: Idaho's Statewide EL Entrance Criteria

Grade	First semester	Second semester
Kindergarten	Kindergarten W-APT Listening/Speaking must = 29 or 30 points "Exceptional" Reading must be 6+ points Writing must be 5+ points	Kindergarten W-APT Listening/Speaking must = 29 or 30 points "Exceptional" Reading must be 11+ points Writing must be 14+ points
1 st Grade	<u>Kindergarten W-APT</u> Listening/Speaking must = 29 or 30 points "Exceptional" Reading must be 14+ points	(Same as 2 nd -12 th grade)

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Grade	First semester	Second semester
	Writing must be 17+ points	
2 nd – 12 th Grade	<u>ACCESS Screener Assessment</u> 5.0 Composite Proficiency Level + at least 4.0 in each domain of listening speaking, reading, and writing.	<u>ACCESS Screener Assessment</u> 5.0 Composite Proficiency Level + at least 4.0 in each domain of listening speaking, reading, and writing.

Screener assessment and program placement must occur within 30 days of the student’s enrollment in the LEA. In order to ensure that potential ELs with special needs are correctly identified, the EL advisory panel will collaborate with special education stakeholders to establish alternate entrance criteria and processes for identifying ELs with special needs.

The ESSA EL Workgroup created a statewide process for identifying students whose parents may have indicated “English Only” on their Home Language Survey but who have exhibited characteristics of second language learners necessitating a need to amend the original HLS. In addition, the workgroup developed a statewide process to remove the EL designation from a student who was erroneously identified. Lastly, the workgroup has assisted the ISDE with revising the parental notification form including an option to waive ELD services.

Exit Procedures: Idaho’s ESSA EL Workgroup has established the following EL Program Exit Procedures and Criteria:

Step 1: LEAs review annual EL proficiency assessment data to determine which students have met Idaho’s EL Exit Criteria. Idaho administers the WIDA ACCESS 2.0 or Alternate ACCESS to annually assess for EL proficiency.

ACCESS 2.0 exit criteria
5.0 Composite Proficiency Level + at least a 4.0 in each domain of listening, speaking, reading, and writing.

Step 2: When students meet the exit criteria on the English language proficiency assessment, LEA staff members redesignate students to “exited year 1 monitoring” status in their school information systems. LEAs are required to complete the exiting process for eligible students before the end of the school year in which the student met the exit criteria. In other words, LEAs must use the results from the spring ACCESS 2.0 and Alternate ACCESS assessment to update students’ EL status in their school information system and inform parents by the end of the school year.

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Step 3: LEAs will use a statewide exit form that is shared and explained to parents/families in a language they can understand to inform them of their child's program exit. In addition LEAs inform parents/families of the child's transition into a monitoring status for two years.

In order to ensure that ELs with special needs are correctly exited, the EL advisory panel will collaborate with special education stakeholders to establish criteria and processes for exiting ELs with special needs as well as Alternate ACCESS exit criteria.

2. **SEA Support for English Learner Progress** (*ESEA section 3113(b)(6)*): Describe how the SEA will assist eligible entities in meeting:
 - i. The State-designed long-term goals established under ESEA section 1111(c)(4)(A)(ii), including measurements of interim progress towards meeting such goals, based on the State's English language proficiency assessments under ESEA section 1111(b)(2)(G); and
 - ii. The challenging State academic standards.

Assistance to LEAs for Long-Term Language Proficiency and Academic Goals

The State EL/Title III Department exists to assist LEAs with creating, implementing, and improving language instruction educational programs that provide equal learning opportunities for ELs. In order to achieve this, the State EL/Title III Department will analyze the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). This ongoing and annual analysis will assist the department in determining statewide and individualized support needed for LEAs.

Moreover, with EL accountability now housed under Title I, the State EL/Title III Department staff are critical members on the previously mentioned State Technical Assistant Team (STAT). This group will be responsible for tracking progress, discussing data, and identifying needs and resources.

Additionally, the department will continue to review and monitor LEAs' annual EL plan within the Consolidated Federal and State Grants Application (CFSGA). LEAs must describe their Language Instruction Educational Program(s) (LIEP) to serve their ELs. These plans also include an opportunity for the LEA to describe linguistic and academic goal(s) for their English learners. Furthermore, LEAs describe within their State EL Plans their methods for meeting these linguistic and academic goals by describing coordination of services with other supporting programs, method for incorporating WIDA English Language Development Standards within instruction, and professional learning opportunities provided to all staff in the LEA on best practices in teaching English learners. The State EL/Title III Department will review the LEAs linguistic and academic goals for alignment to the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). Additionally, the department uses this information to support LEAs in their individualized efforts. For example, if neighboring LEAs have similar goals, ISDE can target support regionally.

Currently, the ISDE has the following supports in place for schools and LEAs that can be tailored to address the specific linguistic and academic needs of their ELs:

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Cross Collaboration

The EL/Title III Department engages in state-level collaboration with other ISDE programs such as Special Education, Migrant, Title I, and others to address the needs of English Learners. Examples of state-level collaboration include professional learning opportunities for administrators, teachers, and paraprofessionals of English Learners as well as a consolidated grant application and program monitoring for LEAs. The STAT team is another example of cross collaboration.

Ongoing Technical Assistance

Ongoing technical assistance for all LEAs is provided in a variety of ways listed below. However, individualized technical assistance can be requested by an LEA at any time and may be delivered through a variety of methods:

1. Phone, email, and individual site visits
2. The EL Department webpage <http://sde.idaho.gov/el-migrant/el/index.html>
3. Quarterly webinars
4. Biweekly newsletters
5. Regional trainings

Idaho Legislature

The Idaho Legislature provides funding to LEAs for ELs. House Bill 287 appropriates \$450,000 for three-year grants to assist LEAs with meeting the academic needs of English Learners. House Bill 289 provides over 1 million dollars for research-based programs for ELs.

State Title III Consortium

State Title III Consortium employs two (2) EL coaches who travel to LEAs around the state to support them and provide onsite technical assistance personalized to their needs.

EL Advisory Panel

The EL advisory panel assists the ISDE with state-wide planning and support on EL-related topics such as creating state-wide identification and exiting criteria for all LEAs.

Professional Development/Training

The Idaho State EL/Title III Department provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. ISDE recognizes that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. In fall 2017 the ISDE EL/Title III Department will provide regional intensive professional learning workshops on classroom instructional strategies for classroom teachers K-12 to support language development through content instruction.

State and National Partnerships

The State/Title III Department staff participates in and collaborates with multiple national partners and other state agencies for support in trending EL topics: Teaching English to

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Speakers of Other Languages (TESOL), Center for Applied Linguistics (CAL), WIDA, Wisconsin Center for Educational Research (W-CER), Regional Educational Laboratory (REL), Chief Counsel of State School Officers (CCSSO), EL State Collaborative on Assessment Student Standards (SCASS), Title I National Organization, and National Association of State Title III Directors. Lastly, additional partnerships with Idaho's institutes of higher education provide components of EL education in preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

The ISDE will continue to adapt, create, and implement additional supports for ELs in Idaho's schools based on need as identified through data.

3. **Monitoring and Technical Assistance** (ESEA section 3113(b)(8)): Describe:
- i. How the SEA will monitor the progress of each eligible entity receiving a Title III, Part A subgrant in helping English learners achieve English proficiency; and
 - ii. The steps the SEA will take to further assist eligible entities if the strategies funded under Title III, Part A are not effective, such as providing technical assistance and modifying such strategies.

Monitoring the implementation of Federal programs and the use of funds is a requirement of each of the Federal programs and an essential function of the ISDE. The ISDE monitors all LEAs thoroughly and in a variety of ways to ensure that all children have a fair, equitable, and significant opportunity to obtain a high-quality education. Moreover, the ISDE provides leadership and guidance to LEAs through technical assistance for the purpose of assisting LEAs with implementing highly effective educational programs to increase student achievement in Idaho. ISDE implements the following processes for monitoring federal programs including Title III-A:

Consolidated Federal and State Grant Application (CFSGA)

The Idaho Consolidated Federal & State Grant Application serves as an LEA's application for federal program funds. A consolidated approach, instead of separate applications for each of the individual programs, allows the programs to be cooperatively planned and implemented, and also helps to reduce the administrative burden. In addition, the CFSGA allows the EL/Title III Coordinator to monitor/review annual applications for Title III compliance, linguistic and academic goals, and use of funds. If an LEA's plan does not meet the criteria for approval, she coaches the LEA until the plan meets all the requirements. This approach is proactive in that it provides assistance before the LEA receives funding.

Selection Process for Onsite and Desk Monitoring of LEAs

In determining the list of LEAs to be monitored for the upcoming school year, the ISDE reviews several considerations:

1. The list of LEAs considered for monitoring in the upcoming year are derived from the ISDE's Ongoing LEA Master List, which identifies the year each LEA was last monitored.
2. Each federal program identifies risk factors for the LEAs identified for potential monitoring. Risk factors may be determined using data including the following:
 - State assessment performance data
 - Date/Year the LEA was previously monitored

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- Number and type of findings from the previous monitoring visit (such as programmatic, fiscal, policy, repeat findings)
 - Results of previous findings
 - Personnel turnover – new or inexperienced federal programs director or new superintendent
 - Audit Findings (such as incomplete audits or type of audit findings)
 - Significant carryover balances
 - Non-participation in state offered trainings
 - Other “high-risk” factors identified by ISDE program coordinators (such as sudden and/or significant increase in English Learners, formal compliance complaint filed with the ISDE, SBOE, and/or U.S. Department of Education - Office for Civil Rights)
3. Approximately 25 LEAs are identified for monitoring annually. Monitoring is conducted by ISDE program staff either through on-site or desk monitoring.

Monitoring Process for Title III –A

During the monitoring visit, the EL/Title III Coordinator conducts classroom observations, interviews with staff, principals, students, and parents to determine if the LEA is addressing the linguistic and academic needs of their ELs. Additionally, the coordinator seeks evidence of support for the linguistic and academic goals described in the CFSGA.

Consolidated State Performance Report (CSPR)

Annual CSPR data submitted by the LEA for federal reporting is another opportunity for monitoring and possible technical assistance. LEA data is reviewed for accuracy as well as for state and local level trends.

Participation in STAT Team

As mentioned before, the State EL/Title III department will work with the STAT team to monitor the progress of LEAs and provide technical assistance based on the recommendations of this team.

The above mentioned activities and processes will assist the ISDE in identifying LEAs that may need more specific and individualized support in identifying effective strategies for their ELs. If an LEA continues to struggle with implementing effective strategies for EL English proficiency, the ISDE will convene with the STAT team to determine additional resources needed to provide intensive support. Resources could include, but not limited to, in-depth professional development, recommendations for Title III program revisions and opportunities for peer observations with successful Title III districts.

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F. Title IV, Part A: Student Support and Academic Enrichment Grants

1. **Use of Funds** (*ESEA section 4103(c)(2)(A)*): Describe how the SEA will use funds received under Title IV, Part A, Subpart 1 for State-level activities.

State Level Activities

Four percent of Idaho's Title IV-A allocation targeted for state activities total \$77,600, of that, approximately \$20,000 will be directed toward required activities including training LEAs on applying for Title IV-A funds through the ISDE's Consolidated State and Federal Grant Application and compliance monitoring. The remaining \$57,600 will be prioritized to expand professional development surrounding STEM in concert with the STEM Action Center.

LEA Optional Use of Funds Aligned with State Level Activities

ISDE will leverage and expand the resources and support of the Governor's STEM Action Center by assuring LEAs are aware of the Center and the training and tools it offers to engage more students in STEM related coursework and activities. The primary function of the STEM Action Center is to support a well-rounded STEM education for all Idahoans, K – career. This is accomplished by creating partnerships with other state agencies, out of school entities, non-profits, educators, administrators, communities, businesses, and industries to support the development of Idaho's STEM talent pipeline, ensuring continued growth of Idaho's STEM-based economy. The STEM Action Center will continue to focus on opportunities for educators, students, and communities by supporting professional development for educators, grants for resources and communities, STEM awareness events, and opportunities for students to participate in STEM competitions, camps, internships, mentorships, and apprenticeships. Targeted support, leveraging both federal and state funding, will help to ensure equitable access to and awareness of STEM for all students throughout Idaho.

The ISDE and STEM Action Center will work collaboratively to inform districts and to provide guidance in implementation regarding the wide range of activities that are permissible under Title IV-A to improve STEM instruction and learning. Examples of how state funds will be used to increase STEM activity in LEAs include:

- Expansion of high-quality STEM courses.
- Increased access to STEM for underserved and at-risk student populations.
- Support for student participation in nonprofit STEM competitions.
- Increased opportunities for hands-on learning in STEM.
- Integration of other academic subjects, including the arts, into STEM subject programs.
- Creation or enhancement of STEM specialty schools.
- Integration of classroom-based, afterschool, and informal STEM instruction.

Idahoans understand that a well-rounded, community-oriented, student-focused education provides the knowledge and skills to live, learn, work, create, and contribute to society. STEM experiences enhance 21st century workforce skills such as collaboration, innovation, problem-solving, critical and creative thinking, and teamwork. These experiences should be integrated across disciplines and should focus on project-based learning, inquiry, and discovery. All students should have the opportunity to learn these critical 21st century workforce skills. Therefore, the Idaho STEM Action Center will work collaboratively with

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Idaho state educational agencies to transform how Idaho educates our children in order to enhance their life prospects, empower their communities, and build an inclusive, sustainable, innovation-based economy where our citizens can thrive.

Title IV-A state funds will also support ISDE staff in providing technical assistance for LEAs in the creation of local Title IV-A plans and applying for funding as well as monitoring for compliance with federal rules and regulations. While compliance monitoring visits focus on adherence to the rules and regulations, the ISDE aims to use these visits as opportunities to provide technical assistance in addressing deficiencies and offering best practices in supporting students.

The ISDE will support LEAs in directing their Title IVA allocations to provide equitable access to a well-rounded education and rigorous coursework in subjects in which female students, minority students, English learners, students with disabilities, or low-income students are underrepresented. Such subjects could include English, reading/language arts, writing, science, technology, engineering, mathematics, world languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, or physical education.

Existing state supports will be leveraged to increase the impact of LEA Title IV-A funds around strengthening the instructional core and increasing access to a broad range of educational opportunities. Idaho currently has robust supports in place focused on a well-rounded education that includes professional development for teachers, instructional coaches and mastery education funded by state dollars.

Additionally, the ISDE plans on leveraging state and local resources to imbed music, the arts, foreign languages, environmental education and civics to expand offerings for students. Partners include the Idaho Commission for Libraries, the Idaho Commission on the Arts, and the Wassmuth Center for Human Rights. Resources from these entities will be compiled and provided to LEAs seeking to expand their course offerings and supplemental materials.

Regarding supporting safe and healthy students, LEA Title IV-A funds may increase existing efforts to equip LEA personnel with best practices around crisis intervention, school violence prevention, suicide prevention and alternatives to suspensions and expulsions through existing statewide trainings and resources.

Table 169: Title IV-A use of funds

Strategy	Timeline	Funding sources
Provide specialized STEM professional development to LEAs.	Ongoing and on demand	Federal Title IVA funds

2. **Awarding Subgrants** (*ESEA section 4103(c)(2)(B)*): Describe how the SEA will ensure that awards made to LEAs under Title IV, Part A, Subpart 1 are in amounts that are consistent with ESEA section 4105(a)(2).

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~~The ISDE established an estimate for each LEA based on the prior year Title I-A allocation and a hold harmless amount of \$10,000. As such, the calculations for LEA awards are a combination of \$10,000 and a proportional amount based on Title I-A.~~

In order to ensure that the requirement was accurately interpreted, the SDE used a manual which was compiled and released by the US Department of Education on June 30, 2017. A link to the manual can be found below:

https://safesupportivelearning.ed.gov/sites/default/files/Subgranting_FY_2017_Title_IV_A_LEAs_QA.pdf

An excel template was created consistent with the scenario 1 from the manual (p 2). The template includes built in formulas which include the following steps:

4. Determine initial formula allocations based on LEA shares of Title I, Part A funds for the preceding fiscal year.
5. Adjust upward allocations for LEAs whose initial allocation is below \$10,000.
6. Adjust downward, on a proportional basis, the initial formula allocations for all LEAs receiving more than \$10,000.
7. Repeat steps (iterations) as many times as necessary until there is no grant award with less than \$10,000.

The initial calculation is performed by the Federal Programs Department at the same time Title I, Part A allocations are calculated. Calculations and formulas are reviewed by the Student Engagement, Career & Technical Readiness Department for checks and balances.

Once finalized, the allocations are populated into the Idaho State Departments online mechanism for LEA to submit plans and request funds for all title programs (Consolidated Federal and State Grant Application- CFSGA). Once populated LEAs are not able to request less than the populated amount, thereby assuring all LEAs receive no less than \$10,000 in Title IVA funds.

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G. Title IV, Part B: 21st Century Community Learning Centers

1. **Use of Funds** (*ESEA section 4203(a)(2)*): Describe how the SEA will use funds received under the 21st Century Community Learning Centers program, including funds reserved for State-level activities.

ISDE reserves 2 percent of the appropriated amount for administration (approx. \$110,000), which supports 1.08 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The administration funds for Title IV-B are used to support eligible LEAs, Community-Based Organizations, Indian tribes or tribal organizations, and other public/private entities. Each year the ISDE provides regional trainings for interested organizations in applying for Title IV-B grant funds. The ISDE also use administrative funds for costs associated with the peer review process and required USED meetings.

ISDE reserves 3 percent of the appropriated amount for state activity (approx. \$270,000), which supports 0.9 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The state activity funds for Title IV-B are used to support current grantees in providing monitoring and technical assistance. The ISDE partners with the Idaho Afterschool Network and Idaho STARS in developing and implementing school age quality standards, which state activity funds support regional coordinators to provide all areas of Idaho in-depth coaching and technical assistance. The ISDE also uses state activity funds to perform a statewide evaluation to assess the program's effectiveness in meeting performance measures.

Table 1720: Title IV-B use of funds

Strategy	Timeline	Funding sources
New Grantee Training	Summer 2017	Title IV-B State Administrative Funds
21 st CCLC Directors Meeting	Fall 2017	Title IV-B State Activity Funds
Regional Bidder's Workshops	Fall 2017	Title IV-B State Administrative Funds
Peer Review Process Meeting	Spring 2018	Title IV-B State Administrative Funds
21 st CCLC Directors Meeting	Spring 2018	Title IV-B State Activity Funds
21 st CCLC Summer Institute	Summer 2018	Title IV-B State Administrative Funds
Grantee Monitoring & Technical Assistance	Ongoing	Title IV-B State Activity Funds

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2. **Awarding Subgrants** (*ESEA section 4203(a)(4)*): Describe the procedures and criteria the SEA will use for reviewing applications and awarding 21st Century Community Learning Centers funds to eligible entities on a competitive basis, which shall include procedures and criteria that take into consideration the likelihood that a proposed community learning center will help participating students meet the challenging State academic standards and any local academic standards.

ISDE reserves not less than 93 percent of the appropriated amount for LEA subgrants (approx. \$5.2 million). Each year the ISDE hosts a grant competition (as unallocated funds allow) to applicants according to ESEA Sec. 4201(b)(3). The ISDE awards 5-year grants with a minimum of \$50,000 per award. Award amounts are based on the applicants needs and services provided to students; however, the ISDE provides guidance to applicants on typical award amounts based on per-pupil expenditures.

The ISDE awards subgrants through a competitive process based on the merit of an applicant's grant application: needs assessment for before and afterschool programs, project design, measures of effectiveness, budget, and other assurances as outlined in ESEA Sec. 4204. The ISDE awards additional points for entities that target students: (1) attending schools that are implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA Sec. 1111(d); and (2) who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or who lack strong positive role models.

The ISDE provides technical assistance and facilitates the grant application process; however, does not participate in the decision making of the awards to applicants. The ISDE recruits a variety of peer reviewers (via email, newsletter, website, press release), which consists of individuals with diverse expertise, organization representation, geographic location, gender, racial and ethnic representation. The ISDE trains all reviewers and hosts a 1-day in-person meeting to discuss submitted applications. Ultimately, the peer reviewers make the decision of awarded applications based on the applicant's grant application and established scoring rubric.

Table 1821: Title IV-B awarding subgrants timeline

Strategy	Timeline	Funding sources
Regional Bidder's Workshops	Fall 2017	Title IV-B State Administrative Funds
Grant Application Opens	Fall 2017	
Grant Application Closes	January 2018	
Peer Review	Spring 2018	
Peer Review Process Meeting	Spring 2018	Title IV-B State Administrative Funds
Grant Awards Announced	April 2018	
Funding to Grantees Begins	July 1	Title IV-B LEA Subgrants

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H. Title V, Part B, Subpart 2: Rural and Low-Income School Program

1. **Outcomes and Objectives** (*ESEA section 5223(b)(1)*): Provide information on program objectives and outcomes for activities under Title V, Part B, Subpart 2, including how the SEA will use funds to help all students meet the challenging State academic standards.

74% (113 of 153) of Idaho's LEAs and schools meet the state's definition of rural. The goal for students in rural schools is the same for all students—to achieve at the same level of proficiency and have access to higher education resources to be successful after high school. In order to achieve equity for rural students, the state has designated staff to support rural and low-income school programs and has created a working state plan for these programs <http://www.sde.idaho.gov/federal-programs/rural/index.html>. The plan was created in consultation with LEAs. The process for grant applications includes the Consolidated Federal and State Grant Application (CFSGA) online reporting system for LEAs to submit an application that includes budget, selected activities for use of funds, and measurable goals. The state also has an electronic evaluation report that is due in June each year.

Table 1922: Title V-B objectives and outcomes

Objective	Outcome
Objective 1: Rural school students achieve at the same level of proficiency as all other students, and have access to higher education resources to be successful after high school.	Outcomes: Each Rural Low Income School (RLIS) grantee program will provide educational services for children and youth as described in the CFSGA to ensure that they have the opportunity to meet challenging State academic content and achievement standards.
Objective 2: ISDE has a method and annual timeline for providing annual technical assistance to RLIS eligible LEAs.	Outcomes: All RLIS LEA Federal Program directors and business managers attend training on RLIS requirements and eligibility at annual regional meeting.

2. **Technical Assistance** (*ESEA section 5223(b)(3)*): Describe how the SEA will provide technical assistance to eligible LEAs to help such agencies implement the activities described in ESEA section 5222.

The state coordinator collaborates with Title I, Title II, Title III, and family and community coordinators; the charter school coordinator; and 21st Century Learning Center division to ensure program alignment and access to resources as well as in-person training at least twice per year with LEA technical assistance as needed. In addition, Idaho rural LEAs have the opportunity to be part of Northwest Rural Innovation and Student Engagement (NW RISE), a multi-state project that creates learning communities among schools in the rural northwest. Educators from Alaska, Idaho, Oregon, and Washington participate in NW RISE.

The project is part of the Northwest Comprehensive Center and includes two face-to-face meetings per year as well as monthly opportunities for members to collaborate through video conference and a dedicated social media account through Schoology. In addition,

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consultation and technical assistance is provided through the state's system of support which includes both on-site support through projects like Idaho Building Capacity, Math Centers, Idaho Content ELA Coaches, and opportunities to network with peers through the Idaho Superintendents Network and Idaho Principals Network.

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I. Education for Homeless Children and Youth program, McKinney-Vento Homeless Assistance Act, Title IX, Subtitle B

1. **Student Identification** (722(g)(1)(B) of the McKinney-Vento Act): Describe the procedures the SEA will use to identify homeless children and youth in the State and to assess their needs.

All LEAs are required to have a local board-approved homeless policy that describes how the LEA will implement the following: definitions, identification, school selection, enrollment, transportation, services, disputes, free meals, eligibility for Title I services, training, coordination, and preschool. To assist in the identification of children and youth without housing, public notice of the education rights of homeless children and youth are to be disseminated and posted where such children and youth receive services. ISDE provides free brochures and posters. The state coordinator and Local Liaison contact information is listed on each poster to provide technical assistance regarding enrollment, identification, and other issues affecting students in homeless situations. Liaisons are also provided from the National Center for Homeless Education toll-free help line. ISDE requires a Student Residency Questionnaire in which the nighttime living status of every student is assessed by enrollment documentation. This living status form is disseminated twice per year. Each LEA has an identified liaison responsible for conducting the assessment and verification of homeless children and youth. Once the liaison verifies eligibility of the child or youth they are reported in the LEA student management system that uploads to the Idaho System for Educational Excellence (ISEE) K–12 longitudinal data management system. Samples are available at <http://www.sde.idaho.gov/federal-programs/homeless/index.html>

Identification of children and youth experiencing homelessness and assessing their needs is primarily the responsibility of the Local Educational Agencies (LEAs). The ISDE supports identification and needs assessment by:

1. Providing annual regional training to local liaisons on the implementation of policies and regular processes for identification of homeless students and assessment of their needs and tracking liaison training;
2. Regularly notifying LEAs of training opportunities through the National Center for Homeless Education (NCHE);
3. Annually monitoring the needs assessment process for LEAs through onsite monitoring visits and the completion of a self-assessment application;
4. Providing a best practice needs assessment worksheet and summary tool from NCHE on the ISDE website at <http://www.sde.idaho.gov/federal-programs/homeless/index.html>; and
5. Assuring that the ISDE State Coordinator is a participating member of the Idaho Continuum of Care and Idaho HUD Homeless Advisory Council so that identification and needs assessment issues that merge in non-school contexts are appropriately addressed.

Additionally, a new State Coordinator has been hired for Idaho and begins January 16, 2018. Part of this position's 2018 goal will be to reconvene the Idaho Homeless Education Advisory Team (IHEAT), which includes the State Coordinator and LEA liaison representation from around the State. The major focus of this group's efforts will be to analyze state-wide

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data resulting in state-level action plans to better assist LEAs in recognizing and addressing needs.

2. **Dispute Resolution** (722(g)(1)(C) of the McKinney-Vento Act): Describe procedures for the prompt resolution of disputes regarding the educational placement of homeless children and youth.

All LEA liaisons are familiar with the ISDE dispute resolution policy posted on the ISDE website (www.sde.idaho.gov/federal-programs/homeless/index.html) through annual trainings provided by the state coordinator. All LEAs must have a written dispute resolution policy process that aligns with the state policy. This requirement is checked during onsite federal program monitoring visits, and LEAs submit assurances when they submit their annual application for funding through the CFSGA process. All LEAs must have a written notice of decision, also part of our monitoring process. Sample letters are provided on the ISDE website. Homeless children and youth are provided all services during the dispute resolution process. A new state coordinator has been hired at the ISDE and begins work January 16, 2018. Reviewing and revising all forms and verbiage on the website to reflect the Every Student Succeeds Act will be a priority.

3. **Support for School Personnel** (722(g)(1)(D) of the McKinney-Vento Act): Describe programs for school personnel (including the LEA liaisons for homeless children and youth, principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel) to heighten the awareness of such school personnel of the specific needs of homeless children and youth, including runaway and homeless children and youth.

ISDE provides staff development to ~~Homeless LEA~~ liaisons, including: provisions of the McKinney-Vento Education for Homeless Children and Youth program; related state laws; the special needs of students experiencing homelessness; resource materials; and strategies for training teachers, counselors, support staff, administrators, homeless service providers, advocates, and others.

All liaisons are required to attend ~~an annual face to face meeting for up to date~~ training on McKinney-Vento and Homeless Education to heighten the awareness of the specific needs of children and youth experiencing homelessness, including runaway and other unaccompanied homeless youth. Webinars and regional trainings are offered by the state and liaisons are regularly notified of trainings through the National Center for Homeless Education throughout the year. Local designated liaisons are required to have annual training for all staff including transportation, nutrition, custodial, and secretarial on their role and specific needs of homeless children and youth, including runaway youth and unaccompanied youth.

Idaho is beginning a partnership with Edify who has developed an online training and professional development model for the credentialing of Homeless Education Liaisons. The model consists of Beginning, Intermediate and Advanced levels of specific topics, units, and lessons. Liaisons who pass assessments for each level's lessons receive a certificate of

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achievement. This technology will allow the State Coordinator to assess Liaison learning outcomes in real time to target technical assistance and resources. This program will be required of LEA liaisons and will include a specialized module and assessment on runaway and unaccompanied youth as well as a unit on human trafficking. This technology will also enable the State coordinator to assure that local liaisons are aware of the specific needs of runaway and other unaccompanied homeless youth.

The new state coordinator, in place effective January 16, 2018, will have as a goal for 2018 to update the ISDE webpage at <http://www.sde.idaho.gov/federal-programs/homeless/index.html> to include information and resources on the needs of runaways to support training for all appropriate school personnel and community. Although ISDE's current monitoring tool requires evidence of an LEA level policy that ensures equitable access to services for runaway youth, the 2018-2019 monitoring tool will be updated to include evidence of school personnel training to heighten the awareness of the specific needs of runaway children and youth as identified in 722(g)(1)(D).

4. **Access to Services** (722(g)(1)(F) of the McKinney-Vento Act): Describe procedures that ensure that:
 - i. Homeless children have access to public preschool programs, administered by the SEA or LEA, as provided to other children in the State;
 - ii. Homeless youth and youth separated from public schools are identified and accorded equal access to appropriate secondary education and support services, including by identifying and removing barriers that prevent youth described in this clause from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with State, local, and school policies; and
 - iii. Homeless children and youth who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs, if such programs are available at the State and local levels.
- a. **Public preschool programs:** Idaho Code 33-201 identifies school-aged children as between the ages of five and twenty-one. Idaho does not fund pre-school programs. ISDE's Student Residency Questionnaire (nighttime living status of every student) includes questions about siblings in the family and assists with students eligible for secondary education who may not be currently identified. LEA liaisons collaborate with various agencies and service providers who work with homeless youth and youth separated from the public schools, such as the Idaho Department of Health & Welfare, Salvation Army, area shelters, and Community Action Partnership Association of Idaho to make them aware of protections available to homeless, unaccompanied youth. LEA liaisons collaborate with service providers to advocate on behalf of these children and youth to ensure that the students have the opportunity to return to school and participate in these programs. ISDE has established collaboration with Head Start, and the ISDE state coordinator has been appointed to the Idaho Infant and Toddler Council.
- b. **Equal Access to Appropriate Secondary Education and Support Services:** The state coordinator provides training with LEA liaisons pertaining to the critical element of

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identification of youth who are separated from public schools with equal access, without barriers to full or partial credit. Training and resources ~~specifically are being developed~~ for school counselors at the secondary level are being developed to make sure homeless youth are receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with state, local, and school policies. Partnerships with Title I-A and other federal programs are used when available to access online courses, summer school, and tutoring for credit recovery.

In addition to training, Idaho conducts annual onsite monitoring and requires the submission of an annual self-assessment each year an LEA does not have an onsite visit. Part of the monitoring process includes requiring evidence that the LEA policy and school processes and procedure ensure that homeless youth and runaway youth receive appropriate credit for full or partial coursework satisfactorily completed while attending public school.

- c. **Eligible Children and Youth Do Not Face Barriers:** Every effort is made by all Homeless Liaisons and the state coordinator to include students in all academic and extracurricular activities. LEAs have policies to ensure homeless children and youths who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities. Outreach is made by the liaison as needed to local support groups to assist with needs students might have to participate in extracurricular activities. ISDE is actively coordinating and collaborating with state athletic associations to ensure access and opportunity for students.
- 5. **Strategies to Address Other Problems (722(g)(1)(H) of the McKinney-Vento Act):** Provide strategies to address other problems with respect to the education of homeless children and youth, including problems resulting from enrollment delays that are caused by—
 - i. requirements of immunization and other required health records;
 - ii. residency requirements;
 - iii. lack of birth certificates, school records, or other documentation;
 - iv. guardianship issues; or
 - v. uniform or dress code requirements.

Idaho state and local policies prohibit LEAs from denying a child enrollment for lack of records and include short timelines for obtaining needed records, certifications, and other documents. All LEAs are required to set aside a minimum of 0.25 of 1% of their Title I allocation for homeless students. This can be used for all the above, as needed. For all subgrants and beginning in 2016–2017, a needs assessment must be completed for the set-aside. ISDE and LEAs use the results of surveys, focus groups, and training evaluations to identify additional barriers caused by enrollment delays. ISDE disseminates information and provides technical assistance about how to remove barriers to school access throughout the state in its resource documents, trainings, and articles for publication. ISDE encourages LEAs to seek aid from local service or charitable organizations to help provide assistance that helps meet these needs. The State Coordinator is working in partnership with the Idaho Volunteer Lawyers Program to assist liaisons and youth across the state with issues and barriers that cannot be resolved at the local level. LEA's requiring uniforms must provide

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these items to enrolled homeless or foster youth. In addition, MV Homeless Education Grant funds and homeless set aside funds can be used to provide necessary clothing for school dress codes or school activities.

6. **Policies to Remove Barriers** (722(g)(1)(I) of the McKinney-Vento Act): Demonstrate that the SEA and LEAs in the State have developed, and shall review and revise, policies to remove barriers to the identification of homeless children and youth, and the enrollment and retention of homeless children and youth in schools in the State, including barriers to enrollment and retention due to outstanding fees or fines, or absences.

The state coordinator provides regular trainings and ongoing technical assistance to LEA Liaisons and staff on all provisions of the law McKinney-Vento Homeless Education Act ~~including those related to fees, fines, and absences~~. The ISDE and all LEAs must have a current homeless education policy that removes barriers to identification, enrollment, and retention of homeless children and youth barriers ~~including those due~~ to enrollment and retention due to outstanding fees or fines, or absences. State-level trainings assure that students remain enrolled in their school of origin for the duration of the school year, regardless of attendance status. In the case that a student identified as homeless officially withdraws or transfers, a McKinney-Vento status form is forwarded to the Liaison of the new district. These trainings address minimizing barriers to enrollment and retention related to outstanding fees, fines, or absences. This is LEA policies and school processes and procedures are monitored ~~at the LEA level through the~~ onsite federal program monitoring process, which requires specific evidence of compliance.

7. **Assistance from Counselors** (722(g)(1)(K)): A description of how youths described in section 725(2) will receive assistance from counselors to advise such youths, and prepare and improve the readiness of such youths for college.

The state coordinator works with LEA liaisons and school counselors at the secondary level to make sure homeless youth are receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with state, local, and school policies. A new indicator has been added to the 17-18 monitoring tool to address how youth will receive assistance from counselors to prepare and improve the readiness for college. It is a requirement and an expectation from the ISDE that counselors/liaisons will inform unaccompanied homeless youth of their status as independent students under section 480 of the Higher Education Act of 1965, and that they may obtain assistance from the liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid. ISDE training will be offered to counselors as well as training in collaboration with Higher Education program staff.

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Appendix A Measurements of interim progress

Instructions: Each SEA must include the measurements of interim progress toward meeting the long-term goals for academic achievement, graduation rates, and English language proficiency, set forth in the State's response to Title I, Part A question 4.iii, for all students and separately for each subgroup of students, including those listed in response to question 4.i.a. of this document. For academic achievement and graduation rates, the State's measurements of interim progress must take into account the improvement necessary on such measures to make significant progress in closing statewide proficiency and graduation rate gaps.

A. Academic Achievement

Mathematics - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

Mathematics	2016	2017	2018	2019	2020	2021	2022
All Students	41.6%	44.8%	48.0%	51.2%	54.4%	57.6%	60.8%
Economically Disadvantaged Students	30.3%	33.8%	37.3%	40.8%	44.3%	47.8%	51.3%
Students with Disabilities	15.2%	19.8%	24.4%	29.0%	33.6%	38.2%	42.8%
English Learners	7.1%	12.2%	17.3%	22.4%	27.5%	32.6%	37.7%
Minority Students*	25.8%	29.8%	33.8%	37.8%	41.8%	45.8%	49.8%

Mathematics	2016	2017	2018	2019	2020	2021	2022
All Students	41.6%	44.8%	48.1%	51.3%	54.6%	57.8%	61.1%
Economically Disadvantaged	30.3%	34.2%	38.0%	41.9%	45.8%	49.7%	53.5%
Students with Disabilities	15.2%	19.9%	24.6%	29.3%	34.0%	38.8%	43.5%
English Learners	7.1%	12.3%	17.4%	22.6%	27.7%	32.9%	38.1%
Black / African American	22.2%	26.5%	30.8%	35.2%	39.5%	43.8%	48.1%
Asian or Pacific Islander	56.8%	59.2%	61.6%	64.0%	66.4%	68.8%	71.2%
American Indian or Alaskan Native	19.4%	23.9%	28.4%	32.8%	37.3%	41.8%	46.3%
Hispanic or Latino	22.0%	26.3%	30.7%	35.0%	39.3%	43.7%	48.0%
Native Hawaiian / Other Pacific Islander	33.6%	37.3%	41.0%	44.7%	48.4%	52.0%	55.7%
White	46.6%	49.6%	52.5%	55.5%	58.5%	61.4%	64.4%
Two Or More Races	42.2%	45.4%	48.6%	51.8%	55.0%	58.3%	61.5%

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English Language Arts/Literacy - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

ELA/Literacy	2016	2017	2018	2019	2020	2021	2022
All Students	53.0%	55.6%	58.2%	60.8%	63.4%	66.0%	68.6%
Economically Disadvantaged Students	40.6%	43.9%	47.2%	50.5%	53.8%	57.1%	60.4%
Students with Disabilities	15.0%	19.7%	24.4%	29.1%	33.8%	38.5%	43.2%
English Learners	6.9%	12.0%	17.1%	22.2%	27.3%	32.4%	37.5%
Minority Students*	37.4%	40.9%	45.4%	45.4%	49.9%	54.4%	58.9%

ELA/Literacy	2016	2017	2018	2019	2020	2021	2022
All Students	53.0%	55.6%	58.2%	60.8%	63.4%	66.1%	68.7%
Economically Disadvantaged	40.6%	43.9%	47.2%	50.5%	53.8%	57.1%	60.4%
Students with Disabilities	15.0%	19.7%	24.4%	29.2%	33.9%	38.6%	43.3%
English Learners	6.9%	12.1%	17.2%	22.4%	27.6%	32.8%	37.9%
Black / African American	34.1%	37.8%	41.4%	45.1%	48.7%	52.4%	56.1%
Asian or Pacific Islander	65.0%	66.9%	68.9%	70.8%	72.8%	74.7%	76.7%
American Indian or Alaskan Native	30.6%	34.5%	38.3%	42.2%	46.0%	49.9%	53.7%
Hispanic or Latino	33.6%	37.3%	41.0%	44.7%	48.4%	52.0%	55.7%
Native Hawaiian / Other Pacific Islander	46.7%	49.7%	52.6%	55.6%	58.5%	61.5%	64.5%
White	57.9%	60.2%	62.6%	64.9%	67.3%	69.6%	71.9%
Two Or More Races	54.5%	57.0%	59.6%	62.1%	64.6%	67.1%	69.7%

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J.B. Graduation Rates

Graduation rate - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

Graduation Rate	2016	2017	2018	2019	2020	2021	2022
All Students	78.9%	81.2%	83.4%	85.7%	87.9%	90.2%	92.5%
Economically Disadvantaged Students	72.0%	75.0%	78.0%	81.0%	84.0%	87.0%	90.0%
Students with Disabilities	58.4%	62.9%	67.3%	71.8%	76.2%	80.7%	85.1%
English Learners	72.3%	75.3%	78.2%	81.2%	84.2%	87.1%	90.1%
Minority Students*	72.3%	75.3%	78.2%	81.2%	84.2%	87.1%	90.1%
Graduation Rate	2016	2017	2018	2019	2020	2021	2022
All Students	79.7%	82.2%	84.8%	87.3%	89.9%	92.4%	94.9%
Economically Disadvantaged	71.9%	75.4%	78.9%	82.4%	86.0%	89.5%	93.0%
Students with Disabilities	60.5%	65.4%	70.4%	75.3%	80.3%	85.2%	90.1%
English Learners	73.3%	76.6%	80.0%	83.3%	86.7%	90.0%	93.3%
Black / African American	77.8%	80.6%	83.4%	86.1%	88.9%	91.7%	94.5%
Asian or Pacific Islander	83.1%	85.2%	87.3%	89.4%	91.6%	93.7%	95.8%
American Indian or Alaskan Native	58.5%	63.7%	68.9%	74.1%	79.3%	84.4%	89.6%
Hispanic or Latino	73.7%	77.0%	80.3%	83.6%	86.9%	90.1%	93.4%
Native Hawaiian / Other Pacific Islander	69.7%	73.5%	77.3%	81.1%	84.9%	88.6%	92.4%
White	81.3%	83.6%	86.0%	88.3%	90.7%	93.0%	95.3%
Two Or More Races	77.3%	80.1%	83.0%	85.8%	88.7%	91.5%	94.3%

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K.C. Progress in Achieving English Language Proficiency

English proficiency - 2017 baseline, 2022 long-term goal, and 2018-2021 interim targets

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
33.2%	36.9%	40.6%	44.3%	48.1%	51.8%

<u>2017</u> <u>Baseline</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u> <u>Goal</u>
<u>48%</u>	<u>51.46%</u>	<u>54.92%</u>	<u>58.38%</u>	<u>61.84%</u>	<u>65.30%</u>

Appendix B Idaho's Accountability Framework

01. School Category.

- a. Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in Subsection 112.05.f.
- b. High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.
- c. Alternative High Schools

02. Academic Measures by School Category.

- a. K-8:
 - i. Idaho Standards Achievement Tests (ISAT) Proficiency.
 - ii. ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education.
 - iii. ISAT proficiency gap closure.
 - iv. Idaho statewide reading assessment proficiency.
 - v. English Learners achieving English language proficiency.
 - vi. English Learners achieving English language growth toward proficiency.
- b. High School:
 - i. ISAT proficiency.
 - ii. ISAT proficiency gap closure.
 - iii. English Learners achieving English language proficiency.
 - iv. English Learners achieving English language growth toward proficiency.
 - v. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
 - vi. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
- c. Alternative High School:
 - i. ISAT proficiency.
 - ii. English learners achieving English language proficiency.
 - iii. English learners achieving English language growth towards proficiency.
 - iv. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
 - v. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.

03. School Quality Measures by School Category.

- a. K-8:
 - i. Students in grade 8 enrolled in pre-algebra or higher.
 - ii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).
 - iii. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
- b. High School:
 - i. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
 - ii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).

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- iii. Students in grade 9 enrolled in algebra I or higher.
- iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
 - c. Alternative High School:
 - i. Credit recovery and accumulation.
 - ii. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
 - iii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).
- iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year).

Appendix C **GEPA 427 Statement**

Information Regarding Equitable Access to and Participation in the Programs included in the Idaho Consolidated State Plan

The Idaho State Department of Education (ISDE) adheres to Section 427 of the General Education Provisions Act (GEPA). In carrying out its educational mission, the Idaho State Department of Education will ensure to the fullest extent possible equitable access to, participation in, and appropriate educational opportunities for individuals served. Federally funded activities, programs, and services will be accessible to all teachers, students and program beneficiaries. The ISDE ensures equal access and participation to all persons regardless of their race, color, ethnicity, religion, national origin, age, citizenship status, disability, gender or sexual orientation in its education programs, services, and/or activities.

For state-level activities as well as all other activities supported by federal assistance through our electronic grant application, ISDE will fully enforce all federal and state laws and regulations designed to ensure equitable access to all program beneficiaries and to overcome barriers to equitable participation. The ISDE will hold LEAs accountable for ensuring equal access and providing reasonable and appropriate accommodations to meet the needs of a diverse group of students, staff, community members and other participants.

Steps taken to ensure equitable access may include, but are not limited to the following; developing and administering a pre-participation survey to all potential participants in order to identify special accommodation needs (i.e., wheelchair access, assistive technology, transportation assistance); holding program related sessions/activities in Americans with Disabilities Act (ADA) accessible and compliant facilities; printing materials in multiple languages, when appropriate; offering multi-lingual services for participants and others as needed and appropriate; responsiveness to cultural differences; fostering a positive school climate through restorative practices; conducting outreach efforts and target marketing to those not likely to participate; making program materials available in braille or via audiotapes, when appropriate; providing assistive technology devices to translate/make accessible grant and program materials for participants requiring such accommodations; using technologies to convey content of program materials; using materials that include strategies for addressing the needs of all participants; pre-program gender and cultural awareness training for participants; development and/or acquisition and dissemination of culturally relevant and sensitive curriculum and informational materials; use of transportation services that include handicapped accommodations; transportation vouchers or other forms of assistance, on an as needed basis, to members (including teachers, students, and families) who must use public transportation to attend program activities.

Appendix D Research Supporting Educator Mentoring Focus

Burkhauser, S., Gates, S. M., Hamilton, L. S., & Ikemoto, G. S. (2012). First-Year Principals in Urban School Districts: How Actions and Working Conditions Relate to Outcomes. Technical Report. Rand Corporation.

Potemski, A., & Matlach, L. (2014). Supporting New Teachers: What Do We Know about Effective State Induction Policies? Policy Snapshot. Center on Great Teachers and Leaders.

Strong, M. (2006). Does new teacher support affect student achievement? (Research Brief). Santa Cruz, CA: New Teacher Center. Retrieved from http://www.newteachercenter.org/sites/default/files/ntc/main/resources/BRF_

Villar, A., & Strong, M. (2007). Is mentoring worth the money? A benefit-cost analysis and five-year rate of return of a comprehensive mentoring program for beginning teachers. ERS Spectrum, 25(3), 1–17.

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Number of Title I Schools Meeting N Size Requirement for Indicator and Student Group

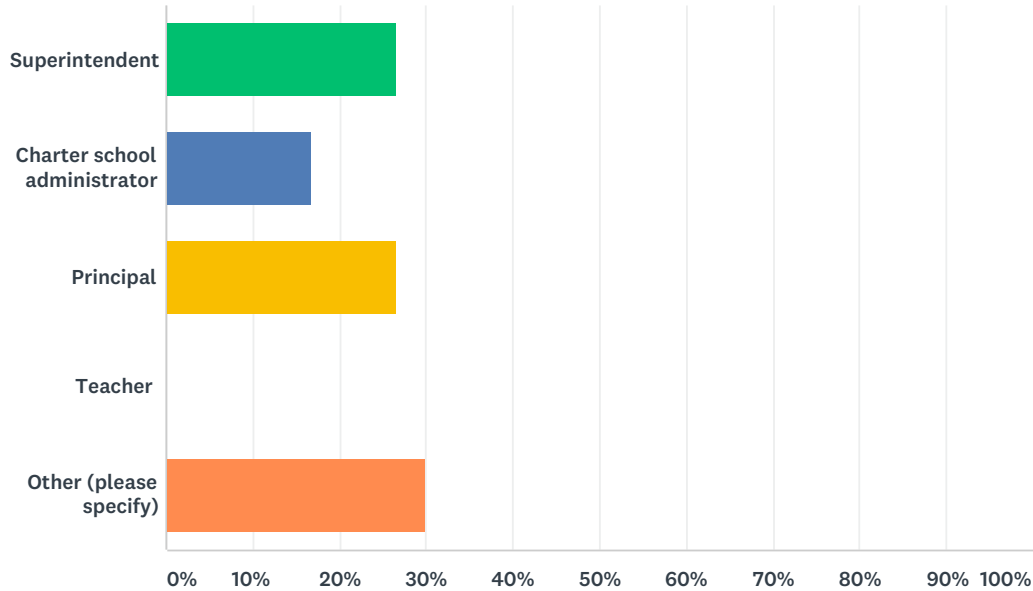
Subject area --> Indicator type --> N size -->		ELA						Math						English Proficiency						Graduation Rate											
		Achievement			Change			Achievement			Change			Achievement			Change			Achievement			Change								
		10	15	20	10	15	20	10	15	20	10	15	20	10	15	20	10	15	20	10	15	20	10	15	20						
K-8 Schools																															
All Students		343	342	337	340	339	333	343	342	337	340	339	333	343	342	337	340	339	333	343	342	337	340	339	333	171	149	137	NA	NA	NA
Economically Disadvantaged		338	330	326	333	327	320	338	330	326	333	327	320	338	330	326	333	327	320	338	330	326	333	327	320	166	142	130	NA	NA	NA
Students with Disabilities		294	261	220	272	237	187	293	260	222	272	237	187	293	260	222	272	237	187	293	260	222	272	237	187	50	18	8	NA	NA	NA
English Learners		162	135	114	139	106	82	169	140	117	139	106	82	169	140	117	139	106	82	170	149	136	170	149	136	170	149	136	NA	NA	NA
Black/African American		20	12	6	12	6	4	21	14	7	12	6	4	21	14	7	12	6	4	12	6	4	12	6	4	12	6	4	NA	NA	NA
Asian or Pacific Islander		11	4	2	10	3	2	14	8	2	10	3	2	14	8	2	10	3	2	8	2	1	8	2	1	8	2	1	NA	NA	NA
American Indian or Alaskan Native		17	12	9	11	10	9	17	12	9	11	10	9	17	12	9	11	10	9	0	0	0	0	0	0	0	0	0	NA	NA	NA
Hispanic or Latino		256	228	215	241	220	202	256	230	213	241	221	202	256	230	213	241	221	202	163	139	120	163	139	120	163	139	120	NA	NA	NA
Native Hawaiian/Other Pacific Islander		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	NA	NA	NA
White		341	336	328	338	328	325	341	336	328	338	328	325	341	336	328	338	328	325	341	336	328	338	328	325	341	336	328	NA	NA	NA
Two or More Races		67	22	14	34	10	6	66	22	13	34	10	6	66	22	13	34	10	6	0	0	0	0	0	0	0	0	NA	NA	NA	NA
Historically Underserved		278	247	228	266	237	220	278	247	230	266	238	222	278	247	230	266	238	222	169	147	128	169	147	128	169	147	128	NA	NA	NA
High Schools																															
All Students		67	65	64	65	65	64	67	65	64	65	65	64	67	65	64	65	65	64	22	12	8	22	12	8	22	12	8	58	52	43
Economically Disadvantaged		63	60	59	62	59	58	63	69	59	62	59	58	63	69	59	62	59	58	16	11	7	16	11	7	16	11	7	35	28	28
Students with Disabilities		33	23	18	28	15	14	33	23	18	28	15	14	33	23	18	28	15	14	6	2	1	6	2	1	6	2	1	8	8	6
English Learners		11	6	4	4	2	1	12	6	5	4	2	1	12	6	5	4	2	1	21	12	8	21	12	8	21	12	8	10	7	5
Black/African American		2	1	0	1	0	0	2	1	0	1	0	0	2	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian or Pacific Islander		2	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian or Alaskan Native		3	1	1	3	1	1	3	1	1	3	1	1	3	1	1	3	1	1	0	0	0	0	0	0	0	0	0	1	1	1
Hispanic or Latino		45	34	33	40	33	30	44	34	33	39	33	30	44	34	33	39	33	30	21	12	8	21	12	8	21	12	8	19	13	10
Native Hawaiian/Other Pacific Islander		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
White		64	61	59	61	60	57	63	61	59	61	60	57	63	61	59	61	60	57	0	0	0	0	0	0	0	0	0	53	44	33
Two or More Races		6	2	1	3	1	1	6	2	1	3	1	1	6	2	1	3	1	1	0	0	0	0	0	0	0	0	0	1	0	0
Historically Underserved		50	42	38	46	37	33	50	42	38	46	37	33	50	42	38	46	37	33	21	12	8	21	12	8	21	12	8	22	16	11
Alternative High Schools																															
All Students		12	11	11	12	11	10	12	11	11	12	11	10	12	11	11	12	11	10	4	1	1	4	1	1	4	1	14	14	13	13
Economically Disadvantaged		11	11	10	11	11	9	11	11	10	11	11	9	11	11	10	11	11	9	2	1	1	2	1	1	2	1	14	13	13	13
Students with Disabilities		0	0	0	1	0	0	1	0	0	1	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	7	4	1	1
English Learners		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1	1	4	1	1	5	5	5	5	5	5
Black/African American		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian or Pacific Islander		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian or Alaskan Native		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hispanic or Latino		6	4	4	4	4	4	6	4	4	4	4	4	6	4	4	4	4	4	2	1	1	2	1	1	9	9	9	9	9	9
Native Hawaiian/Other Pacific Islander		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
White		12	10	7	11	9	6	12	10	6	11	9	5	12	10	6	11	9	5	0	0	0	0	0	0	0	0	0	14	13	11
Two or More Races		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Historically Underserved		7	5	5	6	4	4	7	5	5	6	4	4	7	5	5	6	4	4	3	1	1	3	1	1	10	9	9	9	9	9

Note: No N size estimates currently available for the student satisfaction and engagement survey

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 January 2018 Accountability Options Survey

Q1 I am a

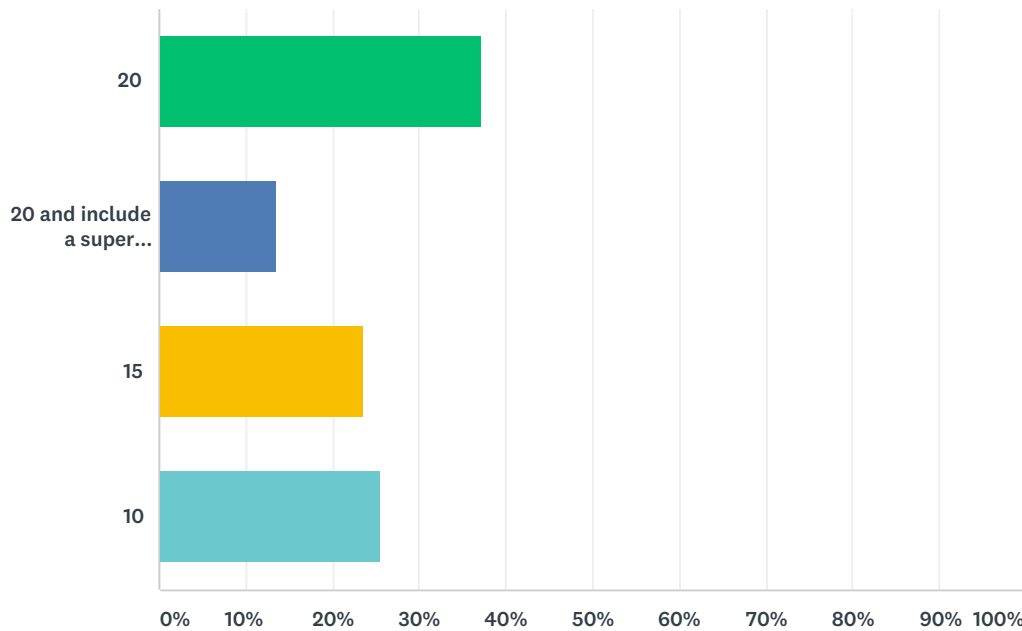
Answered: 60 Skipped: 0



ANSWER CHOICES	RESPONSES	
Superintendent	26.67%	16
Charter school administrator	16.67%	10
Principal	26.67%	16
Teacher	0.00%	0
Other (please specify)	30.00%	18
TOTAL		60

Q2 Which of the four "N" size options presented should be included in the school accountability system?

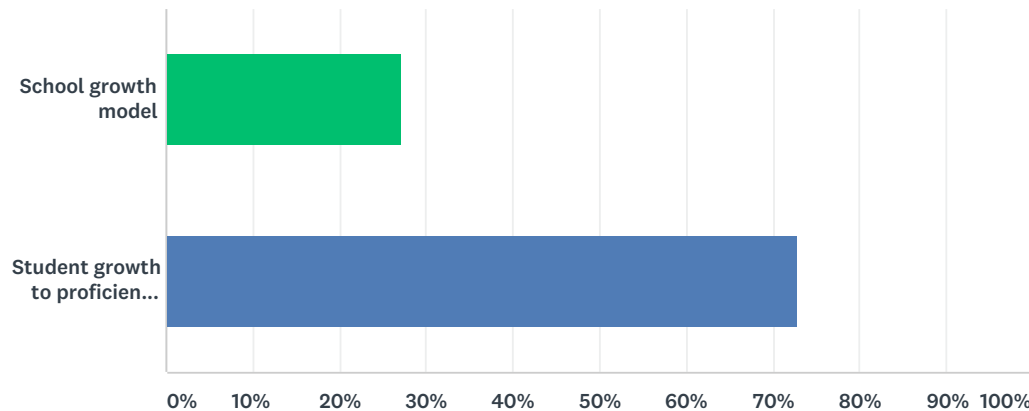
Answered: 59 Skipped: 1



ANSWER CHOICES	RESPONSES	
20	37.29%	22
20 and include a super subgroup	13.56%	8
15	23.73%	14
10	25.42%	15
TOTAL		59

Q3 Which of the two growth options presented should be included in the school accountability system?

Answered: 59 Skipped: 1



ANSWER CHOICES	RESPONSES	
School growth model	27.12%	16
Student growth to proficiency model	72.88%	43
TOTAL		59

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January 18, 2018 – Accountability Plan Survey – Additional Comments

The smaller N size makes it fair for rural areas schools.

I am concerned that students who demonstrate high levels of proficiency will be penalized for minimal growth. I would ask the state to be conscientious of making sure the standard for growth is realistic for students who already meet high levels of mastery.

Proficiency, not just growth, needs to be considered when evaluating schools.

I think it is imperative that student growth is the indicator used and I was really impressed with the goal being across 3 years to gain proficiency!

I think the only thing I am concerned about is making sure that small schools have a way to still be identified for funding if needed.

I believe the growth model will be much easier and cleaner for staff, students and parents to understand the target(s).

Thank you for soliciting our input. :)

As a district, we feel N=20 is the most reasonable; we like option 2 with the trajectory; option 1 seems like more of a focus on achievement rather than growth;

The way the student growth is calculated allows teachers to set goals with students that have meaning. Students can track their progress toward proficiency. We are working hard to empower students to take control of their learning. Having teachers and principals monitor school growth only doesn't help us achieve our goal.

I appreciate the idea of measuring growth and not just the number of proficient students.

STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

DEC 28 2017

The Honorable Linda Clark
President
Idaho State Board of Education
650 West State Street, Suite 307
Boise, ID 83720

The Honorable Sherri Ybarra
Superintendent of Public Instruction
Idaho Department of Education
650 West State Street
Boise, ID 83720

Dear President Clark and Superintendent Ybarra:

Thank you for submitting Idaho's consolidated State plan to implement requirements of covered programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA), and of the amended McKinney-Vento Homeless Assistance Act (McKinney-Vento Act).

I am writing to provide initial feedback based on the U.S. Department of Education's (the Department's) review of your consolidated State plan. As you know, the Department also conducted, as required by the statute, a peer review of the portions of your State plan related to ESEA Title I, Part A, ESEA Title III, Part A, and the McKinney-Vento Act using the Department's *State Plan Peer Review Criteria* released on March 28, 2017. Peer reviewers examined these sections of the consolidated State plan in their totality, while respecting State and local judgments. The goal of the peer review was to support State- and local-led innovation by providing objective feedback on the technical, educational, and overall quality of the State plan and to advise the Department on the ultimate approval of the plan. I am enclosing a copy of the peer review notes for your consideration.

Based on the Department's review of all programs submitted under Idaho's consolidated State plan, including those programs subject to peer review, the Department is requesting clarifying or additional information to ensure the State's plan has met all statutory and regulatory requirements, as detailed in the enclosed table. Each State has flexibility in how it meets the statutory and regulatory requirements. Please note that the Department's feedback may differ from the peer review notes. I encourage you to read the full peer notes for additional suggestions and recommendations for improving your consolidated State plan.

ESEA section 8451 requires the Department to issue a written determination within 120 days of a State's submission of its consolidated State plan. Given this statutory requirement, I ask that

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you revise Idaho's consolidated State plan and resubmit it through OMB Max by January 12, 2018. We encourage you to continue to engage in consultation with stakeholders, including representatives from the Governor's office, as you develop and implement your State plan. If you would like to take more time to resubmit your consolidated State plan, please contact your Office of State Support Program Officer in writing and indicate your new submission date. Idaho has acknowledged that a determination on the ESEA consolidated State plan may be rendered after the 120-day period.

Department staff will contact you to support Idaho in addressing the items enclosed with this letter. If you have any immediate questions or need additional information, I encourage you to contact your Program Officer for the specific Department program.

Please note that the Department only reviewed information provided in Idaho's consolidated State plan that was responsive to the Revised Template for the Consolidated State Plan that was issued on March 13, 2017. Each State is responsible for administering all programs included in its consolidated State plan consistent with all applicable statutory and regulatory requirements. Additionally, the Department can only review and approve complete information. If Idaho indicated that any aspect of its plan may change or is still under development, Idaho may include updated or additional information in its resubmission. Idaho may also propose an amendment to its approved plan when additional data or information are available consistent with ESEA section 1111(a)(6)(B). The Department cannot approve incomplete details within the State plan until the State provides sufficient information.

Thank you for the important work that you and your staff are doing to support the transition to the ESSA. The Department looks forward to working with you to ensure that all children have the opportunity to reach their full potential.

Sincerely,



Jason Botel
Principal Deputy Assistant Secretary,
Delegated the authority to perform the
functions and duties of the position of
Assistant Secretary, Office of
Elementary and Secondary Education

Enclosures

cc: Governor
State Title I Director
State Title II Director
State Title III Director
State Title IV Director

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State Title V Director

State 21st Century Community Learning Center Director

State Director for McKinney-Vento Homeless Assistance Act: Education for Homeless
Children and Youths Program

Items That Require Additional Information or Revision in Idaho’s Consolidated State Plan

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies (LEAs)	
A.4.i.a: Major Racial and Ethnic Subgroups of Students	<p>The ESEA requires a State to include in its accountability system each major racial and ethnic group as well as the subgroups of economically disadvantaged students, children with disabilities, and English learners. In its State plan, ISDE lists a combined “Minority students” subgroup that includes six major racial and ethnic groups. A State may only include a combined subgroup in its accountability system in addition to the individual required subgroups. It is not clear whether each of the individual major racial and ethnic subgroups of students is also separately included in the State’s accountability system.</p> <p>Clarifying this requirement in the State plan will also require ISDE to clarify this matter in related areas of its State plan to ensure all ESEA required subgroups are properly included. For example, the ESEA requires:</p> <ul style="list-style-type: none"> • That long-term goals are established for all students and separately for each subgroup of students. (Requirement A.4.iii) • That the identification of schools with one or more “consistently underperforming” subgroups be based on the performance of each individual subgroup. (Requirement A.4.vi.e) • That the identification of schools for additional targeted supports be based on the performance of each individual subgroup. (Requirement A.4.vi.f)
A.4.ii.a: Minimum N-Size for Accountability	<p>The ESEA requires the minimum number of students that the State determines are necessary to be included to carry out the requirements of any provisions under Title I, Part A of the ESEA that require disaggregation of information by each subgroup of students for accountability purposes be the same State-determined number for all students and for each subgroup of students in the State. In its State plan, ISDE indicates that it uses an n-size of 20 for all students and an n-size of 10 for student subgroups. As a result, ISDE does not meet the statutory requirements.</p>
A.4.iii.a.1: Academic Achievement Long-term Goals	<p>The ESEA requires that the State identify and describe the long-term goals, which must include measurements of interim progress toward meeting those goals, for all students and for each individual subgroup of students for improved academic achievement as measured by proficiency on the State’s annual assessments in reading/language arts and mathematics. Because ISDE does not provide long-term goals for each subgroup of students, including each major racial and ethnic group, the State has not met the statutory requirement.</p>
A.4.iii.b.1: Long-term Goals for	<p>The ESEA requires that the State identify and describe the long-term goals, which must include</p>

Four-year Adjusted Cohort Graduation Rate	<p>measurements of interim progress toward meeting those goals, for all students and for each individual subgroup of students for improved graduation rates. Because ISDE does not provide long-term goals for each subgroup of students, including each major racial and ethnic group, the State has not met the statutory requirement.</p> <ul style="list-style-type: none"> • The ESEA requires a State to identify and describe its ambitious long-term goal and measurements of interim progress for English learners for increases in the percentage of such students making progress in achieving English language proficiency. In its State plan, ISDE states that its long-term goal is that by 2022, the State will reduce the percentage of English learners not making progress towards English language proficiency by 33 percent. However, the State appears to describe the provided goal and targets as percentage of English learners scoring proficient, rather than the percentage making progress toward achieving English language proficiency. Therefore, it is unclear whether ISDE's long-term goal and measurements of interim progress for English language proficiency are based on the percentage of English learners making progress toward proficiency, as required by the ESEA, as opposed to the percentage of English learners achieving proficiency. • Additionally, in its State plan, ISDE states that it uses the placement/screening test to establish and track English language proficiency for English learners. The ESEA requires a State to establish ambitious State-designed long-term goals as measured by the assessments required under ESEA section 1111(b)(2)(G).
A.4.iv.a: Academic Achievement Indicator	<p>ESEA section 1111(c)(4)(E) requires that a State annually measure the achievement of not less than 95 percent of all students and 95 percent of all students in each subgroup, and that, for purposes of measuring, calculating, and reporting on the Academic Achievement indicator, the State include in the denominator the greater of 95 percent of all students (or 95 percent of all students in a subgroup) or the number of students participating in the assessments. In its State plan, ISDE proposes including the performance of at least 95 percent of all students and each student group when calculating this indicator, which is consistent with section 1111(c)(4)(E)(ii) of the ESEA. However, because ISDE indicates that it may not do so if the LEA fails to meet the 95 percent required participation rate (stating that the indicator measures the performance of 95 percent of students “unless an LEA fails to meet the 95% required participation rate”), it is not clear that the ISDE is meeting the statutory requirement for calculating the Academic Achievement indicator.</p>
A.4.iv.b: Other Academic Indicator for Elementary and	<p>The ESEA requires that the State describe an Other Academic Indicator for Elementary and Secondary Schools that are Not High Schools and that the indicator be limited to elementary and</p>

Secondary Schools that are Not High Schools	<p>secondary schools that are not high schools. ISDE proposes a cohort change measure (“growth model”) for all grades, including high school. If the State so chooses, it may include a measure of cohort change in performance for high schools as a School Quality or Student Success indicator. Additionally, ISDE’s description of how growth will be measured is inconsistent throughout the plan. Specifically, ISDE indicates on page 22 that it will calculate growth using changes in the percentage of students proficient or above from the prior year; however, on page 99 ISDE refers to a “trajectory model” approved by the Idaho State Board of Education for grades K-8 as part of the Idaho Accountability Framework. Because ISDE does not clearly describe which growth model it will use, the State has not met the requirement to fully describe its Other Academic indicator.</p>
A.4.iv.c: Graduation Rate Indicator	<p>The ESEA requires that the Graduation Rate indicator include only measures based on the four-year adjusted cohort graduation rate and, at the State’s discretion, the extended-year adjusted cohort graduation rate. In its State plan, ISDE proposes to include within its Graduation Rate indicator a Graduation Rate Growth measure (i.e., the change in a school’s graduation rate over two or three years). ISDE may include the Graduation Rate Growth measure as a School Quality or Student Success indicator if desired, provided it meets all applicable requirements for School Quality or Student Success indicators (i.e., it is valid, reliable, comparable, and used statewide in all schools, and allows for meaningful differentiation in school performance).</p>
A.4.iv.d: Progress in Achieving English Language Proficiency Indicator	<p>The ESEA requires a State to establish and describe in its State plan a Progress in Achieving English Language Proficiency indicator that is the same indicator across all LEAs in the State, is based on the State’s definition of English language proficiency, is measured by the State’s English language proficiency assessment, and includes the State-determined timeline for students to achieve English language proficiency. ISDE’s response does not describe the indicator or how it will be calculated. As a result, ISDE has not met this requirement.</p>
A.4.iv.e: School Quality or Student Success Indicator(s)	<p>The ESEA requires a State’s accountability system to annually measure, for all students and separately for each subgroup of students, one or more indicators of School Quality or Student Success (SQSS) that allow for meaningful differentiation in school performance, and are valid, reliable, comparable, and statewide. ISDE proposes several SQSS indicators on page 24 of its plan, mentions absenteeism as an SQSS indicator on page 30, and provides additional indicators in Appendix B on page 99 as part of the Idaho Accountability Framework. Consequently, it is not clear what indicators will comprise the SQSS indicators. In addition, not enough information is provided to describe how each indicator that is used is calculated, how it is valid and reliable, and how it meaningfully differentiates among all schools in the State. Additionally, because the State</p>

	<p>satisfaction surveys listed in Appendix B are not proposed to be included until the 2018-2019 school year, it is unclear whether the State will have an SQSS indicator for every grade span and every school in order to identify schools in the beginning of the 2018-2019 school year, consistent with the additional flexibility provided in the Secretary's April 10, 2017 Dear Colleague Letter. Finally, for the College and Career Readiness indicator, ISDE states that it will calculate this measure using the total number of graduates, rather than all students, as required. Because ISDE has not fully described this indicator, it is unclear whether the State is meeting the statutory requirements.</p>
A.4.v.a: State's System of Annual Meaningful Differentiation	<p>The ESEA requires a State to establish and describe in its State plan its system of annual meaningful differentiation, including a description of how the system is based on all indicators, for all students and all subgroups of students. In its State plan, ISDE does not clearly describe how it will apply all of the required indicators in its system of annual meaningful differentiation. Specifically, ISDE indicates that it will only include either the Academic Achievement indicator or the Other Academic Indicator (i.e., growth) for each school. ISDE also describes that it will use the higher of either graduation rate ranking or the graduate rate progress ranking, but the Graduation Rate indicator may only include the graduation rate. Further, it is not clear whether or how ISDE includes the School Quality or Student Success indicator(s) in its system of annual meaningful differentiation. As a result, it is unclear whether ISDE is meeting the statutory requirements.</p>
A.4.v.b: Weighting of Indicators	<p>The ESEA requires a State to describe the weighting of each indicator in its system of annual meaningful differentiation, including how the Academic Achievement, Other Academic for elementary and secondary schools that are not high schools, Graduation Rate for high schools, and Progress in Achieving English Language Proficiency indicators each receive substantial weight individually and how those indicators receive, in the aggregate, much greater weight than the School Quality or Student Success indicator(s), in the aggregate. In its plan, ISDE does not include the weighting for the Other Academic Indicator separate from the Academic Achievement indicator. In addition, based on the description provided by ISDE, it is possible that the current graduation rate would not be included at all within the weighting of indicators for all high schools (i.e., because it would be replaced by the progress in graduation rate, which is not permissible within the Graduation Rate indicator), which would not be permissible. As a result, it is unclear whether ISDE meets the statutory requirements.</p>
A.4.vi.c: Comprehensive Support and Improvement Schools—	<p>The ESEA requires a State to describe its methodology to identify for comprehensive support and improvement a school that has received additional targeted support under ESEA section</p>

Additional Targeted Support Not Exiting Such Status	<p>111(d)(2)(C) because it has a subgroup of students that, on its own, would lead to identification of the school as needing comprehensive support and improvement and has not satisfied the statewide exit criteria within a State-determined number of years. In its plan, ISDE indicates that if a Title I school is identified for additional targeted support for three consecutive years, it will be identified for comprehensive support and improvement; however, Idaho states that it will identify schools for additional targeted support every three years. As a result, because ISDE does not intend to identify schools for additional targeted support in consecutive years, it is unclear whether ISDE means that a school will be identified for comprehensive support and improvement after three years of <i>being</i> a school identified for additional targeted support and improvement.</p> <p>The ESEA requires a State to describe a methodology for identifying schools with one or more consistently underperforming subgroups that considers performance on all indicators in the statewide system of annual meaningful differentiation. ISDE states it will identify schools for targeted support and improvement based on student group gaps to their non-group peers. However, it is unclear how ISDE will calculate student group gaps, particularly in light of the fact that its system of annual meaningful differentiation is based on percentile ranks. As a result, ISDE has not fully described its methodology for identifying these schools.</p> <p>The ESEA requires that a State establish and describe statewide exit criteria that ensure continued progress to improve student academic achievement and school success in the State. In its State plan, ISDE indicates that a school may elect to exit comprehensive support and improvement status early if it meets certain interim goals, which does not result in statewide exit criteria.</p> <p>The ESEA requires that a State establishes the number years for continued support and improvement. In its plan, ISDE establishes three years for continued support and improvement; however, the component of the exit criteria that allows for schools to elect to exit if they have met their second year-year interim goals is inconsistent with the State-determined number of years as required by ESEA section 111(d)(3)(A).</p> <p>The ESEA requires that a State describe the extent, if any, to which low-income and minority children enrolled in schools assisted under Title I, Part A are served at disproportionate rates by ineffective, out-of-field, and inexperienced teachers. In its State plan, ISDE generally describes its 2015 educator equity analysis which found that there were no disproportionate rates of access to out-of-field and inexperienced educators for low-income and minority children. Although ISDE describes the rates of access to educators for all schools, ISDE does not specifically address ineffective teachers or schools assisted under Title I, Part A. Additionally, the ESEA also requires a State describe the measures that it will use to evaluate and publicly report its progress with</p>
A.4.vi.e: Targeted Support and Improvement Schools— “Consistently Underperforming” Subgroups	
A.4.viii.a: Exit Criteria for Comprehensive Support and Improvement Schools	
A.4.viii.b: Exit Criteria for Schools Receiving Additional Targeted Support	
A.5: Disproportionate Rates of Access to Educators	

	respect to how low-income and minority children are not served at disproportionate rates by ineffective, out-of-field, and inexperienced teachers.
Title I, Part C: Education of Migratory Children	
B.1: Supporting Needs of Migratory Children	<ul style="list-style-type: none"> ISDE describes how, in planning, implementing, and evaluating the Migrant Education Program (MEP), it will address the unique educational needs of migratory children, including preschool migratory children, through the integration of services available under Title I, Part C with services provided by local, State, and Federal educational programs serving migratory children, including language instruction educational programs under Title III, Part A. However, the ESEA requires that a State also describe how it will address the unique educational needs of migratory children who have dropped out of school, through such integration of services. ISDE describes how, in planning, implementing, and evaluating the MEP, it will address the unique educational needs of migratory children, including preschool migratory children, through measurable program objectives and outcomes. However, the ESEA requires a State to also describe how it will address the unique educational needs of migratory children who have dropped out of school, through measurable program objectives and outcomes.
Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk	
C.1: Transitions Between Correctional Facilities and Local Programs	The ESEA requires each SEA to submit a plan for assisting in the transition of children and youth between correctional facilities and locally operated programs. Although ISDE includes a plan for assisting in the transition of children and youth from correctional facilities to locally operated programs, it does not include a plan for assisting in the transition of children and youth between locally operated programs and correctional facilities (i.e., the transition from correctional facilities to locally operated programs as well as the transition from locally operated programs to correctional facilities).
Title IV, Part A: Student Support and Academic Enrichment Grants	
F.2: Awarding Subgrants	The ESEA requires a State plan to include a description of how the SEA will ensure that awards made to LEAs under Title IV, Part A, Subpart 1 are in amounts that are consistent with ESEA section 4105(a)(2). ISDE's description of how it will undertake the Title IV, Part A, Subpart 1 formula for subgrantees does not comply with the statutory formula in section 4105(a)(1), which provides that "[t]he State shall allocate to each local educational agency in the State that has an application approved by the State educational agency under section 4106 an amount that bears the same relationship to the total amount of such reservation as the amount the local educational

	agency received under subpart 2 of part A of Title I for the preceding fiscal year bears to the total amount received by all local educational agencies in the State under such subpart for the preceding fiscal year.” ISDE does not include a description of how the SEA will ensure that awards made to LEAs are consistent with this requirement, including that the SEA will not award grants less than \$10,000.
Education for Homeless Children and Youths Program, McKinney-Vento Homeless Assistance Act, Title VII, Subtitle B	
I.1: Student Identification	In its State plan, ISDE describes a variety of procedures to identify homeless children and youth in the State. However, ISDE does not describe procedures it will use to assess the needs of homeless children and youth. The McKinney-Vento Act requires a State to describe the procedures the SEA will use to assess the needs of homeless children and youth.
I.3: Support for School Personnel	In its State plan, ISDE describes training for homeless liaisons and school personnel to heighten the awareness of such school personnel of the needs of homeless children and youth. It is not clear, however, if these trainings will heighten the awareness of such school personnel on the specific needs of <i>runaway</i> children and youth. The McKinney-Vento Act requires the State to describe programs for school personnel (including the LEA liaisons for homeless children and youth, principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel) to heighten the awareness of such school personnel of the specific needs of runaway children and youth.
I.4: Access to Services	<ul style="list-style-type: none"> • In its State plan, ISDE indicates there is collaboration between ISDE and Head Start. ISDE does not, however, describe procedures that ensure that homeless children have access to public preschool programs, as provided to other children in the State. The McKinney-Vento Act requires a State to describe procedures that will ensure that homeless children have access to public preschool programs, administered by the SEA or an LEA, as provided to other children in the State. (<i>Requirement I.4i</i>) • ISDE describes procedures that ensure that homeless youth separated from public schools are identified and accorded equal access to appropriate secondary education and support services. ISDE does not, however, describe procedures that ensure that homeless youth who are still in school are identified and accorded equal access to appropriate secondary education and support services. The McKinney-Vento Act requires a State to describe procedures that ensure that homeless youth in school are identified and accorded equal access to appropriate secondary education and support services, including by identifying and removing barriers that prevent youth described in this clause from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with State,

	local, and school policies. (<i>Requirement I.4ii</i>)
I.6: Policies to Remove Barriers	<p>In its State plan, ISDE demonstrates that ISDE and all LEAs in the State have a current homeless education policy that removes barriers to enrollment and retention, including barriers to enrollment and retention due to outstanding fees or fines, or absences. ISDE does not, however, demonstrate that the SEA and LEAs shall review and revise such policies. ISDE also does not demonstrate that it has developed, and shall review and revise, policies to remove barriers to the <i>identification</i> of homeless children and youth. The McKinney-Vento Act requires the State to demonstrate that the SEA and LEAs in the State have developed, and shall review and revise, policies to remove barriers to the identification of homeless children and youth, and the enrollment and retention of homeless children and youth in schools in the State, including barriers to enrollment and retention due to outstanding fees or fines, or absences.</p>

**STATE DEPARTMENT OF EDUCATION
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SUBJECT

Adoption of Praxis II Tests and Idaho Cut Scores

REFERENCE

October 2017	Board directed the Professional Standards Commission to evaluate and recommend additional state-approved assessments and update qualifying scores on the existing Praxis II assessments
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APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.02.015.01.d - Standard Instructional Certificate
Idaho Administrative code, IDAPA 08.02.02.018.01 - Content, Pedagogy and Performance Assessment

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education
Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

In accordance with IDAPA 08.02.02.015.01.d, one of the requirements for obtaining a Standard Instructional Certificate is that proficiency be shown in the area of endorsement being sought. Each candidate must meet or exceed the state qualifying score on the State Board approved content area assessments. Praxis II – Subject Assessments have been selected as the State Board approved content area assessments.

At its October 19, 2017, meeting, the State Board of Education directed the Professional Standards Commission (PSC) to evaluate and bring forward recommendations on additional state-approved assessments and qualifying scores that may be used for certification purposes, as well as updated qualifying scores on the existing Praxis II assessments.

During its November 2017 meeting, the PSC reviewed the existing Praxis II assessments and cut scores and voted to recommend approval of the Praxis II assessments and cut scores indicated in Attachment 1. In future meetings, as the PSC evaluates additional options, it will make recommendations to the State Board of Education for additional assessments and qualifying scores.

IMPACT

This will ensure compliance with Idaho Administrative Code.

ATTACHMENTS

Attachment 1 – ETS Praxis II Assessments & Cut Scores

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STAFF COMMENTS AND RECOMMENDATIONS

Administrative Code (Administrative Rule) requires individuals seeking teacher certification to receive a qualifying score on a state approved content, pedagogy or performance assessment. The PRAXIS II is a content area assessment approved by the Board in early 2000. Qualifying scores were set by the Board based on recommendations from the Professional Standards Commission at the December 2003 Board meeting, effective September 1, 2004. Since that time, there have been a few updates to the qualifying scores in individual subject areas at the June 2005, April 2006, June 2006, and October 2006 Board meetings. The Board has not approved any changes to the qualifying scores on the PRAXIS II since October 2006. The Department has been using updated cut scores for the PRAXIS II; however, they were not brought to the Board for approval. To be compliant with Idaho law qualifying scores on state approved content, pedagogy or performance assessments must be approved by the Board. To correct this discrepancy the Board requested Department staff work with the PSC to bring forward the PRAXIS II qualifying scores for Board approval.

BOARD ACTION

I move to accept the Professional Standards Commission recommendation to approve the current Praxis II assessments and Idaho cut scores as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Standard Instructional Certificate				
Endorsement	Grade Level	Content Assessment - Praxis II	Idaho Cut Score	Multi State-Cut Score
Agriculture Science & Technology	(6-12)	5701 Argiculture	147	147
All Subjects	(K-8)	Elementary Education: 5002 Reading and Language Arts Subtest	157	157
		Elementary Education: 5003 Mathematics Subtest	157	157
		Elementary Education: 5004 Social Studies Subtest	155	155
		Elementary Education: 5005 Science Subtest	159	159
American Government/ Political Science	(6-12)	5931 Government/Political Science	149	149
Bilingual Education	(K-12)	5362 English to Speakers of Other Languages	155	155
Biological Science	(5-9)	5440 Middle School Science	150	150
	(6-12)	5235 Biology: Content Knowledge	139	-
Blended Early Childhood Education/Early Childhood Special Education	(Birth-Grade 3)	5025 Early Childhood Education	156	156
		5691 Special Education: Preschool/Early Childhood	159	159
Blended Early Childhood/Early Childhood Special Education	(Pre-k-Grade 6)	Elementary Education: 5002 Reading and Language Arts Subtest	157	157
		Elementary Education: 5003 Mathematics Subtest	157	157
		Elementary Education: 5004 Social Studies Subtest	155	155
		Elementary Education: 5005 Science Subtest	159	159
Business Technology Education	(6-12)	5101 Business Education: Content Knowledge	148	154
Chemistry	(5-9)	5440 Middle School Science	150	150
	(6-12)	5245 Chemistry: Content Knowledge	139	-
Communication	(5-9)	5221 Speech Communication: Content Knowledge	143	-
	(6-12)			
Computer Science	(5-9)	5651 Computer Science	160	171
	(6-12)			
Deaf/Hard of Hearing	(K-12)	5354 Special Education: Core Knowledge and Applications	145	151
		5272 Special Education: Education of Deaf and Hard of Hearing Students	160	160
Early Childhood Special Education	(Pre-K-3)	5025 Early Childhood Education	156	156
		5691 Special Education: Preschool/Early Childhood	159	159
Earth and Space Science	(5-9)	5440 Middle School Science	150	150
	(6-12)	5571 Earth and Space Sciences: Content Knowledge	144	-
Economics	(6-12)	5911 Economics	150	150
Engineering	(5-9)	5051 Technology Education	154	159
	(6-12)			
English	(5-9)	5047 Middle School English Language Arts	164	164
	(6-12)	5038 English Language Arts: Content Knowledge	167	167
English as a New Language (ENL)	(K-12)	5362 English to Speakers of Other Languages	155	155
Exceptional Child Generalist	(K-8) (6-12) (K-12)	5543 Special Education: Core Knowledge and Mild to Moderate Applications	153	158
		Elementary Education: 5002 Reading and Language Arts Subtest	157	157
		Elementary Education: 5003 Mathematics Subtest	157	157
		Elementary Education: 5004 Social Studies Subtest	155	155
		Elementary Education: 5005 Science Subtest	159	159
Family & Consumer Sciences	(5-9)	5122 Family and Consumer Sciences	153	153
	(6-12)			

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Endorsement	Grade Level	Content Assessment - Praxis II	Idaho Cut Score	Multi State-Cut Score
Geography	(5-9)	5089 Middle School Social Studies	149	155
	(6-12)	5921 Geography	153	-
Geology	(5-9)	5440 Middle School Science	150	150
	(6-12)	5571 Earth and Space Sciences: Content Knowledge	144	-
Gifted and Talented	(K-12)	5358 Gifted Education	157	157
Health	(5-9)	5551 Health Education	155	-
	(6-12)			
	(K-12)			
History	(5-9)	5089 Middle School Social Studies	149	155
	(6-12)	5941 World and U.S. History: Content Knowledge	141	-
Humanities	(5-9)	-	-	-
	(6-12)			
Journalism	(5-9)	-	-	-
	(6-12)			
Literacy	(K-12)	5301 Reading Specialist	164	164
Marketing Technology Education	(6-12)	5561 Marketing Education	158	-
Mathematics Consulting Teacher	-	-	-	-
Mathematics - Basic	(5-9)	5169 Middle School Mathematics	165	165
	(6-12)			
Mathematics	(5-9)	5161 Mathematics: Content Knowledge	160	160
	(6-12)			
Music	(5-9)	5113 Music: Content Knowledge	148	161
	(6-12)			
	(K-12)			
Natural Science	(5-9)	5440 Middle School Science	150	150
	(6-12)	5435 General Science: Content Knowledge	149	-
Online-Teacher	(Pre-K-12)	-	-	-
Physical Education (PE)	(5-9)	5091 Physical Education: Content Knowledge	143	-
	(6-12)			
	(K-12)			
Physical Science	(5-9)	5440 Middle School Science	150	150
	(6-12)	5245 Chemistry: Content Knowledge OR	139	-
		5265 Physics: Content Knowledge OR	129	-
		5435 General Science: Content Knowledge	149	-
Physics	(6-12)	5265 Physics: Content Knowledge	129	-
Psychology	(5-9)	5391 Psychology	154	154
	(6-12)			
Social Studies	(5-9)	5089 Middle School Social Studies	149	155
	(6-12)	5081 Social Studies: Content Knowledge	150	-
Sociology	(5-9)	5952 Sociology	154	154
	(6-12)			
Sociology/Anthropology	(5-9)	5952 Sociology	154	154
	(6-12)			

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Endorsement	Grade Level	Content Assessment - Praxis II	Idaho Cut Score	Multi State-Cut Score
Special Education Consulting Teacher	-	-	-	-
Teacher Librarian	(K-12)	5311 Library Media Specialist	151	-
Technology Education	(5-9)	5051 Technology Education	154	159
	(6-12)			
Theater Arts	(5-9)	5641 Theatre	148	-
	(6-12)			
Visual Arts	(5-9)	5134 Art: Content Knowledge	151	158
	(6-12)			
	(K-12)			
Visual Impairment	(K-12)	5354 Special Education: Core Knowledge and Applications	145	151
		5282 Special Education: Teaching Students with Visual Impairments	163	163
World Language (All other languages not listed below)	(5-9)	5841 World Language Pedagogy	151	158
	(6-12)			
	(K-12)			
World Language - Chinese	(5-9)	5665 Chinese (Mandarin): World Language	164	164
	(6-12)			
	(K-12)			
World Language - French	(5-9)	5174 French: World Language	156	162
	(6-12)			
	(K-12)			
World Language - German	(5-9)	5183 German: World Language	157	163
	(6-12)			
	(K-12)			
World Language - Latin	(5-9)	5601 Latin	152	-
	(6-12)			
	(K-12)			
World Language - Spanish	(5-9)	5195 Spanish: World Language	163	168
	(6-12)			
	(K-12)			

Pupil Personnel Services Certificate				
Endorsement	Grade Level	Content Assessment - Praxis II	Cut Score	Multi State-Cut Score
Audiology	-	-	-	-
Counselor	(K-12)	-	-	-
School Nurse	-	-	-	-
School Psychologist	-	-	-	-
School Social Worker	-	-	-	-
Speech-Language Pathologist	-	-	-	-

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Endorsement	Grade Level	Content Assessment - Praxis II	Idaho Cut Score	Multi State-Cut Score
Administrator Certificate				
Endorsement	Grade Level	Content Assessment - Praxis II	Cut Score	Multi State-Cut Score
School Principal	(Pre-K-12)	-	-	-
Superintendent	-	-	-	-
Director of Special Education and Related Services	(Pre-K-12)	-	-	-

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SUBJECT

School Counselor Evaluation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.02.120, Local District Evaluation Policy
– Teacher and Pupil Personnel Certificate Holders

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education

Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

The question has been posed, "What do school counselors do?" The more important question is, "How are students different as a result of what school counselors do?" To help answer this question, the American School Counselor Association (ASCA) created the ASCA National Model, which is a framework for a comprehensive, data-driven school counseling program.

Idaho does not currently have a single standardized job description or rubric evaluation for Idaho's school counselors. As a result, feedback from the field indicates that many administrators are unclear on the roles and responsibilities of the school counselor. Without a consistent evaluation mechanism reflective of best practices, teacher evaluations and other evaluations are commonly used to evaluate school counselors. Evaluations that do not accurately reflect the scope of the counselor's work are not the best tool to provide feedback of value to the counselor.

To meet the evaluation needs of school counselors, the Idaho School Counselors Association has created the Idaho School Counselor Job Description and Rubric Evaluation (Draft). Based on the ASCA National Model of best practices throughout the United States, the Draft directly reflects and measures the roles and responsibilities of a school counselor. The Draft is aligned with the Danielson model and is the result of over four (4) years of workshops, feedback and support from practitioners, the State Department of Education and education stakeholder groups.

This Draft includes measurement of career and college readiness, to include career technical education, academic needs, and social/emotional skills for all students Kindergarten through grade 12. Other measurements include advanced opportunities/dual credits. Anticipated outcomes from the adoption of this Draft include increased graduation rates, "Go-On" rates, and post-secondary completion rates.

The master's level degree for school counselors requires the ASCA National Model to be a part of the course curriculum. In Idaho, universities that utilize the Council

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for Accreditation of Counseling and Related Educational Programs require a minimum of 60 graduate-level credit hours for the degree. All school counselors trained in the state of Idaho are familiar with the ASCA National Model Program, as it is a standard of instruction for master's level school counseling degrees.

IMPACT

School counselor evaluations aligned to national standards will appropriately inform performance and drive continuous improvement. This will contribute to the quality of comprehensive school counseling programs and increase high school graduation rates, "Go-On" rates, and postsecondary completion.

With the State Board of Education's recognition that the Draft meets the requirements of IDAPA 08.02.02.120, local education agencies will be assured that the school counselor evaluation is compliant with rule.

ATTACHMENTS

Attachment 1 – Job Description	Page 3
Attachment 2 – Evaluation	Page 5
Attachment 3 – Rubric-Danielson Crosswalk	Page 10
Attachment 4 – Development Timeline	Page 18
Attachment 5 – ASCA Research	Page 20
Attachment 6 – Effectiveness Research	Page 30
Attachment 7 – Executive Summary	Page 31
Attachment 8 – Counselor Survey	Page 35
Attachment 9 – Evaluation Feedback	Page 37

STAFF COMMENTS AND RECOMMENDATIONS

IDAPA 08.02.02.120 establishes the statewide framework for educator evaluations. For pupil service staff, the evaluation standards must be aligned with the profession's national standards. Pupil service staff positions include school counselors, school nurse, school psychologist, audiologists, and speech language pathologist. The standards used for the various types of pupil service staff are left to the discretion of the school districts as long as they are researched based and aligned with the professions national standards.

BOARD ACTION

I move to recognize that the evaluation model meets the requirements of IDAPA 08.02.02.120.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Idaho Professional School Counselor Certified and/or Licensed Educators Job Description **DRAFT**

Idaho Professional School Counselors are certified and/or licensed educators with a minimum of a Master's Degree in School Counseling or a closely related field, uniquely qualified to address all students' academic, college/career and social/emotional developmental needs through a comprehensive school counseling program to implement a preventative, proactive comprehensive school counseling program, based on the *American School Counselor Association National Model (2012)*. Professional School Counselors are employed in elementary, middle/junior high and high schools, and in district supervisory positions.

It should be noted that from this point forward the term "professional school counselor" encompasses school counselors, including certified and/or licensed educators.

Duties and Responsibilities:

I. Major Function: Development and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*.

Standard 1: The professional school counselor plans, organizes, and delivers the comprehensive school counseling program.

II. Major Function: Implementation and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*.

Standard 2: The professional school counselor implements DIRECT SERVICES to ALL students through Action Plan guidance curriculum utilizing effective instructional skills and careful planning of structured classroom lessons and small group sessions.

Standard 3: The professional school counselor implements the individual student planning component by guiding individuals, groups of students and their families through the development of education and career paths and plans.

Standard 4: The professional school counselor implements the responsive services component through the effective use of individual and small group counseling, consultation and referral skills.

Standard 5: The professional school counselor implements indirect services through effective guidance program management individuals, school community, and community at large.

III. Major function: Accountability of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*.

Standard 6: The professional school counselor meets with the school administrator to discuss the implementation of the comprehensive school counseling program including action plans, master, monthly and weekly calendars, and annual counselor/principal agreement to effectively and efficiently manage and evaluates the school counseling program by utilizing the tools and processes suggested by the ASCA National Model.

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Standard 7: The professional school counselor collects, analyzes, interprets, and delivers data to guide the direction of the school counseling program, monitoring student growth in individual, group, and classroom settings.

Major function: Leadership, Advocacy, Collaboration and Systemic Change of a comprehensive school counseling program, based on *the ASCA National Model: A Framework for School Counseling Programs (2012)*

Standard 8: The professional school counselor uses the skills of leadership, advocacy and collaboration to create systemic change to improve the academic, social/emotional skills (soft skills) and career readiness of Tier I, Tier II, and Tier III students.

Standard 9: The professional school counselor reports data and consults with the Advisory Council.

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Idaho School Counselor Evaluation

School & District: _____ Date: _____

Counselor Name/Signature: _____

Administrator Name/Signature: _____

I. Major Function: Develop and Management of a comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2012).

Standard 1: The professional school counselor plans, organizes, and delivers the comprehensive school counseling program.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
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1.1 A program has been written to meet the needs of the students and of the school.

- Develops and maintains a comprehensive counseling program for ALL students that meets the needs of the school and is based on the American School Counselor Association (ASCA) National Model to include academic, social/emotional (soft skills) and career/college development.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Comment

II. Major Function: Delivery and Implementation of a comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2012).

Standard 2: The professional school counselor delivers and implements the guidance curriculum — DIRECT SERVICES—through the use of effective instructional skills and careful planning of structured classroom lessons and small group sessions.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
--	-------------	------------	-----------------	--------------	-----

2.1 Effectively teaches guidance lessons that support Idaho Core standards through the application and integration of the ASCA Mind-sets and Behavior competencies in the 3 domains: academic, career/college and social/emotional (*soft skills*).

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

2.2 Uses effective & differentiated instructional strategies to meet student needs and school.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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2.3 Uses engaging interactive, effective, informational instruction.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Comments:

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Standard 3: The professional school counselor implements the <u>individual student planning</u> component by guiding individuals and groups of students and their families through the development of education and career plans.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
--	---------------------	--------------------	-------------------------	----------------------	------------

3.1 Engages students to establish academic, social/emotional (soft skills), and career/college goals as a means to connect post secondary education to their future.

- | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| • Provides a climate that is conducive for effective communication with students, parents/guardians. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Effectively establishes interpersonal relationships with students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Engages students to establish academic, social/emotional and career goals as a means to connect education to their future (CIS, 4-year plan, interest inventory, transitions,), ASCA Mind-sets & Behaviors)... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Standard 4: The professional school counselor implements the <u>responsive services</u> component through the effective use of individual and small group counseling, consultation and referral skills.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
--	---------------------	--------------------	-------------------------	----------------------	------------

4.1 Counsels individual students and groups of students with identified needs/concerns.

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| • Establishes rapport with students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Assists and involves students in defining their problems and seeking solutions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Utilizes a variety of counseling techniques appropriate to the students' needs & issues. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Understands dynamics of behavior in individual and group situations. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Follows up with students in a timely manner. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

4.2 Consults effectively with parents, teachers, administrators and other relevant individuals.

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| • Collaborates with staff and/or parents in defining students' problem. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Establishes credibility by demonstrating knowledge of a variety of options, alternative resources or strategies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

4.3 Implements an effective referral process to include a crisis response plan with administrators, teachers and outside agencies, and responds professionally to an emergency or crisis.

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| • Knowledgeable of current community and district resources and effective broker of services for students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Responds to requests for interventions from staff in a timely manner. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Developed by ISCA representatives: Angela Robinson, Lori Lodge, Josh Lane, Jennifer Tachell, Chuc Diemart, Jordan Chesler

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- Uses counseling skills and knowledge of crisis intervention. ☐ ☐ ☐ ☐ ☐
- Follows guidelines for dealing with child abuse or neglect (CPS.) ☐ ☐ ☐ ☐ ☐

Comments:

Standard 5: The professional school counselor implements <u>indirect services</u> through effective guidance program management.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
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5.1 Provides a comprehensive and balanced guidance program in collaboration with school staff.

- Actively promotes understanding of a comprehensive counseling model program with students, staff, parents and administration. ☐ ☐ ☐ ☐ ☐

5.2 The professional school counselor provides support for other school and district programs.

- Provides consultation and leadership to the school community in creating, maintaining and evaluating a safe school environment. ☐ ☐ ☐ ☐ ☐
- Coordinates programs that support a safe and caring school environment for students. ☐ ☐ ☐ ☐ ☐
- Carries out "fair share responsibilities" as appropriate. ☐ ☐ ☐ ☐ ☐

Comments:

Standard 6: The professional school counselor meets with the school administrator to discuss the implementation of the comprehensive school counseling program including action plans, yearly calendar, and annual counselor/principal agreement.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
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6.1 Consults with the principal and presents a draft of the annual counselor/principal agreement that specifies program priorities, percentage of time the counselor will spend in each component, a plan for collaboration and appropriate professional development activities, including the division of department duties.

- Has an agreed upon time distribution, competencies to be delivered in classrooms, and division of department duties. ☐ ☐ ☐ ☐ ☐

Comments:

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6.2 Develops Action Plans detailing how /she intends to deliver the curriculum and small group instruction for interventions designed to Close the Achievement Gap. ☐ ☐ ☐ ☐ ☐

6.3 Uses Master, monthly and weekly calendars to follow the recommended Use of Time for the level in guidance curriculum, individual student planning, responsive services and systemic change. ☐ ☐ ☐ ☐ ☐

6.4 Conducts an annual Counselor Evaluation to assess the progress made in the Counseling program implementation and make changes in the school counseling program for the following year. ☐ ☐ ☐ ☐ ☐

Comments:

Standard 7: The professional school counselor <u>collects, analyzes, interprets, and delivers data</u> to guide the direction of the school counseling program, monitoring student growth and classroom settings.	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
---	-------------	------------	-----------------	--------------	-----

7.1 Tracks trends that impact student achievement using data.

- Discusses academic progress with students ☐ ☐ ☐ ☐ ☐
- Meets with students to revise 4-year ECAP and graduation plans. ☐ ☐ ☐ ☐ ☐
- Uses CIS or other district program Introduce, promote and track Career/College readiness ☐ ☐ ☐ ☐ ☐
- Meets with parents and guardians when necessary. ☐ ☐ ☐ ☐ ☐

7.2 Collects process, perception and outcome data through Guidance Lessons, Department Visits, Individual Logs

- Evaluates program effectiveness with process, perception, and results data. (results report) Reviews academic and related data. ☐ ☐ ☐ ☐ ☐
- Meets annually with the principal to analyze data and to decide what changes to make in the counseling program. ☐ ☐ ☐ ☐ ☐

Comments:

Standard 8: The professional school counselor uses the skills of <u>leadership, advocacy, and collaboration</u> to create <u>systemic change</u> to improve the academic, social/emotional (soft skills) and career/college readiness of Tier I Tier II and Tier III,	Unsat. 1	Basic 2	Proficient 3	Distin. 4	N/A
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8.1 Maintains professionalism in all areas, including work habits, utilizing technology ,and following the ASCA Ethical Guidelines. ☐ ☐ ☐ ☐ ☐

8.2 Uses leadership skills to create systemic change and improve academic and career readiness for ALL students ☐ ☐ ☐ ☐ ☐

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8.3 Uses advocacy skills effectively impacting ALL students and create systemic change to improve academic and career readiness of ALL students .

☐ ☐ ☐ ☐ ☐

8.4 Uses collaboration skills effectively impacting ALL students and create systemic change to improve academic and career readiness of ALL students

☐ ☐ ☐ ☐ ☐

8.5 Assists in directing systemic change to increase academic success, career/college readiness for ALL students and improve the climate of the school.

☐ ☐ ☐ ☐ ☐

8.6 Attends Professional Development seminars, meetings, opportunities, conferences throughout the school year.

☐ ☐ ☐ ☐ ☐

Comments:

Standard 9: The professional school counselor reports data to and consults with the Advisory Council— (AC is a group of key stakeholders which includes, but is not limited to administration, staff, students, parents and community members)

**Unsat.
1**

**Basic
2**

**Proficient
3**

**Distin.
4**

N/A

9.1 The school counselor meets once per semester with the Advisory Council to discuss the counseling program, share data, gather input and feedback.
The Professional School Counselor:

☐ ☐ ☐ ☐ ☐

Comments:

TOTAL POINTS = 40

☐ ☐ ☐ ☐ ☐

Overall Comments: for planning the following school year:

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Crosswalk
Idaho School Counselor Rubric/ **C. Danielson School Counselor Rubric**
For Idaho School Counselor Evaluation

Major Function: Development and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*.

STANDARD 1: Plans & Organizes--The professional school counselor plans and organizes the delivery of the comprehensive school counseling program, to meet the needs of ALL students at this school.

Domain 1: Planning & Preparation

The professional school counselor:

Element (ISCA)	Component (C. Danielson)
1.1 Develops and maintains a comprehensive counseling program for ALL students that meets the needs of the school and is based on the American School Counselor Association (ASCA) National Model to include academic, social/emotional (soft skills) and career/college readiness competencies.	1c: Establishing Counseling Outcomes 1e: Designing a Coherent Counseling Program

Major Function: Implementation of a comprehensive school counseling program, based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*

Standard 2: Delivery and Accountability--The professional school counselor delivers and implements the guidance curriculum through the use of effective instructional skills and careful planning of structured classroom lessons and small group sessions.

Domain 1: Planning & Preparation

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The professional school counselor:

Element (ISCA)	Component (C. Danielson)
2.1 Effectively teaches guidance lessons—DIRECT SERVICES-- that support Idaho Core standards through the application and integration of ASCA Mindsets and Behavior competencies in the 3 domains: Academic, Career/College Readiness and Social/Emotional (soft skills).	1a: Demonstrating Knowledge of School Counseling Theory 1f: Designing Program Assessment
2.2 Uses <u>effective/ differential instructional strategies</u> to meet the student needs and school goals	1b: Demonstrating Knowledge of Students
2.3 Uses engaging, interactive, effective information <u>instruction</u> .	1a: Demonstrating Knowledge of School Counseling Theory 1f: Designing Program Assessment

Major Function: **Implementation** of a comprehensive school counseling program, based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*

STANDARD 3: Implementation-- The professional school counselor implements the individual student planning component by guiding individuals and groups of students and their families through the development of education and career plans.

Domain 1: Planning & Preparation; Domain 2: The Environment; Domain 3: Delivery of Services

The professional school counselor:

Element (ISCA)	Component (C. Danielson)
3.1 Engages students to establish academic, social/emotional (soft skills), and career/college goals as a means to connect post-secondary education to their future	1e: Designing a Coherent Counseling Program 1f: Designing Program Assessment 2b: Establishing a Culture for Learning 3c: Engaging Students in the Formulation of Current and Future Plans

Major Function: **Implementation** of a comprehensive school counseling program, based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*

STANDARD 4: Responsive Services--The professional school counselor implements the responsive services component through the effective use of individual and small group counseling, consultation and referral skills.

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Domain 1: Planning & Preparation; Domain 2: The Environment; Domain 3: Delivery of Services; Domain 4: Professional Responsibilities

The professional school counselor:

Element (ISCA)	Component (C. Danielson)
4.1 Counsels individual students and groups of students with identified needs or concerns.	1a: Demonstrating Knowledge of School Counseling Theory 1b: Demonstrating Knowledge of Students 1c: Establishing Counseling Outcomes 3a: Communicating with Students 3b: Using Appropriate Counseling Techniques 3d: Assessing Student Needs 3e: Implementing Responsive Services
4.2 Consults effectively with parents, teachers, administrators, and other relevant individuals.	1d: Demonstrating Knowledge of Resource 2a: Creating an Environment of Respect and Rapport 2b: Establishing a Culture for Learning 2e: Organizing Physical Space 4c: Communicating with Families, Staff, and Community
4.3 Implements an effective referral process to include a crisis response plan with administrators, teachers and outside agencies and responds professionally to an emergency or crisis.	4f: Showing Professionalism

Major Function: **Implementation** of a comprehensive school counseling program, based on the *ASCA National Model: A Framework for School Counseling Programs (2012)*

STANDARD 5: The professional school counselor implements **indirect services** through effective guidance program management for school community and community at large.

Domain 1: Planning & Preparation; Domain 2: The Environment; Domain 4: –Professional Responsibilities

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The professional school counselor:

Element (ISCA)	Component (C. Danielson)
5.1 Actively promotes understanding of a Comprehensive Counseling Model Program with students, staff, parents and administration.	4a: Reflecting on Practice 4d: Participating in the Professional Community 4e: Growing and Developing Professionally 4f: Showing Professionalism
5.2 Provides consultation, referrals, collaboration, and professional development for the school community, and community at large to ensure a safe, working relationship with school/family and community.	2e: Organizing Physical Space 4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4c: Communicating with Families, Staff, and Community 4f: Showing Professionalism
5.3 Carries out "fair share responsibilities" as appropriate.	1c: Establishing Counseling Outcomes 4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4d: Participating in the Professional Community 4e: Growing and Developing Professionally

Major function: **Accountability** of comprehensive school counseling program based on *the ASCA National Model: A Framework for School Counseling Programs (2012)*.

STANDARD 6: Accountability: The professional school counselor meets with the school administrator to discuss the implementation of the comprehensive school counseling program including action plans, a master calendar, and annual counselor/principal agreement to effectively and efficiently manage and evaluate the school counseling program by utilizing the tools and processes of the ASCA National Model.

Domain 1: Planning & Preparation; Domain 2: The Environment; Domain 4: Professional Responsibilities

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The professional school counselor:

Element (ISCA)	Component (C. Danielson)
6.1 Consults with the principal and presents a draft of the annual <u>counselor/principal agreement</u> that specifies program priorities, percent of time the counselor will spend in each component, a plan for collaborations, and appropriate professional development activities, including the division of department duties.	1e: Designing a Coherent Counseling Program 2b: Establishing a Culture for Learning 2c: Managing Routines and Procedures 3d: Assessing Student Needs 3e: Implementing Responsive Services 4a: Reflecting on Practice
6.2 Develops <u>action plans</u> detailing how he/she intends to deliver classroom curriculum, and small group instruction with interventions designed to Close the Achievement Gap.	2d: Managing Student Behavior 3d: Assessing Student Needs 4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4d: Participating in the Professional Community 4e: Growing and Developing Professionally
6.3 Uses a <u>master, monthly and weekly calendars</u> to follow the recommended Use of Time in guidance curriculum, individual student planning, responsive services, and system support.	2c: Managing Routines and Procedures 4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4c: Communicating with Families, Staff, and Community 4d: Participating in the Professional Community
6.4 Conducts an annual <u>Counselor Evaluation</u> to assess the progress made in program implementation and to make changes in the school counseling program the following year.	2d: Managing Student Behavior 4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4c: Communicating with Families, Staff, and Community 4d: Participating in the Professional Community 4e: Growing and Developing Professionally 4f: Showing Professionalism

Major function: **Accountability** of comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2012).

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STANDARD 7: The professional school counselor collects, analyzes, interprets, and delivers data to guide the direction of the school counseling program, monitoring student growth in individual, group, and classroom settings.

The professional school counselor uses the skills of leadership, advocacy and collaboration to create systemic change to improve the academic, social/emotional skills (soft skills) and career readiness for Tier I, Tier II, and Tier III students.

Domain 1: Planning & Preparation; **Domain 3: Delivery of Services**

The professional school counselor:

Element (ISCA)	Component (C. Danielson)
Tracks trends the impact student achievement (SA) using data.	1a: Demonstrating Knowledge of School Counseling Theory 1c: Establishing Counseling Outcomes 1d: Demonstrating Knowledge of Resources 1e: Designing a Coherent Counseling Program 1f: Designing Program Assessment
Collects process, perception & outcome data with Direct ` student services: <ul style="list-style-type: none">- Guidance lessons- Department Visits- Individual Logs	3a: Communicating with Students 3b: Using Appropriate Counseling Techniques

Major function: Leadership, Advocacy, Collaboration and Systemic Change of a comprehensive school counseling program, based on *the ASCA National Model: A Framework for School Counseling Programs (2012)*

Standard 8: The professional school counselor uses the skills of leadership, advocacy and collaboration to create systemic change and improve the academic, social/emotional skills (soft skills) and career readiness of Tier I, Tier II, and Tier III students.

Domain 3: Delivery of Services; **Domain 4: Professional Responsibilities**

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The professional school counselor:

Element (ISCA)	Components (C. Danielson)
8.1 Maintains professionalism in all areas, including work habits, utilizing technology, attending meetings, professional development opportunities, and following the ASCA Ethical Guidelines.	3a: Communicating with Students 3d: Assessing Student Needs 4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4d: Participating in the Professional Community 4e: Growing and Developing Professionally 4f: Showing Professionalism
8.2 Uses <u>leadership skills</u> to create systemic change and enhance relationships in the school community and community at large to improve academic, social/emotional skills, and career readiness for ALL students.	4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4d: Participating in the Professional Community 4e: Growing and Developing Professionally 4f: Showing Professionalism
8.3 Uses <u>advocacy skills effectively</u> impacting ALL students to create systemic change improving the school environment, academic achievement, and career readiness for ALL students.	4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4c: Communicating with Families, Staff, and Community
8.4 Uses <u>collaboration skills effectively</u> to improve school climate, improve academic achievement, and career/college readiness of ALL students.	4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4c: Communicating with Families, Staff, and Community
8.5 Assists in directing &/or is involved with <u>systemic change</u> in the school to increase academic success and career/college readiness for ALL students and improve the climate of the school.	4a: Reflecting on Practice 4b: Maintaining Accurate Records and Using Appropriate Data to Guide Practice 4c: Communicating with Families, Staff, and Community
8.6 Attends Professional Development seminars, meetings, opportunities, and conferences throughout the school year.	4d: Participating in the Professional Community 4e: Growing and Developing Professionally

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Standard 9: The professional school counselor reports data, consults with the Advisory Council.

Domain 4: Professional Responsibilities

The professional school counselor:

Element (ISCA)	Component (C. Danielson)
9.1 Has an Advisory Council that meets on a regular basis throughout the school year.	4d: Participating in the Professional Community

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**Idaho School Counselor Association
Evaluation and Job Description Development Timeline**

1997 - Many Idaho School Counselors started using the ASCA National Model. Due to retirements, changes at the State Department of Education, the ASCA Model is not currently being honored and utilized at all districts in the State.

2013 - Angela Robinson moved back to Idaho from Arizona, having worked directly with Co-author of the ASCA National Model, Dr. Judy Bowers, for 18 years in Tucson, AZ and closely with the Arizona State Board of Education, serving as Arizona School Counselor Association President (2009-2013) and working with the National level of the ASCA School Counselor Association.

2013 - Idaho State Counselor Association – President at the time, Roger Holyoak, formed a committee to meet with the State Department of Education to explain School Counselor concerns. Angela Robinson was asked to be on the committee to realign and reeducate Idaho back with the ASCA Model.

2014 to present - Meetings with the Idaho State Department of Education and ISCA continue quarterly at Superintendent Ybarra's request

2014 & 2015 - Angela conducted an ASCA National Model Workshop in Pocatello, ID for School Counselors at ISU, in Coeur d'Alene, ID at NIC, and in Nampa & Boise, ID which included some counselors from Boise and West Ada school districts. Workshops consisted of two day trainings which allow school counselors to design a Comprehensive Counseling Program based on the ASCA National Model and individual school data for their individual schools.

2015 - The Idaho School Counseling Association (ISCA) Public Policy & Legislative Committee Co- chairs, Lori Lodge and Chuc Diemart conducted a State-wide School Counselor Needs Assessment. This assessment created the framework outlining the challenges and concerns from school counselors across the state [See Attachment #4].

2015 to Present - Lori Lodge joined Angela Robinson to conduct ASCA Workshops for School Districts throughout Idaho. These school districts include Twin Falls, Bonneville, Middleton, Nampa, Vallivue, Horseshoe Bend, Grangeville, New Plymouth, Idaho Virtual School, and Melba.

July 2015 - The ISCA Expectative Board formed a committee with each stakeholder representing elementary, middle and high school and including college representation to define the Job Description and Rubric Evaluation Drafts for the State of Idaho [See Attachment #5 & #6].

October 2015 - Superintendent Ybarra requested the Job Description and Rubric/Evaluation Drafts by November 25, 2017.

2016 to Present - Angela Robinson and Lori Lodge reached out to school counselors during the ASCA Workshops for feedback on the Job Description and Rubric Evaluation and continued to revise the forms [See Attachment #8].

2016 and 2017 - Angela Robinson and Lori Lodge reached out to the school counselors at the Idaho School Counselor Association Annual Conferences for feedback on the Draft Idaho Models.

2016 to Present - Angela Robinson and Lori Lodge spoke with Administrators in various School Districts, prior to and following up the ASCA Workshops with their School Counselors.

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2016 - Angela Robinson and Lori Lodge met with the Idaho School Board Association to present the proposed Drafts. They spoke before the Senate and House Education Committees regarding the drafts as well as the importance of School Counselor's roles & responsibilities.

2017 - Angela Robinson, Lori Lodge and Chuc Diemart spoke at the Idaho Prevention Conference regarding the drafts.

June 2017 - Angela Robinson and Lori Lodge worked with Idaho Digital Learning Academy to refine the 6-week Module for Administrators and Counselors which align with the ASCA Model.

August 2017 - Angela Robinson and Lori Lodge presented and provided Drafts of the proposed Job Description and Rubric/Evaluation at the Idaho Association of School Administration regarding the proposed draft.

2015 to Present – ISCA Executive Committee continued to edit the Drafts to meet the needs and concerns for clarification of School Counselors, Administrators, and Superintendents.

2015 to Present - ISCA Executive Committee met with superintendent Ybarra's office and Pete Kohler. The direction we received led to the improvement of measuring the ability of School Counselors to help students improve academically, social/emotionally, and increase Career Readiness.

2017 - Angela Robinson aligned the Draft with Danielson's Rubric for School Counselors. This document was reviewed by Dr. Sherawn Reberry, Idaho Digital Learning Academy Director of Education Programs, Dawn Tolan, Counselor Supervisor West Ada School District, and the ISCA Executive Committee [See Attachment #5].

November 2017 Lori Lodge contacted Idaho School Board Association, Executive Director, Karen Echeverria, Idaho Association of School Administrators Executive Director, Rob Winslow, and Idaho Education Association, Executive Director, Sue Wigdorski to discuss the counselor evaluation, rubric, and job descriptions. The three associations support the counselor initiatives currently being proposed.

December 2017 – ISCA representatives met with Duncan Robb, Helen Price, and Pete Kohler discuss the counseling documents.



Empirical Research Studies Supporting the Value of School Counseling

This document presents a number of recent journal articles that describe research examining the impact of school counselors and school counseling programs on K-12 student outcomes. The research articles support the value of school counseling for students in the domains of academic development, college and career readiness, and social/emotional development. All of the articles are data-based and drawn from national peer-reviewed journals.

Academic Development

School Counseling and Student Outcomes: Summary Of Six Statewide Studies

Carey, J., & Dimmitt, C. (2012). School counseling and student outcomes: Summary of six statewide studies. *Professional School Counseling, 16* (2), 146-153. doi: 10.5330/PSC.n.2012-16.146

Abstract: This article presents a summary of the six studies featured in this special issue of *Professional School Counseling*. The six statewide research studies presented in this special issue use a variety of designs, instrumentation, and measures. Nevertheless, they can be integrated at the level of results to shed light on some important questions related to effective practice in the field of school counseling. These six studies provide valuable evidence of the relationship between positive student educational outcomes and school counseling program organization, student-to-school-counselor ratios, counselor time use, and specific school counseling activities. Several of these research studies focused on whether student outcomes are influenced by how the school counseling program is organized. These studies clearly indicate that certain school counseling activities create specific and measurable results and that all school counseling activities are not equally impactful for students and for critical school-wide outcomes such as attendance and discipline. With this knowledge comes both a professional imperative and an ethical obligation to increase those activities that best support student success. The primary methodological limitation shared by all six studies is their common correlational research design. The second major limitation of these studies stems from instrumentation issues.

Take-away: A growing body of research indicates comprehensive, data-driven school counseling programs improve a range of student learning and behavioral outcomes.

Comprehensive School Counseling Programs and Student Achievement Outcomes: A Comparative Analysis of RAMP Versus Non-RAMP Schools

Wilkerson, K., Perusse, R., & Hughes, A. (2013). Comprehensive school counseling programs and student achievement outcomes: A comparative analysis of RAMP versus non-RAMP schools. *Professional School Counseling, 16* (3), 172-184. doi: 10.5330/PSC.n.2013-16.172

Abstract: This study compares school-wide Annual Yearly Progress (AYP) results in Indiana schools earning the Recognized ASCA Model Program (RAMP) designation ($n = 75$) with a sample of control schools stratified by level and locale ($n = 226$). K-12 schools earning the RAMP designation in 2007, 2008, and 2009 comprise the experimental group. Findings indicate that school-wide proficiency rates in English/Language Arts and Math are significantly higher in RAMP-designated elementary schools compared to elementary controls. Four-year longitudinal results indicate a significant positive difference between RAMP-designated elementary schools and their controls in Math. Findings provide support for the impact of comprehensive, data-driven, accountable school counseling programs at the elementary level and suggest further research is needed at the middle and secondary levels. This article presents and discusses additional results and implications for practice.

Take-away: There is strong evidence that elementary schools with comprehensive data-driven school counseling programs display higher academic outcomes compared to schools without such programs.

EMPIRICAL RESEARCH STUDIES SUPPORTING THE VALUE OF SCHOOL COUNSELING

Missouri Professional School Counselors: Ratios Matter, Especially in High-Poverty Schools

Lapan, R. T., Gysbers, N. C., Bragg, S., & Pierce, M. E. (2012). Missouri professional school counselors: Ratios matter, especially in high-poverty schools. *Professional School Counseling, 16* (2), 108-116. doi:10.5330/PSC.n.2012-16.108

Abstract: Results link lower student-to-school-counselor ratios to better graduation rates and lower disciplinary incidents across Missouri high schools. An interaction favorable for promoting student success in school was found between increasing percentages of students receiving free or reduced-price lunch and smaller student-to-school-counselor ratios. In high-poverty schools, those schools that met the ASCA criteria of having at least one professional school counselor for every 250 students had better graduation and school attendance rates, and lower disciplinary incidents.

Take-away: *Students who have greater access to school counselors and comprehensive school counseling programs are more likely to succeed academically and behaviorally in school; this is particularly true for students in high-poverty schools.*

The School Counselor's Role in Addressing the Advanced Placement Equity and Excellence Gap for African American Students

Davis, P., Davis, M. P., & Mobley, J. A. (2013). The school counselor's role in addressing the Advanced Placement equity and excellence gap for African American students. *Professional School Counseling, 17* (1), 32-39. doi: 10.5330/PSC.n.2013-17.32

Abstract: This study describes the collaboration among a school counselor, a school counselor intern, an Advanced Placement Psychology teacher, and a counselor educator to improve African American access to Advanced Placement (AP) coursework and increase success on the AP Psychology national examination. The team initiated a process that recruited African American students into AP Psychology and supported them through group and individual counseling to create an achievement-minded cohort that emphasized peer relationships and academic success.

Take-away: *Intentional efforts by school counselors can help reduce the racial disparities in proportions of students taking Advanced Placement courses.*

Closing the Achievement Gap of Latina/Latino Students: A School Counseling Response

Leon, A., Villares, E., Brigman, G., Webb, L., & Peluso, P. (2011). Closing the achievement gap of Latina/Latino students: A school counseling response. *Counseling Outcome Research and Evaluation, 2* (1), 73-86. doi: 10.1177/2150137811400731

Abstract: This article addresses the achievement gap of Latina/Latino students and evaluates the impact of a Spanish culturally translated classroom program, delivered by bilingual/bicultural school counselors in five 45-min lessons and three booster lessons. Latina/o limited English proficient (LEP) students in Grades 4 and 5 from three schools were assigned to treatment ($n = 62$) and comparison ($n = 94$) groups. A quasi-experimental, nonequivalent control group design was used. Significant improvement in reading and math, as measured by standardized tests, were found for students who received the treatment as compared to those who did not. This resulted in a reading and math effect size (ES) of .37.

Take-away: *A school counseling intervention designed to be culturally- and language-appropriate can make a significant difference in reducing the achievement gap with Latina/Latino students with limited English proficiency.*

All Hands On Deck: A Comprehensive, Results-Driven Counseling Model

Salina, C., Girtz, S., Eppinga, J., Martinez, D., Blumer Kilian, D., Lozano, E.,...Shines, T. (2013). All hands on deck: A comprehensive, results-driven counseling model. *Professional School Counseling, 17* (1), 63-75. doi: 10.5330/PSC.n.2014-17.63

Abstract: A graduation rate of 49% alarmed Sunnyside High School in 2009. With graduation rates in the bottom 5% statewide, Sunnyside was awarded a federally funded School Improvement Grant. The "turnaround" principal and the school counselors aligned goals with the ASCA National Model through the program All Hands On Deck (AHOD), based on academic press, social support, and relational trust. In 2012, 78.8% of students graduated. This case study describes student success resulting from the counselor-led program AHOD.

Take-away: *School counselors can be a critical part of school improvement efforts in low-performing schools.*

Bringing Out the Brilliance: A Counseling Intervention for Underachieving Students

Berger, C. (2013). Bringing out the Brilliance: A counseling intervention for underachieving students. *Professional School Counseling, 17* (1), 86-96. doi: 10.5330/PSC.n.2013-17.80

Abstract: This study evaluated the impact of a small group counseling intervention designed for students who underachieve. The results of the study demonstrated significant improvement for ninth- and tenth-grade underachieving students in the areas of organizational skills, time management, and motivation. The author discusses implications and recommendations for school counselors working with underachieving students.

Take-away: *School counselors can effectively assist underachieving students using a small group intervention.*

At-Risk Ninth-Grade Students: A Psychoeducational Group Approach to Increase Study Skills and Grade Point Averages

Kayler, H., & Sherman, J. (2009). At-risk ninth-grade students: A psychoeducational group approach to increase study skills and grade point averages. *Professional School Counseling, 12* (6), 434-439. doi: 10.5330/PSC.n.2010-12.434

Abstract: The purpose of this article is to describe a large-scale psychoeducational study skills group for ninth-grade students whose academic performance is in the bottom 50 percent of their class. The ASCA National Model® (American School Counselor Association, 2005) was used as a framework for development, delivery, and evaluation. The authors found that a small-group counseling intervention strengthened studying behaviors as measured by pretest-posttest design. Additional results include promoting school counselor visibility and increasing and improving school counselor relationships with students, parents, and other stakeholders.

Take-away: *Targeted efforts by school counselors can improve students' learning behaviors, including study skills, time usage, and persistence.*

Closing The Gap: A Group Counseling Approach to Improve Test Performance of African-American Students

Bruce, A. M., Getch, Y. Q., & Ziomek-Daigle, J. (2009). Closing the gap: A group counseling approach to improve test performance of African-American students. *Professional School Counseling, 12* (6), 450-457. doi:10.5330/PSC.n.2010-12.450

Abstract: This article evaluated the impact of a group counseling intervention on African-American students' achievement rates during the spring administration of high-stakes testing at a rural high school in Georgia. Eighty percent of eligible students who participated in the intervention received passing scores on the four sections tested during the spring administration of the Georgia High School Graduation Tests (GHSGT), and all participating students received passing scores on the English Language Arts and Math sections of the GHSGT. Additionally, the achievement gap between African-American students and White students on the Enhanced Math narrowed during the 2007-2008 testing period, with 63.2% of African-American students achieving pass rates as compared to 70.5% of White students. The pass rate increased from the 38.7% pass rate among African-American students from the previous school year, indicating that the intervention was successful in improving pass rates on high-stakes testing. Implications for professional school counselors include utilizing the practice of group counseling and disaggregating data to promote achievement among underachieving student subsets.

Take-away: *School counselors can impact the achievement gap by examining school-wide data and using the data to deliver an effective group intervention.*

Student Success Skills: An Evidence-Based School Counseling Program Grounded in Humanistic Theory

Villares, E., Lemberger, M., Brigman, G., & Webb, L. (2011). Student Success Skills: An evidence-based school counseling program grounded in humanistic theory. *Journal of Humanistic Counseling, 50*, 42-55. doi: 10.1002/j.2161-1939.2011.tb00105.x

Abstract: The Student Success Skills program is an evidence-based, counselor-led intervention founded on a variety of humanistic principles. Five studies and a recent meta-analysis provide evidence that integrating human potential practices into the school by teaching students foundational learning skills strengthens the link between school counseling interventions and student achievement.

Take-away: *The Student Success Skills program results in substantial student gains in reading and math; school counselors can use this evidence-based program to improve students' achievement.*

College and Career Readiness

School Counselors As Social Capital: The Effects of High School College Counseling on College Application Rates

Bryan, J., Moore-Thomas, C., Day-Vines, N. L., & Holcomb-McCoy, C. (2011). School counselors as social capital: The effects of high school college counseling on college application rates. *Journal of Counseling and Development, 89* (2), 190-199. doi: 10.1002/j.1556-6678.2011.tb00077.x

Abstract: Using social capital theory as a framework, the authors examined data from the Educational Longitudinal Study of 2002 (Ingels, Pratt, Rogers, Siegel, & Stutts, 2004) to investigate how student contact with high school counselors about college information and other college-related variables influence students' college application rates. In addition to some college-related variables, the number of school counselors and student contacts were significant predictors of college application rates. Implications for school counselors and counselor training are included.

Take-away: *College counseling, as provided by school counselors, matters: high school students who saw their school counselor for college information were more likely to apply for college.*

EMPIRICAL RESEARCH STUDIES SUPPORTING THE VALUE OF SCHOOL COUNSELING

Estimating Causal Impacts of School Counselors with Regression Discontinuity Designs

Hurwitz, M., & Howell, J. (2014). Estimating causal impacts of school counselors with regression discontinuity designs. *Journal of Counseling & Development*, 92 (3), 316-327. doi: 10.1002/j.1556-6667.2014.00159.x

Abstract: This article presents a causal regression discontinuity framework for quantifying the impact of high school counselors on students' education outcomes. To demonstrate this method, the authors used data from the National Center for Education Statistics' Schools and Staffing Survey (SASS). Using high school counselor staffing counts and 4-year college-going rates collected through the SASS, the authors found that an additional high school counselor is predicted to induce a 10 percentage point increase in 4-year college enrollment.

Take-away: *Increasing the number of high school counselors in schools enhances the likelihood that students go on to enroll in college.*

Connecticut Professional School Counselors: College and Career Counseling Services and Smaller Ratios Benefit Students

Lapan, R. T., Whitcomb, S. A., & Aleman, N. M. (2012). Connecticut professional school counselors: College and career counseling services and smaller ratios benefit students. *Professional School Counseling*, 16 (2), 117-124. doi: 10.5330/PSC.n.2012-16.124

Abstract: Results connect the implementation of the college and career counseling components of a comprehensive school counseling program and lower student-to-school-counselor ratios to a reduction in suspension rates and disciplinary incidents for Connecticut high school students. Principal ratings of college and career counseling services provided in their school extended benefits for students to include better attendance and graduation rates, as well as lower disciplinary incidents and suspension rates. This article highlights the importance of college and career counseling services and smaller ratios for promoting student success.

Take-away: *High school students who have more access to school counselors (i.e., lower student-school counselor ratios) and related college and career counseling services are more likely to graduate and less likely to have behavioral problems.*

Counseling and College Matriculation: Does the Availability of Counseling Affect College-Going Decisions Among Highly Qualified First-Generation College-Bound High School Graduates?

Pham, C., & Keenan, T. (2011). Counseling and college matriculation: Does the availability of counseling affect college-

going decisions among highly qualified first-generation college-bound high school graduates? *Journal of Applied Economics and Business Research*, 1 (1), 12-24.

Abstract: This study examined a unique angle of the relationship between high school counseling and college matriculation by investigating the association between the availability of counseling services to first-generation students and the odds of a highly qualified student not enrolling in a four year college (referred to as a mismatch between qualifications and college attended). A sample of 1,305 highly qualified students from a large urban district in the United States was analyzed. The study found that the student-counselor ratio does not predict the odds of a highly qualified student not going to a four year college, but the first-generation student-counselor ratio does. A one percent decrease in the first-generation student-counselor ratio was associated with a 0.4 percent decrease in the odds that a highly qualified student missed the opportunity to attend a four year college. This study could help districts and administrators target the limited counseling services available currently in many urban school districts to first-generation students in order to increase the college-going rate of these students.

Take-away: *Highly qualified first-generation students are more likely to enroll in four year colleges if they have greater access to high school counselors (i.e., lower student-school counselor ratios).*

Who Sees the School Counselor for College Information?

Bryan, J., Holcomb-McCoy, C., Moore-Thomas, C., & Day-Vines, N. L. (2009). Who sees the school counselor for college information? *Professional School Counseling*, 12 (4), 280-291. doi: 10.5330/PSC.n.2010-12.280

Abstract: Using the 2002 Educational Longitudinal Study database, a national survey conducted by the National Center of Education Statistics, the authors investigated the characteristics of students who seek out professional school counselors in order to receive college information. Results indicated that African Americans and female students were more likely to contact the school counselor for college information. In addition, students in high-poverty, large schools and schools with smaller numbers of counselors were less likely to seek school counselors for college information. School counselors' postsecondary aspirations for students also impacted students' contact with the school counselor. Implications for school counselors and future research are included.

Take-away: *Students in schools with fewer school counselors (i.e., large student-to-school counselor ratios) are less likely to see the school counselor for college information.*

School Counselors Supporting African Immigrant Students' Career Development: A Case Study

Watkinson, J. S., & Hersi, A. A. (2014). School counselors supporting African immigrant students' career development: A case study. *The Career Development Quarterly*, 62, 44-55. doi: 10.1002/j.2161-0045.2014.00069.x

Abstract: School counselors play a critical role in preparing adolescent immigrant students to be college and career ready by attending to the complex variables that promote and inhibit career development. This article provides an illustrative case study of a Somali immigrant student's educational journey to highlight the academic and familial challenges that she encountered while attending U.S. schools. Through this case study, the authors discuss the issues immigrant high school students experience and present culturally responsive practices that school counselors can use to address career development. These culturally responsive practices include developing a strong knowledge of students' backgrounds and cultures, designing small group interventions that are timely and sensitive to immigrant students' needs, and strengthening school-family partnerships.

Take-away: School counselors can provide critical support and information to foster the career development needs of immigrant students.

Providing College Readiness Counseling for Students with Autism Spectrum Disorders: A Delphi Study to Guide School Counselors

Krell, M., & Perusse, R. (2012). Providing college readiness counseling for students with autism spectrum disorders: A Delphi study to guide school counselors. *Professional School Counseling*, 16 (1), 29-39. doi: 10.5330/PSC.n.2012-16.29

Abstract: This study used the Delphi method to examine school counselors' roles for providing equitable college readiness counseling for students with autism spectrum disorders (ASD). Participants included an expert panel of 19 individuals with experience and knowledge in postsecondary transition for students with ASD.

Expert participants identified 29 tasks of school counselors for providing equitable college readiness counseling to students with ASD, such as encourage student involvement in the transition planning process, collaborate with parents, and conduct workshops for students with ASD and their parents about college transition. This article provides practical implications and recommendations based on the study results.

Take-away: Strategies exist to help school counselors prepare student with autism spectrum disorders for college.

Transitioning Hispanic Seniors from High School to College

Marsico, M., & Getch, Y. Q. (2009). Transitioning Hispanic seniors from high school to college. *Professional School Counseling*, 12 (6), 458-462. doi: 10.5330/PSC.n.2010-12.458

Abstract: Hispanic seniors who were on track to graduate in May 2006 were invited to participate in a program to help them make a successful transition from high school to college. Data indicated that this group might benefit from direct assistance in the college application process. The goal of the intervention was to work with the identified students during the fall semester and to increase the number of Hispanic students who applied to college. The program was evaluated by comparing the number of Hispanic students who applied to college by May 1, 2005, to those Hispanic seniors who applied to college by May 1, 2006. There was a 5% increase in the number of Hispanic seniors who applied to college by May 1, 2006, compared to May 1, 2005. Additionally, there was a 16% increase in Hispanic students who applied to a college by January 2006 compared to the previous year.

Take-away: Intentional efforts from school counselors can increase the numbers of Hispanic students who apply for college.

Identifying Exemplary School Counseling Practices in Nationally Recognized High Schools

Militello, M., Carey, J., Dimmitt, C., Lee, V., & Schweid, J. (2009). Identifying exemplary school counseling practices in nationally recognized high schools. *Journal of School Counseling*, 7 (13), 1-26. Retrieved from <http://www.jsc.montana.edu/articles/v7n13.pdf>

Abstract: The National Center for School Counseling Outcome Research (CSCOR) at the University of Massachusetts-Amherst studied exemplary practices of 18 high schools that received recognition for college preparation and placement in 2004 and 2005. Through interviews with key personnel at each of the high schools, the researchers generated a set of ten domains that characterize the work of the school counselor that seem to be related to improved student enrollment in post-secondary institutions.

Take-away: School counselors play an important leadership role in high schools with excellent college preparation and placement records.

Social-Emotional Development

Comprehensive School Counseling in Rhode Island: Access to Services and Student Outcomes

Dimmitt, C., & Wilkerson, B. (2012). Comprehensive school counseling in Rhode Island: Access to services and student outcomes. *Professional School Counseling, 16* (2), 125-135. doi: 10.5330/PSC.n.2012-16.125

Abstract: This study explored relationships among school counseling practices, secondary school demographics, and student outcomes in the state of Rhode Island during a 2-year period. The results showed strong and consistent correlations between increased amounts of school counseling services and positive student outcomes. Schools with higher percentages of students eligible for free or reduced-price lunch status and with higher percentages of minority students provided fewer comprehensive counseling services for their students.

Take-away: *The presence of comprehensive school counseling programs is linked to an array of positive student outcomes ranging from better attendance to a stronger sense of connection to school.*

Outcomes of a School-Wide Positive Behavioral Support Program

Curtis, R., Van Horne, J. W., Robertson, P., & Karvonen, M. (2010). Outcomes of a school-wide positive behavioral support program. *Professional School Counseling, 13* (3), 159-164. doi: 10.5330/PSC.n.2010-13.159

Abstract: School-wide positive behavioral support (SWPBS) programs are becoming an increasingly popular and effective way to reduce behavioral disruptions in schools. Results from a 4-year study examining the effects of an SWPBS program in a public elementary school indicated significant reductions in percentages of behavioral referrals, suspensions, and instructional days lost, but the effect sizes were small. Implications for school counselors and future research are discussed.

Take-away: *Research supports the value of school-wide positive behavioral support programs in improving the behavior of students; school counselors can play an important role in the success of these programs.*

Becoming Partners: A School-Based Group Intervention for Families of Young Children Who Are Disruptive

Amatea, E. S., Thompson, I. A., Rankin-Clemons, L., & Ettinger, M. L. (2010). Becoming partners: A school-based group intervention for families of young children who are disruptive. *Journal of School Counseling, 8*(36). Retrieved from <http://www.jsc.montana.edu/articles/v8n36.pdf>

Abstract: A multiple family discussion group program was implemented and evaluated by school counselors working with families of young children referred by their teachers for aggression and attention problems. The logic guiding construction of the program and the program's unique aspects are described. Outcome data revealed that the program was effective in reducing the children's hyperactive, defiant, and aggressive behavior and improving the parents' management skills. The advantages of school counselors conducting this program are discussed.

Take-away: *A family focused group intervention can be implemented by school counselors to decrease school behavior problems among young children.*

RECOGNIZE: A Social Norms Campaign to Reduce Rumor Spreading in a Junior High School

Cross, J. E., & Peisner, W. (2009). RECOGNIZE: A social norms campaign to reduce rumor spreading in a junior high school. *Professional School Counseling, 12* (5), 365-377. doi: 10.5330/PSC.n.2010-12.365

Abstract: This article studied changes in rumor spreading and perceptions of peers' rumor spreading among students at one public junior high school following a social norms marketing campaign. Results of the study show that perceptions of peer rumor spreading fell following the campaign, but self-reports of rumor spreading did not decrease. Results suggest that a social norms marketing campaign conducted by a professional school counselor and delivered to students in a junior high can reduce misperceptions of negative social behaviors.

Take-away: *Through intentional efforts, school counselors can positively influence the social norms that fuel destructive rumor spreading by junior high students.*

A High School Counselor's Leadership in Providing School-Wide Screenings for Depression and Enhancing Suicide Awareness

Erickson, A., & Abel, N. R. (2013). A high school counselor's leadership in providing school-wide screenings for depression and enhancing suicide awareness. *Professional School Counseling, 16* (5), 283-289. doi: 10.5330/psc.n.2013-16.283

Abstract: The prevalence of mental health issues and suicidal thoughts and actions among school-aged children and adolescents is a serious issue. This article examines the scope of the problem nationwide and provides a brief overview of the literature regarding the effectiveness of school-wide screening programs for depression and suicide risk. The authors describe a suicide prevention program that has been implemented by the first author (a high school counselor in Minnesota) that combines classroom guidance, screening,

EMPIRICAL RESEARCH STUDIES SUPPORTING THE VALUE OF SCHOOL COUNSELING

and referrals for outside mental health services. This article includes recommendations for school counselors interested in implementing a school-wide screening and prevention program.

Take-away: *School counselors can provide leadership in the early identification and prevention of high school students with depression and suicidal thoughts.*

Use of Group Counseling to Address Ethnic Identity Development: Application With Adolescents of Mexican Descent

Malott, K. M., Paone, T. R., Humphreys, K., & Martinez, T. (2010). Use of group counseling to address ethnic identity development: Application with adolescents of Mexican descent. *Professional School Counseling, 13* (5), 257-267. doi: 10.5330/PSC.n.2010-13.257

Abstract: This article provides qualitative outcomes from a group counseling intervention whose goal was to facilitate the ethnic identity development of Mexican-origin youth. Outcomes revealed that participants perceived group participation as meaningful. Themes that emerged from the data included the importance of the relationship to engender change, growth in several aspects of ethnic identity (knowledge of culture, traits, and ethnic pride), and increased relational skills.

Take-away: *School counselors can assist students of Mexican descent in building relationships in school and becoming more comfortable with their ethnic identity.*

Steen, S. (2009). Group counseling for African American elementary students: An exploratory study. *Journal for Specialists in Group Work, 34* (2), 101-117. doi: 10.1080/01933920902791929

Abstract: This article describes a group counseling intervention promoting academic achievement and ethnic identity development for twenty fifth grade African American elementary students. The Multigroup Ethnic Identity Measure (MEIM) scores of students participating in the treatment group improved significantly over those in the control group. Implications for school counselors and suggestions for future research are discussed.

Take-away: *Preliminary evidence indicates school counselors can use a culturally-sensitive group intervention to enhance the ethnic identity of African American elementary school boys.*

Multiple Impacts

Reback, R. (2010). Schools' mental health services and young children's emotions, behavior, and learning. *Journal of Policy Analysis and Management, 29* (4), 698-727. doi: 10.1002/pam

Abstract: Recent empirical research has found that children's noncognitive skills play a critical role in their own success, young children's behavioral and psychological disorders can severely harm their future outcomes, and disruptive students harm the behavior and learning of their classmates. Yet relatively little is known about widescale interventions designed to improve children's behavior and mental health. This is the first nationally representative study of the provision, financing, and impact of school-site mental health services for young children. Elementary school counselors are school employees who provide mental health services to all types of students, typically meeting with students one-on-one or in small groups. Given counselors' nonrandom assignment to schools, it is particularly challenging to estimate the impact of these counselors on student outcomes. First, cross-state differences in policies provide descriptive evidence that students in states with more aggressive elementary counseling policies make greater test score gains and are less likely to report internalizing or externalizing problem behaviors compared to students with similar observed characteristics in similar schools in other states. Next, difference-in-differences estimates exploiting both the timing and the targeted grade levels of states' counseling policy changes provide evidence that elementary counselors substantially influence teachers' perceptions of school climate. The adoption of state-funded counselor subsidies or minimum counselor-student ratios reduces the fraction of teachers reporting that their instruction suffers due to student misbehavior and reduces the fractions reporting problems with students physically fighting each other, cutting class, stealing, or using drugs. These findings imply that there may be substantial public and private benefits derived from providing additional elementary school counselors.

Take-away: *Multiple sources of evidence indicate that expanding school counseling services in elementary schools is associated with improvements in student learning, behavior, and mental health.*

Are School Counselors an Effective Educational Input?

Carrell, S. E., & Hoekstra, M. (2014). Are school counselors an effective educational input? *Economic Letters, 125*, 66-69. doi: 10.1016/j.econlet.2014.07.020

Abstract: We exploit within-school variation in counselors and find that one additional counselor reduces student misbehavior and increases boys' academic achievement by over one percentile point. These effects compare favorably with those of increased teacher quality and smaller class sizes.

EMPIRICAL RESEARCH STUDIES SUPPORTING THE VALUE OF SCHOOL COUNSELING

Take-away: *Stronger presence of school counselors in elementary schools reduces misbehavior and significantly improves boys' academic achievement.*

Carey, J., Harrington, K., Marin, I., & Hoffman, D. (2012). A state-wide evaluation of the outcomes of the implementation of ASCA National Model school counseling programs in rural and suburban Nebraska high schools. *Professional School Counseling, 16* (2), 100-107. doi: 10.5330/psc.n.2012-16.100

Abstract: A statewide evaluation of school counseling programs in rural and suburban Nebraska high schools investigated which features of the ASCA National Model were related to student educational outcomes. The authors used hierarchical linear regression and Pearson correlations to explore relationships between program characteristics and student outcomes. Analyses suggested that school counseling program features accounted for statistically significant portions of the variance in a number of important student outcomes. These findings provide support for previous studies linking benefits to students with the more complete implementation of a comprehensive developmental guidance program. Implementing features of the ASCA National Model was associated with improved student outcomes.

Take-away: *Fully implemented comprehensive school counseling programs with favorable student-to-school counselor ratios are associated with a range of positive student educational and behavioral outcomes.*

School Counseling Outcome: A Meta-Analytic Examination of Interventions

Whiston, S. C., Tai, W. L., Rahardja, D., & Eder, K. (2011). School counseling outcome: A meta-analytic examination of interventions. *Journal of Counseling and Development, 89* (1), 37-55. doi: 10.1002/j.1556-6678.2011.tb00059.x

Abstract: The effectiveness of school counseling interventions is important in this era of evidence-based practices. In this study, Meta-Analysis 1 involved treatment-control comparisons and Meta-Analysis 2 involved pretest-posttest differences. The overall average weighted effect size for school counseling interventions was .30. The study examined whether pertinent moderator variables influenced effect sizes. The pretest-posttest effect size was not significant, so moderator analyses were conducted on treatment-control comparisons. Analyses of moderator variables indicated school counseling program activities or interventions varied in effectiveness.

Take-away: *In general, school counseling interventions have a positive effect on students, though more research is needed and not all interventions appear to be equally effective.*

Review of School Counseling Outcome Research

Whiston, S. C., & Quinby, R. F. (2009). Review of school counseling outcome research. *Psychology in the Schools, 46* (3), 267-272. doi: 10.1002/pits.20372

Abstract: This article is somewhat unique in this special issue as it focuses on the effectiveness of an array of school counseling interventions and not solely on individual and group counseling. In summarizing the school counseling outcome literature, the authors found that students who participated in school counseling interventions tended to score on various outcome measures about a third of a standard deviation above those who did not receive the interventions. School counseling interventions produced quite large effect sizes in the areas of discipline, problem solving, and increasing career knowledge. The effect sizes were smaller, but significant, related to school counseling interventions' impact on academic achievement. Surprisingly little school counseling research was found related to individual counseling. Concerning guidance curriculum, small groups were more effective than interventions that involved entire classrooms. Furthermore, outcome research reflects that group counseling can be effective with students who are experiencing problems and difficulties.

Take-away: *Research supports the value of a range of interventions delivered by school counselors, with particular value associated with group counseling interventions.*

Maximizing School Counselors' Efforts By Implementing School-Wide Positive Behavioral Interventions and Supports: A Case Study from the Field

Goodman-Scott, E. (2013). Maximizing school counselors' efforts by implementing school-wide positive behavioral interventions and supports: A case study from the field. *Professional School Counseling, 17* (1), 111-119.

Abstract: School-Wide Positive Behavioral Interventions and Supports (PBIS) are school-wide, data-driven frameworks for promoting safe schools and student learning. This article explains PBIS and provides practical examples of PBIS implementation by describing a school counselor-run PBIS framework in one elementary school, as part of a larger, district-wide initiative. The author discusses implications for school counselors, including maximizing school counselors' efforts to best serve every student by integrating PBIS into existing school counseling programs.

Take-away: *School counselors can positively impact student learning and behavior in elementary schools by taking key roles in school-wide behavior support systems.*

EMPIRICAL RESEARCH STUDIES SUPPORTING THE VALUE OF SCHOOL COUNSELING

The Achieving Success Everyday Group Counseling Model: Fostering Resiliency in Middle School Students

Rose, J., & Steen, S. (2014). The Achieving Success Everyday group counseling model: Fostering resiliency in middle school students. *Professional School Counseling*, 18 (1), 28-37.

Abstract: This article discusses a group counseling intervention used to develop and foster resiliency in middle school students by implementing the Achieving Success Everyday (ASE) group counseling model. The authors aimed to discover what impact this group counseling intervention, which focused on resiliency characteristics, would have on students' academic and personal-social success. To evaluate this, the authors used both qualitative and quantitative data. The results showed that some students achieved an increase in their GPA and personal-social functioning following the intervention. The article presents implications for practice and ideas for future research.

Take-away: *School counselors can use a research-supported group counseling model to improve the academic and social functioning of middle school students.*

The Achieving Success Everyday Group Counseling Model: Implications for Professional School Counselors

Steen, S., Henfield, M. S., & Booker, B. (2014). The Achieving Success Everyday group counseling model: Implications for professional school counselors. *Journal for Specialists in Group Work*, 39 (1), 29-46. doi: 10.1080/01933922.2013.861886

Abstract: This article presents the Achieving Success Everyday (ASE) group counseling model, which is designed to help school counselors integrate students' academic and personal-

social development into their group work. We first describe this group model in detail and then offer one case example of a middle school counselor using the ASE model to conduct a group counseling intervention in a school setting. Finally, implications for school counselors are presented.

Take-away: *The ASE group counseling model has been well-supported by research and can be used by school counselors to improve the academic and personal-social outcomes of K-12 students.*

The Brotherhood: Empowering Adolescent African-American Males Toward Excellence

Wyatt, S. (2009). The Brotherhood: Empowering adolescent African-American males toward excellence. *Professional School Counseling*, 12 (6), 463-470. doi: 10.5330/PSC.n.2010-12.463

Abstract: A review of the literature reveals that African-American males do not achieve at the same academic levels as their White counterparts. This article reports the effectiveness of a school-based male mentoring program established by a professional school counselor in an urban high school that formed a relationship of support for male students enhancing academic achievement. The program incorporates the principles of the ASCA National Model®, empowerment theory, and Nguzo Saba. Results indicate that participation in a mentoring program can improve student academic achievement and foster personal and social growth and aspirations of success.

Take-away: *School counselors can develop themed counseling and mentoring groups to improve outcomes for students from marginalized groups.*

**STATE DEPARTMENT OF EDUCATION
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The Effectiveness of Comprehensive School Counseling Programs in Missouri

Empirical research conducted in the state of Missouri since the 1990's has shown that when certified, school counselors have the time, the resources, and the structure of a comprehensive school counseling program to work in, they contribute to positive student academic and career development as well as the development of positive and safe learning climates in schools.

Students (22,964) in 236 small, medium, and large high schools in Missouri with more fully-implemented counseling programs as judged by school counselors reported that:

- they had earned higher grades
- their education better prepared them for the future
- their schools had a more positive climate

Lapan, R.T., Gysbers, N.C. & Sun, Y. (1997). [**The impact of more fully implemented guidance programs on the school experiences of high school students: A statewide evaluation study.**](#) *Journal of Counseling & Development*, 75, 292-302.

When middle school classroom teachers in Missouri (4,868) in 184 small, medium, and large middle schools rated counseling programs in their schools as more fully implemented, seventh graders (22,601) in these schools reported that:

- they earned higher grades
- school was more relevant for them
- they had positive relationships with teachers
- they were more satisfied with their education
- they felt safer in school

Lapan, R.T., Gysbers, N.C. & Petroski, G. (2001). [**Helping seventh graders be safe and academically successful: A statewide study of the impact of comprehensive guidance programs\(link is external\).**](#) *Journal of Counseling & Development*, 79, 320-330.

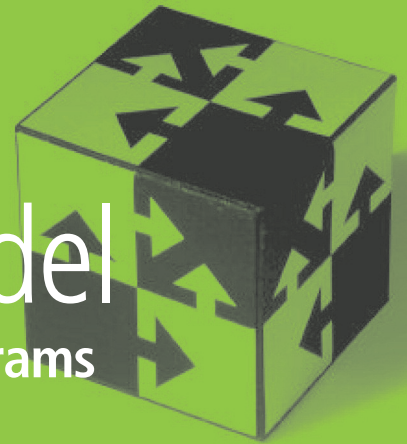
When school counselors in Missouri work in schools that have more fully implemented school counseling programs, they make significant contributions to overall student success including student academic achievement.

- Students had higher 10th-grade MAP mathematics scores.
- Students had higher 11th-grade MAP communication arts scores.
- More students are likely to attend school.
- Fewer students have discipline problems.
- Fewer students receive out-of-school suspensions.

Lapan, R.T., Gysbers, N.C. & Kayson, M. (2006). [**The relationship between the implementation of the Missouri Comprehensive Guidance Program and student academic achievement.**](#) Columbia, MO: University of Missouri.

ASCA National Model

A Framework For School Counseling Programs



Executive Summary

School counselors design and deliver comprehensive school counseling programs that promote student achievement. These programs are comprehensive in scope, preventive in design and developmental in nature. “The ASCA National Model: A Framework for School Counseling Programs” outlines the components of a comprehensive school counseling program. The ASCA National Model brings school counselors together with one vision and one voice, which creates unity and focus toward improving student achievement.

A comprehensive school counseling program is an integral component of the school’s academic mission. Comprehensive school counseling programs, driven by student data and based on standards in academic, career and personal/social development, promote and enhance the learning process for all students. The ASCA National Model:

- ensures equitable access to a rigorous education for all students
- identifies the knowledge and skills all students will acquire as a result of the K-12 comprehensive school counseling program
- is delivered to all students in a systematic fashion

- is based on data-driven decision making
- is provided by a state-credentialed school counselor

Effective school counseling programs are a collaborative effort between the school counselor, parents and other educators to create an environment that promotes student achievement. Staff and school counselors value and respond to the diversity and individual differences in our societies and communities. Comprehensive school counseling programs ensure equitable access to opportunities and rigorous curriculum for all students to participate fully in the educational process.

School counselors focus their skills, time and energy on direct and indirect services to students. To achieve maximum program effectiveness, the American School Counselor Association recommends a school counselor to student ratio of 1:250 and that school counselors spend 80 percent or more of their time in direct and indirect services to students. School counselors participate as members of the educational team and use the skills of leadership, advocacy and collaboration to promote systemic change as appropriate. The framework of a comprehensive school counseling program consists of four components: foundation, management, delivery and accountability.

FOUNDATION

School counselors create comprehensive school counseling programs that focus on student outcomes, teach student competencies and are delivered with identified professional competencies.

Program Focus: To establish program focus, school counselors identify personal beliefs that address how all students benefit from the school counseling program. Building on these beliefs, school counselors create a vision statement defining what the future will look like in terms of student outcomes. In addition, school counselors create a mission statement aligned with their school's mission and develop program goals defining how the vision and mission will be measured.

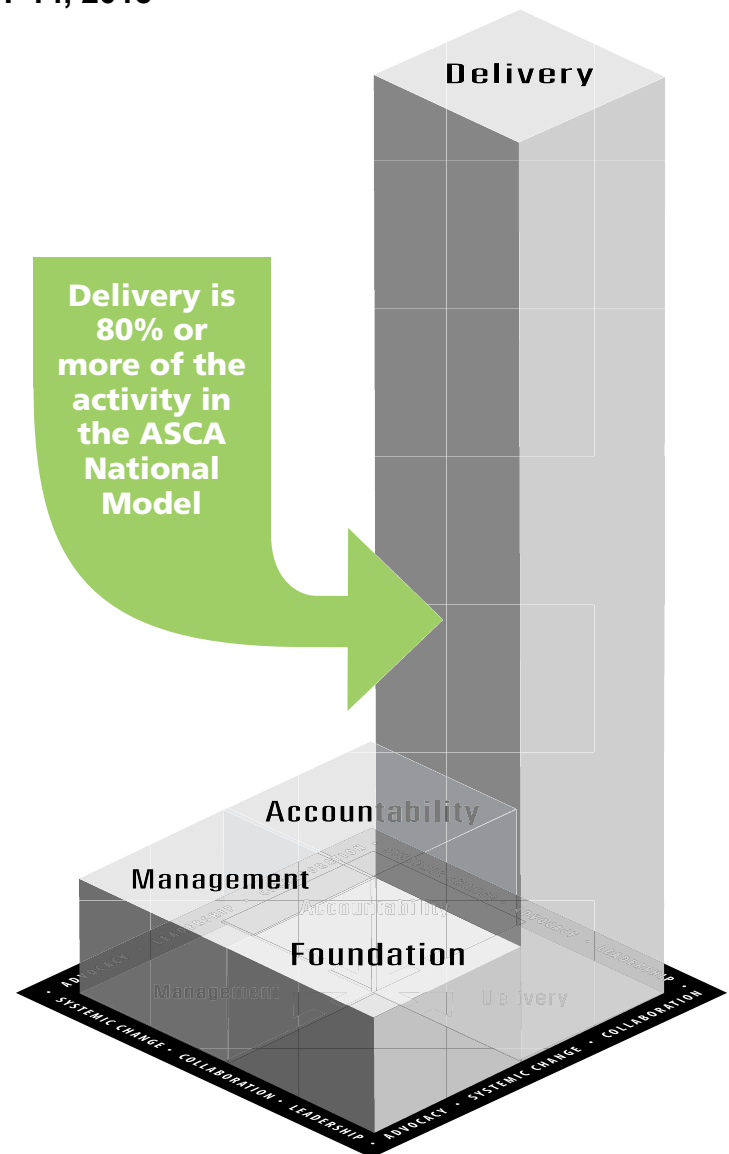
Student Competencies: Enhancing the learning process for all students, the ASCA Mindsets & Behaviors for Student Success: K-12 College- and Career-Readiness for Every Student guide the development of effective school counseling programs around three domains: academic, career and social/emotional development. School counselors also consider how other student standards important to state and district initiatives complement and inform their school counseling program.

Professional Competencies: The ASCA School Counselor Competencies outline the knowledge, attitudes and skills that ensure school counselors are equipped to meet the rigorous demands of the profession. The ASCA Ethical Standards for School Counselors specify the principles of ethical behavior necessary to maintain the highest standard of integrity, leadership and professionalism. They guide school counselors' decision-making and help to standardize professional practice to protect both students and school counselors.

MANAGEMENT

School counselors incorporate organizational assessments and tools that are concrete, clearly delineated and reflective of the school's needs. Assessments and tools include:

- **School counselor competency and school counseling program assessments** to self-evaluate areas of strength and improvement for individual skills and program activities
- **Use-of-time assessment** to determine the amount of time spent toward the recommended 80 percent



or more of the school counselor's time to direct and indirect services with students

- **Annual agreements** developed with and approved by administrators at the beginning of the school year addressing how the school counseling program is organized and what goals will be accomplished
- **Advisory councils** made up of students, parents, teachers, school counselors, administrators and community members to review and make recommendations about school counseling program activities and results
- **Use of data** to measure the results of the program as well as to promote systemic change within the school system so every student graduates college- and career-ready
- **Curriculum, small-group and closing-the-gap action plans** including developmental, prevention and intervention activities and services that measure the desired student competencies and the impact on achievement, behavior and attendance

APPROPRIATE ACTIVITIES FOR SCHOOL COUNSELORS

- individual student academic program planning
- interpreting cognitive, aptitude and achievement tests
- providing counseling to students who are tardy or absent
- providing counseling to students who have disciplinary problems
- providing counseling to students as to appropriate school dress
- collaborating with teachers to present school counseling core curriculum lessons
- analyzing grade-point averages in relationship to achievement
- interpreting student records
- providing teachers with suggestions for effective classroom management
- ensuring student records are maintained as per state and federal regulations
- helping the school principal identify and resolve student issues, needs and problems
- providing individual and small-group counseling services to students
- advocating for students at individual education plan meetings, student study teams and school attendance review boards
- analyzing disaggregated data

INAPPROPRIATE ACTIVITIES FOR SCHOOL COUNSELORS

- coordinating paperwork and data entry of all new students
- coordinating cognitive, aptitude and achievement testing programs
- signing excuses for students who are tardy or absent
- performing disciplinary actions or assigning discipline consequences
- sending students home who are not appropriately dressed
- teaching classes when teachers are absent
- computing grade-point averages
- maintaining student records
- supervising classrooms or common areas
- keeping clerical records
- assisting with duties in the principal's office
- providing therapy or long-term counseling in schools to address psychological disorders
- coordinating schoolwide individual education plans, student study teams and school attendance review boards
- serving as a data entry clerk

- **Annual and weekly calendars** to keep students, parents, teachers and administrators informed and to encourage active participation in the school counseling program

DELIVERY

School counselors provide services to students, parents, school staff and the community in the following areas:

Direct Student Services

Direct services are in-person interactions between school counselors and students and include the following:

- **School counseling core curriculum:** This curriculum consists of structured lessons designed to help students attain the desired competencies and to provide all students with the knowledge, attitudes and skills appropriate for their developmental level. The school counseling core curriculum is delivered

throughout the school's overall curriculum and is systematically presented by school counselors in collaboration with other professional educators in K-12 classroom and group activities.

- **Individual student planning:** School counselors coordinate ongoing systemic activities designed to assist students in establishing personal goals and developing future plans.
- **Responsive services:** Responsive services are activities designed to meet students' immediate needs and concerns. Responsive services may include counseling in individual or small-group settings or crisis response.

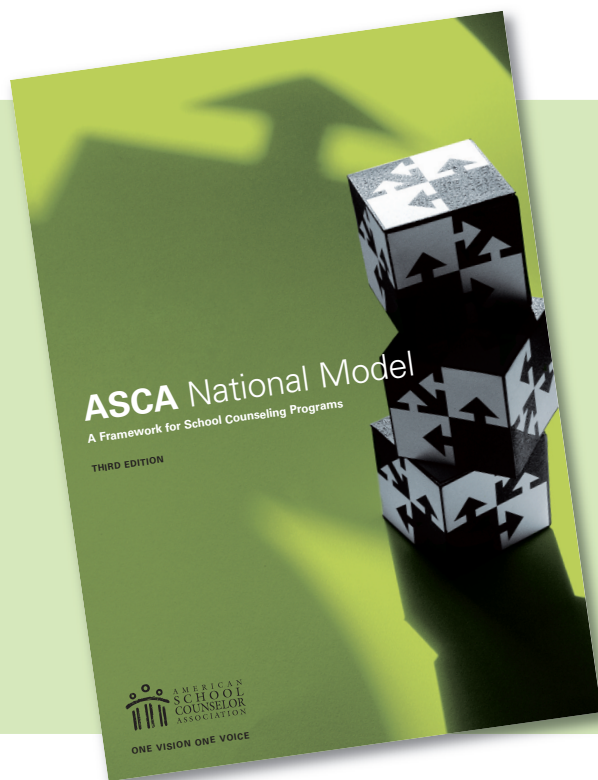
Indirect Student Services

Indirect services are provided on behalf of students as a result of the school counselors' interactions with others including referrals for additional assistance, consulta-

tion and collaboration with parents, teachers, other educators and community organizations.

ACCOUNTABILITY

To demonstrate the effectiveness of the school counseling program in measurable terms, school counselors analyze school and school counseling program data to determine how students are different as a result of the school counseling program. School counselors use data to show the impact of the school counseling program on student achievement, attendance and behavior and analyze school counseling program assessments to guide future action and improve future results for all students. The performance of the school counselor is evaluated on basic standards of practice expected of school counselors implementing a comprehensive school counseling program.



ORDERING INFORMATION

“The ASCA National Model: A Framework for School Counseling Programs (third edition)” is \$34.95 for ASCA members or \$44.95 for nonmembers. Bulk pricing of \$29.95 is available for 10 copies or more. Order no. 289325.

Four easy ways to order:

Online: www.schoolcounselor.org

Phone: (800) 401-2404

Fax: (703) 661-1501

Mail: ASCA Publications,
P.O. Box 960, Herndon, VA 20172





2016 Idaho School Counselor Survey Report

Parents, the press, administrators and the general public often wonder just what it is that school counselors do on a daily basis. Gone are the days of school counselors sitting in their office simply handing out college applications, making schedule changes for students or meeting with the troublemakers in the school. Today's school counselors help all students in the areas of academic achievement, personal/social development, and career development, ensuring today's students become the productive, well-adjusted adults of tomorrow.

-ASCA 2016 Excerpt

School Counselor Concerns:

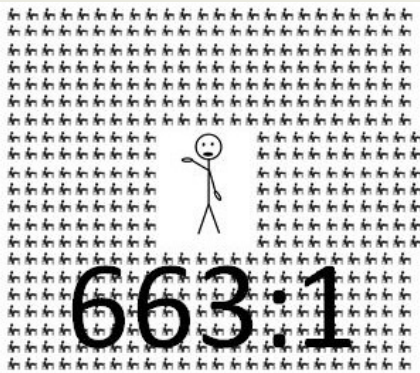
Misperception of the school counselor role:

Counselors report a sharp increase in clerical duties, testing coordination and administration, scheduling and administrative duties, all of which take valuable time.

Lack of access to community resources: Especially in rural areas, there are no mental health, drug/alcohol, or family counseling services to refer families to for extra support.

An increase in mental health and behavioral issues: Counselors report an increase in crisis management situations (such as suicidal students) which leave little time for meeting the academic, personal/social, and career needs of ALL students.

Lack of compensation commensurate with educational training: Although a 60 credit Master's Degree is a requirement for the job, most school counselors are paid on the teacher salary scale. School counselors start out with more training, often serve in administrative roles, and deal with highly sensitive issues.



Student to school counselor ratio:

Idaho's ratio of 663 students per counselor is too high. Only 6 other states have a higher ratio. The American School Counselor Association recommends a ratio of 250:1. (ASCA, 2016)

ISCA supports SB 1290 for College and Career Counseling and also supports the continued funding and inclusion of school counselors on the Career Ladder.

Idaho School Counselors work with students at every educational level: Elementary, Middle, High School, and on to College.

What counselors feel is working well:

District, Staff and Admin support	32%
Individual and Group Counseling	17%
Career Counseling	13%
Collaboration Between Counselors, Teachers, and Administration	27%
Classroom Lessons	11%

"The support I have from the administration and throughout our district is great!"

"I feel I have the best job in the building!"

"I love working with the students, teachers, parents, and other school personnel...being able to make a positive impact on all involved to create a better educational environment."

ASCA Model Guides School Counseling

The school counseling program is an integral component of a school's academic mission. Comprehensive school counseling programs, driven by student data and based on standards in academic, career, and social/emotional development, promote and enhance the learning process to produce students who readily demonstrate college and career readiness.

School Counselors promote student achievement through the design and delivery of comprehensive school counseling programs. The American School Counselor Association provides guidelines for effective comprehensive school counseling programs.

Comprehensive school counseling programs:

- ensure equitable access to a rigorous education for ALL students
- are delivered to ALL students in a systematic fashion
- are continuously improved through data-based decision making
- are to be provided by a state-credentialed school counselor
- encourage collaboration between school counselors, parents, school staff, and community members to create an environment that promotes student achievement
- have a school counselor to student ratio of 1:250 for maximum counselor effectiveness
- function best when counselors focus their skills, time, and energy 80 percent or more of the time on **direct and indirect student services** and 20 percent of their time on system support
- view school counselors as members of the educational team and as such should utilize their skills in the areas of leadership, advocacy, and collaboration to promote systemic change as appropriate to benefit ALL students

The information in this report was compiled from survey information gathered from over 200 Idaho School Counselors, covering every district in the state as well as from the American School Counselor Association website.



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School Counselor Evaluation

Our proposed evaluation tool aligns with both the Danielson Model and the American School Counseling Association National Model.

State Statute: IDAPA Chapter 08.02.02.120 section 4 states that *"Evaluations shall be differentiated for certificated non-instructional employees and pupil personnel certificate holders in a way that aligns with the Charlotte Danielson Framework for Teaching Second Edition to the extent possible and **aligned to the pupil service staff's applicable national standards.**"*

Two years in development:

Written Feedback Received: Over 500 evaluations were distributed to superintendents, elementary and secondary administrators, and school counselors. Approximately 30% of participants provided feedback on the evaluation tool. All 6 regions of the state were represented in giving influential feedback.

The School Counselor Evaluation Tool:

- Clarifies the roles and responsibility of a professional School Counselor.
- Strengthens relationship between School Counselor and administration.
- Informs stakeholders how a comprehensive school counseling program significantly impacts school wide improvement goals.
- Allows school counselors to make data driven decisions.
- Facilitates purposeful development of academic skills, social and emotional tools, and college and career readiness for all students.
- Aligns with CACREP (Council for Accreditation of Counseling & Related Educational Programs) graduate program standards in colleges and universities.

Evaluation tool has built in measures for supporting School Counselors in gathering Career Ladder and Master Educator Premium requirements.

The tool drives college & career readiness curriculums from Kindergarten into post-secondary pathways.

Additional Information Solicited and Other Stakeholders Consulted: Idaho Education Association, Idaho School Board Association, Idaho Digital Learning Academy, Idaho Department of Education, Idaho Association of School Administrators, Office of the State Board of Education

Events Presented at: 2016 Idaho School Counseling Association Annual Conference, 2017 Idaho Prevention Conference, 2017 Idaho School Counseling Annual Conference, 2017 Idaho Association of School Administrations, 2017 Idaho Legislator House and Senate Education Committees

I think this is a great evaluation and would help me as a counselor to guide my program. Right now, I don't feel that I can accomplish this all because I have so many duties that aren't necessary for me to do. If I had this, I could have more back-up as to why I am focusing my activities on these important areas vs. activities that a secretary, registrar, etc. could do just as well.
— West Ada SD High School Counselor

Easy to understand and use when evaluating the counselor especially as it pertains directly to the counselor responsibilities.
—Nampa SD Elementary Principal

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**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

SUBJECT

Instructional Staff Certificate – Dance Endorsement

REFERENCE

December 2017 Board listened to comments from individuals supporting the creating of a Dance Endorsement.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures
Section 33-1254, 33-1258, and 33-114, Idaho Code
IDAPA 08.02.02 - Rules Governing Uniformity

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education
Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

The Professional Standards Commission (PSC) follows a Strategic Plan of annually reviewing 20 percent of the Idaho Standards for Initial Certification of Professional School Personnel and the endorsement language in IDAPA 08.02.02. Occasionally, the PSC recommends the creation of new standards and endorsements, as needed.

On March 10-11, 2016, the PSC convened a team of stakeholders to review the teacher preparation standards and endorsements for visual/performing arts. The review team requested the PSC consider the creation of dance standards and a dance endorsement, as the team felt dance was the only art form without separate standards and its own endorsement. Currently, teaching dance in Idaho schools requires either an All Subjects K/8 or Physical Education endorsement.

The PSC reviewed the visual/performing arts standards and endorsements at its March 31-April 1, 2016, meeting. They considered that team's recommendation to convene a group of dance content area experts to consider the creation of a dance endorsement and preparation standards. The PSC recommended that the Department of Education follow through on convening that group of content experts.

On October 20-21, 2016, a team of dance content experts met to draft teacher preparation standards and an endorsement for dance. The team was diligent and thoughtful in creating a draft of standards and endorsements for dance teachers.

At its January 19-20, 2017, meeting the PSC reviewed the draft of standards and the endorsement created by the dance team and considered creating a stand-alone dance endorsement in Idaho. The expectations and criteria to actually be awarded a dance endorsement were clearly defined in the draft. There was

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extensive discussion regarding the impact of offering such an endorsement in the state. Discussion included the possibility of drawing elementary education majors away from selecting a content endorsement in middle school and the question of whether there is an actual need for this endorsement in Idaho school districts. Following all discussion, PSC members voted to reject the creation of a dance endorsement and accompanying dance standards.

The PSC received a number of requests to review the recommendation again and did so at its September 14-15, 2017, meeting. As there is no other route to appeal the PSC decision to reject the creation of dance standards and endorsement, the PSC determined it would provide its recommendation to the State Board of Education (Board) to reject the creation of stand-alone standards and an endorsement for dance, to allow the Board to make the final decision on this matter.

In January 2018, superintendents and charter school administrators received a survey regarding the proposed dance endorsement. There were 62 responses to the survey. Ninety percent (90%) of those who responded indicated that they did not have a need for a teacher to hold an endorsement in dance. Seventy-five percent (75%) indicated they would not like the addition of a dance endorsement. The survey responses are included in Attachment 5.

IMPACT

Approving the addition of dance teacher preparation standards would potentially have a positive impact on a few art or magnet schools in Idaho with dance programs. The negative impact could be that teacher preparation candidates would choose to add a dance endorsement to their certificates, rather than a needed content endorsement. Holding a dance endorsement would not increase employability in most Idaho schools, as it would only allow the individual to teach dance, and not physical education, which is a higher need in most Idaho schools.

ATTACHMENTS

Attachment 1 – Dance Draft Standards	Page 5
Attachment 2 – Dance Draft Endorsement Language	Page 11
Attachment 3 – Dance Standards Rationale from Team	Page 12
Attachment 4 – Dance Advocate Correspondence	Page 13
Attachment 5 – Dance Endorsement Survey Responses	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

Currently the Dance Content Standards are a subsection of the Idaho Content Standards for Humanities. The entire process for the adoption of content standards, initial certification standards and individual endorsements are as follows:

1. Content standards are developed, adopted by the Board and then go through the rule promulgation process.

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2. Initial certification standards are developed and recommended by the Professional Standards Commission to the Board (based on the content standards). Once adopted by the Board they are incorporated by reference into the Idaho Standards for the Initial Certification of Professional School Personnel, and endorsement language is added to IDAPA 08.02.02 through the rule promulgation process.
3. Once the standards for initial certification have been adopted and incorporated by reference into administrative code, the educator preparation programs have two years to start producing candidates based on the new standards. In the case of standards for a specific content area leading to a specific endorsement, each educator preparation program has the option to create a program specific to that endorsement. Educator preparation programs are not required to have programs that lead to all of the endorsements specified in administrative code.
4. If an institution chooses to create a new program specific to a new content area, that program must then go through the Board's program approval processes.

The Dance content standards are imbedded in the Humanities content standards, so all individuals with an Instructional Certificate and either a K-8 All Subjects or a Humanities endorsement may teach Dance.

The Professional Standards Commission reviews and recommends amendments to the Initial Certification Standards on a rotating basis, resulting in 20% of the standards being reviewed each year. Should the Board choose to reject the recommendation from the Professional Standards Commission, Department staff could then be directed to include the attached Dance standards, endorsement and 2018 amendments to the Initial Standards for Certification. These standards would then be included in the 2018 rulemaking process and would come back to the Board for formal approval as a proposed and then pending rule. The rulemaking process allows for additional public comment prior to a final decision by the Board.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission to reject the creation of a dance endorsement and accompanying dance standards.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Standards for Dance 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 Dance Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. 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.

Rationale

The purpose of this proposal is to define a place for dance as a discipline within the current educational curricular constructs of the state of Idaho. A team of content area experts developed dance teacher preparation standards for the purpose of earning an **endorsement in dance**. Importance is placed on the development of the whole child as literate embodied movers and underlines this as an essential value that warrants attention in contemporary curricula. The team of content area experts advocates for dance as a pedagogy that recognizes our bodies as agents of knowledge production that awakens kinesthetic intelligence, imagination, and expression through movement literacy. Movement is an architect of the brain and dance can cultivate intelligence through various kinds of movement practices. Dance can provide for unique aspects of human growth in the physical domain (health, wellness and fitness), as well as the artistic domain providing creative, intellectual, emotional and social development.

Dance is both physical and artistic. Education in dance is a collective relational venture that connects to teachers seeking certification in other disciplines such as physical education, music, theatre, or other curricular areas. Dance brings the tools for aesthetic, physical and kinesthetic learning. The goal is to deliver quality education for every child that addresses all aspects of human growth and 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 recognizes that human and artistic development is a complex, multi-dimensional process.

2. The teacher understands fundamental principles of human growth and development that allow them to help students grow physically, intellectually, socially, emotionally, and artistically to the best of their ability.

Performance

1. The teacher assesses the skillful movement, physical activity, wellness, and fitness levels of students; designs developmentally appropriate instruction; and extends learning through collaboration with communities, colleagues, families and other professionals.

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 the value of dance for all students, including those with exceptional needs.
2. The teacher understands how to provide opportunities for adaptive needs.

Performance

1. The teacher provides opportunities that accommodate individual differences in skillful and creative movement, physical activity, and fitness to help students gain physical and dance competence and confidence.

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 knows how to help students cultivate responsible personal and social behaviors that promote positive relationships and a productive environment in dance education and physical activity settings.
2. The teacher understands how to establish environments in which emotional and intellectual values, such as creative thought and expression, critical analysis and discussion, questioning, experimentation, and reflective decision-making are encouraged to respect the thoughts and artistic judgments of others.
3. The teacher understands how to create and maintain a safe physical environment for all.

Performance

1. The teacher uses strategies to help students cultivate responsible personal and social behaviors that promote positive relationships and a productive environment in dance education and physical activity settings.
2. The teacher creates and maintains a safe physical environment for all.

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 the aesthetic purposes of dance and how dance as an art form involves a variety of perspectives and viewpoints.
2. The teacher understands how to select and evaluate a range of dance subject matter and ideas appropriate for students' personal and/or career interests.
3. The teacher understands how to organize and teach dance content.
4. The teacher understands healthy movement practices.
5. The teacher understands technical and expressive proficiency in dance.

Performance

1. The teacher demonstrates a proficiency of the content, process, and methodology of dance as an art form.
2. The teacher facilitates the artistic process: creating, performing, responding, and connecting.

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 connections between dance curriculum and vocational opportunities.
2. The teacher understands the somatic and scientific foundation of dance and physical activity.
3. The teacher understands the relationship between skillful and creative movement, physical activity, fitness, health outcomes, well-being and quality of life.
4. The teacher understands that daily physical activity provides opportunities for enjoyment, challenge, self-expression, and social interaction.
5. The teacher understands the art form of dance is an essential educational component of life-long learning.
6. The teacher understands dance in a historical and cultural context.

Performance

1. The teacher incorporates experiences from different cultures and time periods.
2. The teacher facilitates the creative process of choreography.

3. The teacher introduces and models effective dance critique processes.
4. The teacher incorporates content from related fields to enrich the dance curriculum.

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 formative and summative assessment strategies specific to creating, performing, responding, and connecting.
2. The teacher understands how dance assessments strategies (e.g., portfolio, written and oral critique, research and writing, drawing, video, performance/presentation) enhance evaluation, as well as student knowledge and performance.

Performance

1. The teacher develops and applies formative and summative assessments that most closely parallel the genuine artistic process and use appropriate modes of response.

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 knows a variety of management procedures (e.g., time transitions, environment, students/staff, equipment) and instructional strategies to maximize dance time and student success.
2. The teacher understands that instructional planning includes acquisition and management of materials, technology, equipment, and use of physical space for classroom and performance settings.

Performance

1. The teacher applies a variety of management procedures (e.g., time transitions, environment, students/staff, equipment) and instructional strategies to maximize dance time and student success, including the use of physical space, such as classroom and performance settings.
2. The teacher applies instructional planning, including acquisition and management of materials, technology, equipment, and use of physical space for classroom and performance settings.

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 multiple curricular instructional models, assessments, somatic and

scientific approaches and various genres of dance.

Performance

1. The teacher employs strategies to ensure that students learn how to dance, learn about dance, and learn through dance.

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 regulations regarding copyright laws.

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 is aware of various administrative, financial, management, and organizational aspects of school/district/community arts, physical education, and other programs.
2. The teacher understands the unique relationships between dance and its audiences.
3. The teacher knows how to promote and advocate for dance education at local, state, and/or national levels.
4. The teacher knows how to contribute to the intellectual, creative, cultural, and artistic life of the community.

Performance

1. The teacher demonstrates the ability to promote and advocate for dance education at local, state, and/or national levels.
2. The teacher selects and creates dance events and performances that are appropriate for different audiences.

Glossary

Choreography: Relates to the compositional process of creating, arranging and sequencing movement to be performed

Physical Space: The physical environment where learning and/or performing takes place. This may include but not be limited to, classroom, theatre, gym, or outdoor space.

Scientific Foundation: An introduction to selected scientific aspects of dance, including anatomical identification and terminology, physiological principles, and conditioning/strengthening methodology. (<https://www.fivecolleges.edu/courses/SC/2016/SPRING/DAN/241/01>)

Kinesthetic: Pertaining to the ability of the body's sensory organs in the muscles, tendons and joints to both respond to stimuli and to relate information about body position, movement and tension. (Blueprint Dance, NYC Grades preK-12, NYC Department of Education)

Improvisation: Original movement created spontaneously in a free or structured environment. Involves an instantaneous choice of actions on the part of the dancer, affected by chance elements, such as the movement choices of other dancers or musicians in the room. It may involve focused and concentrated movement exploration of a specific movement problem or idea, or may be a simple individual response to music. (Blueprint Dance, NYC Grades preK-12, NYC Department of Education)

Creating: Conceiving and developing new artistic ideas and works. (The National Standards for Art Education)

Performing: Realizing artistic ideas and work through interpretation and presentation (The National Standards for Art Education)

Responding: Understanding and evaluating how the arts convey meaning (The National Standards for Art Education)

Connecting: Relating artistic ideas and work with personal meaning and external context (The National Standards for Art Education)

Dance Literacy: Literacy in dance involves conscious awareness of cognitive, aesthetic and physical activity along with skills to articulate these activities required in any given context. (G. Barton, Literacy in the Arts: Retheorizing learning and teaching)

Critique: The process of looking at any dance presented then evaluated through verbal / written / kinesthetic language to 1) describe what was seen, 2) analyze how it was organized, 3) interpret meaning, and 4) evaluate success. (*Critique steps based on Feldman's Model of Art Criticism, from the work of Edmund Burke Feldman*)

Somatics: Greek word "somatikos" soma: 'living, aware, bodily person' which means pertaining to the body, experienced from within. (ISMETA – International Somatic Movement Education and Therapy Association)

Dance Genre: A type or category of dance (e.g., ballet, jazz, modern dance, tap, European folk dance, African dance, Ballroom dance) (Blueprint Dance, NYC Grades preK-12, NYC Department of Education)

Endorsement Language for Dance

Dance (5-9, 6-12, or K-12). Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Dance Teachers, including upper division coursework in foundational dance techniques. Additional coursework to include, body science, improvisation/choreography, dance history/appreciation, dance production/performance, and secondary dance methods. To obtain a Dance (K-12) endorsement, applicants must complete an elementary dance methods course.

Rationale for Idaho Standards for Dance

The purpose of this proposal is to define a place for dance as a discipline within the current educational curricular constructs of the state of Idaho. A team of content area experts developed dance teacher preparation standards for the purpose of earning an **endorsement in dance**. Importance is placed on the development of the whole child as literate embodied movers and underlines this as an essential value that warrants attention in contemporary curricula. The team of content area experts advocates for dance as a pedagogy that recognizes our bodies as agents of knowledge production that awakens kinesthetic intelligence, imagination, and expression through movement literacy. Movement is an architect of the brain and dance can cultivate intelligence through various kinds of movement practices. Dance can provide for unique aspects of human growth in the physical domain (health, wellness and fitness), as well as the artistic domain providing creative, intellectual, emotional and social development.

Dance is both physical and artistic. Education in dance is a collective relational venture that connects to teachers seeking certification in other disciplines such as physical education, music, theatre, or other curricular areas. Dance brings the tools for aesthetic, physical and kinesthetic learning. The goal is to deliver quality education for every child that addresses all aspects of human growth and learning.

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FEBRUARY 14, 2018**

From: [Rachel Swenson](#)
To: [Lisa Colon Durham](#)
Cc: [Marla Hansen](#); bonew@byui.edu; esplinj@byui.edu; jorgmoll@isu.edu; footlightdance@gmail.com; snelson@minidokaschools.org; zimmlaur@isu.edu; [Scott Cook](#); [Peggy Wenner](#); [Annette Schwab](#); [Cina Lackey](#)
Subject: Re: Dance Endorsement and Standards
Date: Wednesday, January 25, 2017 3:28:44 PM

Lisa,

Thank you for letting us know. This brings up a lot of questions and concerns for me for the PSC.

Why only dance? All other art forms have endorsement and licensing? Why not support all of the four major art forms (dance, theater, visual arts, and music)? I do not understand the logic. Then all art forms should have endorsement and licensing taken away. Otherwise it comes across as anti to one specific art form.

Also, I do not understand why to take away teacher choice for endorsement and licensing to force needs to be filled? Taking away free agency will not fill math teaching positions in rural Idaho. Teacher's should teach what they are passionate and knowledgeable about.

So, the teacher with a PE licensing at my school is able to teach dance 90 minute dance major classes for high school every day, but I can't legally because the state doesn't have dance endorsement/licensing. Even though I am a great dance educator with a BFA in Modern Dance from one of the top university programs, a Masters in Education, professional dance experience, 18 years experience teaching dance in public schools, and I am a national professional development dance education presenter. So the PE teacher is the one that gets to teach dance at my school, not the dance educator. Where is the logic? And now the four other public art schools in my district go on without dance education because there is no endorsement or licensing.

Where is the logic in this decision for Idaho's education? Why not let it go to the public to decide?

Antidancism??? I feel a peace rally and a petition coming forth to rectify this.

Wasteful for tax payer money. The endorsement should never been taken away in the first place.

Sincerely,
Rachel Swenson

Sent from my iPhone

On Jan 25, 2017, at 1:45 PM, Lisa Colon Durham <lcolondurham@sde.idaho.gov> wrote:

I will do the best I can at explaining it via email. The biggest concern was that specifically, candidates that were preparing for an All Subjects K-8 endorsement (elementary certificate) would choose the Dance

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Endorsement over another content area. The purpose of the additional area of endorsement requirement for the All Subjects K-8 was to provide them another content area focus up to 9th grade. This would increase the number of teachers that could teach content area in the middle schools/junior high, especially in rural areas. So, the commission was concerned that it would negatively impact the already teacher shortage for content areas, especially at the middle level.

Feel free to give me a call if you need additional information, or have questions.

Lisa Colón Durham
(208) 332-6886
lcolon@sde.idaho.gov

"Supporting Schools and Students to Achieve"

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From: Marla Hansen [<mailto:mhansen@boisestate.edu>]
Sent: Wednesday, January 25, 2017 1:34 PM
To: Lisa Colon Durham <lcolondurham@sde.idaho.gov>
Cc: bonew@byui.edu; esplinj@byui.edu; jorgmoll@isu.edu; footlightdance@gmail.com; snelson@minidokaschools.org; rachelsswenson@gmail.com; zimmlaur@isu.edu; Scott Cook <scook@sde.idaho.gov>; Peggy Wenner <pjwenner@sde.idaho.gov>; Annette Schwab <aschwab@sde.idaho.gov>; Cina Lackey <clackey@sde.idaho.gov>
Subject: Re: Dance Endorsement and Standards

Lisa can you please explain to all of us what is meant by "unintended consequences of adding this endorsement might mean to the teacher pipeline"

It makes no sense to me. I am very saddened.

Marla Hansen
Director of Dance
Boise State University

On Wed, Jan 25, 2017 at 11:33 AM, Lisa Colon Durham

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<lcolondurham@sde.idaho.gov> wrote:

Good afternoon,

On January 20, 2017, the Professional Standards Commission considered the work completed by the Dance Standards and Endorsement Creation Committee. The standards and endorsement was thoroughly reviewed and your team was praised for producing such a comprehensive and compelling document. However, due to concerns about what the unintended consequences of adding this endorsement might mean to the teacher pipeline, the PSC voted to not recommend the creation of dance standards and a dance endorsement. Please understand that they valued the work that was done, but did not vote to recommend the standards and endorsement.

We appreciate all of the hard work that you did to create these documents and your advocacy for dance education.

Lisa Colón Durham
[\(208\) 332-6886](tel:(208)332-6886)
lcolon@sde.idaho.gov

"Supporting Schools and Students to Achieve"

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From: [Hilarie Neely](#)
To: [Marla Hansen](#)
Cc: [Rachel Swenson](#); [Lisa Colon Durham](#); bonew@byui.edu; [Joy Esplin](#); [Molly Jorgensen](#); [Sandee Nelson](#); [Lauralee Zimmerly](#); [Scott Cook](#); [Peggy Wenner](#); [Annette Schwab](#); [Cina Lackey](#)
Subject: Re: Dance Endorsement and Standards
Date: Wednesday, January 25, 2017 8:34:20 PM

There must be something that can be done. Many states have the licensing for dance. We need to explore other options for future consideration and a “way into the legislature” that will work in our state. There WAS a lot of work done and it can be used again. Let’s get to work on finding out the other states that we can pattern after.

We can reconvene and not give up!

Hilarie

Hilarie Neely, director



Footlight Dance Centre

PO Box 3593 Ketchum ID 83340

Phone 208-578-5462

www.footlightdancecentre.com

STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018

From: [zimmlaur_](#)
To: [Lisa Colon Durham](#)
Cc: [Hilarie Neely](#); [Marla Hansen](#); [Rachel Swenson](#); [bonew@byui.edu](#); [Joy Esplin](#); [Molly Jorgensen](#); [Sandee Nelson](#); [Scott Cook](#); [Peggy Wenner](#); [Annette Schwab](#); [Cina Lackey](#)
Subject: Re: Dance Endorsement and Standards
Date: Thursday, January 26, 2017 10:42:23 PM

Hello Lisa Colon Durham (congratulations!!!) and all-

This is very sad news. The objective was to bring more possibilities to the table for Idaho K-12 Educators who could use their extensive experience with dance and movement education to their classrooms as they teach math, biology, history, etc.

Rachel - you are one who can speak directly to situations in the K-12 setting. I really appreciated hearing the dilemma you currently face.

Some questions for Lisa:

- So, how do we proceed from here????
- What could we do that would make this proposal more appealing (and less threatening?) to the PSC? Is it possible to resubmit this request and how soon can we do so?
- Is it possible to know who is on the Professional Standards committee and who was present on the day this decision was made? May we make an appeal to them directly in person or in writing?
- If the avenue with the PSC is closed, what other route is possible to take to achieve our goal? You mention legislators and school districts...will approaching them give us more clout with the PSC?

SDE
Feeling defeated but not willing to give up!!!!
Lauralee

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From: [Rachel Swenson](#)
To: board@osbe.idaho.gov
Cc: jorgmoll@isu.edu; [Gary Larsen](#); zimmlaur@isu.edu; footlightdance@gmail.com; snelson@minidokaschools.org; bonew@byui.edu; esplinj@byui.edu; [Mary J Markland](#); gdemordaunt@house.idaho.gov; belleb@uidaho.edu; hoopesa@byui.edu; vicki@dancetechacademy.com; housel.christian@westada.org; Ranells.MaryAnn@westada.org; mhansen@boisestate.edu; megan.brandel@gmail.com; [Annette Schwab](#); [Lisa Colon Durham](#); james.southerland@goucher.edu; smcgreevy-nichols@ndeo.org; Governor@gov.idaho.gov; [Peggy Wenner](#); Ruth.Piispanen@arts.idaho.gov
Subject: Why does Idaho says NO to only Dance As An Art Form?
Date: Monday, February 20, 2017 11:01:09 PM
Attachments: [white paper for dance endorsement.docx](#)
[Draft Standards for Dance Created Oct 2016 \(2\).docx](#)
Importance: High

Dear State Board of Education,

Hello. My name is Rachel Swenson. I am a licensed k-8 arts educator in West Ada School District, an Idaho Commission on the Arts teaching Artist, as well as the Idaho Dance Education Organization president, and I have been on several committees for the State Department of Education (arts education standards revisions/arts text book adoption/arts education teaching standards). **I am writing in concern for arts education licensing in Idaho.**

I have CC people of interest to this email: my IDEO board, the PSC, SDE's Lisa Colon and Annette Schwab, IFAA Principal Chris Housel, West Ada Superintendent Mary Ranells, Representative Gayann DeMordaunt, the National Dance Education Organization president Rick Southerland, the NDEO Executive Director Susan McGreevy-Nichols, SDE Director of Arts and Humanities Peggy Wenner, ICA Director of Arts Education Ruth Piispanen, and Idaho Governor Butch Otter.

Last month, the Idaho State Department of Education's Professional Standards Commission said, "NO," to K-12 Dance teacher licensing in Idaho. I was told the vote was 2 "YES" and 15 "NO." I do not understand the logic of PSC's reasoning. Below I quote reasons for denial. **Dance is the only art form in Idaho without teacher licensing.**

To be able to teach high school dance at the public arts school I teach at, as of right now, I have to be PE certified (even though I will not be teaching PE and hold a BFA in Modern Dance and a Masters in Education and have been a public school dance specialist in Utah and Idaho for 18 years). The only reason I am able to teach middle school dance at my school is because I have a k-8 all content teaching license. **Why must a teacher certify in a subject they are not going to teach?**

On January 20, 2017, the Professional Standards Commission refused to bring back the k-12 dance endorsement and said no to dance teaching certification.

Here is some background information, SDE took away the dance endorsement for Idaho in

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2006 because, "it wasn't being used." **Dance is the only art form in Idaho without certification (Music, Theater, and Visual Arts have K-12 certification).**

A highly qualified committee worked on writing teaching standards for dance with SDE's Lisa Colon and Annette Schwab facilitating the process. The work of the committee (attached to this email) was submitted to the Professional Standards Commission. The PSC, said, "No." The reasons SDE gave are not logical (reasons found below in quotes).

If the PSC would have approved dance teacher endorsement/certification, then the next step is legislature approval and then on tour for the public to comment/approve, and then if all went well, we would have K-12 Dance Teaching Licensing in Idaho. Why stop the action before the public can help decide?

I have attached the documents related to this story (including the official white paper that started the quest for dance teacher endorsement, and the standards and explanation for wanting them that was given to the SDE). **Here is the email below that was sent to our SDE committee the week after PSC met.** It gives the bad news, the PSC reasoning, and my reply back to them showing there is no logic to the two reasons for saying, "No."

"Good Afternoon,

On January 20, 2017, the Professional Standards Commission considered the work completed by the Dance Standards and Endorsement Creation Committee. The standards and endorsement was thoroughly reviewed and your team was praised for producing such a comprehensive and compelling document. However, due to concerns about what the unintended consequences of adding this endorsement might mean to the teacher pipeline, the PSC voted to not recommend the creation of dance standards and a dance endorsement. Please understand that they valued the work that was done, but did not vote to recommend the standards and endorsement.

We appreciate all of the hard work that you did to create these documents and your advocacy for dance education."

Marla Hansen (committee member for writing the dance teaching standards, BSU dance professor, and IDEO board member), asked SDE to clarify reasoning. SDE answered,

"I will do the best I can at explaining it via email. The biggest concern was that specifically, candidates that were preparing for an All Subjects K-8 endorsement (elementary certificate) would choose the Dance Endorsement over another content area. The purpose of the additional area of endorsement requirement for the All Subjects K-8 was to provide them another content area focus up to 9th grade. This would increase the number of teachers that could teach content area in the middle schools/junior high, especially in rural areas. So, the commission was concerned that it would negatively impact the already teacher shortage for content areas, especially at the middle level.

Feel free to give me a call if you need additional information, or have questions."

I emailed back, "Thank you for letting us know. This brings up a lot of questions and concerns for me for the PSC.

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Why only dance? All other art forms have endorsement and licensing? Why not support all of the four major art forms (dance, theater, visual arts, and music)? I do not understand the logic. Then all art forms should have endorsement and licensing taken away. Otherwise it comes across as anti to one specific art form.

Also, I do not understand why to take away teacher choice for endorsement and licensing to force needs to be filled? Taking away free agency will not fill math teaching positions in rural Idaho. Teacher's should teach what they are passionate and knowledgeable about.

So, the teacher with a PE licensing at my school is able to teach dance 90 minute dance major classes for high school every day, but I can't legally because the state doesn't have dance endorsement/licensing. Even though I am a great dance educator with a BFA in Modern Dance from one of the top university programs, a Masters in Education, professional dance experience, 18 years experience teaching dance in public schools, and I am a national professional development dance education presenter. So the PE teacher is the one that gets to teach dance at my school, not the dance educator. Where is the logic? And now the four other public art schools in my district go on without dance education because there is no endorsement or licensing.

Where is the logic in this decision for Idaho's education? Why not let it go to the public to decide?

Antidancism??? I feel a peace rally and a petition coming forth to rectify this.

Wasteful for tax payer money. The endorsement should never have been taken away in the first place."

There is inequality of support of the arts by the SDE. There are k-12 student learning standards for dance and no k-12 teaching standards for dance. All other art forms have both k-12 learning and k-12 teaching standards. Why not dance?

There are five public art schools of choice just in West Ada School District. That shows a need. **I have a list of eight schools and ten specialists in Idaho that I know of needing this licensing:**

Katie Ponozzo high school dance specialist from Idaho Fine Arts academy, Eagle, ID

Kelli Brown middle school and high school dance specialist from Idaho Arts Charter School, Nampa, ID

Idaho Arts Charter's recently hired elementary dance specialist, Nampa, ID

Dance specialist Danielle Salt from Xavier Charter School, Twin Falls, ID

Dance Professional, Amanda Michelletty who teaches English at and wants to also teach dance at Riverglen Jr. High School, Boise, ID

Rachel Swenson middle school dance specialist at Idaho Fine Arts Academy, Eagle, ID

The four public arts elementary schools of choice in West Ada School District: Can't have a dance specialist without dance licensing and current PE specialist are unknowlegable/untrained to teach dance as an art form:

Christine Donnell School of the Arts, Boise, ID

Pioneer School of the Arts, Meridian, ID

Eagle Elementary School of the Arts, Eagle, ID

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Chief Joseph Elementary School of the Arts, Meridian, ID

West Ada is the largest school district in Idaho, the first school district in Idaho to offer a school of choice/magnet school, which was an arts magnet school (I taught there for five years, Christine Donnell School of the Arts). West Ada is a leader in education, **I understand that the small, rural Idaho school districts have different needs, why take away a chance to fill needs of larger school districts, qualified dance educators, and the chance to have dance classes offered and taught by dance specialists?** In the future a smaller school district may want a dance specialist, so why take that possibility away? Saying "No," now, means "No," to any future possibility.

If there wasn't a need for k-12 Dance Licensing, then there wouldn't be a list above. There is a need. The PSC is stopping needs from being met.

COME SEE WHAT DANCE IN PUBLIC EDUCATION LOOKS LIKE. I would love for you to come visit my school and see what dance education in a public school looks like. **I think a lot of the PSC's decision is made out of lack of knowledge and information.** They do not know who a public dance specialist is and they do not know what dance education in the schools looks like. Therefore, they cannot even begin to comprehend the reasoning for dance licensing.

My superintendent, my principal, and my IDEO board support and share my stand on this position. **This is not about money.** The money has already been spent on writing the new dance teaching standards. **The dance teaching standards have been completed** and I have attached a copy to this email. **The PSC stopped progress.** Idaho's public should decide on this, not PSC, and the public should know that this will not cost more money. **This will improve dance education for the state, help enrollment for dance education university programs, give kinesthetic student dance artists opportunity to learn more about his/her art form in schools, and support all of the major art forms** (*dance, theater, music, and visual arts*).

I know that Idaho tries to support most art. Idaho's Governor Otter is supportive of the arts. Governor Otter awarded my nomination for the 2016 Governor's Awards in the Arts, Tina Perry. She is the former CDSA art school principal who hired me to teach visual and dance art at her school for five years, the former IFAA art school principal that kept the dance program going and hired me to help run it, and she is an arts education advocate for the state of Idaho. She supports all of the arts. The Governor supports all arts. **I am wanting the Idaho State Department of Education to support all major art forms: Dance, Theater, Music and Visual Arts. Please help me do this.**

My BIOGRAPHY: Rachel Swenson is passionate about promoting dance in public and private schools. Mrs. Swenson has a BFA in Modern Dance and a MEd in Education, both from the University of Utah. She is a licensed Idaho k-8 teacher. She has presented for and taught at many schools in grades pre-kindergarten through twelfth in Utah and Idaho. Mrs. Swenson has presented for Idaho's Arts Powered Schools, West Ada School District, EduFest, the Utah State Office of Education, Dance and Child International, Utah Arts Council's Arts Networking Conferences, and the National Dance Education Organization's conference in Washington D.C. She has performed professionally in various venues in Utah. She was a guest performer for Ririe-Woodbury Dance Company. She performed for choreographer, Jim Moreno, for Paradigm Dance Project, and the Proving Ground Dance Company. Mrs. Swenson was as an Art Works for Kids teaching artist for seven years and taught creative dance through the University of Utah's Virginia Tanner Dance Arts in Education program and

**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

studio program. She taught dance and visual art at Christine Donnell School of the Arts in Boise, Idaho for five years. Mrs. Swenson is a current teaching artist for Idaho Commission on the Arts and the Utah Arts Council, and president of the Idaho Dance Education Organization (state affiliate to the National Dance Education Organization). She is also the current middle school dance specialist at Idaho Fine Arts Academy. Mrs. Swenson teaches both the art of dance and how to use dance as an integration tool.

Links to the public school I teach at: <http://www.westada.org/IFAA>

Link to the IFAA dance program: <http://www.westada.org/ifaa/dance>

Link to my bio and middle school dance program: <http://www.westada.org/Page/19086>

Links to Idaho Dance Education Organization: www.idahodeo.org

<http://idahodeo.org/advocacy/> (advocacy for the arts is one of the main goals of IDEO)

Link to the National Dance Education Organization: www.ndeo.org

My phone number is 208-949-8017, if you have questions, please contact me. Please help me understand why Dance is the only art form in Idaho without teacher licensing/endorsement? Thank you for your time.

Sincerely,

Rachel Swenson, MEd, BFA

Idaho Dance Education Organization President

Idaho Fine Arts Academy Middle School Dance Specialist

Idaho Commission on the Arts Teaching Artist

Utah Arts Council Teaching Artist

Idaho Dance Education Organization
www.idahodeo.org

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We, the Dance Society of Brigham Young University-Idaho (BYU-Idaho) hereby petition the Idaho State Legislature and Board of Education to reconsider approval of the proposed endorsement for public school dance educators.

It has been brought to our attention that this endorsement has recently been denied in committee. As future participants in the public educational workforce, we firmly believe that this certification will benefit the academic and artistic opportunities for students in and from the state of Idaho for the following reasons:

- Educators certified in a university setting will be taught proper kinesiological and anatomical techniques that will reduce the risk of injury to students. 9.
- The Dance department faculty of BYU-Idaho have already collaborated with the Professional Standards Commission of the Idaho State Board of Education to create a curriculum and requirements system thereby creating a hassle free transition.
- Proper certification will enable teachers to enhance cognitive development and increase motor learning skills in students. 5.
- The study of dance raises cultural awareness, respect, challenges stereotyping and teaches self-discipline. 4.
- Dance teaches children and youth about their bodies in an encouraging environment, aiding them in a positive body image, strong muscles, safe movement practices, enhanced awareness of their bodies, and a concept of spatial awareness. These things are taught through dance in an easily accessible, positive manner. 1.
- The study of dance and other art forms increases standardized test scores, according to several studies. 2.
- Forms positive habitual exercise practices to promote lifelong health.
- The National Dance Education Organization have found that “Dance is a powerful ally for developing many of the attributes of a growing child. Dance helps children mature physically, emotionally, socially, and cognitively.” 10
- Creates a well-rounded artistic education as dance is the only art form which is underrepresented in public schools.
- According to Dr. John J. Ratey, “Evidence is mounting that each person’s capacity to master new and to remember old information is improved by biological changes brought about only by physical activity. Physically active people reported an increase in academic abilities, memory retrieval, and cognitive abilities. What makes us move is also what makes us think.” 6. Students taught dance will be better equipped to learn academic subjects.

It is for these reasons that we as the Dance Society of Brigham Young University Idaho and future community leaders actively urge the Professional Standards Commission of the Idaho State Board of education to reconsider their decision regarding the proposed endorsement. A requirement process has been prepared, thereby creating a hassle free transition. All that is needed now is the support of the Professional Standards Commission.

References

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"Philosophy Underlying Early Childhood Standards"
www.ndeo.org/content.aspx?page_id=22&club_id=893257&module_id55419

BYU-Idaho Dance Society















PETITION FOR DANCE CERTIFICATION

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6	Carrie Crew	Carrie Crew	cre15012@byui.edu
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63 Kelby Herbert

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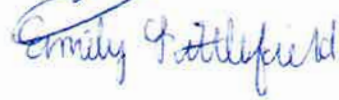


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64 Brendan Baker

Brendan Baker

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FEBRUARY 14, 2018

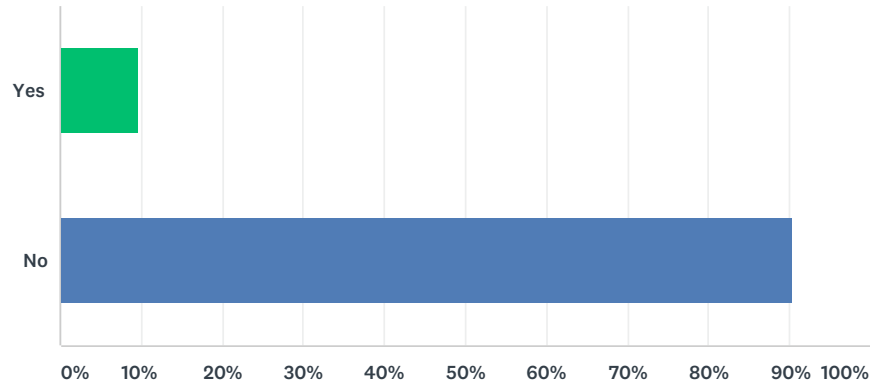
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STATE DEPARTMENT OF EDUCATION
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Proposed Dance Standards and Endorsement Survey

Q1 Does your district or charter school have a need for a teacher to hold an endorsement in dance?

Answered: 62 Skipped: 0



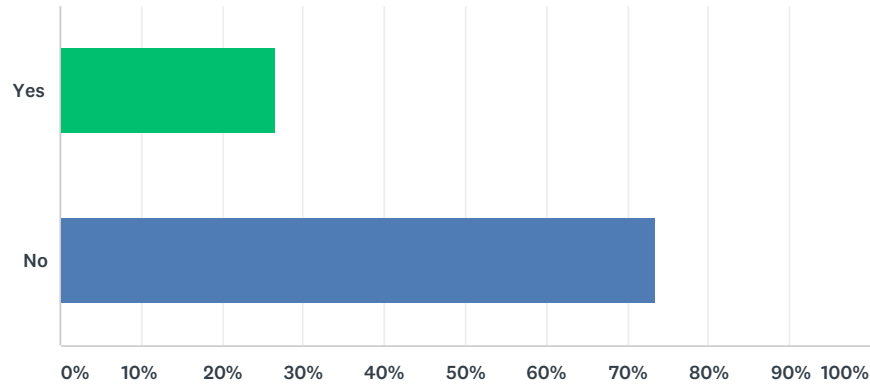
ANSWER CHOICES	RESPONSES	
Yes	9.68%	6
No	90.32%	56
TOTAL		62

STATE DEPARTMENT OF EDUCATION
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Proposed Dance Standards and Endorsement Survey

Q2 Would your district or charter school hire a teacher with a dance endorsement?

Answered: 60 Skipped: 2



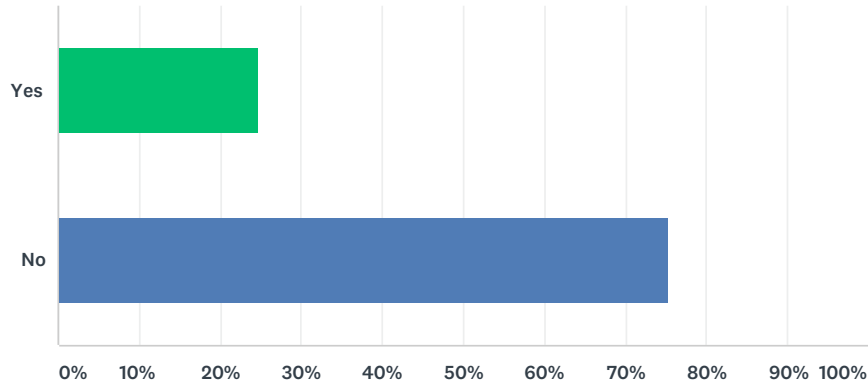
ANSWER CHOICES	RESPONSES	
Yes	26.67%	16
No	73.33%	44
TOTAL		60

**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

Proposed Dance Standards and Endorsement Survey

Q3 Would you like to see the addition of a dance endorsement?

Answered: 61 Skipped: 1



ANSWER CHOICES	RESPONSES
Yes	24.59% 15
No	75.41% 46
TOTAL	61

#	PLEASE EXPLAIN WHY OR WHY NOT.	DATE
1	Yes The addition of a dance endorsement would be okay as long as the individual was also endorsed in other areas.	1/16/2018 10:55 AM
2	Yes I am OK with adding if it will help the bigger districts.	1/16/2018 10:10 AM
3	No A PE endorsement should be sufficient.	1/16/2018 9:27 AM
4	No This would only count as a PE credit, which is not required to graduate in Idaho.	1/16/2018 9:10 AM
5	No We lost our Art program several years ago due to cutbacks. Adding Dance to our curriculum does not make sense at this time.	1/15/2018 8:39 PM
6	No If a dance endorsement was required to teach dance at any level, this would only restrict the opportunities to have dance included in our program.	1/15/2018 3:35 PM
7	No Just do not think it is necessary.	1/15/2018 3:04 PM
8	No Way back when... when I was a PE major as an undergrad I was required to take a class in dance and rhythms. If a PE endorsed individual vs a dance endorsed individual were to apply we would go with the PE person since I assume he/she would be able to teach more /different classes.	1/15/2018 11:39 AM
9	No This may be step in limiting who can apply for the position as we do not have a large pool of applicants	1/15/2018 11:11 AM
10	No We have community partners that help us with dance in our PE programs. We would not hire a dance certified teacher unless they had other certifications that we were also in need of. Dance is a limited area for a small school district.	1/15/2018 9:57 AM
11	No Dance should fit under the umbrella of PE	1/15/2018 6:22 AM
12	Yes If an elementary endorsed teacher could take a PRAXIS for a dance endorsement our school would be interested.	1/14/2018 7:43 PM
13	No This is one more area that we don't have and requires another endorsement when we can't find teachers for the basic classes.	1/14/2018 1:35 PM
14	No Other pressing needs in my rural district	1/13/2018 12:31 AM

**STATE DEPARTMENT OF EDUCATION
FEBRUARY 14, 2018**

Proposed Dance Standards and Endorsement Survey

15	No We have too many specific endorsements that limit the offering of courses because we can not fill the positions with the correct endorsement.	1/12/2018 5:03 PM
16	Yes I have worked in large high schools, and could see the benefit of having a dance endorsed teacher for electives that could then be a state reimbursed class.	1/12/2018 3:56 PM
17	No Dance should fall under the PE endorsement, just as it has in the past. Once a new endorsement is created, we must then look for a teacher with said endorsement. Keep it simple!	1/12/2018 3:28 PM
18	No I feel there should be more flexibility in certificates, not less. Many people are qualified to teach dance that have not attended a formal college to be trained.	1/12/2018 3:26 PM
19	No It would mean colleges would prepare dance teachers rather than math, science, SpEd, etc., if the student had the choice.	1/12/2018 2:44 PM
20	No This activity should be covered under PE endorsements. The addition of this endorsement may eliminate the ability for other certifications to teach dance. We are at a shortage and creating another hurdle will not help this.	1/12/2018 1:26 PM
21	No There are already TOO MANY endorsements. Each additional endorsement requirement reduces a school's hiring pool. Endorsements should be combined not expanded.	1/12/2018 1:12 PM
22	No This may have the potential to restrict flexibility when hiring extra-curricular coaching positions, like cheer or dance.	1/12/2018 12:53 PM
23	No I would not want to require a physical education teacher to have an endorsement in dance to teach a dance class	1/12/2018 12:44 PM
24	Yes Idaho offers no endorsements in fields such as Medical Assisting, Music Technology, Audio Technology, drone technology, or a great many other career oriented fields that we should be offering to our students.	1/12/2018 12:39 PM
25	No This is usually an extracurricular activity after school a coach can do. Also can't this fall under category of PE.	1/12/2018 12:36 PM
26	No We don't need anymore barriers for certification. PE teachers can teach dance.	1/12/2018 12:28 PM
27	No A majority of our Dance Instructors/Coaches are walk on coaches and/or are not certificated staff member. By requiring the instructors to hold an endorsement, will in essence kill the dance programs in our schools.	1/12/2018 12:28 PM
28	No It would cause even more restrictions for who we have instructing.	1/12/2018 12:14 PM
29	Yes Desirable in combination with other endorsements not as a sole endorsement.	1/12/2018 12:11 PM
30	No This would be just another barrier to providing a diverse physical education curriculum. A general physical education teacher should not have to be "endorsed" in dance in order to teach dance and more than they should have to be endorse in "Walking" or "floor hockey". This is the exact opposite direction the state should be moving in regarding certification.	1/12/2018 12:10 PM
31	No This would continue the diffusion and distraction of what schools should be about.	1/12/2018 12:08 PM
32	No I don't really have a preference?	1/12/2018 11:57 AM
33	No I do not think that dance needs to be another endorsement. If you want to allow dance, make it fall under PE endorsement, so teachers can teach a range of physical activities rather than be tied to one area.	1/12/2018 11:53 AM
34	No My answer to every question is, it depends. This applies here as well. Certainly we want our dance coaches to be qualified in what they do and protect the safety of students at the very top of what they do.	1/12/2018 11:51 AM
35	Yes We offer several dance classes at our school	1/12/2018 11:46 AM
36	Yes I do not see the harm in offering this as long as dance classes still have the flexibility to be taught by teachers endorsed in PE. With a teacher shortage, this flexibility is necessary.	1/12/2018 11:46 AM
37	No We are small and need any teacher to have multiple endorsements if possible. Dance would be nice but not necessary.	1/12/2018 11:45 AM
38	Yes A better question is why not? They are welll Versed in physical education in anatomy. They do extensive training.	1/12/2018 11:43 AM

**CONSENT
FEBRUARY 15, 2018**

TAB	DESCRIPTION	ACTION
1	AUDIT – AUDIT COMMITTEE MEMBER APPOINTMENT	Motion to Approve
2	IRSA – WWAMI ADMISSIONS COMMITTEE APPOINTMENT	Motion to Approve
3	PPGA – INSTITUTION PRESIDENT APPROVED ALCOHOL PERMITS	Information item
4	SDE –EMERGENCY PROSIONAL CERTIFICATES	Motion to Approve
5	SDE – BOISE STATE UNIVERISTY, PROPOSED SEPCIAL EDUATION DIRECTOR ENDORSEMENT PROGRAM	Motion to Approve

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CONSENT
FEBRUARY 15, 2018

SUBJECT

Appointment of Johanna Hale to Audit Committee

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures V.H.
Board Bylaws I.F.4.b.

ALIGNMENT WITH STRATEGIC PLAN

Audit Committee membership is a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Board Bylaws provide that the Audit Committee members shall be appointed by the Board and shall consist of five or more members. Three members of the Committee shall be current Board members and at least two members shall be independent, non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. Members may be reappointed. Johanna Hale, Director of Internal Audit at J.R. Simplot Co., has been nominated to replace Brent Moylan, who recently resigned from the Committee. Ms. Hale's curriculum vitae is provided at Attachment 1.

IMPACT

Ms. Hale is well-qualified to serve as a non-Board member of the Audit Committee, and should be an excellent addition to the team. The Audit Committee reviewed the candidate's credentials, met with the candidate, and confirmed that she will meet the requirements established for Committee members within Board bylaws, including:

No employee of an institution or agency under the governance of the Board shall serve on the Audit Committee. Each Audit Committee member shall be independent, free from any relationship that would interfere with the exercise of her or his independent judgment. Audit Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board.

The Audit Committee members voted unanimously to recommend Ms. Hale's appointment to the Committee.

ATTACHMENTS

Attachment 1 – Johanna Hale Bio

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the appointment of Ms. Hale as a non-Board member of the Audit Committee.

CONSENT
FEBRUARY 15, 2018

BOARD ACTION

I move to appoint Johanna Hale as a non-Board member of the Audit Committee for a three (3) year term commencing February 15, 2018.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PROFILE: 16 years' experience progressing from staff auditor to chief audit executive. Audit expertise within manufacturing, agribusiness, wholesale distribution and retail environments. Known for excellence in partnering with stakeholders to clarify requirements, drive consensus, and set expectations; entrusted with confidential business matters and sensitive proprietary information.

PROFESSIONAL EXPERIENCE

J.R. SIMPLOT COMPANY, Boise, Idaho (10/2006 - Present)

DIRECTOR, INTERNAL AUDIT

Responsible for global internal audit function of a \$6B+ privately-held organization. Define and execute company audit plan. Report to the Audit Committee and executive management on all key areas of responsibility to assist in compliance, risk, and governance responsibilities.

- Assess compliance, financial and operational risks to effectively design and execute an audit plan, determine root causes of exceptions, and recommend improvements to controls.
- Communicate, succinctly and timely, to executive management and Audit Committee on audit results and status of corresponding management actions.
- Successfully integrate separately-managed domestic and international staff into a single global team.
- Establish an information technology audit function to address the growing need for visibility into business critical operations.
- Implement a business partnering approach, aligning auditors with lines of business to educate and better engage stakeholders.
- Develop partnerships with other assurance functions to leverage knowledge sharing and visibility to operations.
- Provide expertise in global leadership and counsel to emerging functions.
- Provide services beyond traditional audit (self-assessment, facilitation, consulting, and education).
- Devise and implement a continuous auditing process, incorporating high level analysis and management interaction, to increase awareness, flexibility and effectiveness of audit staff in lieu of increasing headcount.
- Develop and maintain an audit methodology as the framework for all the work completed.
- Implement a data analytics program to actively monitor company activity, including identifying policy non-compliance and fraud.
- Establish a company-wide internal audit rotational staffing program to supplement functional resources and support company's efforts toward becoming a high performance organization.
- Implement a whistleblower hotline to support the company's code of ethics policy.
- Assist in controlling external audit fees through providing external audit assistance domestically and internationally.
- Provide training to internal audit staff and general employee population on key topics, including fraud awareness and internal controls.
- Conduct formal semi-annual and informal ad hoc performance evaluations with staff to advance performance and accountability.
- Proven track record of placing audit staff in roles within the organization.

OFFICE MAX, INC., Itasca, IL (*formerly Boise Cascade Corporation, Boise, Idaho*) (6/2001 – 9/2006)

AUDIT MANAGER

Provided oversight of corporate audits for a \$9B+, publicly-traded Fortune 500 Company. Worked closely with senior management to conduct risk assessment and perform annual audit planning. Responsible for training and developing new staff during a period of rapid increase in headcount.

- Communicated effectively in both verbal and written settings; able to effectively present formally and informally.
- Planned and managed multiple financial, compliance, and operational audits for corporate functions and divisions of the company to analyze risk, ensure compliance, and aid in process improvement.
- Developed and maintained strategic relationships between internal audit function and the organization.
- Worked in cross-functional teams to accomplish team and organizational goals and to identify and resolve problems.

- Facilitated and monitored consolidation and transition of corporate functions to new headquarters.
- Established and executed Sarbanes-Oxley (SOX) standards and compliance process for a division of the company.
- Managed corporate functions' compliance with SOX, Section 404, including training of business and audit staff, monitoring of changes and issues, and testing of controls.
- Coordinated SOX and audit efforts with external auditor, including scope agreement and reliance on internal work.
- Established quarterly risk assessment and monitoring for corporate function for compliance with SOX, Section 302, as well as conducted risk monitoring for multiple divisions of the company.
- Created and led department training team, responsible for defining curriculum for monthly and semi-annual training sessions.
- Coached and developed staff on audit methodology, processes, communication skills, business knowledge, report writing and professional development.

INTERNAL AUDIT ANALYST

Contributed to an audit team that protected assets of an \$8B+, publicly-traded Fortune 500 Company. Worked closely with management and performed audits within manufacturing, wholesale distribution, and corporate functions.

- Assisted in update of department's audit methodology and structured work papers to reflect changes in industry, profession, and regulations. Provided training to department on implementation of changes.
- Conducted compliance, financial and operational audits throughout the company's divisions and corporate functions.
- Communicated project status and results in both verbal and written settings to management and audit clients.
- Participated in development and implementation compliance program for SOX, Sections 302 and 404.

EDUCATION, CERTIFICATION AND RECOGNITION

BS, FINANCE (5/2001)

University of Idaho, Moscow, ID

Financial Management Association Honor Society

AS, BUSINESS ADMINISTRATION (7/1999)

North Idaho College, Coeur d' Alene, ID

Phi Theta Kappa Honor Society

CERTIFIED INTERNAL AUDITOR (5/2006)

IDAHO BUSINESS REVIEW'S "ACCOMPLISHED UNDER 40" AWARD (6/2011)

WOMEN'S AND CHILDREN'S ALLIANCE "TRIBUTE TO WOMEN IN INDUSTRY (TWIN)" AWARD (4/2015)

PROFESSIONAL AND COMMUNITY ACTIVITIES

SOCIETY OF CORPORATE COMPLIANCE AND ETHICS, Member

INSTITUTE OF INTERNAL AUDITORS, Member

ST. JOSEPH'S CATHOLIC SCHOOL, Boise, ID (2014 – Current), Volunteer

FRIENDS OF ZOO BOISE, Boise, ID (2010 – Current) Board Member, 2nd Vice President

GIRAFFE LAUGH EARLY LEARNING CENTERS, Boise, ID (2010 – Current), Volunteer

J.R. SIMPLOT UNITED WAY CAMPAIGN COMMITTEE, Boise, ID, (2010) Campaign Co-Chair

LIONS CLUB INTERNATIONAL, Boise, ID (2002 – Current) Past President, Boise Host Lions Chapter

THE LOG CABIN, LITERACY CENTER FOR IDAHO, Boise, ID, (2008 – 2009) Board Member

THE GLASS SLIPPER PROJECT, Chicago, IL (2005 – 2006) Volunteer

**CONSENT
FEBRUARY 15, 2018**

**IDAHO WWAMI MEDICAL EDUCATION PROGRAM/UNIVERSITY OF WASHINGTON
SCHOOL OF MEDICINE**

SUBJECT

WWAMI Admissions Committee Appointment

REFERENCE

February 16, 2012	Office of State Board of Education confirmed proposed WWAMI Admissions Committee members, Dr. Rodde Cox and Dr. Kelly Anderson to serve a three-year term, renewable once for an additional three-years.
May 20-21, 2015	Office of State Board of Education confirmed proposed WWAMI Admissions Committee member, Dr. Lance Hansen to serve a three-year term, renewable once for an additional three-years.
April 19, 2017	Office of State Board of Education confirmed proposed WWAMI Admissions Committee members, Dr. Robert McFarland and Dr. Jennifer Gray to serve a three-year term, renewable once for an additional three-years.

ALIGNMENT WITH STRATEGIC PLAN

Idaho K-20 Public Education Strategic Plan Goal 2, Innovation and Economic Development, Objective D, Education to Workforce Alignment

BACKGROUND/DISCUSSION

WWAMI Contract dated October 14, 1975, which reads, "The University of Washington's Admissions Committee which reviews Idaho candidates shall include at least one member from Idaho who is mutually acceptable to the Idaho Board and to the University of Washington. The University of Washington will have final authority for acceptance or rejection of Idaho program candidates."

The Idaho WWAMI Admissions Committee consists of four physicians from Idaho who interview Idaho students interested in attending the University of Washington School of Medicine. The members of the Idaho WWAMI Admissions Committee serve three-year terms which are renewable once for an additional three years. The terms of the members are staggered so there are always senior members on the committee. Idaho physicians currently serving on the committee are: Dr. Rodde Cox of Boise, Dr. Lance Hansen of Montpelier, Dr. Robert McFarland of Coeur d'Alene, and Dr. Jennifer Gray of McCall. See committee member terms and rotation schedule in Attachment 2.

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Dr. Rodde Cox of Boise will be replaced by Dr. Cynthia Robison Hayes of Boise.

The Idaho Admissions Oversight Nominating Committee consisting of the first-year Idaho WWAMI Director, the Idaho WWAMI Assistant Dean, Idaho State Board of Education Chief Academic Officer, the Idaho Admissions Committee Chair, and a member of the Idaho Medical Association Committee on Medical Education Affairs, reviewed the curriculum vitae (CV) of Dr. Hayes, taking into consideration, among other things, the desire for a geographically diverse committee membership, and a goal of not having more than one sub-specialist on the committee and unanimously support the appointment as a new member of the Idaho Admissions Committee.

IMPACT

Admissions interviews take place in Boise over two separate weeks January – March. It is imperative that the committee have the full four-person membership in place by July 2018 to allow Dr. Hayes time to orient and train prior to the beginning of interview season in January, 2019.

ATTACHMENTS

Attachment 1-Nomination Letter to ISBOE	Page 3
Attachment 2-Idaho WWAMI Admissions Committee Rotation Schedule	Page 5
Attachment 3-Cynthia Robison Hayes Curriculum Vitae	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho WWAMI Medical Education Program/University of Washington School of Medicine to appoint Dr. Cynthia Robison Hayes to the Idaho WWAMI Admissions Committee effective July 2018.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



December 26, 2017

Matt Freemam
Executive Director
Idaho State Board of Education
650 W. State Street
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Freeman,

The Idaho Admissions Oversight Nominating Committee, consisting of the first-year Idaho WWAMI Director, Idaho WWAMI Assistant Clinical Dean, Idaho Admissions Committee Chair, Idaho State Board of Education's Chief Academic Officer, and a member of the Idaho Medical Association Committee on Medical Education Affairs, have identified the following Idaho Physicians to serve on the Idaho Admissions Committee for the University of Washington School of Medicine for Entering Year 2019.

Dr. Cynthia Robison Hayes is an OB/Gyn physician practicing in Boise, Idaho who will be replacing Dr. Rodde Cox on the committee. Dr. Hayes' term, if approved, will begin July 2018 through June 2021 with a second term from July 2021 through June 2024. Attached, for your review is Dr. Hayes' CV.

Thank you for your serious consideration of Dr. Hayes' nomination and support of the Idaho Admissions Oversight Nominating Committee.

Should you have any questions, please feel free to contact me.

Sincerely,

Mary E. Barinaga, M.D.

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Idaho WWAMI Admissions Committee Membership Rotation Schedule

<i>Interview E-2012</i>			<i>Interview E-2013</i>			<i>Interview E-2014</i>			<i>Interview E-2015</i>			<i>Interview E-2016</i>		
<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>
Kozisek, Chair, ExCom	Final	Final	Jefferson ExCom	1 st	2 nd	Jefferson ExCom	1 st	3 rd	Jefferson ExCom	2 nd	1 st	Jefferson ExCom	2 nd	2 nd
Garwick ExCom	Final	Final	Rousseau Chair, Excom	1 st	2 nd	Rousseau ExCom	1 st	3 rd	Rousseau ExCom	2 nd	1 st	Rousseau ExCom	2 nd	2 nd
Jefferson	1 st	1 st	New: Cox	1 st	1 st	Cox	1 st	2 nd	Cox	1 st	3 rd	Cox	2 nd	1 st
Rousseau	1 st	1 st	New: Anderson	1 st	1 st	Anderson	1 st	2 nd	Anderson	1 st	3 rd	Hansen	1 st	1 st

<i>Interview E-2017</i>			<i>Interview E-2018</i>			<i>Interview E-2019</i>			<i>Interview E-2020</i>			<i>Interview E-2021</i>		
<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>
Jefferson ExCom	Final	Final	Cox ExCom	2 nd	Final	Hansen ExCom	2 nd	1 st	Hansen ExCom	2 nd	2 nd	Hansen ExCom	2 nd	Final
Rousseau ExCom	Final	Final	Hansen Excom	1 st	3 rd	McFarland ExCom	1 st	2 nd	McFarland ExCom	1 st	3 rd	McFarland ExCom	2 nd	1 st
Cox	2 nd	2 nd	McFarland	1 st	1 st	Gray	1 st	2 nd	Gray	1 st	3 rd	Gray	2 nd	1 st
Hansen	1 st	2 nd	Gray	1 st	1 st	New: Hayes	1 st	1 st	Hayes	1 st	2 nd	Hayes	1 st	3 rd

<i>Interview E-2022</i>			<i>Interview E-2023</i>			<i>Interview E-2024</i>		
<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>
McFarland ExCom	2 nd	2 nd	McFarland	2 nd	Final	Hayes ExCom	2 nd	Final
Gray ExCom	2 nd	2 nd	Gray	2 nd	Final	New TBD	1 st	3 rd
Hayes	2 nd	1 st	Hayes ExCom	2 nd	2 nd	New: TBD	1 st	1 st
New: TBD	1 st	1 st	New: TBD	1 st	2 nd	New: TBD	1 st	1 st

Curriculum Vitae

Name	Cynthia Robison Hayes, M.D.
Telephone	Home: (208) 861-8707
Email	hayesc@slhs.org cyndi.hayes@fmridaho.org cyndihayes@me.com
Birth Place	Palo Alto, CA
Home Address	1821 N 19th St. Boise, ID 83702
Undergraduate Education	Stanford University Palo Alto, CA B.A. in Human Biology September 1988 – June 1993
Medical Education	University of Washington School of Medicine Seattle, WA M.D. August 1993 – June 1997
Internship	Union Memorial Hospital Baltimore, MD July 1997 – June 1998
Residency	Union Memorial Hospital Baltimore, MD July 1998 – December 1999 Franklin Square Hospital Center Baltimore, MD January 2000 – June 2001
Faculty Appointments	Clinical Instructor University of Washington Department of Obstetrics and Gynecology 2003 – present
Employment History	Site Medical Manager for Laborist group St. Luke's Regional Medical Center Boise, ID February 2017 - present Laborist

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St. Luke's Regional Medical Center
Boise, ID
April 2013 – present

OB liaison to the Family Medicine Residency of Idaho
Boise, ID
April 2013 - present

Obstetrics and Gynecology Faculty
Family Medicine Residency of Idaho
Boise, ID
September 2008 – March 2013

Physician and Vice-President
Boise OB-Gyn
Boise, ID
August 2001 – August 2008

Awards

2016 - Family Medicine Residency of Idaho award for
“Outstanding OB Consultant”
2012 – Family Medicine Residency of Idaho award for
“Outstanding OB Consultant”
2009 – Family Medicine Residency of Idaho Faculty “Rookie
of the Year” award
2001 – First Place, Franklin Square Hospital Center
Obstetrics and Gynecology Resident Research Day
1998 – Second Place, Union Memorial Hospital Obstetrics
and Gynecology Resident Research Day
1999 – Second Place, Union Memorial Hospital Obstetrics
and Gynecology Resident Research Day
1999 - Berlex Laboratories Best PGY-2 Teaching Resident,
Union Memorial Hospital

Board Certification

Board Certified – American Board of Obstetrics and Gynecology
2003 - present

State Licensure

Idaho 2001 – present

Professional Organizations

Idaho Section Chair
American Congress of Obstetricians and and
Gynecologists, Idaho section Chair
October 2016 - present

Idaho Section Vice-Chair
American Congress of Obstetricians and Gynecologists
October 2013 - September 2016

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Member, Ada County Medical Society

Member, Idaho Medical Association

Fellow, American Congress of Obstetricians and
Gynecologists

Positions Held

Vice Chair

Department of Obstetrics and Gynecology
St. Luke's Regional Medical Center
Boise, ID
February 2017 - present

Chair

Obstetrics and Gynecology Peer Review Subcommittee
St. Luke's Regional Medical Center
Boise, ID
February 2017 - present

Chair, Credentials Committee

St. Alphonsus Regional Medical Center
Boise, ID
2013 - 2014

Credentials Committee Member

St. Alphonsus Regional Medical Center
Boise, ID
2008 - 2013

Department Chair

Department of Obstetrics and Gynecology
St. Alphonsus Regional Medical Center
Boise, ID
February 2006 - February 2008

USMLE Status

Steps 1-3: Passed

Research

1998 – *Evaluation of Efficacy of EMLA Topical Anesthetic
for Neonatal Circumcision*

1999 – *Postpartum Contraceptive Compliance*

2000 – *Accuracy of Prenatal Sonograms in Predicting
Estimated Fetal Weight*

References

Furnished upon request

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SUBJECT

Institution President Approved Alcohol Permits

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Governance/Oversight required through Board policy to assure a safe environment for students conducive to the institutions mission of educating students.

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 December 21, 2017 Board meeting. Since that meeting, Board staff has received twenty-four (24) permits from Boise State University, six (6) permits from Idaho State University and six (6) 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

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BOARD ACTION

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

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APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY December 2017 – March 2018				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
REYCO Systems Christmas Party	Stueckle Sky Center		X	12/05/2017
Story Night with Discovery Center	Student Union Building		X	12/05/2017
Brit Floyd Concert	Morrison Center		X	12/10/2017
The Nutcracker	Morrison Center		X	12/15/2017
Keller Associates Christmas Party	Stueckle Sky Center		X	12/15/2017
Broadway in Boise	Morrison Center		X	12/21/17
Bronco Athletic Association Holiday Party	Gene Bleymaier Football Center	X		1/04/2018
Governor's Dinner	Stueckle Sky Center		X	1/05/20178
Golden Dragon Acrobats	Morrison Center		X	1/06/2018
Aflac Market Kick Off	Stueckle Sky Center		X	1/06/2018
Yagues Wedding	Stueckle Sky Center		X	1/13/2018
Physicians Task Force Meeting	COBE	X		1/18/2018
Annual Agency Awards Banquet	Stueckle Sky Center		X	1/19/2018
Cradlepoint Banquet	Stueckle Sky Center		X	1/24/2018
Cradlepoint SKO Closing Reception	Student Union Building		X	1/25/2018
Comedian Bill Engvall	Morrison Center		X	1/28/2018
Broadway In Boise	Morrison Center		X	1/30/2018
ID Water Quality Workshop	Student Union Building		X	1/30/2018
RedBuilt Sales Celebration	Stueckle Sky Center		X	2/02/2018
Ballet Idaho	Morrison Center		X	2/09/2018
Ballet After Party	Morrison Center		X	2/10/2018
Andrus Lecture on Education Reception	Student Union Building	X		2/12/2018
Opera Idaho	Morrison Center		X	2/16/2018

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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Giesbrecht Wedding	Stueckle Sky Center		X	3/31/2018

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APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY December 2017 – March 2018				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Holiday Open House	Bennion Student Union	X		12/06/2017
Smith Group Christmas Party	Bennion Student Union		X	12/16/2017
College of Arts and Letters New Year's Eve Gala	Stephens Performing Arts Center	X		12/31/2017
Spectra Productions – The Grower Speaker Social	Stephens Performing Arts Center		X	1/17/2018
Statewide	Stephens Performing Arts Center		X	02/22-23/2018
Opportuni-Tea	Rotunda	X		3/03/2018

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APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO 2017 – 2017				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
SAS Talks	IRIC	X		12/07/2017
TVEP Holiday Celebration	Idaho Water Center	X		12/12/2017
College of Engineering Joint Advisory Board Meeting	Idaho Water Center	X		1/26/2019
New Year Gala	Bruce Pitman Center	X		2/17/2018
Silver & Gold Event	Bruce Pitman Center	X		4/05/2018
Latah County Vandal Booster Dinner Auction	Bruce Pitman Center	X		4/28/2018

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PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates

REFERENCE

December 2016	Board approved six (6) provisional certificates for the 2016-17 school year.
February 2017	Board approved seventeen (17) provisional certificates for the 2016-17 school year.
April 2017	Board approved three (3) provisional certificates for the 2016-17 school year.
June 2017	Board denied one (1) provisional certificate for the 2016-17 school year.
October 2017	Board approved four (4) provisional certificates for the 2017-18 school year.
December 2017	Board approved seventeen (17) provisional certificates for the 2017-18 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections 33-1201 and 33-1203, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education
Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

Seven (7) emergency provisional applications were received by the State Department of Education from the school districts listed below. Emergency provisional applications allow a district/charter to request one-year emergency certification for a candidate who does not hold a current Idaho certificate/credential, but who has the strong content background and some educational pedagogy, to fill an area of need that requires certification/endorsement. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

Boundary County School District #101

Applicant Name: Westbrook, Kristina

Content & Grade Range: All Subjects K-8

Educational Level: AA – General Studies 5/2016

Declared Emergency: November 13, 2017, Boundary County School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

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Summary of Recruitment Efforts: Boundary County School District had a teacher resign 10/9/2017 due to family matters. They brought in a long term sub, Ms. Westbrook. She was interested in certification and has enrolled in a program at Lewis Clark State College. She is scheduled to do her student teaching in Fall 2018.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Boundary County School District's request for Kristina Westbrook without reservation.

Emmett School District #221

Applicant Name: Morrison, Shelbi

Content & Grade Range: Special Education Consulting Teacher K-12

Educational Level: MA – Special Education 8/2017, BA – Psychology 6/2011

Declared Emergency: October 12, 2017, Emmett School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Due to an increase in student behavioral concerns and needs in both general and special education, Emmett School District has created a new position called Behavior Intervention Specialist. After review with Dr. Charlie Silva, it was agreed that the responsibilities match that of the Special Education Consulting Teacher endorsement. Dr. Silva confirmed that this endorsement does not allow the candidate to instruct students. She further added that the district and candidate need to familiarize themselves with billing requirements in the School Based Medicaid Handbook and the Idaho Training Clearinghouse.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Emmett School District's request for Shelbi Morrison without reservation.

Idaho Science and Technology Charter School #468

Applicant Name: Lee, Shanna

Content & Grade Range: All Subjects K-8

Educational Level: BA, Health/PE 1992

Declared Emergency: July 10, 2017, Idaho Science and Technology Charter School Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Idaho Science and Technology Charter had 4 vacancies to start the year. Ms. Lee holds a bachelor's degree and is willing to enroll in ABCTE for Summer 2018.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Idaho Science and Technology Charter School's request for Shanna Lee without reservation.

Idaho Science and Technology Charter School #468

Applicant Name: Paxman, Rachelle

Content & Grade Range: All Subjects K-8

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Educational Level: BA, Recreational Management, minor Psychology

Declared Emergency: July 10, 2017, Idaho Science and Technology Charter School Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Idaho Science and Technology Charter had 4 vacancies to start the year. Ms. Paxman holds a bachelor's degree and is willing to enroll in ABCTE for Summer 2018.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Idaho Science and Technology Charter School's request for Rachelle Paxman without reservation.

Joint School District #002

Applicant Name: Kehn, Rebecca

Content & Grade Range: Health 5-9

Educational Level: MA in Teaching, BA - English, currently certified English 6-12

Declared Emergency: December 12, 2017, Joint School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Joint School District #2 received the resignation of a teacher on July 4, 2017. The schedule was filled with current staff. Ms. Kehn was the most qualified. There is no intention of a plan that would lead to a Health endorsement at this time.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Joint School District #002's request for Rebecca Kehn without reservation.

Kimberly School District #414

Applicant Name: Mueller, Rachelle

Content & Grade Range: All Subjects K-8

Educational Level: BS - Radio/TV/Digital Media Prod, minor Art 12/2006

Declared Emergency: July 19, 2017, Joint School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Rachelle was enrolled in ABCTE for the 2016-17 school year, but was unable to complete all of the components. After re-evaluation of her plan she has decided to change to Western Governors University. Unfortunately, she is unable to enroll in the teacher preparation program or obtain a plan until she completes pre-requisite coursework. She will work on pre-requisites this school year and anticipates enrollment for 2018-19 school year in the teacher preparation program.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Kimberly School District's request for Rachelle Mueller without reservation.

Wendell School District #232

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Applicant Name: Mitchell, Danielle

Content & Grade Range: Mathematics 6-12

Educational Level: 42 credits based on August 2017 transcript

Declared Emergency: August 15, 2017, Wendell School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Wendell School District had three interviews. One candidate was certified but took another position within the district. The second applicant was certified but was not a good fit. Ms. Mitchell was the best fit for the district. She is currently enrolled in Western Governors University and will do her student teaching in January of 2019.

PSC Review: The Professional Standards Commission Authorizations Committee met December 12, 2017. The committee recommends Wendell School District's request for Danielle Mitchell without reservation.

IMPACT

If the emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position and funding could be impacted.

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-1201, Idaho Code "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education...." Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years of accredited college training except in occupational fields or emergency situations. When an emergency is declared, the Board is authorized to grant one-year provisional certificates based on not less than two (2) years of college training. The two year minimum requirement could be interpreted to mean the individual has attended a postsecondary institution without regard to the number of credits taken each year, however, the intent of the two year requirement is that the individual attended full time for two or more years. The Board defines a full time student as a student taking 12 or credits (or equivalent) per semester pursuant to Board policy III.P.7. Full-Time Students.

Section 33-512, Idaho Code, defines substitute teachers as "as any individual who temporarily replaces a certificated classroom educator..." Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts may use an individual as a long-term substitute prior to requesting provisional certification for the individual.

The Department receives applications from the school districts for requests for provisional certifications, Department staff then work with the school districts to ensure the applications are complete. The Professional Standards Commission

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then reviews requests for the one-year provisional certificates, and those that are complete and meet the minimum requirements are then brought forward by the Department to the Board for consideration with a recommendation from the Professional Standards Commission.

BOARD ACTION

I move to approve one-year emergency provisional certificates for Kristina Westbrook, Shelbi Morrison, Shanna Lee, Rachelle Paxman, Rebecca Kehn, Rachelle Mueller and Danielle Mitchell to teach the content area and grade ranges at the specified school districts as provided herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to approve a one-year emergency provisional certificate for Kristina Westbrook to teach All Subjects grades kindergarten through eight (8) in the Boundary County School District #101 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Shelbi Morrison to serve as Special Education Consulting Teacher grades kindergarten through twelve (12) in the Emmett School District #221 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Shanna Lee to teach All Subjects grades kindergarten through eight (8) in the Idaho Science and Technology Charter School #468 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Rachelle Paxman to teach All Subjects grades kindergarten through eight (8) in the Idaho Science and Technology Charter School #468 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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I move to approve a one-year emergency provisional certificate for Rebecca Kehn to teach Health grades five (5) through nine (9) in the Joint School District #002 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Rachelle Mueller to teach All Subjects grades kindergarten through eight (8) in the Kimberly School District #414 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Danielle Mitchell to teach Mathematics grades six (6) through twelve (12) in the Wendell School District #232 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Boise State University; Proposed Special Education Director Endorsement Program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures; Section 33-114 and 33-1258, Idaho Code

Idaho Administrative code, IDAPA 08.02.02.100-Official Vehicle for the Approval of Teacher Education Programs

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education

Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

The Standards Committee of the Professional Standards Commission (PSC) conducted a New Program Approval Desk Review of the Special Education Director endorsement program proposed by Boise State University (BSU). Through the comprehensive presentation, the Standards Committee gained a clear understanding that all of the Idaho School Administrator Standards and the Special Education Director Standards would be met and/or surpassed through the proposed program.

During its September 2017 meeting, the PSC voted to recommend Conditional Approval of the proposed Special Education Director endorsement program offered through BSU. With the conditionally approved status, BSU may admit candidates to the Special Education Director endorsement program, and will undergo full approval once there are program completers.

IMPACT

In order to maintain status as an Idaho approved program and produce graduates eligible for Idaho educator certification, BSU must have all new programs reviewed for State Board approval.

ATTACHMENTS

Attachment 1 – BSU Special Education Director New Program
Proposal Packet

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STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the Professional

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Standards Commission (Commission). Recommendations are then brought forward to the Board for consideration. The review process is designed to ensure the programs are meeting the Board approved standards for Initial Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

Current practice is for the Commission to review new programs and make recommendations to the Board regarding program approval. New program reviews are conducted through a "Desk Review" and do not include an on-site review. The Commission review process evaluates whether or not the programs meet or will meet the approved Certification Standards for the applicable certificate and endorsement area. The Commission may recommend to the Board that a program be "Approved," "Not Approved," or "Conditionally Approved." Programs conditionally approved are required to have a subsequent focus visit. The focus visit is scheduled three years following the conditional approval, at which time the Commission forwards a new recommendation to the Board regarding approval status of the program.

Once approved by the Board, candidates completing these programs will be able to apply for a Standard Instructional Certificate with an endorsement in the area of study completed.

BOARD ACTION

I move to accept the Professional Standards Commission recommendation to conditionally approve the Special Education Director endorsement program offered through Boise State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Educational Leadership Program
Boise State University
Dr. Kelly Cross
Program Coordinator
kellycross@boisestate.edu

Special Education Director Endorsement Proposal

Proposal: To provide a program for student candidates to earn a Master degree in Educational Leadership, with an emphasis on special education administration. The Educational Leadership Program at Boise State University recognizes the critical responsibility of school administrators to have a comprehensive understanding of special education. All students enrolled in the Educational Leadership Program learn multiple aspects of special education through readings, Problem-Based Learning activities, and their administrative internship. This proposal offers students the option of earning the special education director endorsement as well as the principal endorsement.

The Boise State University Educational Leadership Program currently satisfies course requirements for a K-12 Principal endorsement. Over the course of the program students complete assignments and provide evidence of their proficiency in the 14 administrative standards. The addition of a special education internship course would provide students the opportunity to gain proficiency in the special education specific standards (5, 10, and 12) as well as the 12 competencies required for the Special Education Director endorsement. The proposed addition takes students down a pathway that focuses on special education administrative responsibilities, knowledge, and skills. Students seeking the Special Education Director endorsement will complete an additional six-credit course that focuses specifically on special education related performance tasks, and provides an opportunity for students to work with an experienced special education administrator. Successful completion of the Educational Leadership Program and proposed endorsement addition, with four years of full-time certified teaching under contract, will allow candidates the opportunity to earn an endorsement for Special Education Director.

Comparison of the Educational Leadership Program (M.Ed.) Principal endorsement and Special Education Director endorsement

Candidates seeking the Principal endorsement only will follow the path of “Principal”, and candidates seeking the Special Education Director endorsement will follow the path of “Special Education Director”. Students seeking the Special Education Director endorsement will be required to take an additional six (6) credits of internship work beyond the principal endorsement coursework in order to complete all requirements for the special education director endorsement. Successful graduates of the Educational Leadership Program (M.Ed.) seeking to add the Special Education Director endorsements must complete the sixth module listed in the Special Education Director path (ED-CIFS 587).

Principal	Special Education Director
ED-CIFS 576 Leadership Foundation: This module emphasizes essential knowledge, skills and dispositions to serve as the foundation for candidates pursuing positions of leadership. Emphasis includes developing conceptual frameworks to lead and manage a) schools and school systems, b) change and improvement, and c) self, others and relationships. Credits: 6	ED-CIFS 576 Leadership Foundation: This module emphasizes essential knowledge, skills and dispositions to serve as the foundation for candidates pursuing positions of leadership. Emphasis includes developing conceptual frameworks to lead and manage a) schools and school systems, b) change and improvement, and c) self, others and relationships. Credits: 6
ED-CIFS 577 Leading Teaching and Learning: This module emphasizes knowledge, skills, and dispositions of an effective instructional leader who is expected to influence, manage, monitor, evaluate, and ensure the quality of curriculum, instruction and assessment. Credits: 6	ED-CIFS 577 Leading Teaching and Learning: This module emphasizes knowledge, skills, and dispositions of an effective instructional leader who is expected to influence, manage, monitor, evaluate, and ensure the quality of curriculum, instruction and assessment. Credits: 6
ED-CIFS 578 Leading System Change: This module provides candidates with the knowledge, skills and dispositions necessary to create and assess school and district cultures, conditions, and capabilities that support high levels of achievement for all students. Credits: 6	ED-CIFS 578 Leading System Change: This module provides candidates with the knowledge, skills and dispositions necessary to create and assess school and district cultures, conditions, and capabilities that support high levels of achievement for all students. Credits: 6

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<p>ED-CIFS 579 Administrative Internship: This module places students in approved partnership school settings. Candidates meet in scheduled classes throughout the internship experience. Individual work plans are developed collaboratively with candidate, administrative mentor, and university advisor. Contracts include required and elective activities, performance outcomes, and reading requirements.</p> <p>Credits: 6</p>	<p>ED-CIFS 579 Administrative Internship: This module places students in approved partnership school settings. Candidates meet in scheduled classes throughout the internship experience. Individual work plans are developed collaboratively with candidate, administrative mentor, and university advisor. Contracts include required and elective activities, performance outcomes, and reading requirements.</p> <p>Credits: 6</p>
<p>ED-CIFS 692 Capstone Project: This module provides the opportunity to apply research methodologies in the context of practice to improve the conditions influencing school or district performance. Projects must demonstrate a positive impact on student learning. Students are required to use qualitative and quantitative research methods appropriate for Master level research. Candidates may utilize internship settings for action research proposals.</p> <p>Credits: 6</p>	<p>ED-CIFS 692 Capstone Project: This module provides the opportunity to apply research methodologies in the context of practice to improve the conditions influencing school or district performance. Projects must demonstrate a positive impact on students learning. Students are required to use qualitative and quantitative research methods appropriate for Master level research. Candidates may utilize internship settings for action research proposals.</p> <p>Credits: 6</p>
	<p>ED-CIFS 587 Special Education Internship: This module asks candidates to complete specific performance tasks associated with management of special education services. Students conduct field work and projects focused on students with disabilities, work with a mentor Special Education Director, and participate in class seminars, readings, and discussions.</p> <p>Credits: 6</p>

SPECIAL EDUCATION DIRECTOR: Standards and Competencies

Standard 5: Priority Management

The administrator organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.

Knowledge 1:

The special education director knows about curriculum, instruction, school activities, and environments to increase program accessibility for students with special needs.

Knowledge 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.

Knowledge 3: The special education director understands how to manage workflow and access resources to meet the needs of staff, students, and parents.

Knowledge 4: The special education director understands the use of technology in referral processes, Individual Education Plan development, and records management.

Performance 1: The special education director advocates for and implements curriculum, instruction, activities, and school environments that are accessible to special populations.

Performance 2: The special education director implements the special education processes and procedures required by federal, state, and school district policies.

Performance 3: The special education director advocates for, seeks, and directs resources to meet staff, student and parent needs.

Standard 10: Instructional Vision

The administrator ensures that instruction is guided by a shared, research-based vision that articulates what students do to effectively learn the subject.

Knowledge 1:

The special education director understands the concept and best practices of least restrictive environment.

Knowledge 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 3-21 to maximize their potential.

Knowledge 3:

The special education director understands the importance of collaboration to provide general education targeted interventions.

Performance 1:

The special education director collaborates with community, staff, and students to explain and implement the concepts and goals of best practices in the least restrictive environment.

Performance 2:

The special education director engages in district planning process that cultivate a shared vision for meeting the needs of all learners.

Standard 12: Continuous Improvement of Instruction

The administrator uses teacher/administrator evaluation and other formative feedback mechanisms to continuously improve teacher/administrator effectiveness. The administrator aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.

Knowledge 1:

The special education director knows instructional and behavioral strategies for meeting the needs of special populations.

Knowledge 2:

The special education director knows how to plan, write, implement, and access Individual Education Programs.

Knowledge 3:

The special education director understands the role of assistive and adaptive technology and related services in instruction.

Knowledge 4:

The special education director understands community-based instruction and experiences for students.

Knowledge 5:

The special education director understands how to use data to determine instructional needs and to develop professional training to meet those needs.

Knowledge 6:

The special education director understands statewide assessment policies.

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.

Performance 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.

Performance 3:

The special education director ensures the fulfillment of federal and state requirements related to the instruction and assessment of special populations.

Competencies:

1. Concepts of Least Restrictive Environment
2. Post-School Outcomes and Services for Students with Disabilities Ages 3-21
3. Collaboration Skills for General Education Intervention
4. Instructional and Behavioral Strategies
5. Individual Education Programs (IEPs)
6. Assistive and Adaptive Technology
7. Community-Based Instruction and Experiences
8. Data Analysis for Instructional Needs and Professional Training
9. Strategies to Increase Program Accessibility
10. Federal and State Laws and Regulations and School District Policies
11. Resource Advocacy
12. Technology Skills for Referral Processes, and Record Keeping

Boise State University Program: Educational Leadership Dual Program Principal and Special Education Director Endorsement		
Key Indicators Specific to Content Standards and Competencies	Coursework or Equivalent Experience	Artifacts and Performance Assessments
Standard 5: Priority Management The administrator organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.		
Knowledge 1: <i>The special education director knows about curriculum, instruction, school activities, and environments to increase program accessibility for students with special needs.</i> Competency 9: Strategies to Increase Program Accessibility	ED-CIFS 576 ED-CIFS 577 ED-CIFS 578 ED-CIFS 587	PBL #2: Refugee and Special Education: RtI process, and ELL considerations PBL # 4: Evaluations and Unsatisfactory Performances PBL #5: Professional Development and Beyond, includes PD for special education staff PBL #8: Six Scenarios of Special Education Critical Inquiry Research Project Accessibility Assessment
Knowledge 2: <i>The special education director understands the special education processes and procedures required by federal and state laws and regulations and by school district policies.</i> Competency 10: Federal and State Laws and Regulations and School District Policies	ED-CIFS 578 ED-CIFS 587	PBL #8: Six Scenarios of Special Education Special Education Law Webinar Special Education Scavenger Hunt Special Education File Review
Knowledge 3: <i>The special education director understands how to manage workflow and access resources to meet the needs of staff, students, and parents.</i> Competency 9: Strategies to Increase Program Accessibility	ED-CIFS 587	Workforce Innovation Opportunity Act IDEA Part B Application General Fund Budget Review Critical Inquiry Research Project
Knowledge 4: <i>The special education director understands the use of technology in referral processes, Individual Education Plan</i>	ED-CIFS 587	Assistive Technology State Project Special Education File Review

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<i>development, and records management.</i> Competency 12: Technology Skills for Referral Processes and Record Keeping		
Performance 1: <i>The special education director advocates for and implements curriculum, instruction, activities, and school environments that are accessible to special populations.</i> Competency 9: Strategies to Increase Program Accessibility Competency 11: Resource Advocacy	ED-CIFS 587	Accessibility Assessment IDEA Part B Application Critical Inquiry Research Project
Performance 2: <i>The special education director implements the special education processes and procedures required by federal, state, and school district policies.</i> Competency 10: Federal and State Laws and Regulations and School District Policies	ED-CIFS 578 ED-CIFS 587	PBL #8: Six Scenarios of Special Education Special Education Scavenger Hunt Special Education File Review Special Education Law Webinar Resource Manual Section 6: Effective Policies and Procedures
Performance 3: <i>The special education director advocates for, seeks, and directs resources to meet staff, student and parent needs.</i> Competency 11: Resource Advocacy	ED-CIFS 587	IDEA Part B Application Critical Inquiry Research Project General Fund Budget Review
Standard 10: Instructional Vision The administrator ensures that instruction is guided buy a shared, research-based vision that articulates what students do to effectively learn the subject.		
Knowledge 1: <i>The special education director understands the concept and best practices of least restrictive environment.</i> Competency 1: Concepts of Least Restrictive Environment	ED-CIFS 578 ED-CIFS 587	PBL #8: Six Scenarios of Special Education Special Education Scavenger Hunt
Knowledge 2: <i>the special education director understands the importance of post-school</i>	ED-CIFS 587	Workforce Innovation Opportunity Act Assistive Technology State Project

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<i>outcomes and articulates a full range of services and supports for students with disabilities ages 3-21 to maximize their potential.</i> Competency 2: Post-School Outcomes and Services for Students with Disabilities Ages 3-21		Accessibility Assessment General Fund Budget Review
Knowledge 3: <i>The special education director understands the importance of collaboration to provide general education targeted interventions.</i> Competency 3: Collaboration Skills for General Education Intervention	ED-CIFS 579 ED-CIFS 692 ED-CIFS 587	Administrative Internship Critical Inquiry Research Project Resource Manual Section 11: Leadership and Management
Performance 1: <i>The special education director collaborates with community, staff, and students to explain and implement the concepts and goals of best practices in the least restrictive environment.</i> Competency 1: Concepts of Least Restrictive Environment	ED-CIFS 578 ED-CIFS 587	PBL #8: Six Scenarios of Special Education Special Education Scavenger Hunt Resource Manual Section 11: Leadership and Management
Performance 2: <i>The special education director engages in district planning process that cultivate a shared vision for meeting the needs of all learners.</i> Competency 8: Data Analysis for Instructional Needs and Professional Training Competency 9: Strategies to Increase Program Accessibility Competency 11: Resource Advocacy	ED-CIFS 579 ED-CIFS 692 ED-CIFS 587	Administrative Internship Critical Inquiry Research Project Resource Manual Section 11: Leadership and Management
Standard 12: Continuous Improvement of Instruction The administrator uses teacher/administrator evaluation and other formative feedback mechanisms to continuously improve teacher/administrator effectiveness. The administrator aligns resources, policies, and procedures toward continuous improvement of		

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instructional practice guided by the instructional vision.		
Knowledge 1: <i>The special education director knows instructional and behavioral strategies for meeting the needs of special populations.</i> Competency 4: Instructional and Behavioral Strategies	ED-CIFS 587	Critical Inquiry Research Project SESTA Training Resource Manual Section 5: Integrated Monitoring Activities
Knowledge 2: <i>The special education director knows how to plan, write, implement, and access Individual Education Programs.</i> Competency 5: Individual Education Programs (IEPs)	ED-CIFS 587	Special Education File Review Special Education Scavenger Hunt Resource Manual Section 13: The Special Education Process
Knowledge 3: <i>The special education director understands the role of assistive and adaptive technology and related services in instruction.</i> Competency 6: Assistive and Adaptive Technology	ED-CIFS 587	Special Education Scavenger Hunt Assistive Technology State Project Accessibility Assessment
Knowledge 4: <i>The special education director understands community-based instruction and experiences for students.</i> Competency 7: Community-Based Instruction and Experiences	ED-CIFS 587	Workforce Innovation Opportunity Act
Knowledge 5: <i>The special education director understands how to use data to determine instructional needs and to develop professional training to meet those needs.</i> Competency 8: Data Analysis for Instructional Needs and Professional Training	ED-CIFS 587	Special Education File Review Critical Inquiry Research Project Resource Manual Section 7: Data on Processes and Results
Knowledge 6: <i>The special education director understands statewide assessment policies.</i> Competency 4: Instructional and Behavioral Strategies Competency 8: Data Analysis for Instructional Needs and Professional Training	ED-CIFS 587	Special Education File Review Special Education Law Webinar Resource Manual Section 6: Effective Policies and Procedures Resource Manual Section 12: OSEP Guidance Topics on Special Education Issues

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Competency 10: Federal and State Laws and Regulations and School District Policies		
Performance 1: <i>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.</i> Competency 4: Instructional and Behavioral Strategies	ED-CIFS 587	Workforce Innovation Opportunity Act General Fund Budget Review Critical Inquiry Research Project Resource Manual Section 11: Leadership and Management
Performance 2: <i>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.</i> Competency 5: Individual Education Programs (IEPs)	ED-CIFS 587	Workforce Innovation Opportunity Act Special Education File Review Special Education Scavenger Hunt Resource Manual Section 7: Data on Processes and Procedures
Performance 3: <i>The special education director ensures the fulfillment of federal and state requirements related to the instruction and assessment of special populations.</i> Competency 10: Federal and State Laws and Regulations and School District Policies	ED-CIFS 587	Special Education Scavenger Hunt Special Education File Review Special Education Law Webinar

Conceptual Framework
Boise State University College of Education

Boise State University strives to develop knowledgeable educators who integrate complex roles and dispositions in the service of diverse communities of learners. Believing that all children, adolescents, and adults can learn, educators dedicate themselves to supporting that learning. Using effective approaches that promote high levels of student achievement, educators create environments that prepare learners to be citizens who contribute to a complex world. Educators serve learners as reflective practitioners, scholars and artists, problem solvers, and partners.

Educational Leadership Mission

The mission of the Boise State University Educational Leadership Program is to develop leaders who demonstrate the outward capabilities and the inward commitment to create schools where all students learn to high levels.

Conceptual Framework

The Educational Leadership Program is built upon an understanding that Educational Leadership is the privilege to exercise significant and responsible influence. It is a critical intrapersonal and communal process that is transformative on a personal and organizational level. Such an understanding of leadership necessitates the following working assumptions:

- Public school leaders in a pluralistic, democratic society have a moral obligation to ensure an equitable and excellent education for all students.
- Educational leaders nurture and sustain processes and structures that lead to the improvement of schools as places for learning.
- Educational leaders encourage authentic involvement, as well as create and support opportunities for collaboration and community-building.
- Educational leaders commit to critical reflection of practices in their schools and promote inquiry as a professional responsibility.
- Educational leaders understand the link between teaching and learning and exercise agency to influence the instructional core.

National and global cultural, economic, ecological and technological changes are transforming both the nature of the students served by our schools and the range of opportunity available to young people as they complete their formal education. United States society is increasingly diverse – ethically, linguistically, and culturally. Schools have not adequately built upon the strengths or addressed the problems such diversity presents. Moreover, they have not historically been successful in overcoming barriers to achievement that are correlated to socioeconomic class, race, gender, geography, or disabilities.

Federal policy, state standards, increasing pressure for stakeholder choice and accountability represent key issues faced by school leaders that were not a significant part of the educational landscape in recent past.

For these reasons and others, the Educational Leadership Program is centered on the belief that a new generation of educational leaders is needed to address the challenges confronting contemporary public schools. The mission of the Educational Leadership Program is to develop leaders with the capabilities and commitment to lead schools where all students succeed. To realize this purpose, such leaders must develop the ability to confront historical problems and contradictions within the system, maintain innovation and serves the individual and public good, and transform cultures and structures to create conditions where learning is the focus for students and professionals, as well as the system itself.

Proposed Special Education Director Endorsement

The Educational Leadership Program currently prepares candidates for school administration, and satisfies course requirements for a Principal endorsement. The addition of a special education internship will provide candidates the option of earning an endorsement as a Special Education Director. The proposed Special Education Director endorsement will be incorporated into the Boise State University Educational Leadership Program, framework, and curriculum. The Special Education Director endorsement requires that candidates have the knowledge and performance skills in 11 of the 14 state standards for school administrators. Three of the 14 administrative standards are modified to address specific responsibilities of a special education director. In addition to the three modified standards, the endorsement for special education director also requires proficiency in 12 competencies. (see “Standards and Competencies”).

This proposal describes how these three standards and 12 competencies specific to the Special Education Director endorsement are addressed through the current Educational Leadership Program and with the addition of a sixth module. This additional six-credit module (Special Education Internship) provides the opportunity for students to demonstrate proficiency in the specific standards, competencies and related skills required of the Special Education Director endorsement.

Program Structure

The Educational Leadership Program begins a new cohort of students each Fall semester. Leadership candidates complete five 6-credit modules, one each semester for five consecutive semesters. Students seeking the Special Education Director endorsement will complete a sixth 6-credit course. During the academic year, the cohort meets one night each week and one Saturday each month.

Cohort

Today’s leaders face the challenge of building collaborative communities of practice in which professional use the collective expertise to address common challenges for a common purpose. A cohort design engenders the formation of a community of practice providing a first-hand experience for leadership candidates who will need to facilitate such a context for learning

in schools they will served. Up to 25 students per section are selected each year to participate in the Educational Leadership Program. The group size is purposely limited to ensure the quality of student/faculty interaction. Students participate in the entire program together; no new students are admitted once the cohort is formed. Rapport and trust is established among the candidates, which fosters a collaborative and supportive context for networking, challenging and testing assumptions, as well as effectively managing conflict and differences of opinion.

Faculty

Coursework is facilitated by Teaching Teams composed of Boise State University faculty and exemplary practicing school and community leaders. All faculty members have experience as school administrators.

Curriculum

Curriculum is organized as a series of instructional modules designed to encourage the integration of theory, research, and practice. A problem-based approach utilizing case studies of fictional, but realistic school settings provides students with a more authentic environment within which to solve problems of practice. Field experiences are a component of each instructional module. Teaching Teams have the responsibility to facilitate learning experiences that encourage reflection on critical issues related to the guiding principals and six broad curricular modules: Leadership Foundations, Leading Teaching and Learning, Leading Systems, Internship, Capstone, and a Special Education Internship. A brief description of the modules follows:

Coursework

ED-CIFS 576 Module 1: Leadership Foundations. This module emphasizes essential knowledge, skills, and dispositions to serve as the foundation for candidates pursuing positions of leadership. Emphasis includes developing conceptual frameworks to lead and manage 1) schools and school systems, 2) change and improvement, and 3) self, others and relationships. The concepts introduced in this module form the basis for reflection and application throughout the program.

ED-CIFS 577 Module 2: Leading Teaching and Learning. This module emphasizes the knowledge, skills, and dispositions of an effective instructional leader who is expected to influence, manage, monitor and ensure the quality of curriculum, instruction, and assessment. Students reflect on and practice the state identified teacher evaluation process to gain proficiency in the Framework for Teachers.

ED-CIFS 578 Module 3: Leading System Change. This module emphasizes the knowledge, skills, and dispositions necessary to create school and organizational conditions and capabilities that support deep levels of learning for all students. A service learning component, in which students work with an at-risk population they

are not familiar with, is integrated into the coursework. Students participate in a minimum of 20 hours, write a reflection paper, and create a poster for exhibit. This is a service-learning designated course.

ED-CIFS 579 Module 4: Internship. This module is an extensive field experience in which students engage in carefully planned activities with their mentor principal or supervisor. Internship activities are coordinated as much as possible with the typical cycle of activities in a school year. Students conduct an Ethnographic Sketch of their internship site to gain a deeper understanding of the site culture.

ED-CIFS 692 Module 5: Capstone. This module is the execution of substantial exercise that demonstrates the ability to successfully and independently carry out a professional activity, similar to what is encountered in the professional workplace. Students are required to complete a Critical Inquiry Research Project that demonstrates influence on the improvement of teaching and learning.

ED-CIFS 587 Module 6: Special Education Internship. This module focuses specifically on the duties and responsibilities related to a special education director. Students study current state and federal law pertaining to special education, budget, and data analysis, and engage in authentic field work under the supervision of a current or former special education director and university supervisor.

The following themes and topics are integrated into the preceding modules: Leadership and Self; Moral and Ethical Dimensions of Leadership; Execution of Leadership – Theories of Action; Distributed and Shared Leadership; Supervision of Instruction; Teacher Evaluation; School Finance; School Law; Understanding Change; Developing Cultures for Learning; Curriculum and Instruction; Culturally and Linguistically Diverse Students; Special Education; Moral and Political Dimensions of Schooling and Education; Building Relationships; and Purposes of Public Education in a Democratic Society.

SPECIAL EDUCATION ENDORSEMENT

Assignments for ED-CIFS 587

Special Education Internship

Workforce Innovation Opportunity Act:

Students will discuss, analyze and summarize the WIOA in a comprehensive written summary. Students will describe services provided as well as eligibility for out of school youths and adults. A rubric will be used to evaluate understanding of the WIOA in regard to post-school outcomes.

Critical Inquiry Project:

Students will conduct a critical inquiry research focused on an authentic problem of practice that impacts students with disabilities. Research includes a review of literature, data collection and analysis, development of a strategic action plan to improve student learning, as well as an evaluation measure to determine effectiveness of the action plan. A rubric will be used to assess thoroughness of the critical inquiry research.

IDEA Part B Application:

Students will review and complete an IDEA Part B application and have their application reviewed by a special education director for accuracy and feedback. A rubric will be used to evaluate application accuracy.

Special Education Scavenger Hunt:

Students will review the Idaho Special Education Manual, Part B IDEA Indicators (compliance and performance), and the Statewide School Improvement Plan (SSIP) by completing an information-based scavenger hunt. The completed Scavenger Hunt will be assessed by the instructor for accuracy.

Assistive Technology State Project:

Students will search through the Idaho Assistive Technology Project website, attend an Assistive Technology Project meeting and/or visit the Assistive Technology Project library. Students will create a matrix or visual representation and written summary of the assistive and adaptive services for students with disabilities.

Special Education File Review:

Students will review three (3) special education files pertaining to eligibility and IEP and rate those files against a compliance checklist provided by the Idaho State Department of Education. Students will describe identified patterns, and indicate how this information should be shared with the Idaho State Department of Education. Results of the file review and recommendations will be assessed by the course instructor.

Special Education Law Webinar:

Students will participate in a webinar based training related to Section 504, Americans Disability Act (ADA) and non-discrimination obligations.

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General Fund Budget Review:

Students will review the yearly General Fund Budget allocation to special education and create a visual representation of the budget. The course instructor will assess the visual for thoroughness and accuracy of allocated funds.

Accessibility Assessment:

Students will analyze a district's website for ease of accessibility and for ADA requirements. Included in the assessment students will list any recommended changes and/or positive acknowledgments.

SESTA Training:

Students will participate in a minimum of one (1) special education regional training offered by the Idaho State Department of Education, or Special Education Statewide Support and Technical Assistance (SESTA). Students will determine which training is appropriate for their needs.

Resource Manual: Director Resource Guide: Understanding Special Education General Supervision

PBL Descriptions:

PBL #1: Leadership

Through this Problem-Based Learning (PBL) scenario, students identify effective leadership characteristics through readings and personal experience. They identify key traits, and compare these traits with business leadership skills.

PBL #2: Refugee and Special Education Populations

In small groups, students work through a fictitious Problem Solving Intervention Team (PSIT) scenario regarding refugee students with learning disabilities. Students go through the steps from initial PSIT meeting to developing an exit profile. Information regarding the students is provided to the students intermittently throughout the process to mimic the actual process of receiving test scores and student information.

PBL #3: Cheating Scandal

Students work collaboratively in small groups to determine what steps the principals should take when a testing scandal occurs in the school. To assist students through this learning process they reading several articles related to past and current testing scandals in schools. In addition, students read through the Professional Standards Commission Code of Ethics. As a group, students identify how to handle the media, parent concerns, teacher discipline, and an upcoming test audit related to test security.

PBL #4: Evaluations and Unsatisfactory Performance

In small groups, students work through a fictitious scenario in which they are the principal and observe that a teacher is not performing satisfactorily. Students work through the process of gathering sufficient evidence of substantive problems with the teacher's performance, and correctly following all procedures detailed in the state law and master contract. To deepen students' knowledge and understanding, students study 1) the legal grounds for which continuing contract teachers can be dismissed, 2) supervising and evaluating under-performing teachers in order to help them improve their professional performance, 3) gather appropriate documentation to use in working with an unsatisfactory teacher, and 4) understand due process.

PBL #5: Professional Development and Beyond

In this PBL, students assess the needs of students, staff and parent community in a fictitious school in order to develop appropriate professional development. Students conduct a gap analysis to determine how to address the identified need, and they will also create a plan to close the gap. Students are asked to consider "buy in" from parent community, resources and cost. Information related to the school

and its demographics, culture, district expectations and current instructional and achievement status is periodically provided to students. Guiding questions and provided school information will lead students to understand the process of developing appropriate and effective professional development. Through this PBL, students develop the following products:

1. Identify current initiatives and priorities in a school or district.
2. List the current and pending state and federal initiatives, laws, etc. that may impact education.
3. Create and/or find a tool that will assess what your teachers need in the way of professional development, including teachers of special education.
4. Create and/or find a tool that will assess what your parents need to support their children with school curriculum, district priorities, etc.
5. Create a document that explains the principal's role in the creation of the above products.
6. Create a document that articulates the principal's role in helping students become college and career ready.
7. Write a professional development plan for the entire school year. It must include the following components:
 - a. Dates, times, and topics for the entire year
 - b. Who will teach, assist, and lead the PD?
 - c. List materials needed with a description of how they will be funded
 - d. Determine if refreshments will be provided, and how they will be funded
 - e. Include a parent education component
 - f. Include a way to monitor/assess the effectiveness of the PD plan

Student work together, with input from instructors, to learn effective strategies to develop professional development.

PBL #6: Who to Hire

In small groups, students read through fictitious job applications of two candidates seeking a teaching job. Acting as principal of the school, students discuss and work through the following questions regarding teacher selection process:

1. On the basis of information provided, what do they consider to be key strengths and limitations of each candidate? Why?
2. What are the main criteria an administrator should use in selecting a teacher to hire? What are the criteria based upon? Which criteria receive top priority?
3. Why is it difficult to remain completely objective in the process of selecting a teacher to hire? What factors interfere with objectivity?
4. Which teacher would they select, and why?

Students also compare their responses to current procedures and criteria used in their own district.

PBL #7: Collaboration Woes

Students work through a scenario in which a new principal has created a School Leadership Team to assist with decision-making and communication. The effort brings poor result and the staff becomes very disgruntled. Students work through the events leading up to the negative feelings, and determine how to address the problem, as well as how to avoid such results. Through collaborative discussions, students consider:

1. Prioritization of complaints given to the principal.
2. What strategy the principal should use to resolve the negative feelings and make the situation fair to all staff members?
3. What are the positive and negative points of using a committee to communicate and make school-wide decisions?

PBL #8: Special Education Objectives

In small groups, students work together to research, understand, and present information related to: 1) Special education terms such as accommodation vs. modification, and intervention; 2) Which team members must be present in an IEP meeting, and what teams are required by IDEA; 3) procedures for student eligibility for special education, 4) the difference between FBA and BIP and what these terms mean; and 5) note taking and procedures for effective IEP meetings. In addition, the instructor and mentor discuss with the cohort the importance of detailed and accurate documentation and reliable confidentiality and the potential consequences that may occur without such documentation.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY ANNUAL PROGRESS REPORT AND TOUR	Information Item
2	IDAHO DIGITAL LEARNING ACADEMY - ANNUAL REPORT	Information Item
3	IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND - ANNUAL REPORT	Information Item
4	IDAHO PUBLIC CHARTER SCHOOL COMMISSION - ANNUAL REPORT	Information Item
5	TEACH FOR AMERICA UPDATE	Information Item
6	APPLY IDAHO UPDATE	Information Item
7	2018 LEGISLATIVE UPDATE	Information Item
8	STATE BOARD OF EDUCATION STRATEGIC PLAN	Motion to Approve
9	HIGHER EDUCATION TASK FORCE – IMPLEMENTATION UPDATE	Information Item
10	PUBLIC SCHOOLS ACCOUNTABILITY - TRAJECTORY GROWTH MODEL	Motion to Approve
11	WESTSIDE SCHOOL DISTRICT – MASTER TEACHER PREMIUM PLAN	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 14, 2018

BOISE STATE UNIVERSITY

SUBJECT

Boise State University Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objectives A, Access and C, Higher Level of Educational Attainment.

Goal 4: Effective and Efficient Educational System, Objective B, Alignment and Coordination.

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for Boise 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.

This year's report also includes an update on Program Prioritization efforts at Boise State, per the Board's request.

IMPACT

Boise State University's strategic plan drives the University's planning, programming, budgeting and assessment cycles and is the basis for the institution's annual budget requests and performance measure reports.

ATTACHMENTS

Attachment 1 – BSU February 2018 Progress Report Summary

Page 3

BOARD ACTION

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

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Boise State University Progress Report
February 2018

Strategic Plan Implementation

The goals and strategies of our strategic plan, *Focus on Effectiveness 2012-2018*, provide the blueprint by which we are deliberately and methodically attaining our vision to become a Metropolitan Research University of Distinction. We have made substantial progress in a number of areas. The information included herein is intended to illustrate some examples of our progress.

Goal #1: “Create a signature, high-quality educational experience for all students.”

Foundational Studies Program:

In fall, 2012, Boise State began implementation of our Foundational Studies Program (FSP). The program completely restructured the way we deliver general education by providing a connected, multidisciplinary framework of learning from freshman year through senior year. The FSP is organized around 11 University Learning Objectives (ULOs) that every Boise State graduate will be expected to meet, regardless of major. Importantly, the ULOs align well with the types of skills and knowledge sought by employers: written and oral communication, problem solving, critical thinking, teamwork, and ethics.

In the fall of 2016, four years after the implementation of the FSP, we undertook an extensive review and revision of the program so as to ensure it is of the quality and relevance necessary to befit a “signature, high-quality educational program.” The following are the key changes that will be implemented beginning in Fall 2018:

- We are providing the funding necessary to ensure that sections of our University Foundations (UF) 100 course are taught primarily by tenured or tenure-track faculty members and that they are of a smaller size. It is important that the course is taught by the very best of our faculty members and that students have a greater opportunity to create connections with those faculty members.
- We have reoriented the UF 100 course to be embedded in the colleges (instead of centrally located), which will create much more connection of the course to the disciplines of the faculty members teaching them.
- We have substantially increased oversight and assessment of the program provided by the Faculty Senate.
- We are dedicating substantial resources to professional development of faculty members involved in teaching FSP courses.
- We are working to improve the perception of the program, especially among students. Students should fully understand and appreciate the purpose and the relevance of the coursework in the program.

Program Assessment Reporting

Key to the quality of our educational experience is the system by which we assess and then improve our educational programs. Importantly, it is the assessment and improvement of academic programs that is also a key emphasis of our regional accrediting body. One outgrowth

of our Program Prioritization efforts was a complete revamp of our methodology for “program review.” One of the three primary components of our new Integrated Review of Academic Programs is our use of Program Assessment Reports (PARs) in which all programs indicate how they assess student learning in the program, the results of such assessment (i.e., how well students are achieving the intended learning outcomes of the program), and improvements to curricula and pedagogy that have been informed by assessment of learning. We also use a rigorous peer-review process in which programs receive feedback on their PARs from faculty outside the program. In 2016-17, 51 programs (26 undergraduate and 25 graduate) submitted PARs. Ninety-four percent of programs received high ratings from peer reviewers on their articulation of outcomes, and 84% received high ratings on the actions taken or planned as a result of learning outcomes assessment.

New Academic Programs

Six new academic programs have been approved since our last update to the board. Four of those are online and are described under Goal 4 below. The other two are face-to-face programs:

- A new BA in Special Education will help to address a critical shortage of special education teachers in both Idaho and nationwide. The program was designed specifically to meet the needs of individuals who are currently working in the field of special education as paraprofessionals or other similar roles and have a desire to complete an undergraduate degree and obtain teacher certification. It will also provide an excellent pathway for students who decide on special education relatively late in their careers and those who want to pursue more than one field (e.g., psychology and special education).
- A new BS in Engineering differs from existing baccalaureate engineering programs by not having a specific disciplinary focus such as mechanical engineering or electrical engineering or civil engineering. Instead, students who earn this degree will have the flexibility to incorporate an interdisciplinary curriculum tailored to students’ professional goals. Graduates will have a fundamental engineering background (and so will be able to “think like an engineer”) and will also have a professional focus, creating a potent interdisciplinary mix. For example, add marketing courses and create a sales engineer; add supply chain management courses and create an industrial engineer; or add sociology or global studies or economics courses and create an international development engineer.

The School of the Arts (SoA) will facilitate cross-disciplinary initiatives among the three participating departments: Art; Music; and Theater, Film, and Creative Writing.

- SoA has created new interdisciplinary baccalaureate programs in three areas: Film and Television, Narrative Arts, and Creative Writing (all currently awaiting program approval).
- SoA created a new minor in Arts Entrepreneurship, which is the first step in ensuring our graduates in the arts are well prepared to enter a career in the arts.
- In the next phase of SoA development, we will work to revitalize programs that have been constrained by traditional disciplinary bounds. Two examples:
 - Music Composition students will have opportunities to collaborate on new work in film, TV, dance, and video gaming. They will see firsthand the ways their skills can elevate projects beyond their most immediate discipline, and be able to envision how they might put their skills to work in the commercial sector when they graduate.

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- Art education students will be encouraged to understand how their skills are relevant beyond K-12 classrooms, thereby enhancing community engagement projects with non-profit partners.

The Beyond the Major initiative will provide our students with experiences and skills that will increase their success in careers following graduation. Key aspects of this initiative include:

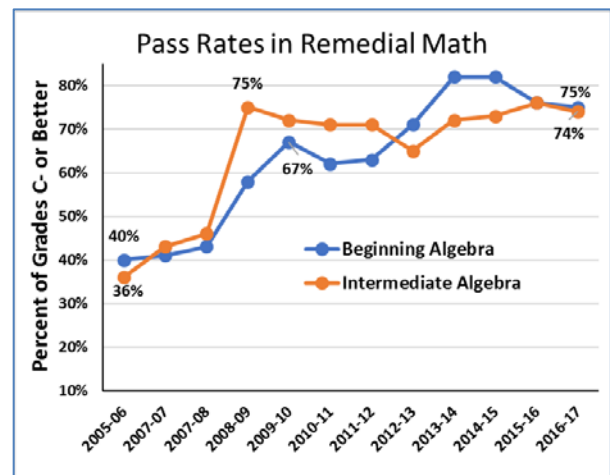
- Increasing opportunities for students to gain experience beyond the typical curriculum of the major, for example, with internships, co-ops, and study abroad.
- Modifying curriculum in existing degree programs to ensure that our existing degrees provide skills and knowledge that are translatable to post-graduate life. Examples would be to require experiential learning (e.g., internships or senior design coursework) or to require acquisition of specific translatable skill sets (e.g., foreign language or technical skills).
- Creating pathways outside of majors that help prepare our students for specific careers with relevant translatable skills and knowledge. Examples include certificates, badges, and minors that certify the acquisition of competencies of direct value to potential employers.
- Ensuring that students are fully aware of the translatable value of what the skills and knowledge they acquire in our programs. Alumni are often able to describe the key aspects of their degree programs that were of profound value; however, our existing students (and sometimes our faculty) are too often unaware of those aspects.
- Redesigning departmental websites to illuminate career pathways and associated beyond the major opportunities that enhance degree programs.

Goal #2: “Facilitate the timely attainment of educational goals of our diverse student population.”

Our work on increasing student success began years before our strategic plan was written. In 2005, we created a Freshman Success Task Force (FSTF) to address unacceptably low retention and graduation rates. Analyses by our Office of Institutional Research determined that early academic success is key. That is, students with higher first semester grade point average were more likely to be retained and to graduate.

As a result, we undertook a number of initiatives to increase early academic success of our students. Three initiatives were especially important in increasing student success. We were especially pleased to be recognized for our work in this area by the Association of Public and Land Grant Universities (APLU). Boise State was **one of only five** in the nation recognized as a finalist for APLU’s Degree Completion Award.

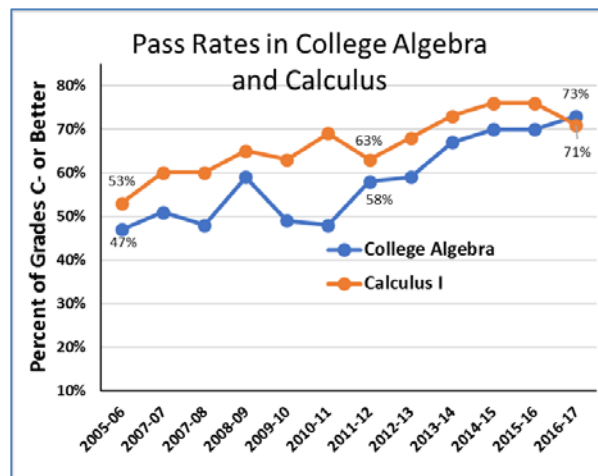
Reform of Math remediation. In 2008, the Math Learning Center (which oversees lower-level math courses) changed the instructional model from a pure emporium approach (in which students were not scheduled for class time) to a structured



scheduled, face-time model in which students received appointments for a self-paced computer lab experience where peer and non-peer tutors provided help. Change continued into Fall 2009 with (i) implementation of a different software package, (ii) a focus on Math problem solving, (iii) identification of specific Math skills that students needed to master, (iv) use of software to intervene if students were not engaged.

The accompanying graphs show the remarkable success of our efforts to reform mathematics, and to thereby increase the early academic success of our students.

- Pass rates in remedial math classes have doubled since the implementation of the changes.
- Pass rates in College Algebra began increasing soon after reforms to remedial math courses, likely because of the increased effectiveness of remedial math classes.
- Perhaps the most important metric is success in subsequent mathematics courses. The percent of Math 25 students who go on to pass at least one additional math class has increased from under 57% to 70% over the last six years.



Reform of English course placement and remediation. Prior to 2009, (i) placement into English composition classes used cut-scores based either on SAT/ACT tests or COMPASS test scores and (ii) students who did not place into English 101 Composition placed into English 90 Remedial English, a course that had three semester credits of load but which awarded no academic credit. In 2009, the First Year Writing Program at BSU developed “The Write Class” placement algorithm, which uses self-assessment, review of targeted courses, high school GPA, standardized test scores, and additional external factors to give students a customized course match.

In the same year, a new co-remediation course, known as English 101+, was developed. Students who placed in the non-credit English 90 were now placed into standard English 101 sections, but attended a required additional one-hour writing studio with the same instructor (hence the “+” of “English 101+”).

As a result, repeat rate for English Composition has dropped from 13% to 5%. In addition, whereas previously 51% of students entering English 90 had passed English 102 within five semesters, now 66% of students entering English 101+ pass English 102 the very next semester.

Implement Learning Assistants Program. We launched our Learning Assistant Program in the Fall 2011 semester with funding from the National Science Foundation. Unlike traditional tutors who typically work outside the classroom context and who focus on helping students pass tests, our Learning Assistants hold facilitated study sessions outside of class to facilitate discussion of course content and to serve as a catalyst for group problem-solving.

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Over the past year, the program supported 33 courses with 112 LAs and served 7,991 enrolled students. In addition to STEM courses, new CCI funding allowed the program to incorporate classes in the arts and humanities including those in Philosophy, English, Criminal Justice, and Music.

The accompanying figure shows the success of the program. Those students who participate in the program (define as attending three or more sessions during the semester) have significantly higher pass rates and higher average grades than non-participants.

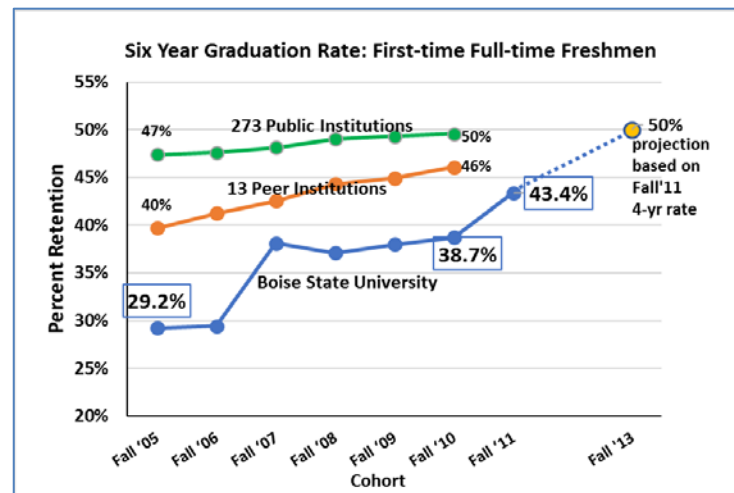
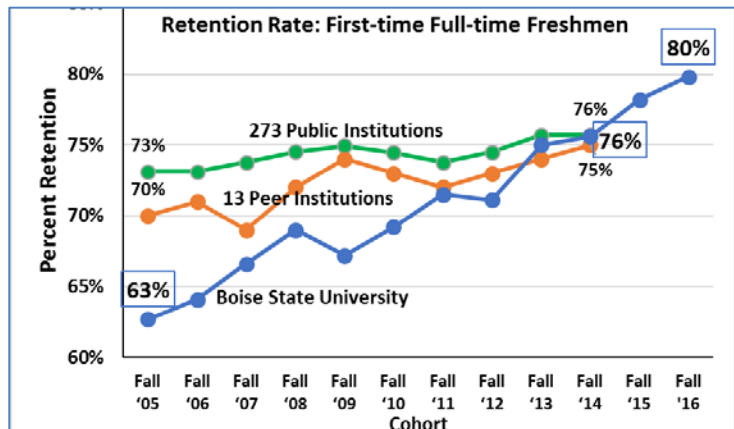
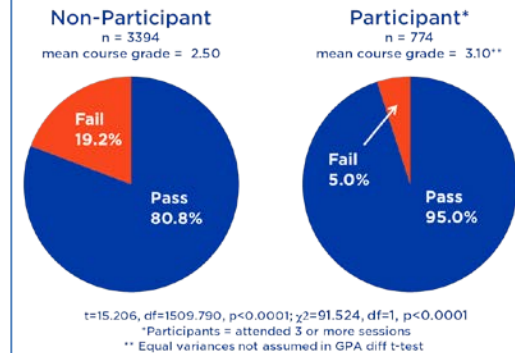
Our efforts have had a substantial impact. In the figures above and below, Boise State is compared to two peer groups:

- “273 Public Institutions” refers to all public Institutions in the same Carnegie Basic classification as Boise State (that is, Research University-Modest Activity [R3]) as well as the Carnegie basic categories immediately above and below Boise State (that is, Research- High Activity [R2] and Master’s Large [M1]).
- “13 Peer Institutions” refers to the 13 institutions that were approved by the SBOE as being Boise State’s peers.

As can be seen in the graph to the right, during the nine-year period between the Fall '05 and Fall '14 cohorts, Boise State achieved an increase of 13 percentage points in first year retention rate. Peer groups achieved 3 to 6 percentage points during that same period. In addition, Boise State achieved an additional four percentage points for the Fall '16 cohort.

During the five-year period between the Fall '05 and Fall '10 cohorts, Boise State achieved an increase of 9.5 percentage points in 6-year graduation rate. Peer groups achieved 3 to 6 percentage points during that same period. In addition, Boise State achieved an additional 5 percentage points for the Fall '16 cohort. We project that we will achieve a rate of 50% based on the excellent progress shown by our Fall 2013 cohort's in its 4-year rate.

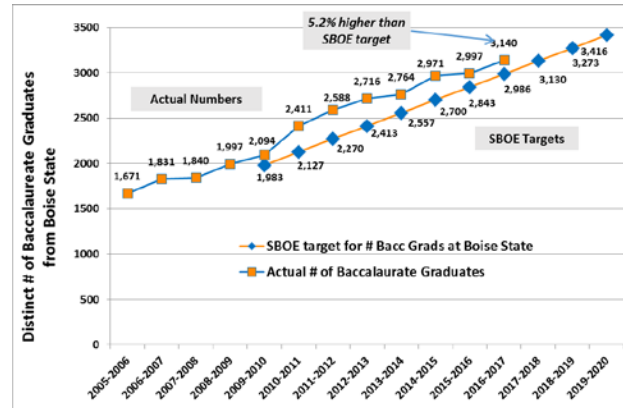
BENEFICIAL EFFECT OF ATTENDING LEARNING ASSISTANT SESSIONS, SPRING 2017



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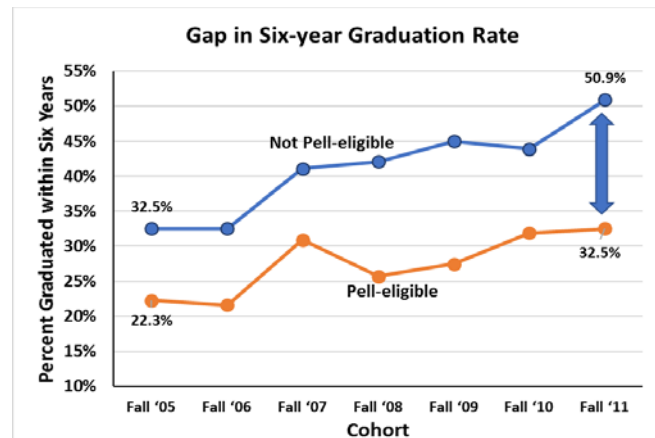
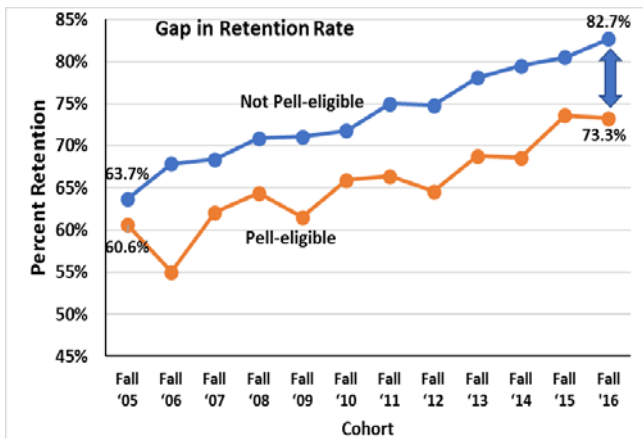
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In August 2010, the SBOE established targets for numbers of graduates for each of the state institutions. The following figure depicts the targets that were established for Boise State along with the actual number of baccalaureate graduates each year. As can be seen, Boise State has consistently exceeded those targets. Boise State University produces more baccalaureate graduates than any other Idaho public institution.



Although we've improved our retention and graduation rates and continue to exceed the SBOE targets for numbers of graduates, we fully understand that much work remains. In particular, as shown in the graphs below, there are gaps in retention and graduation rate between Pell-eligible students and those who are not Pell-eligible. We will focus our efforts on increasing need-based financial aid and on understanding the confluence of factors that are faced by many students in addition to the limited income denoted by the Pell-eligibility:

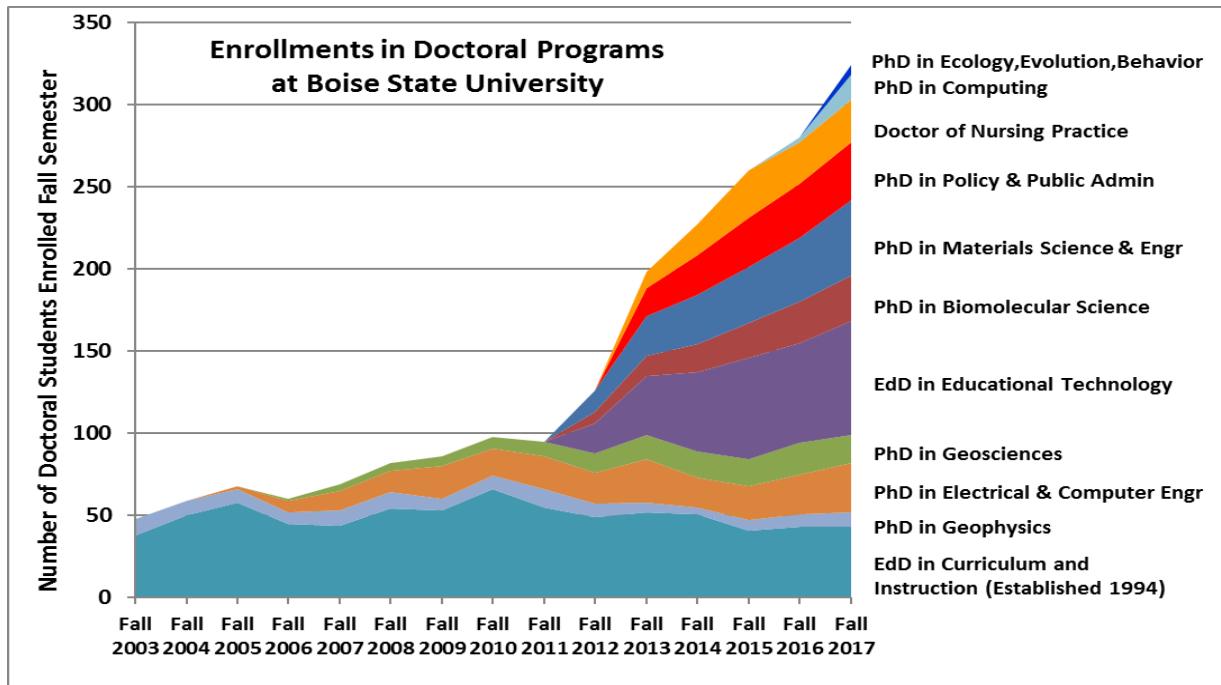
- Students who work and/or have dependents will typically have less time available for school work.
- Students who commute to campus are less likely to be engaged with campus activities and to interact with faculty members outside of class.
- Students who are first generation often won't benefit from family guidance in navigating a college degree.



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Goal #3: “Gain distinction as a doctoral research university.”

At the core of Boise State’s emergence as a doctoral research university is the creation of successful doctoral programs. Over the last decade, Boise State has initiated eight new doctoral programs: Ph.D.s in Geosciences; Electrical and Computer Engineering; Materials Science and Engineering; Biomolecular Sciences; Ecology, Evolution and Behavior; and Public Policy and Administration; an Ed.D. in Educational Technology; a Doctor of Nursing Practice, and a Ph.D. in Computing. The figure shows the growth in the number of doctoral programs and growth in the number of students enrolled in those programs.



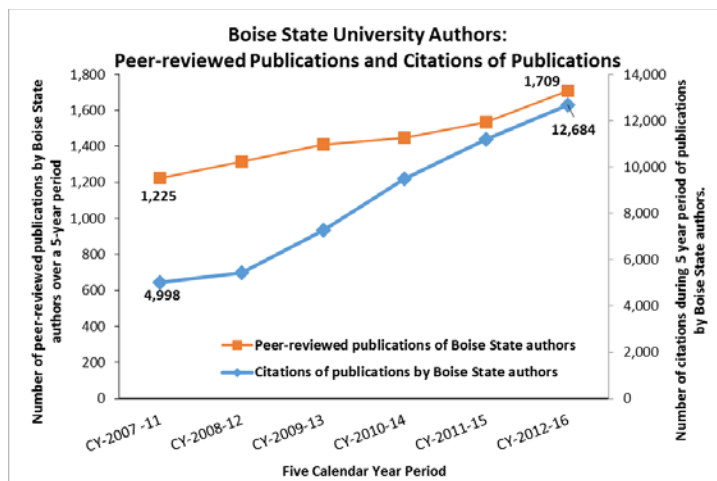
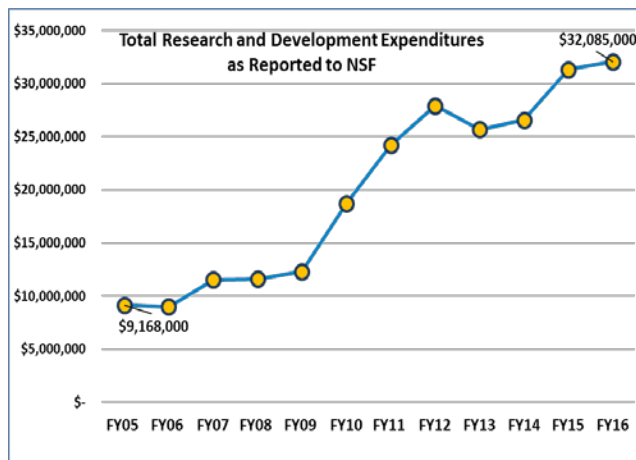
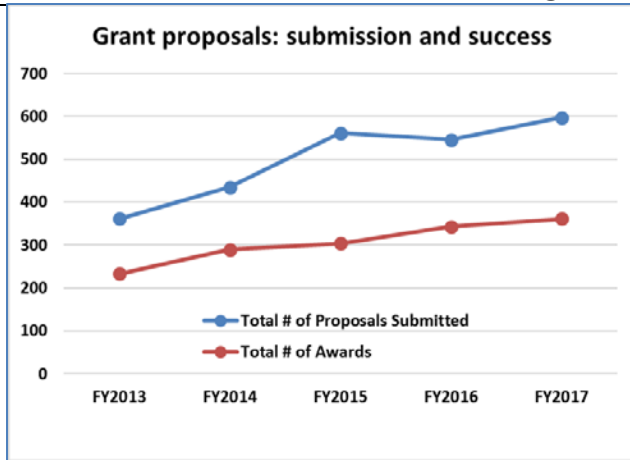
Also core to Boise State’s emergence as a doctoral research university is our success in securing research funding. To secure funding requires that faculty members successfully submit grant proposals, and the graph to the right shows the steady increase in proposal submissions and in number of awards, increases of 66% and 55% respectively.

Even more remarkable is the increase in the funding received by the university. Over the last eleven years, Total Research Expenditures have increased from \$9M to \$32M, an increase of 250%. This year, total awards exceeded \$50 million.

A final measure of Boise State’s emergence as a doctoral research university is the success of Boise State faculty members at publishing peer-reviewed publications, for it is through those publications that faculty members share the results of their research. That measure has increased by 40% over the last five years. In addition, faculty members are more likely to be successful in securing grants because they have shown themselves to be productive researchers. The second measure on the graph below, number of citations of publications by Boise State authors, is a measure of the impact of those publications, and that measure has increased by 154% over the last five years.

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Goal #4: “Align university programs and activities with community needs.”

Carnegie Classification: Boise State aligns its programs and activities with community needs in a multitude of ways, and as a result, ranks among 361 U.S. colleges and universities that have been recognized with The Carnegie Foundation 2015 Community Engagement Classification. Boise State was one of only 76 universities in the country to be classified as a Carnegie Foundation Community Engaged Institution when the designation was first established in 2006.



Online programs: A key way that Boise State supports the community is through access to its academic programs. Through the eCampus initiative, Boise State is building complete programs in an online format, providing access to those who are unable to attend on-campus classes due to work, family, geographic, or other limitations. Four recent additions to our online portfolio:

- The BBA Management launched in Fall 2017, and is intended for students who want to specialize in management but not in a specific kind of management. It is likely that many students who enter the program will be working adults with some college credits and who want to enhance their careers in management.
- The MS Accountancy launched in Fall 2017, and is designed for people who want to advance their knowledge in accounting and prepare for careers in the accounting profession. Graduates will be prepared to pursue professional credentials such as the Certified Public Accountant (CPA) and the Certified Management Accountant (CMA). The program covers a variety of advanced topics including financial reporting, audit, tax, data analytics, accounting information systems, managerial accounting, and research methodology.
- Graduates of the MS in Respiratory Care program will be prepared to pursue a variety of roles both within and outside the Respiratory Care field; including advanced disease and patient management, health programming and evaluation, evidence-based research, and educational practices that are both patient- and student-focused. The program will launch in Fall 2018.
- The MS Genetic Counseling program will launch in Fall 2019. Genetic counselors help people understand and adapt to the medical, psychological, and familial implications of genetic contributions to disease. To become a genetic counselor requires a master's degree in genetic counseling from an accredited program.

Lifelong Learning

The Osher Institute is a membership-based lifelong learning program for adults 50 and better. It offers non-credit, college-level short courses, lectures, and other unique learning opportunities taught by university and community experts. The Institute is endowed by the Bernard Osher Foundation and operates through Boise State University's Division of Extended Studies. There are 119 Osher Lifelong Learning Institutes located in colleges and universities across the country. Boise State houses the only one in Idaho.

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Studies tell us that people who are involved in lifelong learning and social engagement are healthier and happier, and the Osher Institute at Boise State offers access to a wide variety of subjects including music, history, economics, politics, philosophy, biology, art, medicine, technology, and more. Courses are offered as lectures, workshops and special events.

Concurrent Enrollment / Dual Credit Program

Through the Boise State Concurrent Enrollment program, high school students can earn Boise State University and high school credit simultaneously for collegiate-level courses offered at their high school. Concurrent Enrollment instructors use Boise State curriculum, texts, and grading scales. To ensure curriculum alignment for the high school course, university texts, lab supplies, and equipment are provided to the high school classrooms. This academic support helps to create a true university educational experience.

When students enroll in Boise States Concurrent Enrollment program, they become a member of our student body, with the opportunity to access many university resources. As a student enrolled in a Boise State University dual credit class, they work toward an actual letter grade that is recorded on a Boise State transcript.

Dual Enrollment headcount has increased by 80% in the three years since FY2014, with 4,857 students participating in Boise State's Dual Enrollment program in FY2017. Those students took a total of 21,356 credits in FY17, up 78% in the three years since FY14.

Computer Science

After members of the software community came to us to help address shortages in their industry and we sought a targeted investment by the state, our Computer Science program has nearly tripled the number of graduates since 2013 — and some 90 percent of them get jobs in Idaho when they earn their diplomas. The first-year retention in this tough and competitive discipline has grown from 50 percent to 85 percent, and students and faculty are engaged in substantially more research projects than ever before.

Economic Impact

Boise State has become a partner, a driver and a leader in the economy of every part of this state. We asked a consulting firm to look at one recent year — fiscal year 2015 — to see just how integral Boise State was to Idaho's economy. The results were staggering:

Idaho's largest public university drove \$667.2 million of the state's economy and created 6,987 jobs across the state in that year. Our alumni base created \$1.2 billion in annual economic impact in the Gem State, according to the report.

Boise State University's rapidly expanding research efforts drove \$35.4 million in economic activity in 2015 and created 210 Idaho jobs. The university's capital projects created \$57.2 million in economic activity and supported and sustained 431 jobs. University operations provided \$34 million in state and local taxes.

Goal #5: “*Transform our operations to serve the contemporary mission of the university.*”

Our first four strategic goals are aimed at operationalizing our vision to become a Metropolitan Research University of Distinction. Our fifth goal is different, in that it is aimed at enabling achievement of the first four goals. Even the most visionary and highly-skilled leaders cannot fully achieve the mission of an institution without a robust infrastructure and effective operations.

Also in support of Goal 5 is our continued integration of the principles of Program Prioritization into our processes, thereby increasing the quality, relevance, productivity, and efficiency of our programs and the infrastructure supporting them.

One example is the complete revamp of our Program Review process for academic departments. The changes in the process pull heavily from what we learned during Program Prioritization. The three components are as follows (additional detail is provided above in the Program Prioritization update):

- The Annual Department Analytics Report contains an extensive set of data and analyses that closely align with the metrics used during Program Prioritization.
- Program Learning Outcome Assessment measures, program by program, the intended outcomes of student learning, and provides a foundation for improvement of curricula and pedagogy.
- The Department Strategic Evaluation and Action process involves (i) evaluation of the present state of the department, and (ii) analysis and interpretation that will result in identifying the strategic direction that the department should take in the next several years, and the specific actions that are necessary to get there.

We are also incorporating the principles of Program Prioritization into our new approach to budgeting. Our new budget model will (i) tie resource allocation to expenses and productivity, (ii) facilitate strategic reallocation of funds, (iii) provide resources to support university-wide strategic initiatives, (iv) provide incentives promoting excellence, academic quality and financial sustainability, and (v) provide a more transparent view of revenue production and costs.

Student Life

Boise State University today:

- More than 24,000 students and Idaho’s largest graduate school
- Fall 2017 welcomed our largest first-year class in history for the second year in a row
- Fall 2017 set a university record for the number of graduates each academic year for the ninth straight year.
- Fall 2017 set a new record for the number of students in the Honors College — now home to more than 900 top students from around Idaho and beyond.
- More students are living on campus than ever before — including some 650 in our brand new Honors College and Sawtooth Hall.
- In 2010, approximately 100 students participated in fraternities and sororities. Today, more than 1,800 students are members in one of 21 Greek organizations focused on service and excellence. Last year alone these students contributed more than 20,000 hours

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of volunteer work in the community, and each chapter on campus posted a higher GPA than the university average.

Student services in support of student life have significantly transformed in the last ten years to serve the changing student population at Boise State. A few examples:

- Our New Student and Family Programs office offers orientation programs for all new students that help them better prepare for college life
- In 2015, we started “Bronco Day,” a campuswide “open house” held in April annually that features all academic and student life opportunities at Boise State. Last year, over 3,000 prospective students and family members attended (a 22% increase over the prior year).
- We revamped our Career Services center to ensure students are taking advantage of career planning resources early and often, including adding more digital resources and elearning modules so students can learn about careers within their majors and how to best prepare for life after college.

Systems Improvements

In 2015, Boise State began implementation of a new financial system update with expanded reporting and analytics capacity. A new Human Resources recruiting and hiring system was also implemented around the same time to better serve the campus.

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Enrollment Fall 2017

Enrollment Fall 2017 (October 15 census)	Headcount
Undergraduate Degree-seeking	16,265
Graduate Degree-seeking	2,712
Early college	4,294
Other non-degree seeking (undergraduate and graduate combined) and audit only	883
TOTAL	24,154

2016-2017 Graduates

Degree and graduate certificate graduates	Distinct number of Graduates
Baccalaureate Degree (Academic)	3,141
Graduate Certificate	212
Master's Degree	776
Doctoral Degree	36
TOTAL	4,165

Employees

Employees (Nov 2017 snapshot for 2017 IPEDS report)	Full-time	Part-time	FTE*	%
Instructional Faculty	757	769	1,013	36.7%
Professional Staff (all)	1,135	70	1,205	43.7%
Classified Staff	533	25	541	19.6%
TOTAL	2,425	864		100%

* FTE calculation for IPEDS is full-time plus one-third part-time.

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Revenue and Expenditures for FY 2016; From Audited Financial Statement	
Operating Revenue	FY 2017
Student tuition and fees (Gross)	158,654,927
Scholarship discounts and allowances	(23,096,700)
Federal grants and contracts	31,612,679
State and local grants and contracts	4,470,373
Private grants and contracts	3,219,084
Sales and services of educational activities	4,706,151
Sales and services of auxiliary enterprises	59,129,973
Other	5,393,728
Total operating revenues	244,090,215
Operating Expenses	
Instruction	121,871,550
Research	27,974,879
Public Service	17,420,979
Libraries	5,807,270
Student Services	18,220,175
Operation & Maintenance of plant	23,996,064
Institutional Support	29,978,119
Academic Support	25,670,091
Auxiliary Enterprises	68,069,452
Scholarships and Fellowships	13,153,808
Depreciation	25,805,716
Total operating expenses	377,968,103
Operating income/(loss)	(133,877,888)
Non-operating revenues/(expenses):	
State appropriation - general	95,555,597
State appropriation - maintenance	918,463
Pell grants	22,615,664
Gifts	28,738,784
Net investment income	1,311,540
Change in fair value of investments	(107,188)
Interest	(9,979,021)
Gain/loss on retirement of assets	(1,205,751)
Other non-operating revenue/(expense)	(131,598)
Net non-operating revenues/(expenses)	137,716,490
Other revenue and expenses:	
Capital appropriations	3,299,517
Capital gifts and grants	2,702,342
Total other revenues and expenses	6,001,859
Increase in net position	9,840,461
Net position - beginning of year	387,521,718
Net position - end of year	397,362,179

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Research and Economic Development

	FY2013	FY2014	FY2015	FY2016	FY2017
	<i>Office of Technology Transfer</i>				
Invention Disclosures	24	16	15	16	14
Patent Applications Filed	16	9	11	4	10
Patents Issued	7	6	3	4	3
Licenses/Options/Letters of Intent	22	27	38	29	28
License Revenue	\$37,582	\$5,600	\$21,475	\$53,847	\$39,231
Startups	1	0	0	5	0
FTEs	2	2	1	1	1
Number of protocols reviewed by:	<i>Office of Research Compliance</i>				
Institutional Biosafety Committee	45	36	42	51	41
Institutional Animal Care and Use Committee	50	72	95	81	98
Social and Behavioral Institutional Review Board	319	296	312	407	408
Medical Institutional Review Board	23	18	17	26	38
	<i>Office of Sponsored Programs</i>				
Total # of Proposals Submitted	361	435	561	546	598
Total # of Awards	233	290	304	343	361
Total Sponsored Projects Funding	\$31,367,273	\$32,008,716	\$40,167,055	\$41,374,334	\$50,137,881
Total Research and Development Expenditures as reported to NSF	\$25.7M	\$26.6M	\$31.3M	\$32.0M	Not available at this time
Externally Funded Research Expenditures	\$17.8M	\$17.3M	\$20.6M	\$19.4M	\$21.1M

Collaborations

We offer a 3+3 law degree program with the University of Idaho and Concordia Law School, allowing students to finish their bachelor's degree from Boise State and their law degree in six years.

Boise State hosts the Idaho Entrepreneurial Challenge each spring, which brings together students from across Idaho to compete for seed funding and attend entrepreneurial workshops. Gordon Jones, CID Dean, visits each campus to talk about the competition and to recruit student involvement.

Boise State's School of Public Service leads a statewide effort called National Education for Women's Leadership Idaho (NEW). This program is a hands-on leadership program designed to inspire young women to become leaders in their communities. College women from across Idaho are invited to spend a week in Boise learning about the important role that politics plays in their lives, studying leadership skills applicable in both public and private sector positions, addressing diversity matters and mingling with other students dedicated to making a difference in their communities. Students have the unique opportunity to interact with and learn from many of Idaho's local and state elected officials, as well as a wide variety of community and private sector leaders. Our partners in this effort are all of the public universities, colleges and community colleges in Idaho.

Our faculty are especially collaborative with research projects that contribute to the state and regional economy. There are numerous examples in this regard, here are just a few:

- We have a joint IGEM project with Idaho State University, Isaacs Hydropermutation Technology, Inc. (IHT), and Emerson Electric Company to develop an integrated miniaturized air scrubber and cloud-enabled wireless distributed sensor network to monitor and control the storage environment for potatoes. This integrated solution will significantly reduce potato wastage in storage, and should enable IHT to increase their share of the potato storage market.
- Our CAES partnership (INL, BSU, UI) is working on a project on Micro-Scale technique to evaluate grain boundary cohesion of irradiated alloys. The focus is developing a new technique (in-situ tensile testing in a transmission electron microscope (TEM)) to study the effects of irradiation on the mechanical properties of nuclear reactor structural material and nuclear fuel cladding.
- Researchers from our Human Environmental Systems group in CID are working with researchers from UI and ISU on a NSF-EPSCoR project looking at ways to maximize land conservation investments to preserve elk, deer, and carnivore habitat in the High Divide, the largest intact ecosystem outside of National Parks that links Yellowstone to Canada.
- Researchers from our biology and geosciences departments are working with Idaho State and the United States Department of Agriculture on an NSF grant to investigate how climate change will alter Idaho landscapes.
- Faculty in our School of Public Service and Department of Geosciences are working with researchers from UI and ISU on a NSF-EPSCoR project to predict the future of water resource availability in the Treasure Valley.

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- Our Biology faculty are working with Civil Engineering faculty at UI to study algal resource recovery systems in treating waste from dairies while *simultaneously producing Biofuels, Bioenergy, and Bioplastics*.
- Our Biology faculty are working with UI Ag & Life Science Faculty on developing a vaccine against *Staphylococcus aureus* to prevent mastitis in dairy cows.

Campaign

Thanks to the generosity of alumni and friends, Boise State University concluded its scholarship campaign in July 2017 with gifts and pledges totaling more than \$52 million, more than doubling the campaign's original goal. The four-and-a-half-year campaign was central to Boise State's mission of providing affordable education to talented and committed students, easing the financial burden of the costs of earning an academic degree. About three-quarters of the nearly 24,000 Boise State students rely on some form of financial aid during their academic careers.

Since the beginning of the campaign, nearly 18,000 donors provided gifts and pledges, resulting in a 34 percent increase in funds available to be awarded to students from privately funded scholarships in fall 2017. Gifts contributed toward the campaign include immediate-use funds, as well as scholarship endowment, providing investments for future scholarship growth and support.

New Buildings

Computer Science: We were proud to open our new space in downtown Boise in fall 2016, which now houses our entire Department of Computer Science. Students are now just steps away from local software and tech companies where they will intern and work. Thanks to industry and state support in recent years, that program has grown rapidly, and with intention.

Alumni and Friends Center

When the Alumni and Friends Center opened during Homecoming week in fall 2016, it became a welcoming new community landmark at the eastern gateway of campus; a place for all generations of Broncos to call home. The 40,000 square-foot building was constructed entirely with funding from charitable gifts.

The unique facility includes several special features showcasing Boise State history and provides alumni and friends with beautiful ballroom, conference space and casual gathering areas for some of our most special events.

Center for Fine Arts Building: The Center for Fine Arts will be a safe, better equipped, state-of-the-art facility for our students, and will ensure our accreditation remains intact for our Department of Art. This facility will also foster university and community relationships, located in the heart of the city's cultural district and near the Boise Art Museum. One of the most unique features will be the World Museum, offering virtual tours through the world's most prominent art museums—an experience the university will bring to school-aged students across the valley and the State of Idaho.

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Micron Center for Materials Science Research: The Micron Center for Materials Research will house the faculty, students, classrooms, and research laboratories of the Micron School of Materials Science and Engineering. Its construction will enhance Boise State's already-strong contribution to the Idaho's technology industry.

Bachelor's, master's, and doctoral programs in materials science and engineering produce highly-qualified graduates to enter the workforce and educational advancement to individuals already in the workforce. Innovative research by faculty members and students provides ideas for new directions for the industry.

Honors College and Sawtooth Hall: Boise State University's Honors College got a new \$40 million home in the heart of campus, thanks to an innovative public-private partnership. This was Boise State's first building to be constructed and managed through a public-private partnership saving tuition and tax dollars while offering students the best amenities available and ensuring superior management. The university partnered with Education Realty Trust Inc. (EdR) to build and run the facility. The 236,000-square-foot building offers more than 650 student beds in addition to the Honors College office and classroom space. The building was opened in fall 2017.

Program Prioritization Update

Boise State University continues to reap the benefits of having gone through the process of Program Prioritization in 2013-14 and having subsequently taken actions to sustain the value of the process. The information included herein is intended to illustrate some examples of our progress.

Revamp of academic programs. Programs that were identified as fifth quintile and/or were flagged for low numbers of graduates were required to make substantial changes. Some programs were discontinued. For most, however, changes were made. The following are several examples:

- BBA Information Technology Management: increased from 26 graduates per year to 42 graduates per year. This increase was achieved by changing the scheduling of classes and increasing sections offered to reduce bottlenecks and by streamlining the curriculum.
- BBA Supply Chain Management: increased from 14 graduates per year to 35 graduates per year. This was achieved by recruiting in general business classes and via social media and by streamlining the curriculum.
- BS in Physics: increased from 3 graduates per year pre-Program Prioritization to 11 graduates per year post-Program Prioritization. To achieve this change, the department created two new emphases to attract majors, hired a department advisor, began offering required courses every year, and made major pedagogical changes to departmental coursework.
- BS in Applied Math: increased from 8 graduates per year to 13 graduates per year. To achieve this change, the department (i) created a new “statistics” emphasis and (ii) began marketing the program as a viable choice for students interested in finance/business who might want to double major with computer science or engineering and who are attracted to mathematics but also want a more applied focus than is given in the traditional mathematics emphasis.
- MA in Communication: increased from 4 graduates per year to 7 graduates per year. This change was achieved by strengthening the advising of students, creating a student handbook, and creating a non-thesis pathway.
- PhD in Electrical and Computer Engineering increased from an average of 1 graduate per year to 3.5 graduates per year. This was achieved by increasing recruitment efforts, expanding the number of faculty members who can serve as advisors, and obtaining funding to improve the fabrication facility.

A number of other programs have made substantial changes, but have yet to see substantial increases in numbers. For some, more time is needed before increases will be apparent. For others, programs have taken additional steps to increase numbers. We will continue to monitor all programs and take further action (including discontinuation) as appropriate.

Creation of “agents of change.” In our update on Program Prioritization in June 2016, we spoke of our new College of Innovation and Design as being an important “agent of change,” that is, an entity that itself creates substantial and sustained changes to the organization. Two additional “agents of change” have recently been created.

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The School of the Arts was launched this last fall. Its purpose is not to serve as an administrative structure, but instead to facilitate cross-disciplinary initiatives among the three participating departments: Art; Music; and Theater, Film, and Creative Writing.

The Beyond the Major initiative also was launched this last fall. This initiative recognizes that our students would benefit from experiences and skills that would increase their success in careers following graduation. In fact, recent studies show that nearly all employers looking to hire college graduates for jobs that require four-year degrees are looking for experience outside the classroom in addition to a diploma. It is an “agent of change” because its implementation requires that we make changes to the way we educate our students.

Incorporation into ongoing processes:

We continue our integration of the principles of Program Prioritization into our decision-making processes, thereby increasing the quality, relevance, productivity, and efficiency of our programs and the infrastructure supporting them. Several examples follow:

Decision support: Based on what we learned during the Program Prioritization process, we have undertaken a complete revamp of our Program Review process for academic departments. The old process (i) relied on an onerous self-study that was typically produced by a single individual rather than a consensus of the group, (ii) made inconsistent use of data and analyses, (iii) did not effectively reinforce the assessment of intended Program Learning Outcomes, and (iv) did not result in a sustainable and strategic plan for action by the department. Our new program review process has three key components:

- The Annual Department Analytics Report contains an extensive set of data and analyses that closely align with the metrics used during Program Prioritization. Departments, deans, and the Provost will use the report to identify areas requiring attention.
- Program Learning Outcome Assessment is a stand-alone process with increased focus and prominence. It measures, program by program, the whether students are achieving the intended learning outcomes of those programs and thereby creates a foundation for improvement of curricula and pedagogy.
- The Department Strategic Evaluation and Action process consists of one or more facilitated planning sessions that will involve (i) evaluation of the department in terms of key trends in data and analysis, areas of persistent challenge, historical context, and expectations from the university and colleges, (ii) analysis and interpretation that will result in identifying the strategic direction that the department should take in the next several years, and the specific actions that are necessary to get there.

Budget model: Our new Incentive-based Budget model for our academic colleges strongly reinforces the principles of Program Prioritization. Our new budget model has several key characteristics:

- It ties resource allocation to expenses and productivity, and provides a more transparent view of revenue production and costs of programs.
- It will facilitate the strategic reallocation of funds.

- It will provide resources to support university-wide strategic initiatives.
- When considering whether to create a new program or to discontinue an existing program, we will have a clearer picture of how to balance the need for and quality of programs against the revenue and expenses associated with those programs.

Adjusting the way we think about Program Prioritization:

Program Prioritization has the purpose of ensuring that institutions make judicious use of resources, and does so by causing increased alignment of resources with the priorities of the institution and ensuring that we continually focus on the improvement of programs. We continue to focus our efforts on the four criteria we used during the Program Prioritization process: Relevance, Quality, Productivity, and Efficiency. And in doing so we have strengthened our understanding of the best way to proceed in the future. Examples are:

- We continue to believe that making changes that are solely cosmetic, but of little true impact, can obscure the need for more fundamental improvement. For example, it is of little value to hide a low-productivity program by making it an emphasis instead of a free-standing degree program. Instead, we must address the low productivity directly, and determine whether substantial changes are needed.
- During Program Prioritization, we focused most of our attention on degree-granting programs, and evaluated our departments on the number of degrees produced. We now recognize that departments contribute in other ways, such as the awarding of minors and certificates, and in their participation in interdisciplinary degree programs (e.g., foreign language as part of the BA in Global Studies).
- One size does not fit all. A key example is the thresholds we used for flagging low productivity programs: 10 graduates annually for bachelor's programs, 5 graduates annually for master's programs, and 3 graduates annually for doctoral programs. In practice, we have found although the thresholds are useful starting places, they are too low for some of our graduate programs in education, where a higher expectation is more appropriate. And we have found the thresholds to be too high, for example, in the Music Composition program in which students are essentially apprentices, thereby limiting the number of students an individual faculty member can mentor, and in which there is a single faculty member teaching composition coursework.

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IDAHO DIGITAL LEARNING ACADEMY

SUBJECT

Idaho Digital Learning Academy Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 33-5501, Idaho Code

Idaho Administrative code, IDAPA 08.04.01 Rules Governing the Idaho Digital Learning

ALIGNMENT WITH STRATEGIC PLAN

Goal 4: Effective and Efficient Educational System, Objective B, Alignment and Coordination.

BACKGROUND/DISCUSSION

Pursuant to IDAPA 08.04.01 Rules Governing the Idaho Digital Learning, an annual report is required to be submitted each year to the State Board of Education. This report will include Accreditation, Acceptable Use, and the Idaho Digital Learning Academy fee schedule in order to be in compliance with statute and State Board rule.

The 2002 Idaho Legislature created the Idaho Digital Learning Academy as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). Idaho Digital Learning Academy is a state virtual school providing Idaho students with greater access to a diverse assortment of courses. This virtual school was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and schools. Rigorous online courses delivered by highly qualified faculty assists the state in preparing Idaho students to meet Idaho's high school graduation requirements, Idaho standards and the increased demand from colleges and industry.

IMPACT

Idaho Digital Learning Academy served 27,631 enrollments for 2016-2017, which is an 8% increase from 2015-2016. Ninety-nine percent of the school districts in Idaho participated in 2016-2017. The number one reason for taking Idaho Digital Learning Academy courses is that classes are not offered locally. Other reasons include: scheduling conflicts, advanced placement, dual credit, early graduation, foreign languages, and credit recovery.

ATTACHMENTS

Attachment 1 – Idaho Digital Learning Fee Policy	Page 3
Attachment 2 – Idaho Digital Learning Acceptable Use Policy	Page 5
Attachment 3 – Accreditation Confirmation	Page 7

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BOARD ACTION

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

IDAHO DIGITAL LEARNING FEE POLICY

Fees for Idaho Digital Learning Academy: The fee schedule is determined upon a per-enrollment basis. An "enrollment" is defined as one (1) student enrolled into one (1) Idaho Digital Learning course. Idaho Digital Learning enrollment fees outlined in this Fee Policy apply to all courses offered through Idaho Digital Learning unless noted otherwise below.

Idaho Digital Learning Per-Enrollment Cost: The cost for one (1) enrollment is \$75 for Idaho students.

Smarter Balanced Assessment Consortium (SBAC): Courses designated as SBAC preparatory courses will not incur a per-enrollment cost to the district. See Idaho Digital Learning Course Catalog for list of courses.

Advanced Placement/Dual Credit Courses: Courses designated as "Advanced Placement or Dual Credit" will not incur a per-enrollment cost, unless courses are delivered in a custom session (see Custom Session Courses below).

Students are responsible for any fees that may be charged by universities to receive college credit for Dual Credit Courses. Additionally, students are responsible for any fees that may be charged by the College Board to take the Advanced Placement Exam. Advanced Placement and Dual Credit courses may require additional textbooks (see below).

Custom Session Courses: Any courses requested and implemented through Idaho Digital Learning's Custom Course program will incur costs based on the Custom Session Policy (see Idaho Digital Learning website for MOU Addendum and request form). This includes district requests for Hybrid Custom Sessions. Requirements for custom sessions include a minimum enrollment threshold and cost.

Middle School Keyboarding and Middle School Pathways to Success and 8th Grade Career Explorations: Idaho Digital Learning will offer Middle School Keyboarding, Pathways, and Career Explorations at \$30 per enrollment. Any middle school courses in which half the content is delivered (4 units) the Idaho Digital Learning fee is further reduced to \$15 per enrollment.

Scholarships: Scholarships are awarded through an application submitted by the District Site Coordinator. Scholarship submissions should be based on the financial need of the parent/guardian/student and are only available for Idaho Digital Learning courses which are taken in addition to the student's full course load at the local school. Limited, partial scholarships are available for 2017-2018 at \$50 per enrollment.

Textbooks: Idaho Digital Learning provides online textbooks in the majority of content areas and provides access to Libraries Linking Idaho (LiLI-D). In cases where an online textbook is unavailable, the local school district may be responsible to provide the

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required text(s) according to school district policy. For example, advanced placement, dual credit, and English courses may require additional textbooks or required readings not available online. The local school district is also responsible to provide access and assistance to library media centers if necessary. Please refer to the Idaho Digital Learning Course Catalog posted at www.IdahoDigitalLearning.org for a list of required textbooks.

Idaho Digital Learning reserves the right to modify the fee policy. Districts will be notified of any changes.

Idaho Digital Learning Refund Policy

Idaho Digital Learning requires that all drops are requested or confirmed by the Site Coordinator during the school year. Drop requests initiated by a parent or guardian will be accepted for summer courses only. For a course fee to be eligible for refund and for a student to be exempt from a grade report, a drop must be initiated during the following times:

- All cohort sessions:
 - Orientation: If the student does not complete orientation, they will not be enrolled in classes and a full refund of fees will be granted.
 - 12 week or Custom Sessions: The Idaho Digital Learning Office must be notified by Friday of the 2nd week of class to receive a full refund and remove the student from the course.
 - 16 week session: The Idaho Digital Learning Office must be notified by Friday of the 3rd week of class to receive a full refund and remove the student from the course.
- Flex sessions:
 - The drop deadline for all flex classes is 14 days after the student begins the course.
 - If a student is inactive in class for a period of 14 consecutive days, the instructor may initiate a drop process. The Site Coordinator can confirm the drop or request additional time for the student to become active in the course.
- After the drop deadline: Grades will be reported for all students remaining in courses regardless of completion and the full fee will be invoiced to the district.
- Exceptions to the drop-deadline may be requested by the district for extenuating circumstances.

IDAHO DIGITAL LEARNING ACCEPTABLE USE POLICY

Proper use and behavior in a distance learning environment will be determined by your school's existing guidelines covered in the district's Acceptable Use Policy (AUP) and the Idaho Digital Learning Academy's Acceptable Use of Technology Policy.

Idaho Digital Learning Academy Acceptable Use of Technology Policy (AUP)

Computers, computer networks and the internet provide essential tools that support distance learning and Idaho Digital Learning. All students are expected to use Idaho Digital Learning and the resources provided to access Idaho Digital Learning for purposes appropriate to the education environment.

You must refrain from any use that is not consistent with the policies, purposes or objectives of either the hosting district or Idaho Digital Learning.

Prohibited uses of technology

The use of communication tools (email, discussion boards, web pages, chat, and others) should not be used for any communication that is:

- defamatory
- inaccurate
- abusive
- rude
- obscene
- profane
- sexually explicit
- threatening
- harassing
- racially offensive
- illegal
- encouraging the use of illegal materials
- inconsistent with the policies, purposes or objectives of either the hosting district or Idaho Digital Learning

Impersonating another individual, including, but not limited to, the use of another user's login or password, communicating or completing work on behalf of another individual, or mocking others in a derogatory manner.

Revealing personal or private information to others such as home address, age, gender, phone number, etc. You should also be cautious when releasing this information about yourself.

Disrupting the use of technology by another user or service. This includes, but is not limited to, attempts to harm or destroy data, uploading and/or creating computer

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viruses, uploading and/or downloading information without need, sending or receiving of data with the intent to degrade network performance, etc.

Violation of any local, state, or federal regulation or statute.

You will not use Idaho Digital Learning resources to sell or offer to sell any goods or services without prior approval of both the hosting district Board and the Idaho Digital Learning board.

Idaho Digital Learning Rights and Responsibilities.

Idaho Digital Learning reserves the right to monitor all activity related to Idaho Digital Learning courses or sites.

Idaho Digital Learning reserves the right to block or remove any material that is not consistent with policies, purposes, or objectives of either the host district or Idaho Digital Learning.

Opinions, advice, services and all other information expressed by Idaho Digital Learning staff, students, information providers or instructors are those of the individual and do not represent the position of Idaho Digital Learning.

Discipline

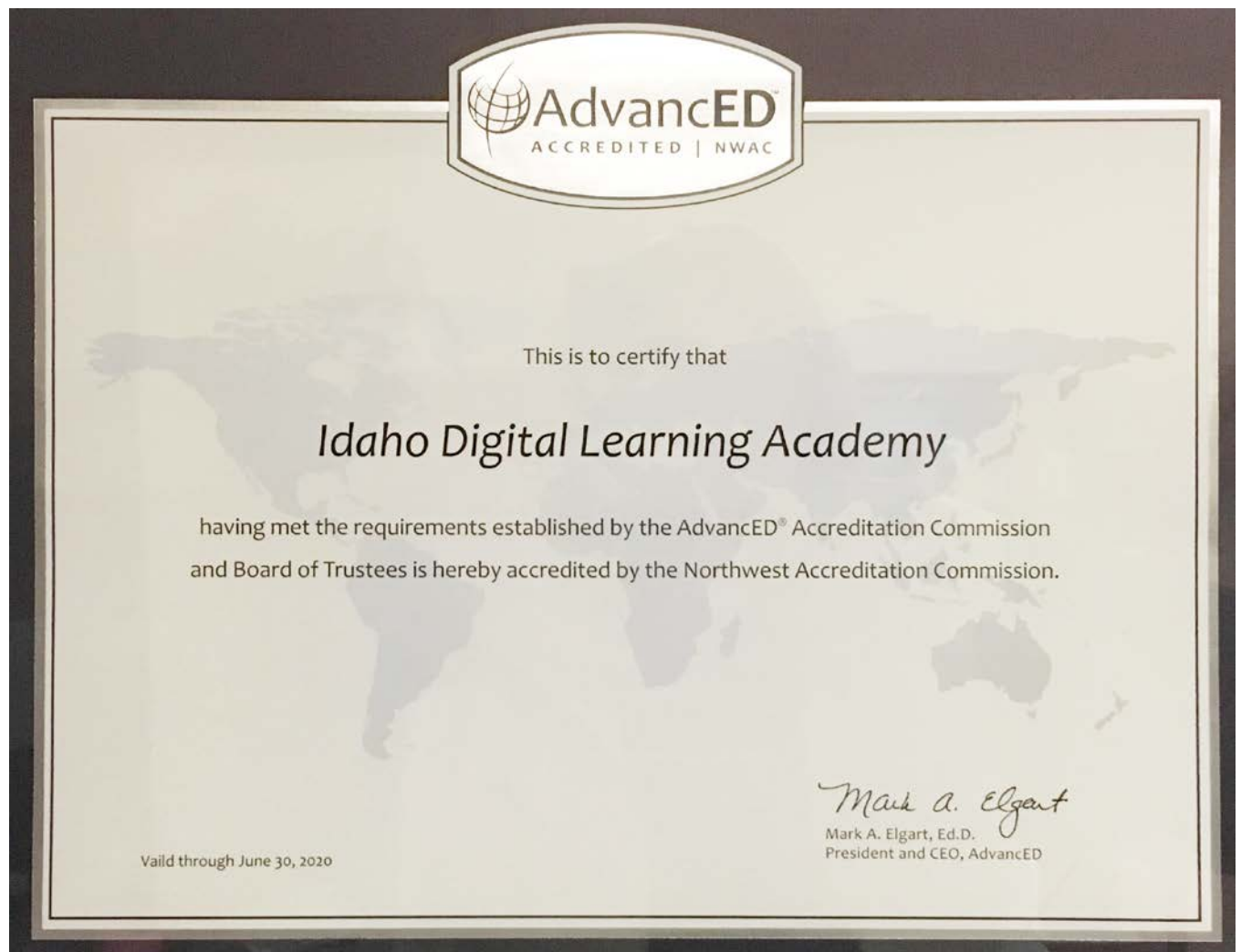
Student discipline for violation of any part of the policies, rules, or procedures of Idaho Digital Learning shall be based on the severity of the infraction.

If the Idaho Digital Learning teacher or monitor feels your behavior is not consistent with the policies, purposes, or objectives of the hosting district, or Idaho Digital Learning, the teacher will notify your site coordinator.

The site coordinator is then responsible for bringing the matter before the appropriate school administrator(s) for disciplinary action.

The teacher may also wish to hold a conference with you and your parents.

The Idaho Digital Learning board of directors also reserves the right to enact additional disciplinary action including the ability to revoke the offending student's privilege of using Idaho Digital Learning.



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IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND

SUBJECT

Idaho Bureau of Educational Services for the Deaf and the Blind (IESDB) Annual Report

REFERENCE

August 2013	IESDB Provided the Board with report updating the Board with current progress of the Bureau.
February 2015	IESDB Provided the Board with report updating the Board with current progress of the Bureau.
February 2016	IESDB Provided the Board with report updating the Board with current progress of the Bureau.
February 2017	IESDB Provided the Board with report updating the Board with current progress of the Bureau

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections 33-3405(4) and 33-3411, Idaho Code, Idaho State Bureau of Educational Services for the Deaf and the Blind,

ALIGNMENT WITH STRATEGIC PLAN

Goal 4: Effective and Efficient Educational System, Objective B, Alignment and Coordination.

BACKGROUND/DISCUSSION

Pursuant to Section 33-3405(4), Idaho Code, the administrator of IESDB shall make an annual report of the bureau's activities to the State Board of Education at a time and in a format designated by the Board. While IESDB was moved out from the Board's direct governance in 2009, the Board retains rulemaking authority for education services for students who are deaf or hard of hearing and/or blind or visually impaired, as well as property rights for the School for the Deaf and Blind.

ATTACHMENTS

Attachment 1 – IESDB Annual Report

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 Educational Services for the Deaf and the Blind

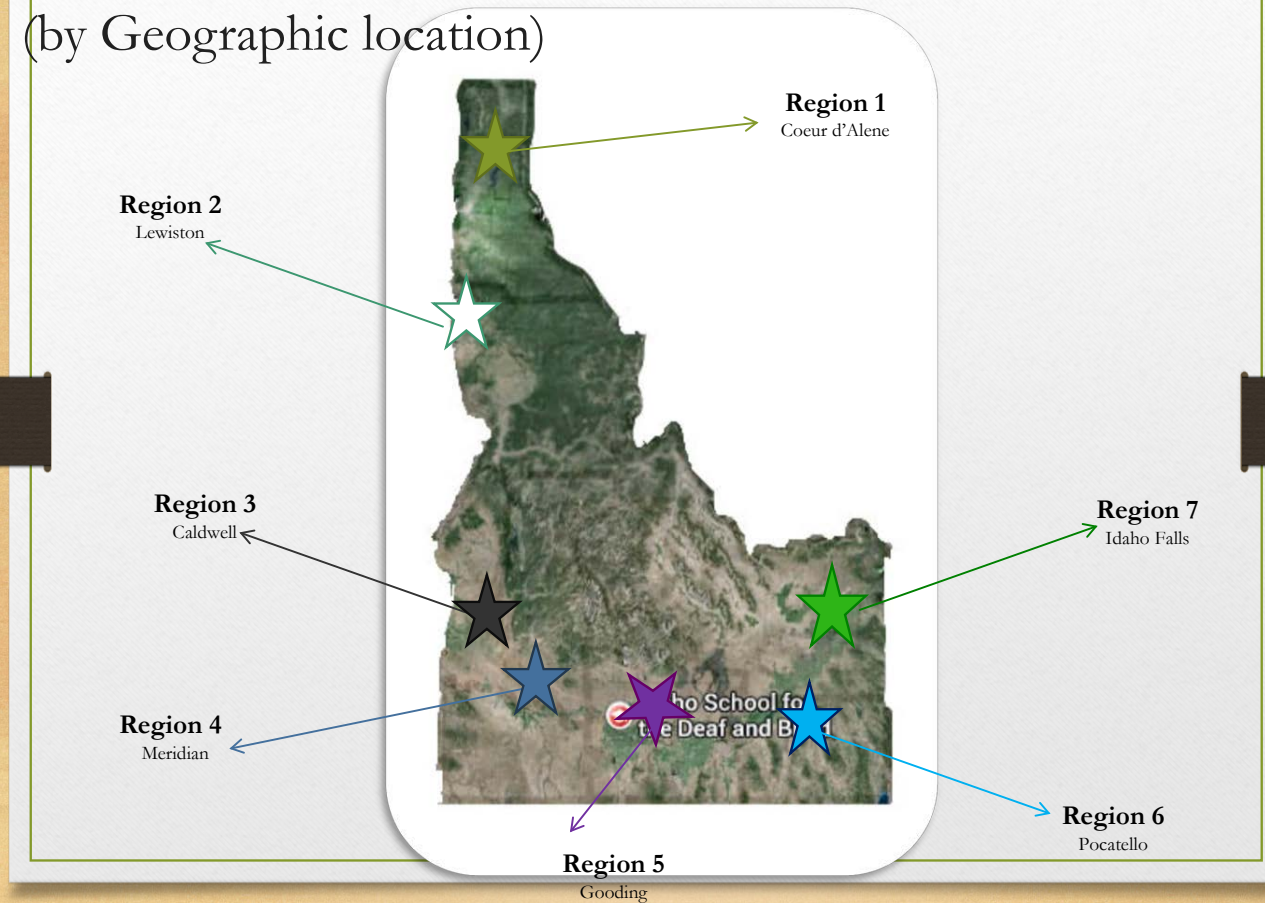


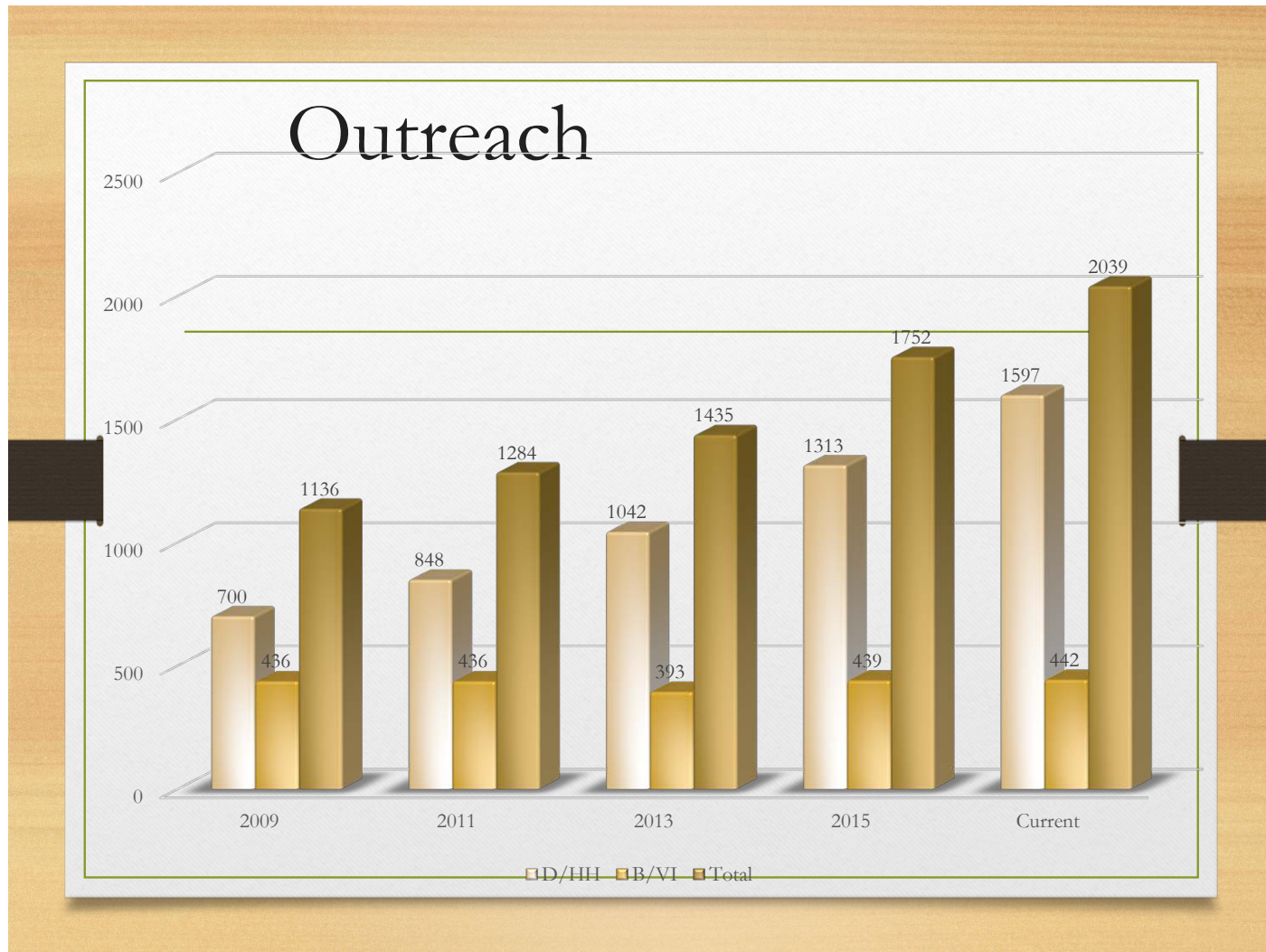
OUTREACH



OUTREACH

(by Geographic location)





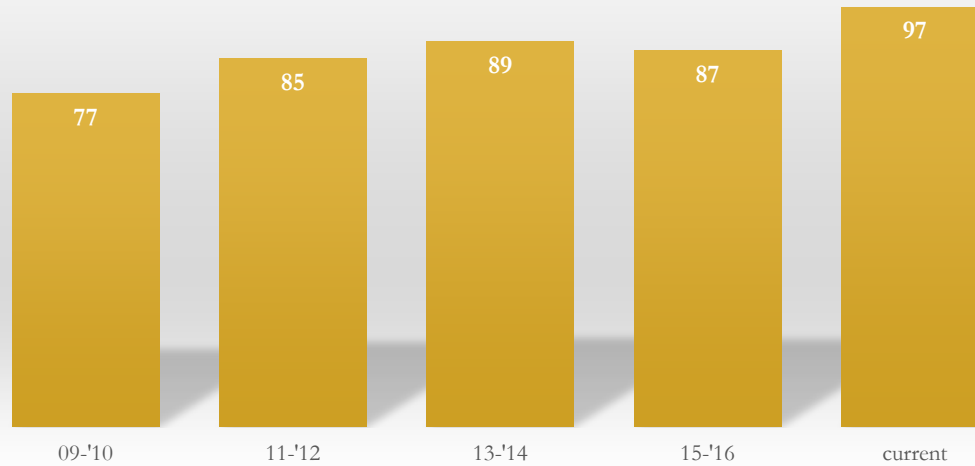
Short Term Programs (STP)





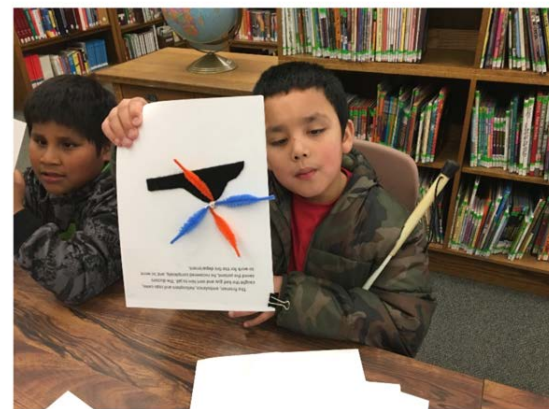
Campus

Number of Students Enrolled



Using Technology to Access the World





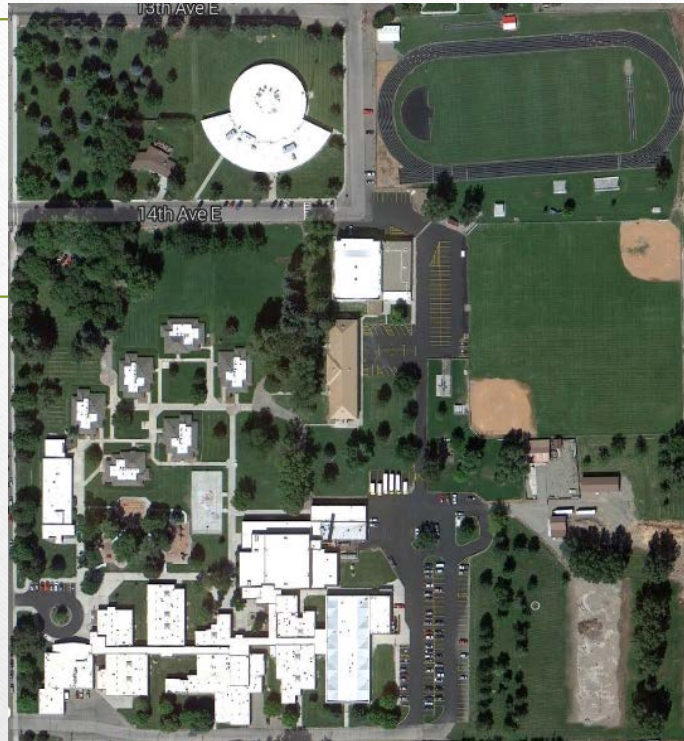
Collaboration is the Key to Success



Education is about Experiences...

...and Conquering Challenges





Facility Development



~ Thank you ~

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IDAHO PUBLIC CHARTER SCHOOL COMMISSION

SUBJECT

Idaho Public Charter School Commission Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-5213, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 4: Effective and Efficient Educational System, Objective B, Alignment and Coordination.

BACKGROUND/DISCUSSION

Idaho Public Charter School Commission (Commission) Director Tamara Baysinger will update the Board on the status of the Commission's portfolio schools and the ongoing implementation of best practices in authorizing public charter schools.

ATTACHMENTS

Attachment 1 – Idaho Public Charter School Commission Annual Report Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Section 33-5213, Idaho Code, creates the Public Charter School Commission (Commission), and locates it in the Office of the State Board of Education. The Board's Executive Director or designee is responsible for the enforcement of Chapter 52, Title 33 (Public Charter Schools) as well as serving as the Secretary to the Commission. Staff assigned to the Commission are part of the Office of the Board of Education staff. The Director for the Commission, Tamara Baysinger, serves as the Executive Director's designee.

In addition to acting as an independent authorizer for public charter schools, the Commission also has the responsibility of making recommendations to the Board regarding the oversight of public charter schools in Idaho. Ms. Baysinger will provide the Commission's annual update to the Board on the status of the Commission's portfolio schools and implementation of the charter school performance certificates.

BOARD ACTION

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

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Idaho Public Charter School Commission 2017 Annual Report

A Year in Review

Thank you for your interest in Idaho's public charter schools. The Public Charter School Commission (PCSC) is Idaho's largest authorizer, with a portfolio comprising 73% of Idaho's 56 charters. Our mission is to protect student and public interests by balancing high standards of accountability with respect for the autonomy of public charter schools. We endeavor to implement best authorizing practices and fulfill the requirements of Idaho statute in order to ensure the excellence of public charter school options for Idaho families.

During 2017, the PCSC broadened the services it provides to public charter schools in its portfolio. By identifying and filling gaps in the support structures already available through other entities, the PCSC developed resources that enhance the ability of new and operating public charter schools to maximize their own effectiveness. The new tools and guidance opportunities are designed to assist schools without infringing on their autonomy.

With extensive input from stakeholders, the PCSC adopted a new performance framework. The updated framework dovetails with the state's new accountability system where possible, but can accommodate future policy shifts with minimal disruption. It evaluates schools' proficiency rates in light of meaningful comparison groups and recognizes individual student growth. The framework provides meaningful data regarding schools of all sizes, demographics, and missions.

Our portfolio has expanded to include four new schools: Future Public School (Garden City), Peace Valley Charter School (Boise), Project Impact STEM Academy (Kuna), and Gem Prep: Meridian (Meridian).

The PCSC is engaged in conversations regarding opportunities for increased autonomy for Idaho's high-performing charter schools. We look forward to supporting fulfillment of the vision on which Idaho's charter movement was founded twenty years ago.

We invite you to join us in supporting a high-quality charter school sector in Idaho.

Sincerely,

Alan Reed, Chairman

Tamara L. Baysinger, Director

January 2018



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Portfolio Overview

The PCSC's portfolio comprises 41 public charter schools. These schools are located all across the state, in both rural and urban communities, and served approximately 16,800 students during the 2016-17 school year. Their time in operation ranges from one to nineteen years. They offer an array of educational choices: Core Knowledge, Expeditionary Learning, Montessori, Waldorf, International Baccalaureate, and more. Several are alternative schools, and others focus on underserved or at-risk populations while welcoming all students who wish to attend. Eight are categorized as virtual schools, which together enroll about 4,900 students.

PCSC PORTFOLIO SCHOOL	YEAR	LOCATION	GRADES	METHOD
Alturas International Academy	2016	Idaho Falls	K-8	International Baccalaureate
American Heritage Charter School	2013	Idaho Falls	K-12	Core Knowledge
Another Choice Virtual School	2010	Treasure Valley	K-12	Virtual, Special Needs
Bingham Academy	2014	Blackfoot	9-12	STEM, Postsecondary Prep
Blackfoot Community Charter Learning Center	2000	Blackfoot	K-8	Brain-Based, Multi-Age
Chief Tahgee Elementary Academy	2013	Fort Hall	K-6	Native Language & Culture
Coeur d'Alene Charter Academy	1999	Coeur d'Alene	6-12	College Prep
Compass Public Charter School	2005	Meridian	K-12	Compass Method
Conner Academy	2006	Pocatello	K-8	Harbor
Falcon Ridge Public Charter School	2005	Kuna	K-8	Harbor
Future Public School	2018	Garden City	K-8	STEM
Gem Prep: Meridian	2018	Meridian	K-8	Blended
Gem Prep: Pocatello	2016	Pocatello	K-6	Blended
Heritage Academy	2011	Jerome	K-8	Schoolwide Enrichment
Heritage Community Charter School	2011	Caldwell	K-8	Classical, Dual-Language
Idaho Technical Career Academy	2014	Statewide	9-12	Virtual, Career Technical
Idaho Connects Online	2009	Statewide	6-12	Virtual
Idaho Science and Technology Charter School	2009	Blackfoot	4-8	Science & Technology
Idaho Virtual Academy	2002	Statewide	K-12	Virtual
INSPIRE Connections Academy	2005	Statewide	K-12	Virtual
iSucceed Virtual High School	2008	Statewide	9-12	Virtual
Kootenai Bridge Academy	2009	Coeur d'Alene	11-12	Virtual, Credit Recovery
Legacy Charter School	2011	Nampa	K-8	Harbor
Liberty Charter School	1999	Nampa	K-12	Harbor
Monticello Montessori Charter School	2010	Ammon	K-6	Montessori
North Idaho STEM Charter Academy	2012	Rathdrum	K-12	STEM
North Star Charter School	2003	Eagle	K-12	International Baccalaureate
North Valley Academy	2008	Gooding	K-12	Core Knowledge
Palouse Prairie Charter School	2009	Moscow	K-8	Expeditionary Learning
Peace Valley Charter School	2018	Boise	K-8	Waldorf
Project Impact STEM Academy	2018	Kuna	K-12	Blended STEM
Richard McKenna Charter School	2002	Mountain Home	K-12	Montessori K-8, Virtual Alt. HS
Rolling Hills Public Charter School	2005	Boise	K-8	Harbor
Sage International School of Boise	2010	Boise	K-12	International Baccalaureate
Syringa Mountain School	2014	Ketchum	K-6	Waldorf Inspired
Taylor's Crossing Public Charter School	2006	Idaho Falls	K-12	Harbor
The Village Charter School	2011	Boise	K-8	7 Habits & Leadership
Victory Charter School	2004	Nampa	K-12	Harbor
Vision Charter School	2007	Caldwell	K-12	Classical
White Pine Charter School	2003	Idaho Falls	K-8	Core Knowledge
Xavier Charter School	2007	Twin Falls	K-12	Classical

Who We Are

The PCSC's seven members hail from all around the state. Commissioners are appointed by the Governor (3 members), Senate Pro Tempore (2 members), or Speaker of the House (2 members). They serve four-year terms, and officers are elected every two years in the spring.

Our mission is to ensure PCSC-authorized public charter schools' compliance with Idaho statute, protecting student and public interests by balancing high standards of accountability with respect for the autonomy of public charter schools and implementing best authorizing practices to ensure the excellence of public charter school options available to Idaho families.

Each commissioner adds to a broad scope of collective experience in public education, business, and governance. All bring to the table a strong desire to **contribute to quality school choice** for Idaho families.

The PCSC's FY 2018 budget is \$665,600, representing an increase of 34% from FY 2017. The legislature approved this increase in order to facilitate the engagement of independent experts in the charter renewal process. The PCSC's revenue comprises a combination of authorizer fees and state funds appropriated as part of the Office of the State Board of Education's budget.

The PCSC office is staffed by the Office of the State Board of Education and includes four FTE. In 2017, PCSC staff reorganized itself to increase its capacity to **develop services** for public charter schools. These services include extensive pre-opening support for newly approved schools, as well as new resources for charter school leaders and governing boards.

Additionally, the PCSC and its staff worked with stakeholders to **refine the charter renewal process**. These efforts streamlined the process, making it easier for schools to navigate while retaining the best practices that enable the PCSC to make informed, outcome-based decisions. Further development of the process will be undertaken in response to identified need.

The PCSC also engaged stakeholders in the development of an **updated performance framework**. Adopted in May 2017, the new framework is designed to provide meaningful data regarding the performance outcomes of schools within the context of their student demographics, size, and educational models.

The following pages of this report represent the initial data set gathered using the new framework. They offer new opportunities to consider how charter school outcomes compare to those of their surrounding communities and impact students across the state.

OUR COMMISSIONERS

Chairman Alan Reed
Idaho Falls
Term: 2014 - 2018

Vice-Chairman Brian Scigliano
Boise
Term: 2016 - 2020

Commissioner Kelly Murphey
Castleford
Term: 2014 - 2018

Commissioner Wanda Quinn
Coeur d'Alene
Term: 2016 - 2020

Commissioner Sherrilynn Bair
Firth
Term: 2016 - 2020

Commissioner Nils Peterson
Moscow
Term: 2017 - 2019

Commissioner Kitty Kunz
Boise
Term: 2017 - 2019

We also thank former Commissioner Evan Frasure for his service.

What We Do

As an authorized chartering entity, the PCSC's role is to protect students and taxpayers by overseeing the quality of the charter schools it authorizes. We also endeavor to protect the autonomy of charter school boards, focusing on performance outcomes while giving schools as much freedom to direct their own inputs as the law allows.

Authorizing work can be divided into three phases: petition review, ongoing oversight, and charter renewal. Each of these phases demands a different focus, but our goals are always to encourage innovation and ensure quality.

Petition Review

The petition review phase focuses on evaluating new charter petitions with the following question in mind:

Is it likely that this proposal will result in a successful, high-quality school that fills a need in its community?

Petition reviews consider:

- Quality of the educational program,
- Adequacy of financial resources, and
- Capacity of the founding board.

Upon approval of a new charter petition, the PCSC and school sign a performance certificate and framework detailing the academic and operational performance expectations and measures against which the school will be evaluated.

Ongoing Oversight

The ongoing oversight phase focuses on keeping schools and stakeholders apprised of schools' performance outcomes relative to the standards contained in the performance certificate and framework.

The PCSC provides its portfolio schools with annual performance reports reflecting their academic, operational, and financial statuses. Schools are encouraged to use this information for strategic planning and to ensure that any identified weaknesses are addressed in advance of renewal consideration.

The PCSC endeavors to limit the reporting burden on its portfolio schools. Data contained in annual performance reports is gathered primarily through ISEE and independent fiscal audits. Most PCSC portfolio schools need to submit only a few, additional reports to the PCSC:

- Semi-annual financial updates,
- An annual board membership update, and
- Mission-specific performance data (optional).

Charter Renewal

Charter renewal is an important process for both authorizers and schools. At the end of a school's performance certificate term, authorizers must evaluate performance outcomes in the light of contextual factors and determine whether or not the school should continue to be entrusted with students' time and taxpayers' resources for another five-year term. Schools are invited to make their cases for renewal, demonstrating either strong performance outcomes or clear evidence that their outcomes, despite room for improvement, still reflect success. This thoughtfully-applied bedrock of accountability is at the heart of the charter school concept.

Services We Provide

During 2017, the PCSC broadened its provision of services to public charter schools. Portfolio schools were surveyed to gather feedback on their greatest needs and preferred methods of resource delivery. We also coordinated with other state agencies, the Idaho School Boards Association, and the Idaho Charter School Network to identify gaps in the supports already available. Based on this information, we developed resources designed to support our schools without infringing on the decision-making authority of their governing boards:

New Charter Petitioner Guidance Although statute and administrative rule provide information regarding the required contents of a charter petition, petitioners often request additional guidance regarding the scope and nature of information their charters should include. This friendly guide walks petitioners through the development of a high quality charter petition in order to maximize their chances of approval.

Pre-Opening Guidance The months between petition approval and opening day are busy and stressful for the leaders of a new public charter school. The PCSC's pre-opening guidance includes interactive project management tools, resources and advice on topics ranging from employee recruitment to governance training, and a series of one-on-one meetings to exchange information and receive support from PCSC staff.

New School Leader Orientation Many public charter schools hire administrators who have not previously worked in the charter sector. They face new challenges as they adjust to leading not only a school, but a charter LEA. The PCSC now offers written and in-person orientation materials to introduce new administrators to the role of the authorizer, charter-specific requirements, and resources available to support their work. The orientation materials have also proven helpful to incoming charter school board members.

Charter Renewal Guidance The PCSC provides ongoing guidance to schools whose charters will be considered for renewal in the upcoming year. From a one-on-one orientation meeting a year in advance, through optional auxiliary data submission opportunities and an onsite visit by independent experts, the process is designed to ensure that schools have the opportunity to share their perspectives regarding the success of their schools. A written Charter Renewal Guidance and Application document walks schools through the process, providing examples and detail regarding the types of information that will help them present strong renewal applications.

The PCSC looks forward to developing further resources in response to schools' requests. These will include an interactive, monthly Board Governance Guidebook and a series of webinars and self-guided exercises on topics such as branding, recruitment, and retention.

Needs Schools Identify

Throughout the course of its authorizing work, the PCSC seeks to enhance the operational autonomy that charter schools experience in exchange for the increased accountability represented by periodic renewals and the performance framework. During 2017, our conversations with schools have emphasized the following needs:

Reduced Reporting Burden Like many Idaho schools and districts, charter school leaders express a desire for a reduction in the volume of paperwork due to state agencies each year.

Increased Funding Flexibility Also like other schools and districts, charters often struggle with the confines of funding silos, expressing that they could better serve their students if they were free to allocate funds as needed.

Increased Startup Funding Charter petitioners frequently encounter difficulty securing the startup funds necessary to ensure the stable opening of a new school. The absence of such funds can result in reliance on expensive leases or high-interest loans, delayed opening, or even a petition denial recommendation.

Other Funding Needs Operating schools need increased funding for facilities, teachers, and classified staff.

Summary of 2017 Performance Outcomes

The following chart summarizes each PCSC portfolio school's performance outcomes in the areas of academics, operations, and finance. Results are color-coded by schools' accountability designations as detailed in their individual annual performance reports. The four accountability designations are Honor (blue), Good Standing (green), Remediation (yellow), and Critical (red). Gray indicates not applicable.

PCSC PORTFOLIO SCHOOL	ACADEMIC	OPERATIONAL	FINANCIAL
Coeur d'Alene Charter Academy	Blue	Blue	Blue
Falcon Ridge Public Charter School	Blue	Blue	Blue
North Star Charter School	Blue	Blue	Green
Compass Public Charter School	Blue	Blue	Green
North Idaho STEM Charter Academy	Blue	Blue	Blue
Liberty Charter School	Blue	Blue	Blue
Victory Charter School	Blue	Blue	Blue
Xavier Charter School	Blue	Blue	Blue
Palouse Prairie Charter School	Blue	Blue	Blue
Vision Charter School	Blue	Blue	Blue
Taylor's Crossing Public Charter School	Blue	Blue	Blue
Legacy Charter School	Blue	Blue	Blue
American Heritage Charter School	Blue	Blue	Blue
Sage International Academy	Blue	Blue	Yellow
Alturas International Academy	Green	Blue	Blue
White Pine Charter School	Green	Blue	Green
Rolling Hills Public Charter School	Green	Blue	Blue
Monticello Montessori Charter School	Green	Blue	Yellow
Connor Academy	Green	Blue	Blue
Kootenai Bridge Academy (alternative)	Green	Blue	Blue
Richard McKenna Charter School (alternative)	Yellow	Gray	Gray
Idaho Virtual Academy	Yellow	Blue	Blue
Bingham Academy	Yellow	Green	Red
Idaho Science and Technology Charter School	Yellow	Blue	Red
Gem Prep: Pocatello	Yellow	Blue	Gray
Idaho Virtual Academy (alternative)	Yellow	Gray	Gray
Richard McKenna Charter School	Yellow	Green	Blue
INSPIRE Connections Academy	Yellow	Blue	Green
Idaho Technical Career Academy	Yellow	Blue	Blue
North Valley Academy	Yellow	Blue	Blue
Heritage Community Charter School	Yellow	Blue	Blue
The Village Charter School	Yellow	Green	Red
Idaho Connects Online (alternative)	Yellow	Gray	Gray
Blackfoot Charter Community Learning Center	Yellow	Blue	Green
Idaho Connects Online	Yellow	Blue	Blue
iSucceed Virtual High School	Yellow	Blue	Blue
Syringa Mountain School	Red	Green	Green
Another Choice Virtual School	Red	Green	Green
Heritage Academy	Red	Blue	Green
Chief Taghee Elementary Academy	Red	Yellow	Blue

Academic Outcomes

In 2017, 54% of PCSC portfolio schools met or exceeded the academic standard established in the performance framework. All 20 of these schools presently qualify for automatic or guaranteed renewal.

Accountability designations of Honor, Good Standing, Remediation, or Critical are based on the percentage of the total available academic points that each school earns. Points are awarded for measures designed to reflect:

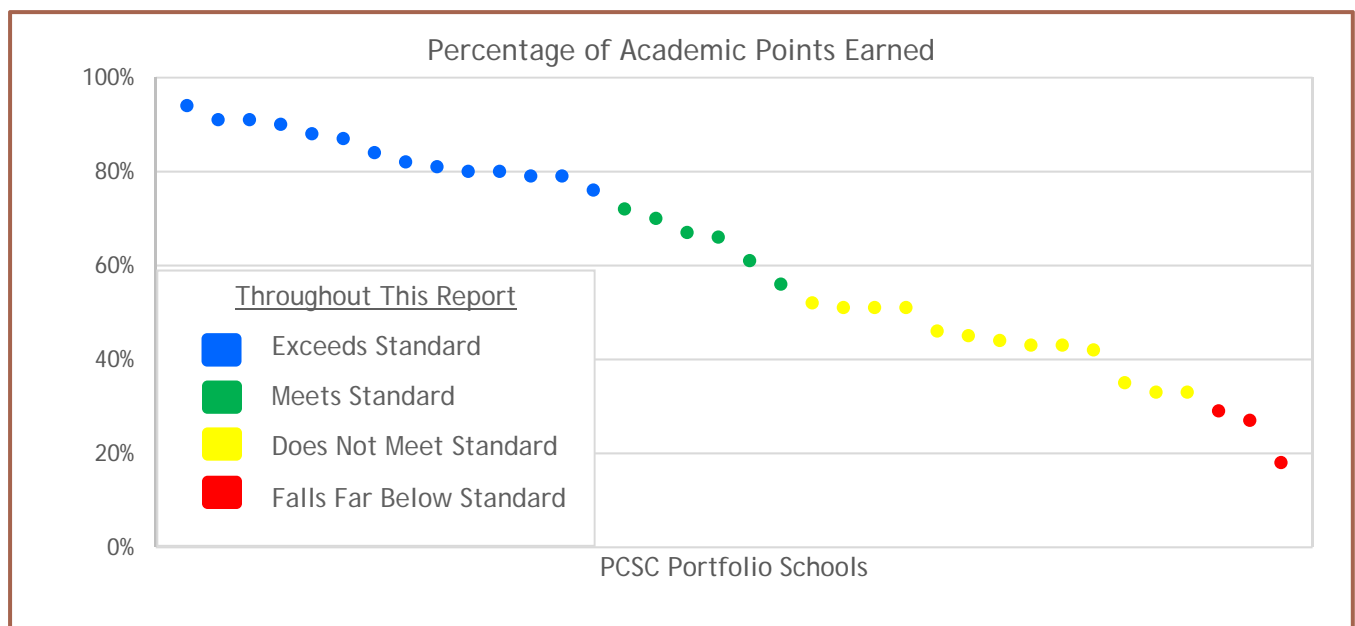
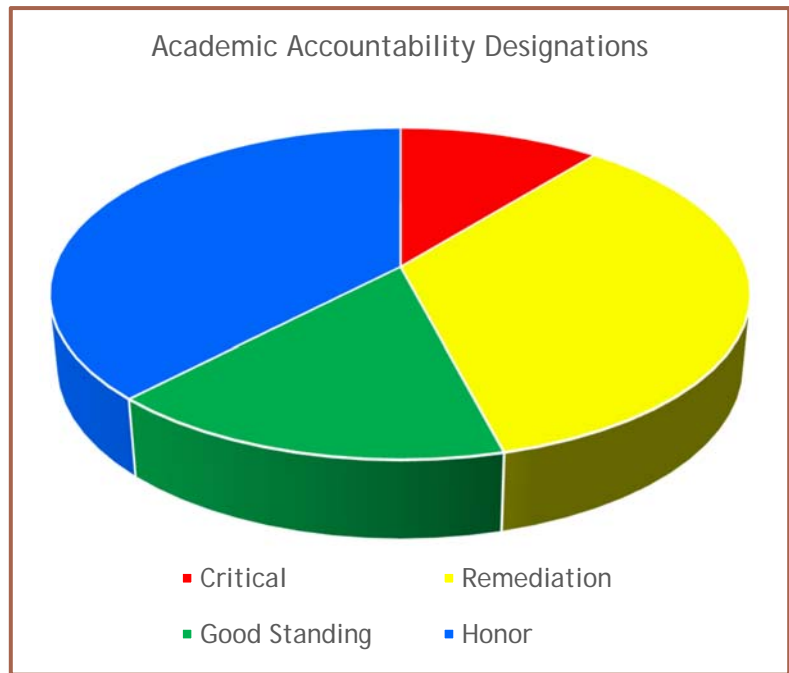
- ISAT proficiency by comparison to the state;
- ISAT proficiency by comparison to the surrounding district;
- Student-level growth toward proficiency (K-8);
- Student-level growth by comparison to academic peers (high school); &
- Graduation rate.

Certain measures are modified or eliminated for alternative schools, virtual schools, and schools serving limited grade sets.

While summary data can give us a sense of the overall performance of PCSC portfolio schools, each school's story is different. It is important to reserve judgement until one has visited the school, spoken to its educators and the families they serve, and viewed the data in the context of the school's mission and student population.

Individual schools' 2017 annual reports, which include comparative demographic data and other contextual information, may be found on the PCSC's website.

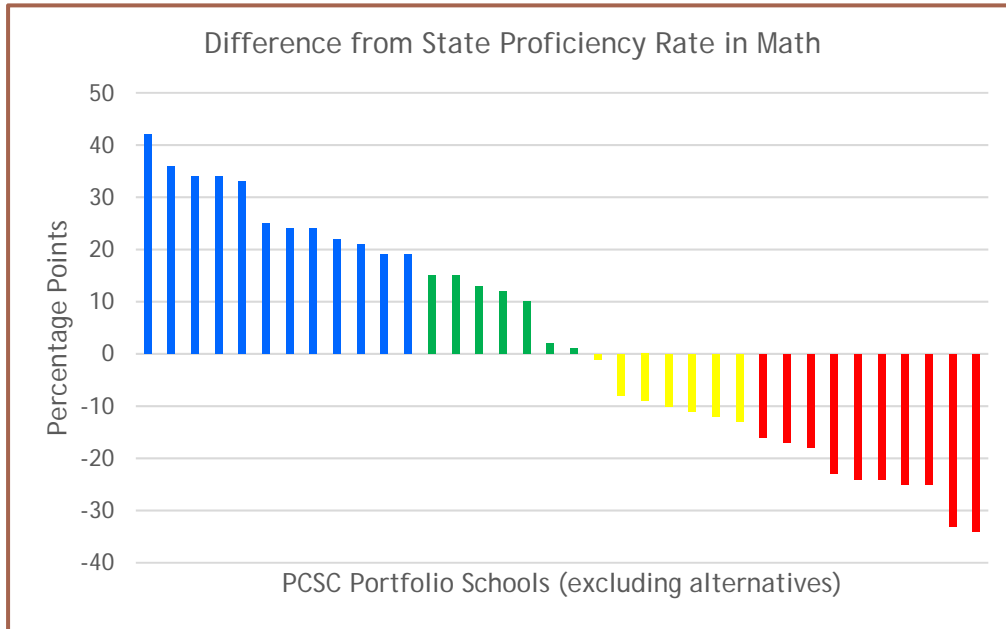
In 2017, the percentage of academic points earned by schools ranged from 15% to 94%, with a median of 61%.



Proficiency

A school's proficiency rate is the percentage of its students that achieved a rating of "proficient" or "advanced" on the Idaho Standards Achievement Test (ISAT). One way to evaluate the effectiveness of the PCSC's portfolio schools is by comparing their proficiency rates to the state average.

The following charts compare each PCSC portfolio school's 2017 ISAT proficiency rates to the statewide average for students in the same grade set served by the public charter school.

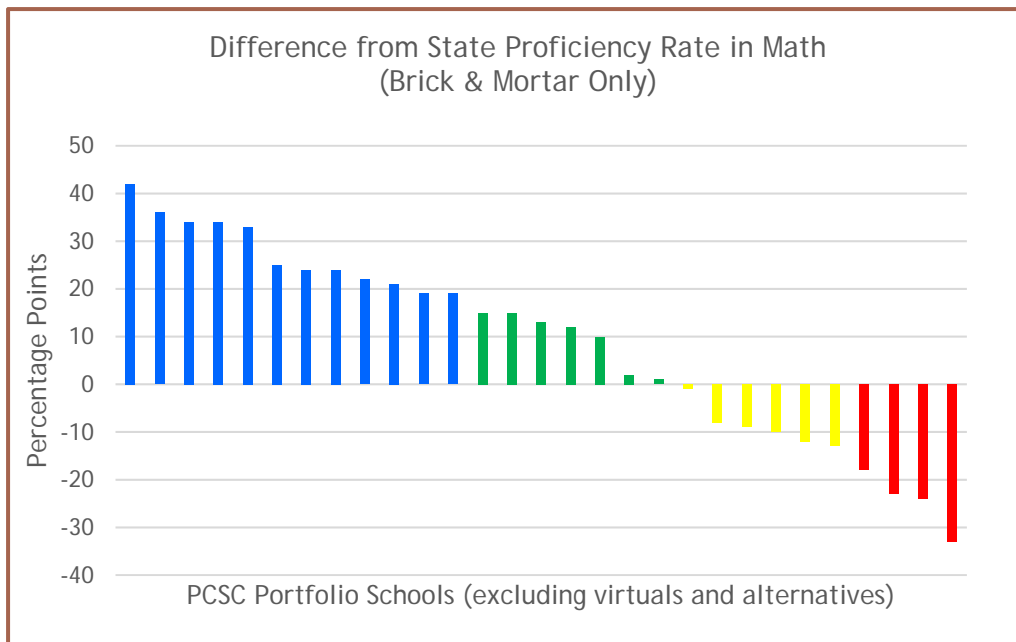


In math, 53% of PCSC portfolio schools exceeded the state average proficiency rate for the relevant grade set.

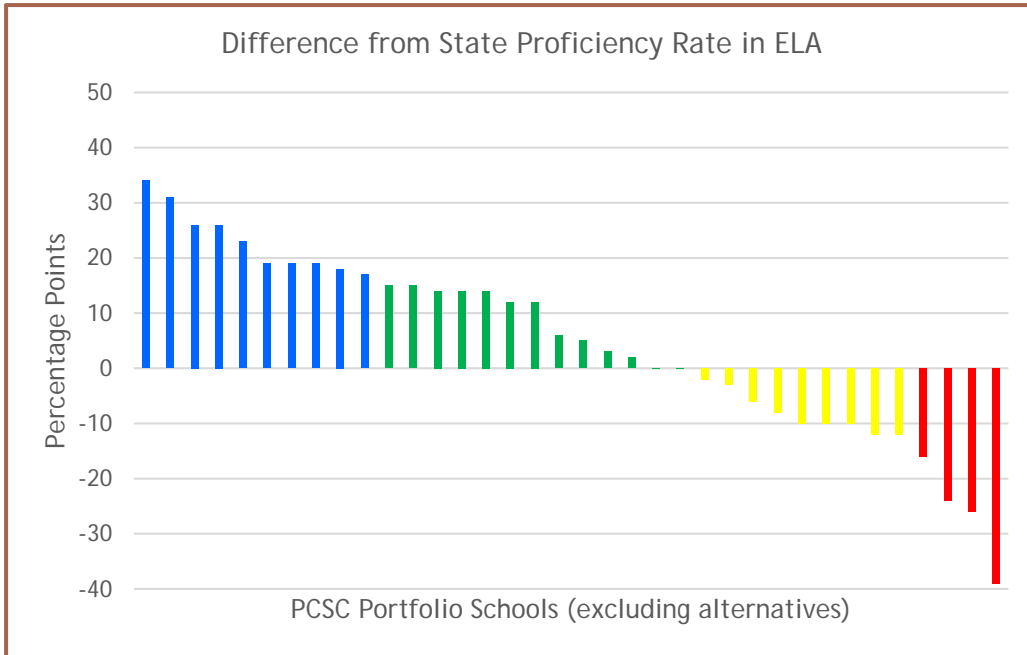
Two-thirds of these schools exceeded the state average by 15 or more percentage points.

Among the remaining 47% of schools whose math proficiency rates fell below the state average for the relevant grade set, more than half fell short by 15 or more percentage points.

The extent to which virtual schools' populations differ from those of most other types of schools is unknown. However, it is generally recognized that their student bodies tend to include somewhat higher percentages of mobile, at-risk, and academically struggling students than the state as a whole. When only brick-and-mortar charter schools are compared to their traditional counterparts statewide, the statewide comparative data shifts.

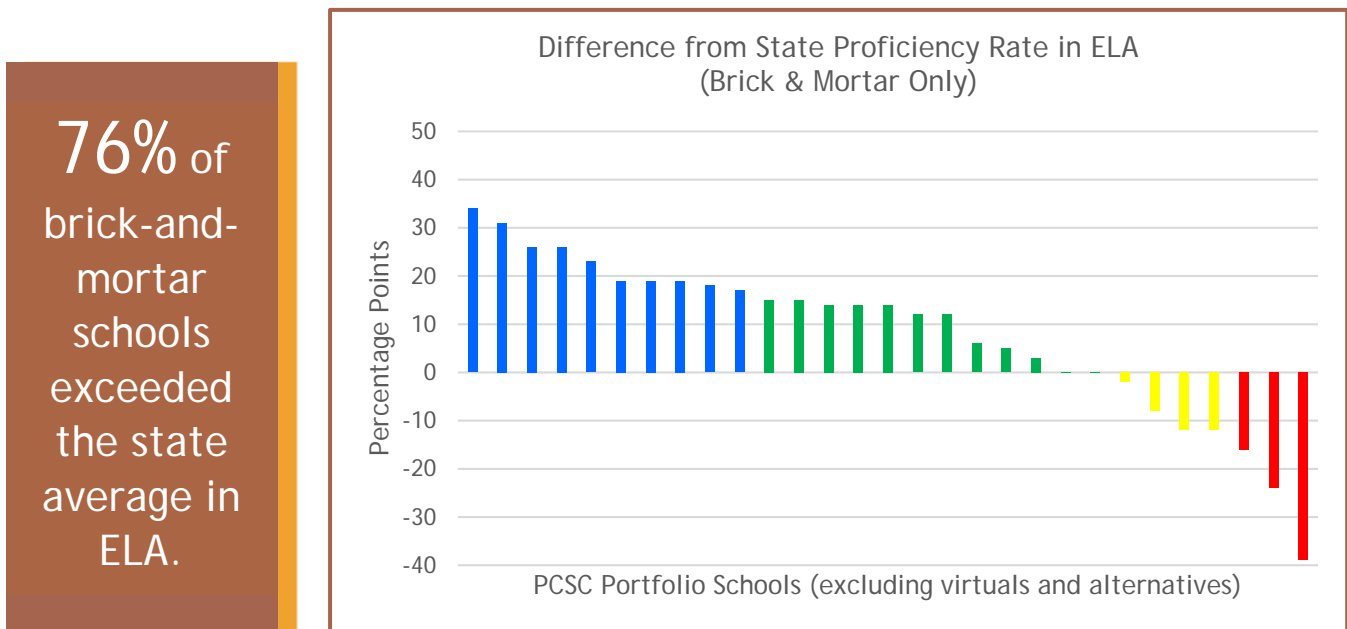


Among
brick-and-
mortar
schools,
66%
exceeded
the state
average in
math.



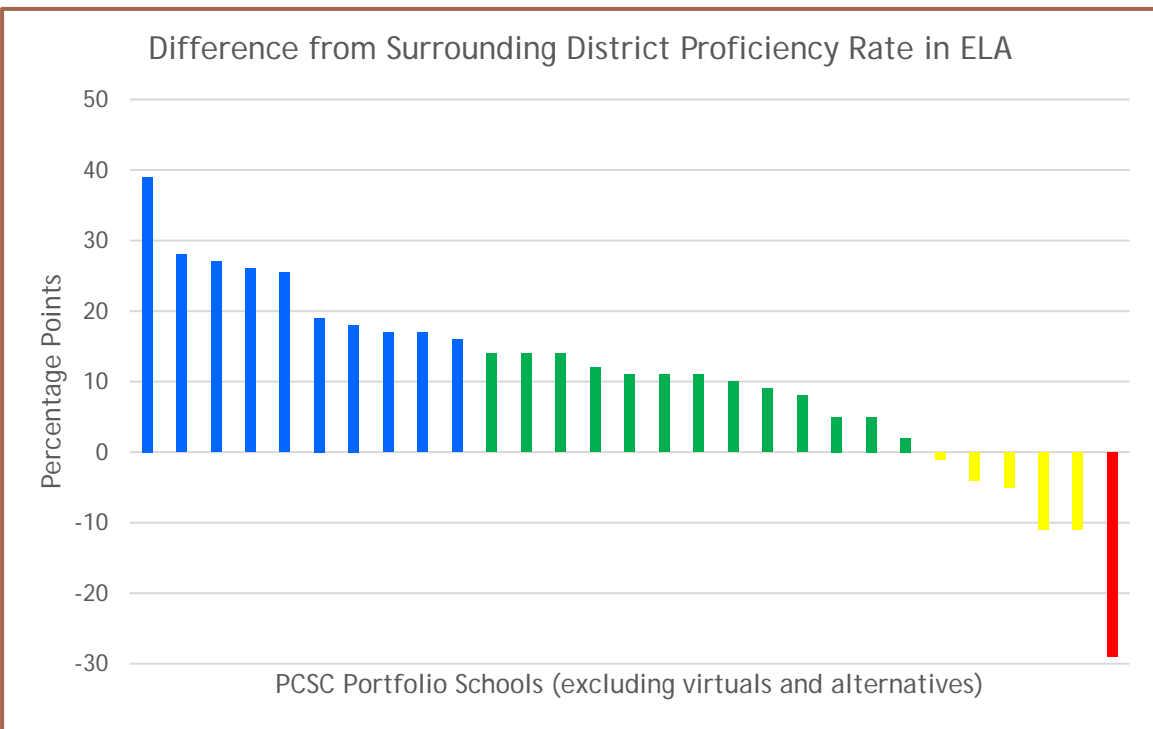
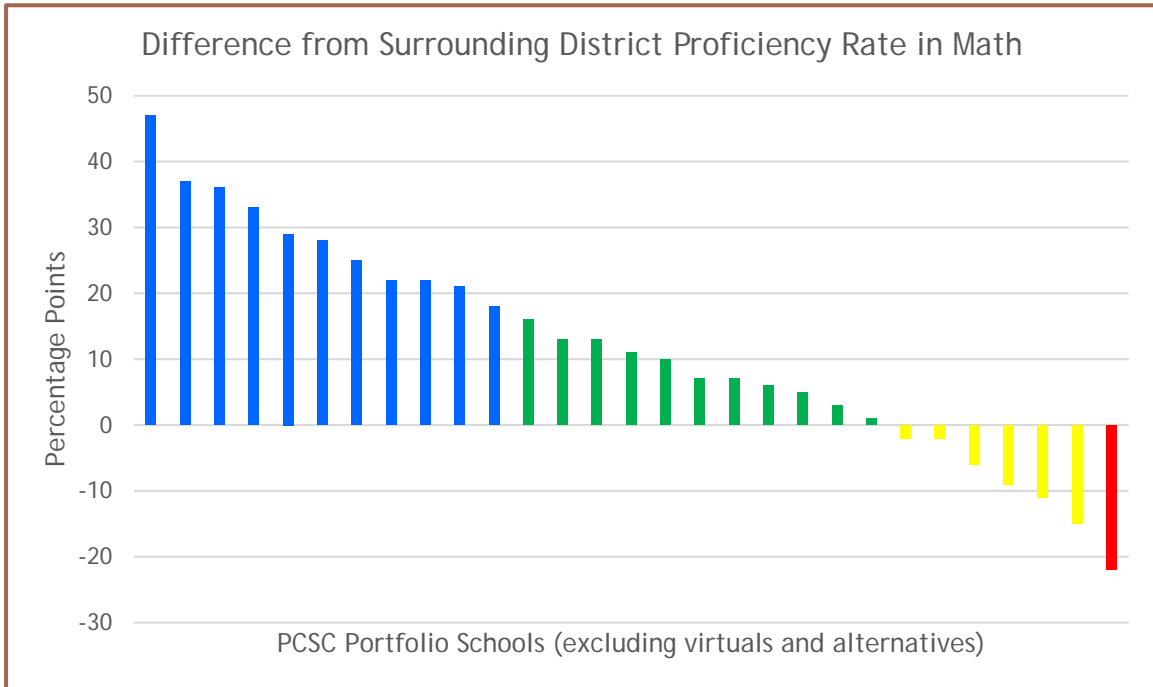
In English Language Arts, 64% of PCSC portfolio schools exceeded the state average proficiency rate for the relevant grade set. More than half of these schools exceeded the state average by 15 or more percentage points.

Among the remaining 36% of schools whose ELA proficiency rates fell below the state average for the relevant grade set, about one-third fell short by 15 or more percentage points.



Communities across Idaho vary widely, and comparisons to state averages can't tell the whole story of a charter school's success. The PCSC also considers how its portfolio schools' outcomes compare with those of their surrounding districts. This allows each school to be evaluated in the context of a community whose demographics - from ethnicity to mobility to socioeconomic factors - are typically more similar than those of the entire state.

As in the state comparisons above, PCSC portfolio schools are compared to the surrounding district average for the same grade sets they serve. Because virtual schools serve students across multiple districts or statewide, they are excluded from the district comparison charts that follow.



75% of PCSC portfolio brick-and-mortar schools had math proficiency rates that exceeded those of their surrounding districts.

80% had ELA proficiency rates that exceeded those of their surrounding districts.

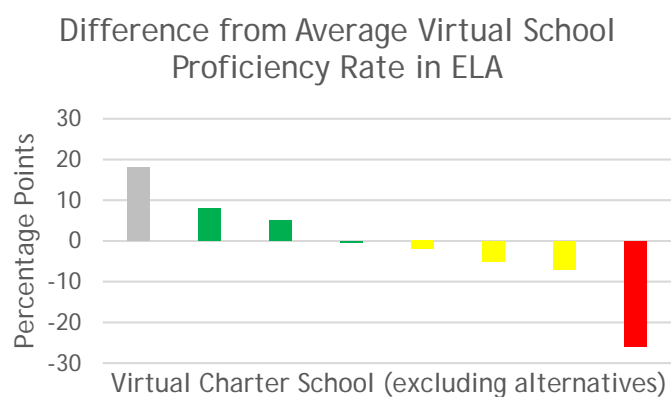
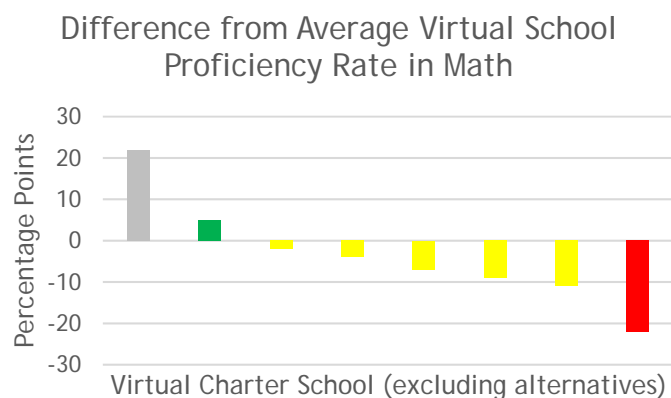
Virtual schools typically serve student bodies whose demographics are more similar to one another than to individual districts or the state. While most of Idaho's virtual charter schools are authorized by the PCSC, these charts include one, district-authorized virtual school (indicated by the gray bars).

Virtual charter schools' proficiency rates in math ranged from 22 percentage points above the virtual school average to 22 percentage points below the average.

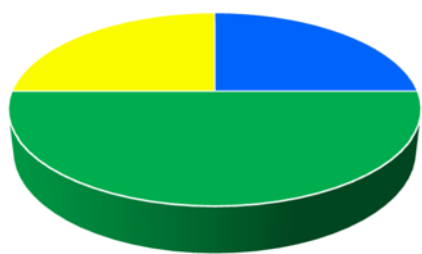
Virtual schools' ELA proficiency rates ranged from 18 percentage points above average to 26 percentage points below average.

The PCSC continues to **engage in conversation and data collection** to better understand to what extent factors such as student mobility and off-cohort enrollment impact virtual school populations.

In the meantime, stakeholders are invited to view individual virtual schools' annual reports, available on the PCSC's website, to learn more about their missions, student demographics, and academic outcomes.



Alternative Math Proficiency



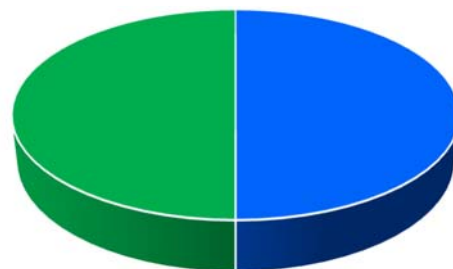
- Among top 10% of alternative schools statewide
- Above average but below top 10%
- Below average but above bottom 20%
- Among bottom 20% of alternative schools statewide

All four alternative schools showed above average student-level growth in ELA. Two exceeded the standard in math growth, while two did not meet the standard.

Alternative schools also serve significantly different demographics than the state as a whole.

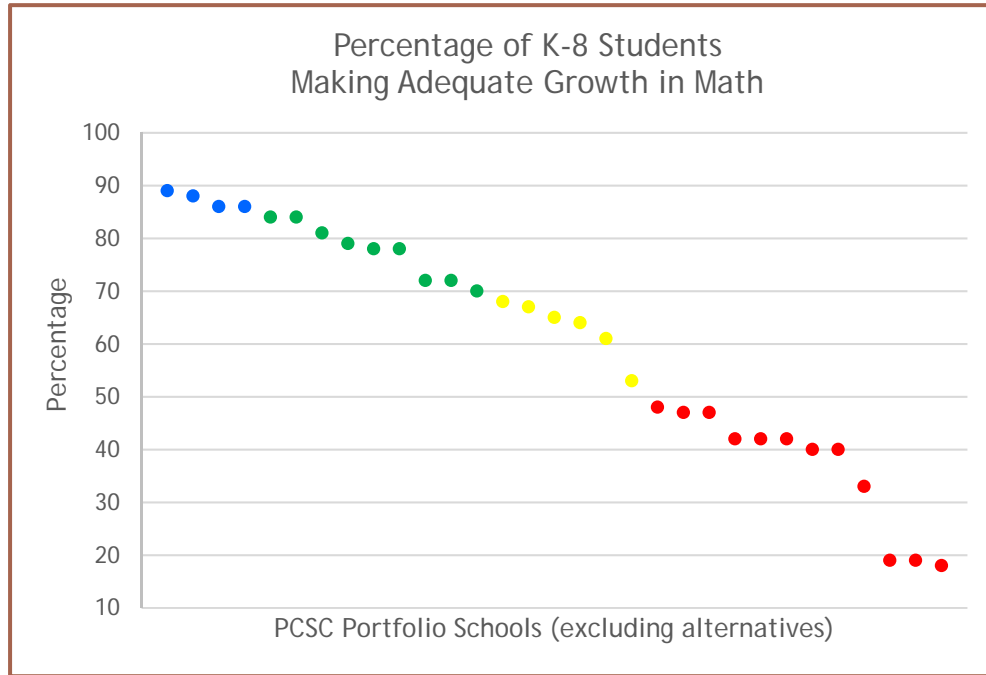
In 2017, the four alternative schools in the PCSC's portfolio, all of which are virtual, had proficiency rates that **trended above** those of the statewide averages for alternative schools.

Alternative ELA Proficiency



Student-Level Growth

The PCSC also assesses its portfolio schools on the basis of individual student growth. A criterion-referenced growth measure looks at the percentage of students in grades K-8 who are growing at a rate sufficient to reach proficiency within three years or by 10th grade, whichever comes first. Schools with at least 70% of students showing adequate growth receive a “meets standard” or higher rating on the performance framework.



In 2017, 50% of brick-and-mortar schools in the PCSC’s portfolio met or exceeded the standard in math.

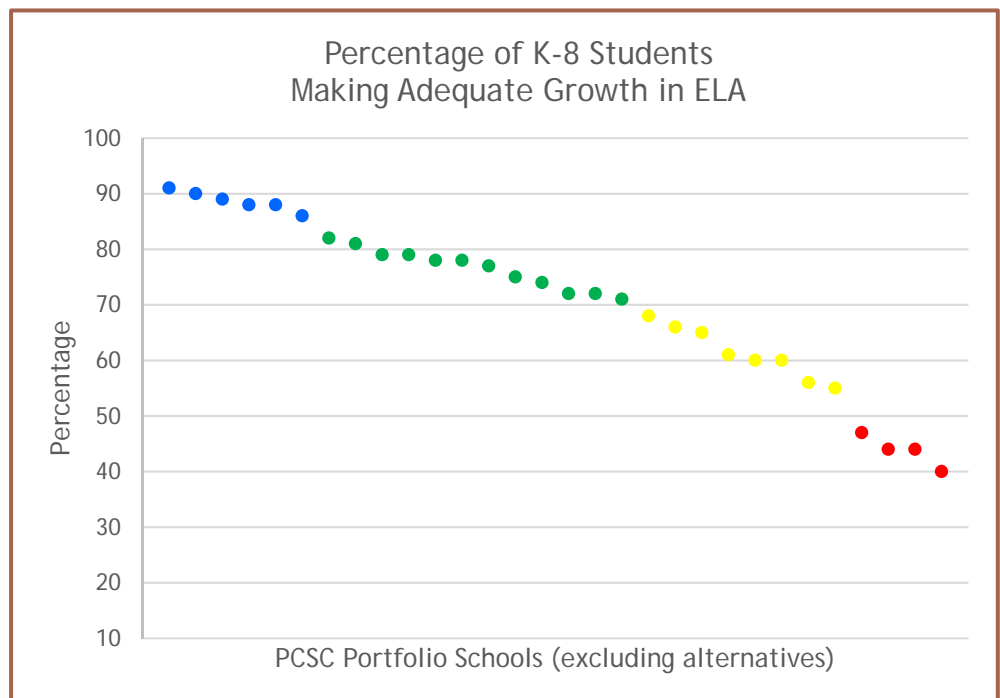
Another 20% came within ten percentage points of meeting the standard.

Eight brick-and-mortar schools, in addition to the four virtual schools serving grades K-8, fell far below the standard in math. In these cases, fewer than 50% of students were making adequate growth.

Two-thirds of brick-and-mortar schools in the PCSC’s portfolio met or exceeded the standard in ELA.

Another 20% of brick-and-mortar schools, plus two virtual schools, came within ten percentage points of meeting the standard.

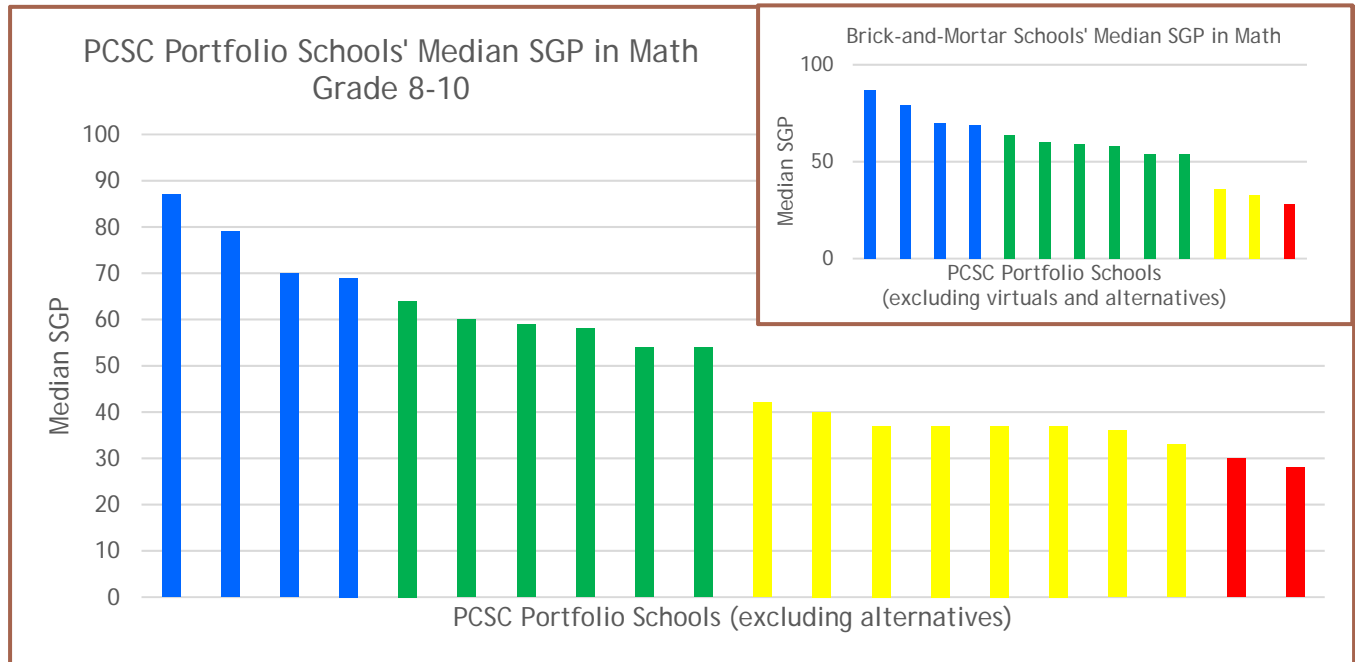
Three brick-and-mortar schools and one virtual school fell far below the standard in ELA.



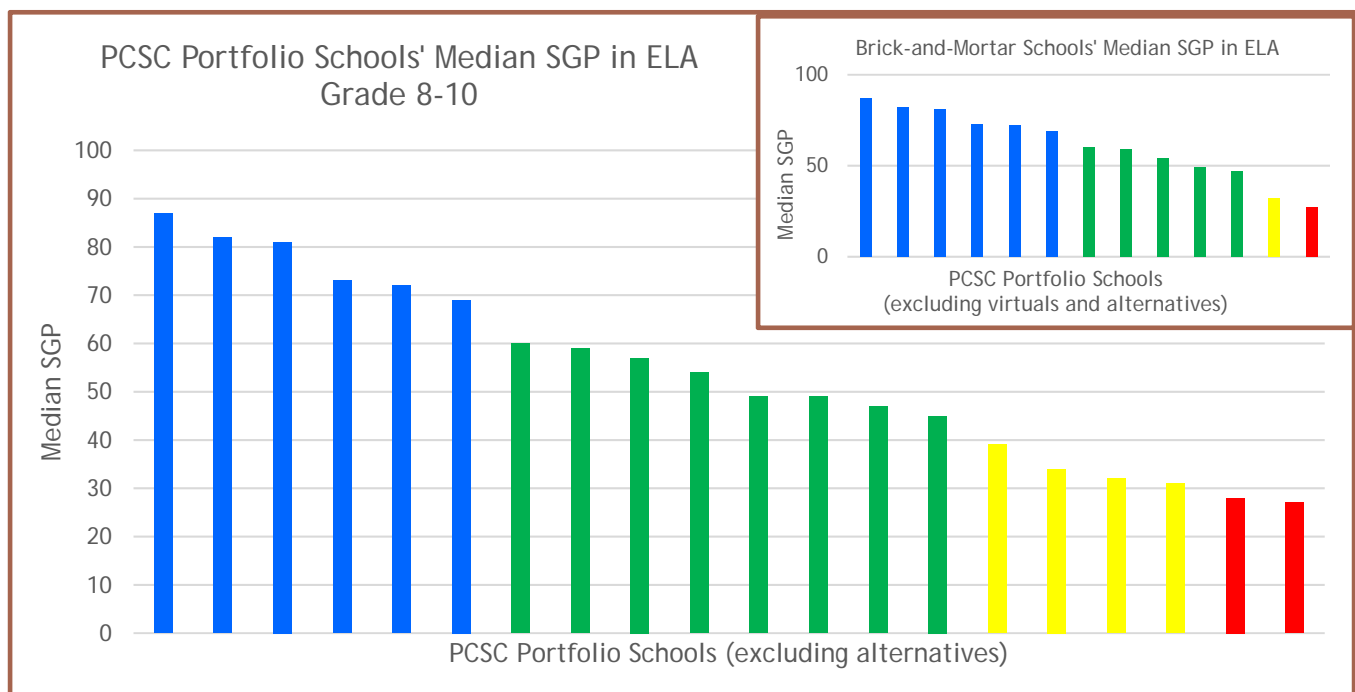
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High schools in the PCSC's portfolio are evaluated using a norm-referenced growth measure. This measure compares the growth of individual students to that of their academic peers. It examines growth from grade 8 to grade 10. For example, charter school tenth graders who scored "below basic" in 8th grade are compared to other students statewide who also scored "below basic" in 8th grade, while students who scored "proficient" are compared to other students who scored "proficient." The charts below reflect median student growth percentiles.



Among brick-and-mortar high schools in the PCSC's portfolio, 77% met or exceeded the standard in math and 84% met or exceeded the standard in ELA, with median SGPs above the 43rd percentile. Virtual schools' median SGPs generally fell between the 30th and 42nd percentile, though two virtual schools did meet the standard in ELA.



Graduation Rates

Graduation rates at Idaho's public schools are calculated using a four-year-plus-summer Adjusted Cohort Graduation Rate (ACGR).

40% of high schools in the PCSC's portfolio had graduation rates that exceeded the state average by **15** percentage points or more.

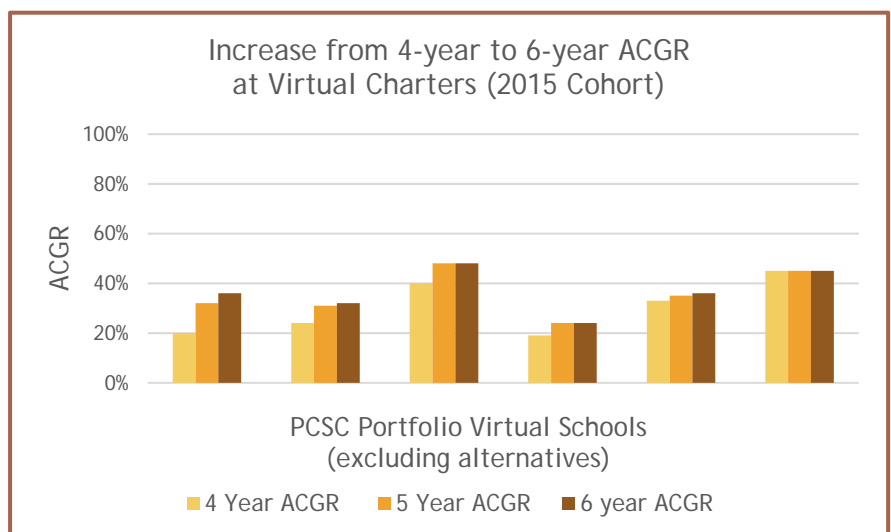
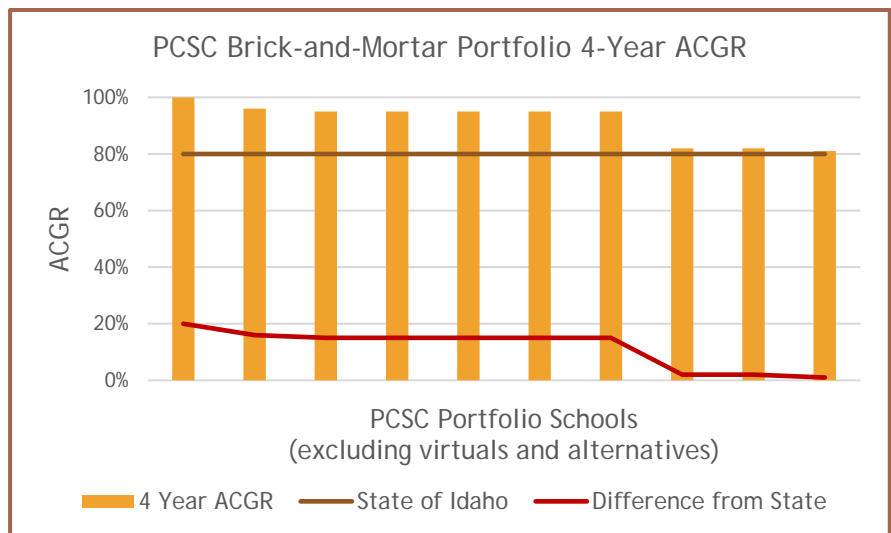
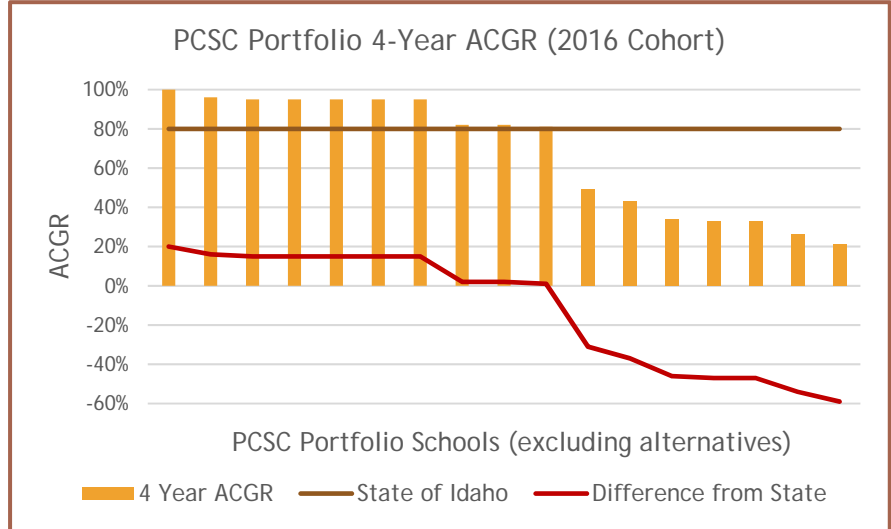
Both alternative and non-alternative PCSC-authorized virtual charter schools had low four-year ACGRs, ranging from 21% to 49%. (Idaho offers one other virtual charter school, whose ACGR was 67%.) The state average ACGR was 80%.

Virtual school leaders indicate that many students who enroll at virtual schools are already behind their cohorts. Some of their students are able to graduate in five or six years, rather than the traditional four.

Additional research and conversation are underway to examine how many students are credit deficient when they enroll at virtual schools, how far behind cohort they are, and the rate at which they recover credits after enrollment.

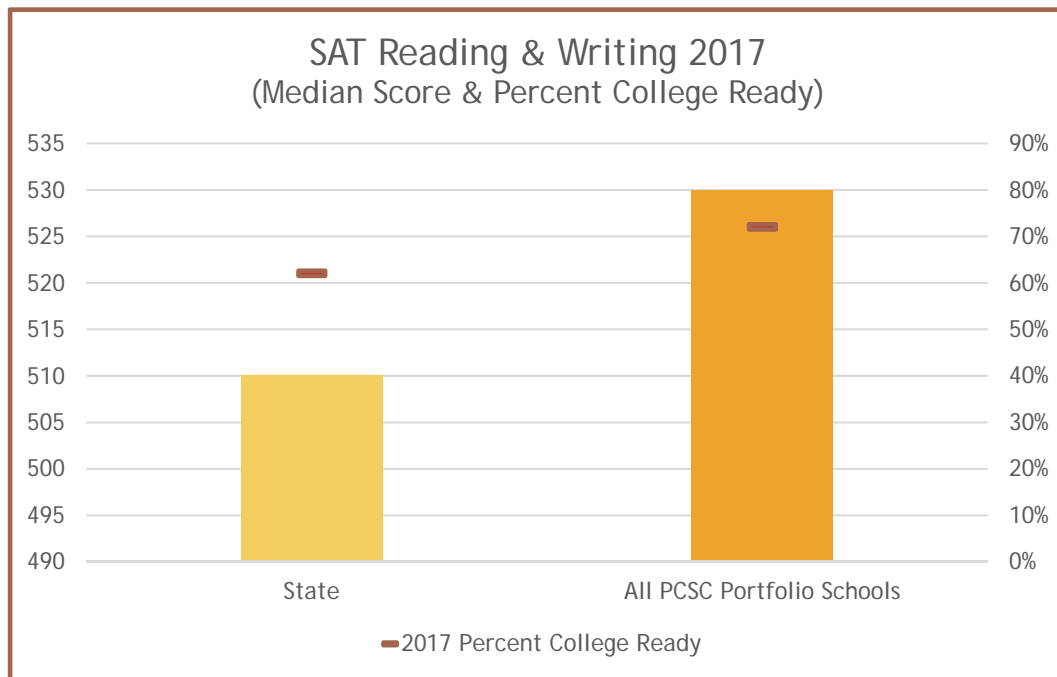
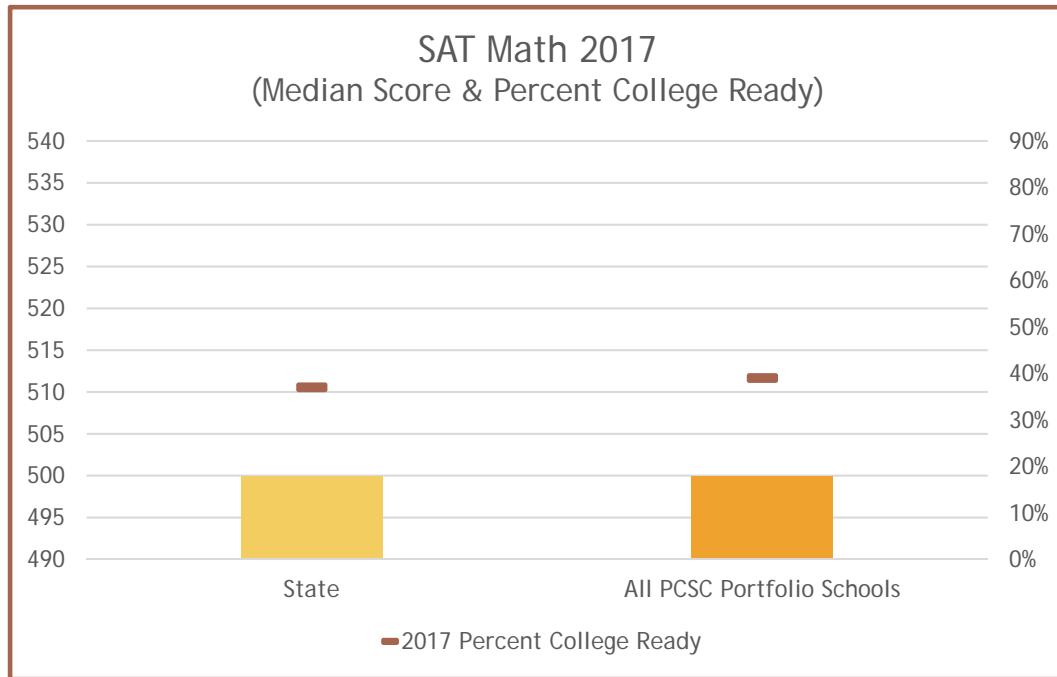
2015 cohort data indicates that non-alternative virtual schools graduated an additional 0% to 16% of students between a four-year and six-year cohort.

Alternative virtuals graduated an additional 4% to 11% of students.



SAT Results and Go-On Rates

SAT results offer additional perspective regarding schools' academic outcomes. The following charts compare SAT results for PCSC portfolio schools to those of the state. The data reflects all 11th and 12th grade students who took the SAT during the 2016-17 school year; participation was not required. It is important to note that the State category reflects a much larger sample than the PCSC Portfolio category. The left axis refers to median score, while the right axis refers to the percentage of students whose scores indicate college readiness.



The state's 2016 cohort Go-On rate was 49%. The rate for PCSC portfolio schools was 47%.

Operational & Financial Outcomes

The PCSC assesses its portfolio schools on a range of management and compliance outcomes. We also review schools' near-term financial health and long-term viability, bearing in mind that Idaho's public charter schools received \$118,965,210 in state funding during FY 2017. \$90,176,645 was disbursed to PCSC portfolio schools.

As in prior years, most PCSC portfolio schools demonstrated operational and fiscal strength. When weak areas did appear, they tended to be in the areas of late reporting and independent financial audit findings. A small minority of schools evidenced fiscal distress. In these cases, the PCSC has taken steps to protect taxpayer resources while allowing the schools every opportunity to regain stability.

Student Demographics

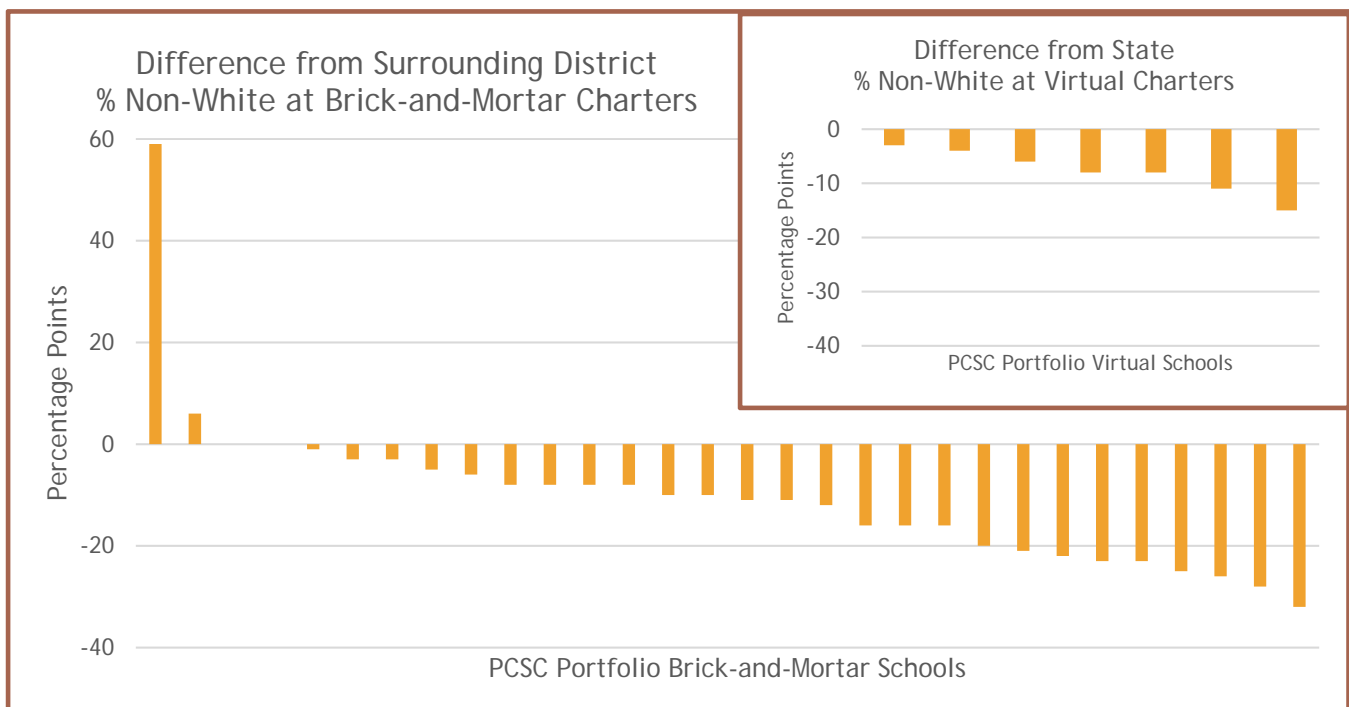
Though all students are welcome to attend Idaho's public charter schools, these schools do tend to be less demographically diverse than the state's traditional public schools.

Despite notable exceptions, most PCSC portfolio schools enroll smaller percentages of non-white students, students with limited English proficiency (LEP) or special needs, and free & reduced lunch (FRL) qualifying students than do their traditional counterparts.

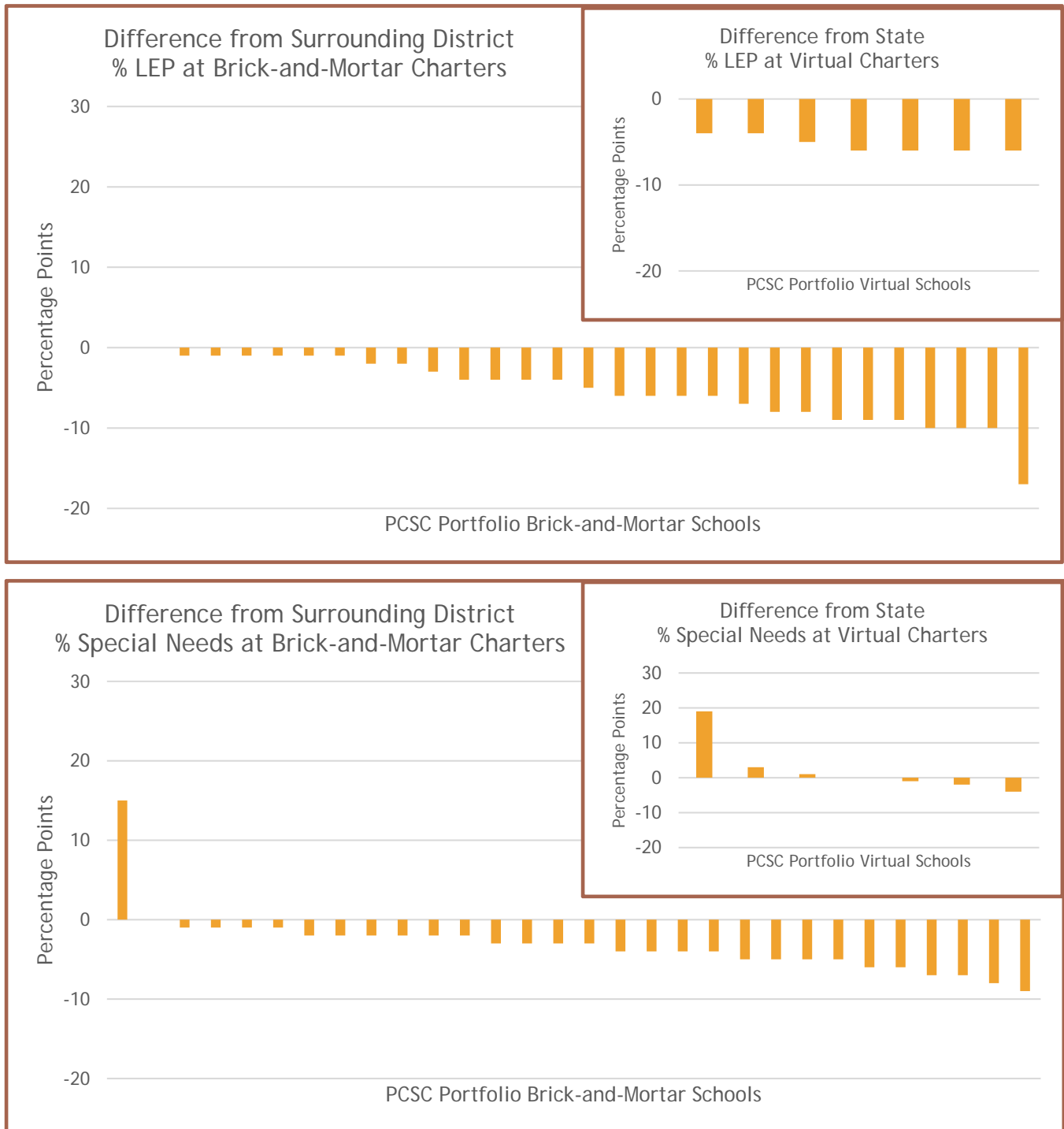
Virtual schools, though also less diverse than the state, tend to show a smaller discrepancy than many of the brick-and-mortar charter schools do by comparison to their surrounding districts.

Most PCSC portfolio schools actively encourage diverse students to enroll, but Idaho statute does not permit them to offer priority enrollment to these groups. An increasing number of new charter petitioners intend to **specifically target diverse students** through their educational programs. Many existing charter schools focus on serving low-income, special needs, LEP, at-risk, and other challenging populations.

Building public awareness of enrollment opportunities for all is a responsibility shared by the entire charter sector.

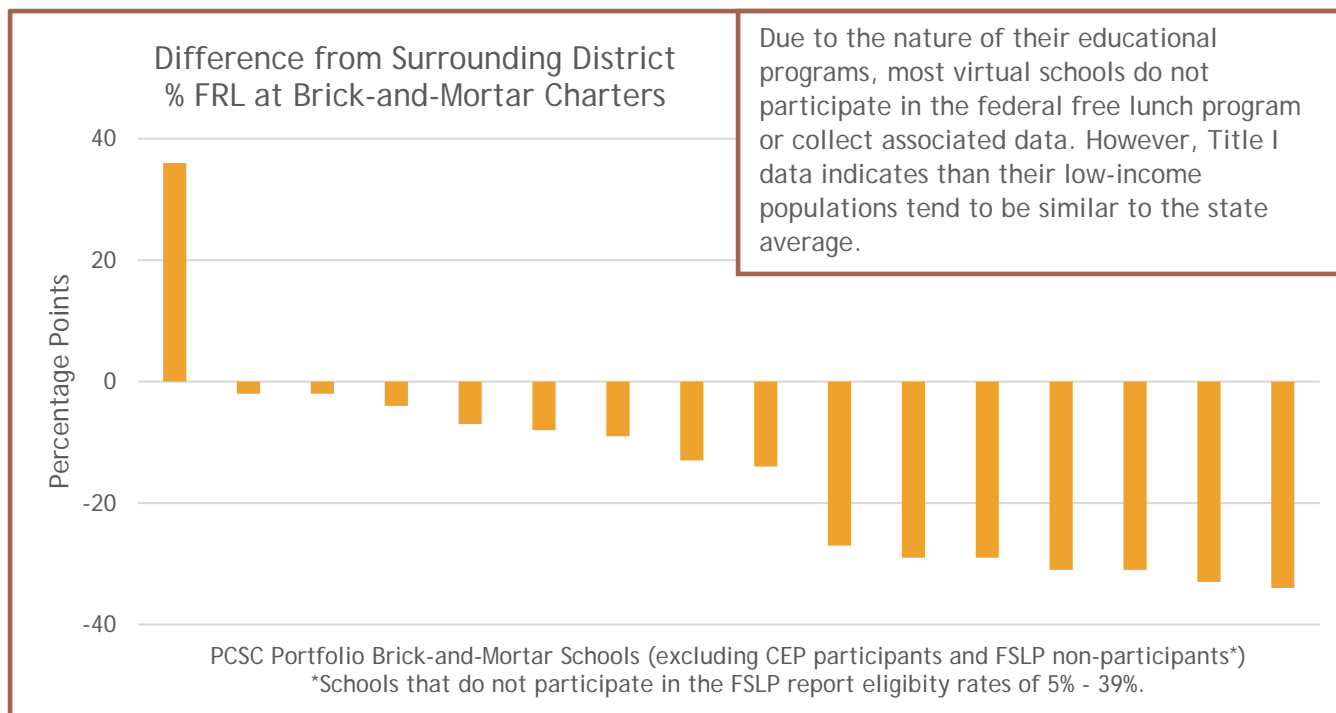


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In 2017, PCSC portfolio schools' collective proficiency rates for non-white, FRL, and special needs subgroups **exceeded state averages** in both math and ELA. LEP subgroup outcomes were comparable.

Individual schools' 2017 annual performance reports, available on the PCSC's website, contain additional demographic comparison data. This information provides **important context** for understanding each school's academic outcomes and is considered by the PCSC when making renewal decisions.



Charter Renewals

In 2017, the PCSC completed its initial cycle with the renewal of twelve charters. Seven of the twelve were renewed with conditions for necessary improvement. The PCSC took great care to ensure that such conditions would be both reasonable and effective in **promoting improved outcomes** for Idaho students.

Upon publication of this report, the 2018 renewal cycle remains underway. Two out of the thirteen schools under consideration qualified for automatic renewal; five more were recommended for unconditional renewal. The remaining six were recommended for renewal with conditions.

Ten of the twelve schools looking ahead to renewal in 2019 qualify for automatic or guaranteed renewal.

As the PCSC continues to converse with stakeholders and stay abreast of national best practices, we bear in mind that **success does not look the same at every school**, nor does every school succeed. Meaningful renewal requirements are crucial to the long-term health of the charter school sector, and the PCSC does not take lightly the impact of its decisions on students, families, and communities.

While school quality is of utmost importance for Idaho students, the PCSC also places high value on school choice. It is our sincere hope that Idahoans can work together to promote the development of more, high-quality new and replication public charter schools so that while a few may come and go, plentiful choice will remain.

We must be willing both to give promising ideas a chance, and to let go of them when reality falls short of expectations.

Looking Back, Looking Ahead

Twenty years ago, Idaho's charter school movement formed around a central concept: the exchange of increased autonomy for increased accountability. Time has witnessed a struggle to find an appropriate balance between these factors. Changing legislation, authorizer policies, and stakeholder experience have often tipped the scales in one direction or another, leaving half of the so-called "charter bargain" underrepresented.

In 2013, new legislation established a clear charter accountability structure based on national best practice. It also promoted school autonomy by removing the requirements that once forced authorizers to micromanage school inputs and charter petitioners' proposals.

As a result, the PCSC has been able to eliminate nearly all of its reporting requirements, as well as take risks on exciting proposals for new public charter schools. Implemented with fidelity, the structure centered around outcome-based standards and periodic renewals is both fair and effective.

Meanwhile, however, Idaho's public charter schools have seen their autonomy diminished by an increasing volume of other requirements. Public charter schools are responsible for essentially all of the same reporting obligations as are their traditional counterparts.

In addition to being time-consuming, the majority of these reports are linked to funding silos that further limit charter schools' ability to adapt to their students' needs.

Generally speaking, the purposes of funding silos and required reports are:

- 1) to ensure appropriate use of taxpayer dollars and
- 2) to encourage improved student academic achievement.

Put another way, the silos and reports are inputs intended to improve outcomes.

Public charter schools are already held to rigorous, outcome-based standards established in the performance framework. Chronic failure to meet these standards can result in a charter school's closure.

This high-stakes, outcome-based accountability structure serves to protect students and taxpayers. Conversation is underway regarding whether it should also earn public charter schools autonomy from state-mandated inputs that are directed toward the same goal.

We appreciate the increasing interest of our legislature and state agencies in seeking additional means of enhancing autonomy for all public schools. Public charter schools are particularly well suited to lead the way.

Idaho's public charter schools were intended to provide opportunities for innovation, safeguarded by a commitment to quality results. To this end, autonomy and accountability are not opposing forces, but different sides of the same coin. With twenty years behind us and a bright future ahead, the Public Charter School Commission stands ready to support the charter sector in finding the balance that allows it to thrive.

Funding silos and required reports are inputs intended to improve outcomes, but public charter schools are already held to outcome-based performance standards.

This level of accountability serves to protect students and taxpayers. Should it also earn public charter schools increased autonomy?

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TEACH FOR AMERICA - IDAHO

SUBJECT

Teach for America in Idaho – Progress Report

REFERENCE

June 2013 Board conditionally approved Teach for America as non-traditional route to teacher certification.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 through 1207, Idaho Code
Idaho Administrative code, IDAPA 08.02.02.042.03 – Alternate Routes to Certification – Non-Traditional Route to Teacher Certification.

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education
Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

Teach for America (TFA) expanded to Idaho in 2015. The organization recruits high achieving, recent college graduates to serve as teachers in low income urban or rural school districts. Referred to as corps members, TFA teachers serve a two-year term as a teacher. After their two-year commitment, corps members make the decision regarding their next career. In Idaho, 72% of the over 50 alumni have chosen to continue working in education in Idaho.

Leading up to their time in the classroom, corps members in Idaho participate in a thorough preservice training program developed and implemented in partnership with Boise State University. Upon placement in the classroom, corps members receive regular professional development in addition to school district or charter school professional development programs.

Currently, TFA-Idaho partners with seven western Idaho rural school districts and two charter schools. There are 32 corps members teaching in classrooms among those school districts and charter schools, with most of them teaching in STEM and special education classrooms.

The presentation will provide an overview of TFAs preservice and professional development program for its corps members, along with measurable outcomes in the student performance and identify opportunities for TFA to work with the State Board and State Department to address teacher training and teaching in high needs areas.

IMPACT

This item will provide an update on Teach for America – Idaho's work as a non-traditional route to teacher certification in Idaho.

STAFF COMMENTS AND RECOMMENDATIONS

The Board is responsible for approving all educator preparation programs in Idaho. Currently there are two Board approved non-traditional preparation programs, American Board for Certification of Teacher Excellence (ABCTE) and Teach for America (TFA). All non-traditional programs must meet the same educator preparation standards as traditional programs. Prior to any programs approval, the program is reviewed for alignment to these programs.

Current practice is for the Professional Standards Commission to review new programs and make recommendations to the Board regarding program approval. New program reviews are conducted through a "Desk Review" and do not include an on-site review. The Commission review process evaluates whether or not the programs meet or will meet the approved Certification Standards for the applicable certificate and endorsement area. The Commission may recommend to the Board that a program be "Approved," "Not Approved," or "Conditionally Approved." Programs conditionally approved are required to have a subsequent focus visit. The focus visit is typically scheduled three years following the conditional approval, at which time the Commission forwards a new recommendation to the Board regarding approval status of the program. Teach for America was given conditional approval by the Board as a non-traditional program at the June 2013 Regular Board meeting. The program has not had an on-site review to date and is still operating under the original conditional approval.

BOARD ACTION

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

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SUBJECT

Apply Idaho Report

REFERENCE

June 2017

Board received an update on Next Steps Idaho and early work on a single application as part of the Work Session.

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education

Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

In early 2015, Board staff began working on an updated version of a common application that could be used at any of Idaho's public institutions. Prior to this time, the four-year institutions and Eastern Idaho Technical College, were required to use a common application that was developed in conjunction with the Board office. With the increase of technology and the move to on-line applications the institutions had maintained the common "paper" application, however, the on-line application forms differed widely. After Direct Admissions launched in the fall of 2015, the direction of the Idaho common application was changed to better align with the Direct Admissions initiative.

Apply Idaho, a new electronic common application, was launched September 22, 2017. This new application provided a streamlined process for graduating seniors to apply to all of our public institutions through a single application. Through Apply Idaho much of the required data in the application would be pulled from the Educational Analytics System of Idaho, the statewide longitudinal data system. Students may select which institutions they were interested in attending and the data is then sent to those public postsecondary institutions.

IMPACT

The attached report will help to inform on the work being done by Board staff and provide an opportunity for additional direction.

ATTACHMENTS

Attachment 1 – Apply Idaho Report

Page 3

Attachment 2 – Institution Supplemental Questions

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STAFF COMMENTS AND RECOMMENDATIONS

Feedback on Apply Idaho was solicited from students, counselors, site coordinators of College Application Week, and the admissions offices of the public postsecondary institutions. The response towards Apply Idaho has been positive. More than 8,700 students have submitted more than 22,000 applications. In high schools where more than 10 students are enrolled, 14 high schools had more than

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90% of their senior class apply through Apply Idaho. Many of the larger high schools participated in Apply Idaho and 25 high schools had more than 100 students submit applications through Apply Idaho.

During this first year there was some confusion around the process and whether a student should apply directly through an institution's website or through the Apply Idaho application. Counselors reported that in some instances, institution staff indicated students would need to reapply through the institution's website or after completing the application through Apply Idaho students were requested to complete additional supplemental questions before the institutions would consider their applications. Five of the eight institutions required supplemental questions which were sent out to the students. The students were then required to complete the supplemental questions before the institution would consider their application complete. This caused confusion among some students and counselors because they believed Apply Idaho was a complete and total application process. Board staff is working with the institutions to continue to streamline the process in hopes of eliminating barriers for students to enter postsecondary education.

BOARD ACTION

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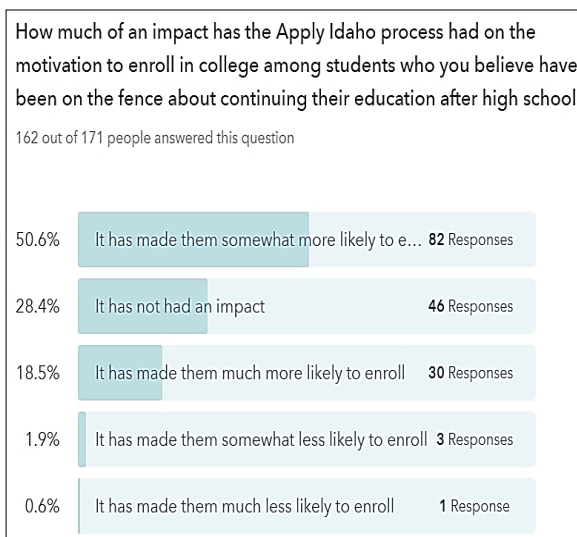
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**Apply Idaho: Does It Work and Does It Matter?
Student and Counselor Perspectives
Jean M. Henscheid, Ph.D.
OSBE Principal Policy Analyst
1.30.18**

The purpose of the Apply Idaho online application is to motivate a greater number and range of Idaho high school seniors to complete application paperwork for at least one of Idaho's eight public colleges and universities. This report highlights findings from statewide Apply Idaho surveys about how well this policy is achieving that purpose from the perspective of key stakeholders. Surveys were distributed by State Board staff via email between November 2017 and January 2018 and completed online by 616 high school students, 180 college and career counselors, and 83 site coordinators of Idaho's 2017 College Application Week (CAW). The acceptable minimum response rate for policy analyses (10%) was well exceeded among counselors and CAW site coordinators but fell just short among students. This report displays select numeric findings and representative open responses from the three surveys. Definitive answers to questions about the actual efficacy of Apply Idaho must wait for final postsecondary application, enrollment, retention, and completion rates. In the meantime, these survey results suggest that answers to "does it work" and "does it matter" among students and high school educators are "yes" and "yes."

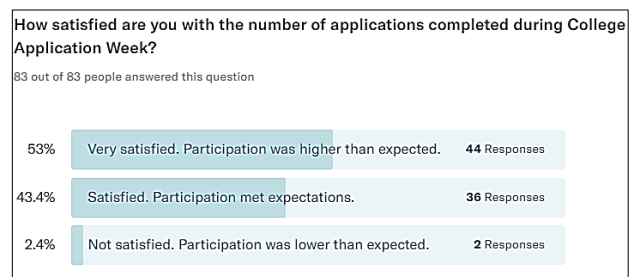
Motivating a wider range of students to apply to at least one Idaho college or university

College and Career Counselors



"Apply Idaho [has] simplified the process and allow[s] more students to complete applications."

CAW Site Coordinators



Students

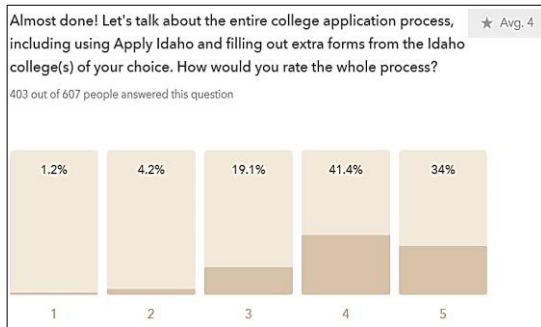
"It's an essential service for underprivileged seniors who aren't as likely to apply for colleges the normal way."

"If this didn't exist, I would not have applied."

"This really made applying to college less scary for me."

Improving the process for 2018-2019

Students



“Honestly, there's so much information [institutions] need and some of it I'm still unsure about or don't know. There are also many confusing questions... I have emailed every college I've applied to because I'm confused about that.”

“Apply Idaho seemed to just let colleges know that I was interested in them, all asked me to fill out additional information and their entire application if I wanted to be considered for scholarships or participate in organizations in the school.”

“It was pretty easy, just annoying to have to fill out the extra emails. If I was to apply to colleges again, I would just go to their school website.”

“I do appreciate your effort; unifying all of Idaho's colleges under one application is a noble goal... Keep working to attain it.”

CAW Site Coordinators

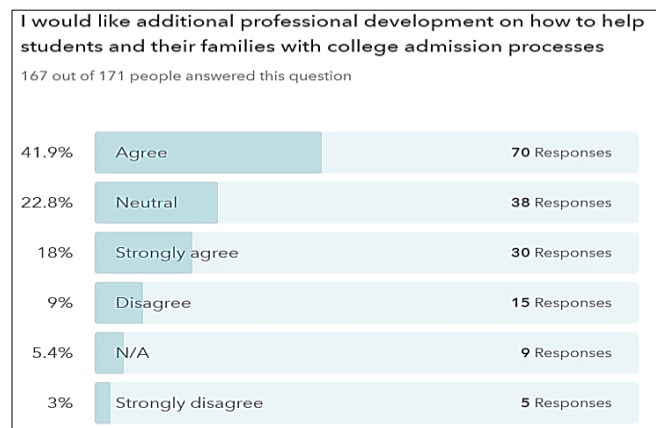
“Work with colleges and universities to improve the Apply Idaho application so students don't have to complete supplement forms.”

“The Apply Idaho website added an extra step in the process, rather than eliminating a barrier it created a new one. Many of the colleges sent follow up emails that had additional directions to follow. If the student did not follow the steps in the email it was as if they did not apply at all. The ads and the Apply Idaho website stated there were 4 steps involved and the application was done but that is not a true statement when they have to follow up later on with each school.”

“Apply Idaho is too easy - it is a great start but needs to be a little more realistic. There are hoops in college students have to jump through.”

“Help streamline the college application process... Where students are getting hung up is with the FAFSA.”

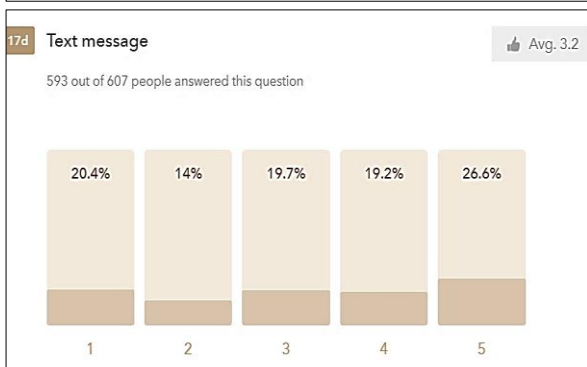
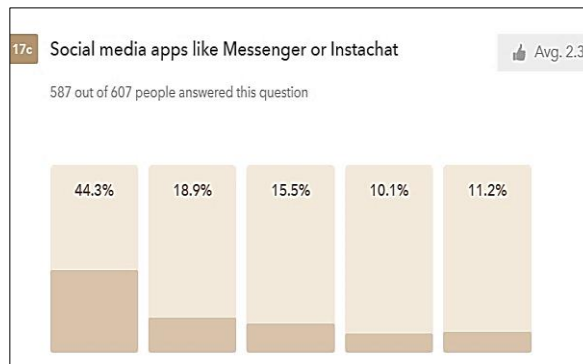
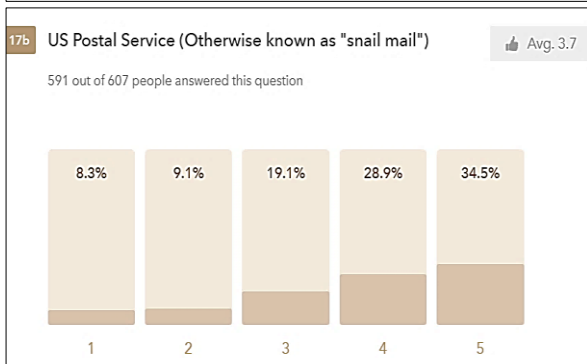
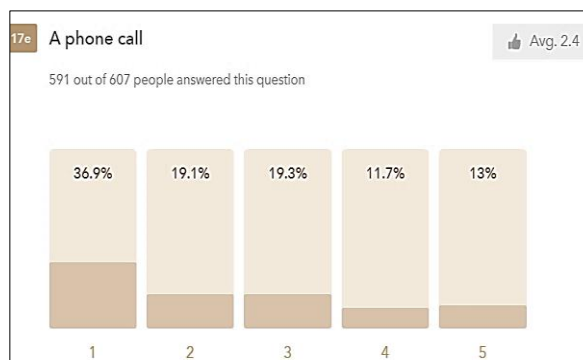
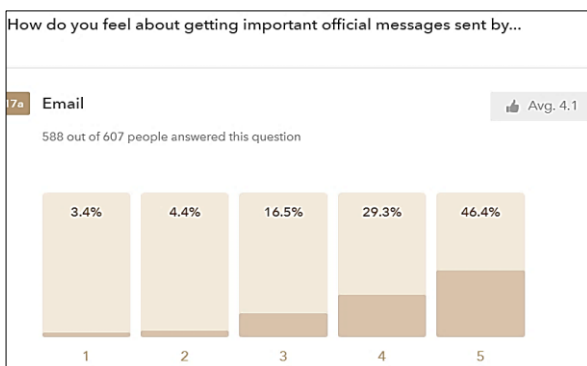
College and Career Counselors



Advice from students on communicating important information to them

“Please send acceptance letters through the mail because keeping those letters will be a memory and something fun to look back on in the future. Also showing my future children my letters will be fun.”

“Once people have applied to their colleges, stop sending them letters please!”



“Emails get forgotten, phone calls get ignored, snail mail gets repetitive. Be original, but don't try to be trendy.”

“One thing that I think would make it easier would be to make my account the same account that I use for high school purposes. That way, I wouldn't have to create a new password and username for the apply Idaho site. One less password I have to remember.”

“As far as receiving important official mail goes... When you do [well], you start getting a LOT of "important official mail" and it becomes incredibly difficult to sort out what actually is important to you. I would hate to get spammed on my social media because I'm already being spammed through my mailbox and my email. I don't even bother to open them anymore unless they're from a school whose name I recognize... It's far too overwhelming and it makes choosing a college a lot more difficult and a lot more daunting.”

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Boise State University

Social Security Number

Ethnicity

Race

*Native language

Did you enter the US under Refugee or Political Asylee status?

Total years of middle school, high school, or college attended in the US

*Cell phone

Permission to text

*Interest in Honors College

*Option to review information collected through Apply Idaho

Additional Contact 1 First name

Additional Contact 1 Last name

Additional Contact 1 Relationship to student

Additional Contact 1 Email address

Additional Contact 1 Phone number

Is Additional Contact 1 an emergency contact?

Is Additional Contact 1 at the same mailing address? (address fields appear if student selects "no")

Additional Contact 2 First name

Additional Contact 2 Last name

Additional Contact 2 Relationship to student

Additional Contact 2 Email address

Additional Contact 2 Phone number

Is Additional Contact 2 an emergency contact?

Is Additional Contact 2 at the same mailing address? (address fields appear if student selects "no")

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Idaho State University

*First name

*Last name

*Birthdate

*Email address

*Preferred phone type

Cell phone

Home phone

Street address

City

State

Zip

*Citizenship status

Social Security Number

Parent first name

Parent last name

Relationship to student

Parent email

Parent phone number

Parent address

Religious affiliation

First generation

Interested in campus housing

Plan to apply to study abroad

Plan to apply for campus employment

Plan to apply for an honors program

Is either parent an alumnus of ISU

What is the primary factor influencing your decision to apply to ISU

Do you have a disability or special need

Have you ever been expelled from an institution (i.e. high school or university)

Have you ever been convicted of a felony

*Security question 1

*Security question 2

Entry term

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Lewis-Clark State College

*Transcript

*Test score

Social Security Number

Copy of resident alien or DACA documentation if student is not a U.S. citizen

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University of Idaho

*First name

*Middle name

*Last name

Other names used

*Gender

*Birthday

*Email

*Parent 1 education level

Parent 1 graduated or earned 90 or more credits from UI

Parent 1 is deceased

Parent 1 first name

Parent 1 middle initial

Parent 1 last name

Parent 1 suffix

Parent 1 country

Parent 1 address

Parent 1 city

Parent 1 state

Parent 1 zip

Parent 1 email

Parent 1 phone

Parent 1 employer

If Parent 1 attended UI, campus activities and any living group affiliation

Parent 1 memberships in organizations

*Parent 2 education level

Parent 2 graduated or earned 90 or more credits from UI

Parent 2 is deceased

Parent 2 first name

Parent 2 middle initial

Parent 2 last name

Parent 2 suffix

Parent 2 country

Parent 2 address

Parent 2 city

Parent 2 state

Parent 2 zip

Parent 2 email

Parent 2 phone

Parent 2 employer

If Parent 2 attended UI, campus activities and any living group affiliation

Parent 2 memberships in organizations

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Interest in Pre-Health Program such as Pre-Medicine, Pre-Nursing, etc.

City of birth

State of birth

List activities, offices held, and accomplishments during the past 4 years

List honors and awards earned during the past 4 years

Describe work experience

List community service activities

Career goals

*Have you ever been found responsible for a disciplinary violation at any educational institution you have attended from the 9th grade of high school forward (or the international equivalent), whether related to academic misconduct or behavioral misconduct that resulted in a disciplinary action?

These actions could include, but are not limited to reprimand, warning, probation, suspension, removal, dismissal, or expulsion from the educational institution

*Other than minor traffic offenses (e.g., speeding, parking tickets, etc.), (1) have you ever been adjudicated guilty or convicted, had a withheld judgement, or pleaded no contest to a misdemeanor, felony, or other crime, (2) are such charges pending against you, or (3) have you been required to register as a sex offender by any legal authority in the U.S. or any other country? (Note: If the criminal adjudication or conviction has been expunged, sealed, annulled, pardoned, erased, or otherwise ordered by the court to be kept confidential, then you are not required to answer "Yes" to this question, or provide an explanation)

Interest in particular offices or programs (e.g. Children's Center, LGBTQ, Disability Support Services)

*Signature

*Date of submission

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College of Eastern Idaho

No additional information requested

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College of Southern Idaho

No additional information requested

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College of Western Idaho

No additional information requested

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North Idaho College

*State of residence

*County of residence

*Dates lived in state and county

*Previous county and state (if dates indicate less than 1 year at current residence)

Interest in applying for financial aid

*Social Security Number (required only if student answers “yes” to interest in financial aid)

Emergency contact name

Emergency contact relationship

Emergency contact phone number

Previous colleges attended (dual credit providers)

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SUBJECT

2018 Legislative Update

REFERENCE

June 2017	The Board approved legislative ideas for the 2018 legislative session.
August 2017	The Board approved 2018 legislation, including drafted language.
January 18, 2018	The Board approved support of two additional pieces of legislation regarding the hiring of executive staff by the Board and a framework establishing sideboards to dual credit courses paid for by the state.

BACKGROUND/DISCUSSION

This item is to provide the Board with an update on Board approved legislation and other education related bills considered during the 2018 legislative session. To date, the Board -approved twelve (12) bills and supported two (2) additional pieces of legislation for the 2018 legislative session.

Following is a list of where each bill considered by the Board is in the process:

Board Submitted Bills:

- RS 25660 - Agricultural College Endowment (501-01) – Awaiting print hearing in House Agricultural Affairs Committee
- RS 25661 - College of Agriculture Seed Certification (501-07) – Pulled at the direction of the Governor's office pending additional work with stakeholders on broader changes
- RS 25663 - School District Employee Personnel Files (500-05) – House Education Committee – voted not to introduce
- RS 25694 - Career Technical Public School Funding (501-10) – Pending Print Hearing in Senate Education Committee
- SB 1210 - Eastern Idaho Technical College Repeal – Passed Senate 35-0-0 Vote, Pending Hearing - House Education Committee
- SB 1211 - Professional Standards Commission – Clarification (500-07) – Introduced Senate Education Committee - Pending Bill Hearing
- SB 1212 - Definition of Career Technical Education (501-11) – Pending Bill Hearing – Senate Education Committee (scheduled 2/6/17)
- SB 1221 - Transfer and Articulation – General Education Credits (501-05) – Pending Bill Hearing – Senate Education Committee
- SB 1222 - Career Technical Education Secondary Program Incentive Funding (501-21) – Passed the Senate 33-0-2 Vote, Pending Hearing House Education Committee
- HB 365 - Liquor Account Community College Distribution (501-23) – House State Affairs – do pass recommendation, House 2nd Reading Calendar
- HB 366 - Worker Compensation for Work-Study Students (501-22) – Passed House 70-0-0 Vote, Referred to Senate Education

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- HB 367 - Public Postsecondary Education – Residency Determination (501-13) – Held in House Education
- HB 368 - Optional Retirement Plan – Postsecondary Education (501-08) – Sent to the Amending Order - House

Board Supported Bills:

- Executive Staff – Would authorize the Board to hire executive staff.
- Advanced Opportunities (RS25720) – Would require dual credit courses paid for by the state to be a core foundational course; a credit bearing 100 level course or higher; an elective course taken for the purpose of career exploration; or part of a postsecondary pathway toward earning a badge, certificate or degree.
- Opportunity Scholarship (RS25719) – Would allow up to twenty percent of the funds appropriated for the program to be awarded to adult students who have earned at least 24 credits and who are completing their first undergraduate degree or certificate.

IMPACT

This update provides the Board with the current status of Board approved and supported legislation and a list of all other education related legislation that has been introduced.

ATTACHMENTS

Attachment 1 – Introduced Education Related Legislation

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The attached summary provides the status of each bill, at the time the agenda material was prepared. Staff will provide updates to the Board at the meeting regarding any intervening changes that have occurred. Additional education related legislation that has been introduced prior to the Board meeting may also be discussed.

Board staff will be prepared to walk the Board through any of the listed legislation to answer questions regarding the impact that a given piece of legislation may have on the state educational system or feedback received on any of the Board approved legislation. The Board may choose to support, oppose, or remain neutral/silent on any of the legislation discussed.

BOARD ACTION

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

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Introduced Education Related Legislation

Bill No	Description	Summary	Last Action
H0365	Liquor Account, Community Colleges	Amends existing law to revise provisions regarding distribution of moneys in the liquor account.	02/22/2018 Senate - Read second time; filed for Third Reading
H0366	Worker's Comp, Public Employment	Amends existing law to revise provisions regarding public employment.	02/01/2018 Senate - Introduced, read first time; referred to: Education
H0367	Education, Resident Student	Amends existing law to revise a definition.	01/18/2018 House - Reported Printed and Referred to Education
H0368	Higher Education, Retirement	Amends existing law to revise provisions regarding optional retirement programs for state institutions of higher education and community colleges.	01/30/2018 House - Reported out of Committee, Recommend place on General Orders
H0411	Sign Language Interpreters	SIGN LANGUAGE INTERPRETERS – Amends existing law to revise the minimum age required for licensure and to provide an exemption for a person working in an Idaho public school setting who engages in the practice of sign language interpreting and meets the requirements of and is interpreting within the scope of the Idaho Educational Interpreter Act.	02/05/2018 House - Reported out of Committee with Do Pass Recommendation, Filed for Second Reading
H0412	Education, Common Core, Standards	EDUCATION – Amends existing law to establish provisions regarding content standards and curricular materials.	01/26/2018 House - Reported Printed and Referred to Ways & Means
H0413	Education, Fed Funds Phase Out	EDUCATION – Adds to existing law to provide that the State of Idaho phase out the use of federal funds for grades K-12 education.	01/26/2018 House - Reported Printed and Referred to Ways & Means
H0414	Sex Education	EDUCATION – Repeals and amends existing law to establish provisions regarding sex education.	01/26/2018 House - Reported Printed and Referred to Education
H0415	Excused Absence, Military Funeral	EXCUSED ABSENCE FROM SCHOOL – Adds to existing law to provide that a student sounding taps at a military honors funeral held in this state for a deceased veteran shall be allowed an excused absence, to provide for notice, to provide for the effect on the calculation of daily attendance and compulsory attendance and to provide for the completion of school work.	01/26/2018 House - Reported Printed and Referred to Education
H0418	Lobbyists, Actions	LOBBYISTS – Adds to existing law to prohibit state agencies from taking certain actions regarding lobbying.	01/29/2018 House - Reported Printed and Referred to State Affairs
H0422	Free Speech, Higher Education	EDUCATION – Adds to existing law to prohibit certain free speech restrictions on public college and university campuses.	01/29/2018 House - Reported Printed and Referred to Ways & Means
H0423	Firearms, School Property	FIREARMS – Amends existing law to provide exemptions for certain qualified retired law enforcement officers.	01/29/2018 House - Reported Printed and Referred to Ways & Means
H0424	State Funds, Federal Cost-Sharing	STATE FUNDS – Adds to existing law to require the consent of the Legislature to enter into certain cost-sharing agreements and grants.	01/29/2018 House - Reported Printed and Referred to Ways & Means
H0428	Public Servants, Pecuniary Benefits	PUBLIC SERVANTS – Amends existing law to revise provisions regarding pecuniary benefits to public servants, to revise an exception and to remove a certain exception.	01/29/2018 House - Reported Printed and Referred to Ways & Means

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H0443	School Districts, Firearm Education	EDUCATION – Adds to existing law to authorize a school district to offer a firearms safety education course to primary and secondary school students.	01/30/2018 House - Reported Printed and Referred to Education.
H0451	Tax, Medical Residency Placement	INCOME TAXATION – Amends existing law to provide an income tax credit for charitable contributions made to medical residency placement organizations accredited by the Accreditation Council for Graduate Medical Education or the American Osteopathic Association or their designated nonprofit support organizations based in Idaho and devoted to training residents in Idaho.	02/05/2018 House - Reported out of Committee with Do Pass Recommendation, Filed for Second Reading
H0469	School Safety Patrols	MOTOR VEHICLES – Amends existing law to revise provisions regarding school safety patrols.	02/01/2018 House - Reported Printed and Referred to Transportation & Defense
H0472	Rural Physicians, State Match	EDUCATION – Amends existing law to provide a state match for student contributions to the Rural Physician Incentive Fund.	02/21/2018 Senate - Introduced, read first time; referred to: Health & Welfare
H0498	Information Tech Services	INFORMATION TECHNOLOGY SERVICES – Adds to and repeals existing law to provide for the Office of Information Technology Services in the Office of the Governor, to provide for the receipt of payment for services to federal, county and city agencies, to provide for the general powers and duties of the authority and to provide for the transfer of responsibility for the integrated property records system.	02/07/2018 House - Reported Printed and Referred to Commerce & Human Resources
H0501	Measurable Student Achievement	EDUCATION – Amends existing law to revise the definition of Measurable Student Achievement used for determining career ladder compensation rung movement requirements (removes reference to the Idaho reading assessment from the list of student achievement measures.	02/07/2018 House - Reported Printed and Referred to Education
H0502	Mastery-Based Education	EDUCATION – Amends existing law to revise provisions regarding mastery-based education.	02/07/2018 House - Reported Printed and Referred to Education
H0503	Education, Career Ladder	EDUCATION – Amends existing law to revise provisions regarding the career ladder allowing OT and PT certificated staff to be placed on the career ladder based on years of employment in a school/district rather than years of certifications.	03/01/2018 House - Passed: Ayes 66 Nays 0 Abs/Excd 4, title approved, to Senate
S1210	Eastern Idaho Technical College	HIGHER EDUCATION – Amends and repeals existing law referencing Eastern Idaho Technical College.	02/01/2018 House - Read First Time, Referred to Education
S1211	Education, professional standards	EDUCATION – Amends existing law to revise provisions regarding the Professional Standards Commission.	01/18/2018 Senate - Reported Printed; referred to Education
S1212	Education, Career Technical	EDUCATION – Amends existing law to revise terminology and a definition.	01/18/2018 Senate - Reported Printed; referred to Education
S1221	College Credit Transfer	EDUCATION – Amends and adds to existing law to establish provisions regarding transfer of college credit.	01/22/2018 Senate - Reported Printed; referred to Education
S1222	Career Technical Education Funding	EDUCATION – Adds to existing law to establish provisions regarding a quality funding mechanism for career technical education secondary programs and incentive funding for workforce readiness.	01/30/2018 House - Read First Time, Referred to Education

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S1227	Immunizations, Exemptions	IMMUNIZATIONS – Amends existing law to clarify language regarding exemptions.	01/25/2018 Senate - Reported Printed; referred to Health & Welfare
S1228	Precinct Boards, Students, Age	ELECTIONS – Amends existing law to revise the minimum age of a student who may be appointed to an election precinct board.	01/25/2018 Senate - Reported Printed; referred to State Affairs
S1233	Stem Action Center	SCIENCE, TECHNOLOGY, ENGINEERING AND MATH EDUCATION – Amends existing law to provide for the STEM Action Center Advisory Board, to revise the terms of certain members of the board, to provide for staggered terms, to revise the duties of the STEM Action Center and to provide that the administrator shall report the progress of the STEM Action Center.	02/02/2018 Senate - Read second time; filed for Third Reading
S1249	Education, Organ Donation	EDUCATION – Amends existing law to require public institutions of higher education to notify students of the option to register as an organ donor.	01/31/2018 Senate - Reported Printed; referred to Health & Welfare
S1263	Education, Severance Allowance	EDUCATION – Amends existing law to revise provisions regarding severance allowance at retirement for a public school employee.	02/02/2018 Senate - Reported Printed; referred to Education
S1266	Education, Math Credits	EDUCATION – Amends existing law to remove the requirement for the Talented and Gifted Student Program that two semester credits of mathematics must be taken in the final year of high school.	02/05/2018 Senate - Reported Printed; referred to Education
S1267	Stem Diploma	EDUCATION – Adds to existing law to establish provisions regarding a STEM diploma.	02/05/2018 Senate - Reported Printed; referred to Education

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SUBJECT

2019-2024 (FY20-24) K-20 Education Strategic Plan

REFERENCE

February 2015	Board reviewed and approved amended 2015-2019 (FY16-FY20) State Board of Education K-20 Statewide Strategic Plan
December 2015	Board approved 2016-2020 (FY17-FY21) Idaho State Board of Education Strategic Plan
December 2016	Board reviewed and discussed amendments to the Board's FY18-FY22 K-20 Education Strategic plan and approved amendments to the Board's FY18-FY22 Higher Education Research Strategic Plan
February 2017	Board approved the FY18-FY22 K-20 Education Strategic Plan
June 2017	Board approved institution and agency FY18-FY22 Strategic Plans and tasked the Planning, Policy and Governmental Affairs Committee with evaluating and bringing back recommendations on the Board's required postsecondary system-wide performance measures
August 2017	Board discussed in detail goal one and possible amendments to the K-20 Education strategic plan and requested the Planning, Policy and Governmental Affairs Committee continue the work and bring back proposed amendments to the Board for consideration.
December 2017	Board discussed and requested additional changes to the Board's updated strategic plan.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1903, Idaho Code.

BACKGROUND/ DISCUSSION

The Idaho State Constitution, Article IX, Section 2, provides that the general supervision of the state educational institutions and public school system of the State of Idaho, "shall be vested in a state board of education, the membership, powers and duties of which shall be prescribed by law." Through obligations set in the State Constitution and Idaho statutes, the State Board of Education (Board) is charged with the general supervision, governance and control of all educational institutions and agencies supported in whole or in part by the state. This includes public schools, colleges and universities, Office of the State Board of Education, Department of Education, Division of Career Technical Education, Idaho Public Television, and the Division of Vocational Rehabilitation. The Board and the executive agencies of the Board are charged with enforcing and implementing the education laws of the state.

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Due to these broad responsibilities, the Board serves multiple roles. The Board sits as a policy-making body for all public education in Idaho and provides general oversight and governance for public K-20 education, and the Board has a direct governance role as the Board of Regents for the University of Idaho and the board of trustees for the other public four-year college and universities. The K-20 Education strategic plan must encompass and serve all of these aspects of Idaho's public education system.

The Board's strategic plan is a forward looking roadmap used to guide future actions, define the vision and mission of Idaho's K-20 educational system, guide growth and development, and to establish priorities for resource distribution. Strategic planning provides a mechanism for continual review to ensure excellence in public education throughout the state. The strategic plan establishes the Board's goals and objectives that are consistent with the Board's governing ideals, and communicates those goals and objectives to the agencies and institutions under the Board, the public, and other stakeholder groups.

At the October regular Board meeting, the Board reviews performance measures from the K-20 Education Strategic Plan as well as the performance of the agencies and institutions. Unlike the strategic plan work, the performance measure review is a backward look at progress made during the previous four years toward reaching the strategic plan goals and objectives.

The strategic plan is broken out by high level goals that encompass the education system and more targeted objectives that are focused on progress toward these goals. Performance toward the objectives is then measured by the performance measures identified in the plan and benchmarks and performance targets set by the Board. Unlike a specific institution or agency strategic plan, movement toward the Board's goals depends on activities not only of the Board, but also actions of the institutions and agencies that make up Idaho's public education system (K-20).

In addition to the Board's K-20 Education strategic plan, the Board has a number of area-specific strategic plans and the Complete College Idaho plan. The Complete College Idaho plan is made up of statewide strategies that have been developed to advance the Board's strategic plan with a focus on moving the needle on the 60% benchmark for the educational attainment performance measure (Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study). Like the institution, agency, and special and health program strategic plans, the Board's Indian Education strategic plan, STEM Education strategic plan, and Higher Education Research strategic plan are all required to be in alignment with the Board's overall K-20 Education Strategic Plan.

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IMPACT

Once approved, the institutions and agencies will align their strategic plans to the Board's strategic plan and bring them forward to the Board for consideration in April.

The Board and staff use the strategic plan to prioritize statewide education initiatives in Idaho as well as the work of the Board staff. By focusing on critical priorities, Board staff, institutions, and agencies can direct limited resources to maximum effect.

ATTACHMENTS

Attachment 1 – FY2019-2023 State Board of Education Strategic Plan – Executive Summary	Page 5
Attachment 2 – FY2019–2023 State Board Education Strategic Plan – Clean Version	
• Goals/Objectives	Page 6
• Performance Measures and Benchmarks	Page 7
Attachment 3 – FY2019–2023 State Board Education Strategic Plan – Redlined Version	Page 12
Attachment 4 – Strategic Planning Requirements	Page 27

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to the Board's master planning calendar, the Board is scheduled to review and approve its strategic plan annually in December, with the option of a final approval at the February Board meeting if significant changes are requested during the December Board meeting. Once approved the institutions and agencies then use the Board's strategic plan to inform their annual updates to their own strategic plans. The institutions and agencies bring their strategic plans forward for approval in April of each year with an option for final approval in June.

The amendments to the strategic plan during the February 2015 Board meeting included a comprehensive update to the plan on the recommendations of a committee appointed by the institution presidents and lead by Board staff. The amendments proposed during the 2016 review cycle focused on updates to the performance measures benchmarks that were reached during the previous year. Amendments for the current cycle incorporate recommendations from the Governor's Higher Education Task Force pertaining to the restatement of the State's Educational Attainment performance measure and benchmark (commonly referred to as "the 60% goal"), added focus on measures that will show the impact of implementation of the Complete College America "Game Changers" and additional amendments stemming from the August 2017 Regular Board meeting Work Session discussion. The strategic plan includes the restatement of the 60% educational attainment goal as a new Goal 1. The Planning, Policy and Governmental Affairs Committee asked the Institutional Research Directors to take a first stab at recommending interim measures of progress. The group met on

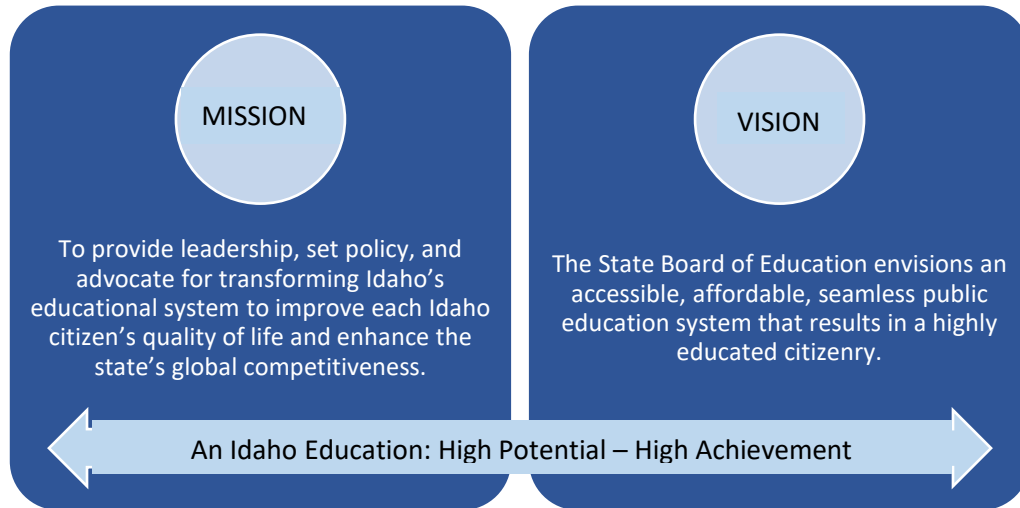
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December 8th to start the work, an update will be provided at the Board meeting on progress and timelines for establishing these performance targets.

BOARD ACTION

I move to approve the 2019-2024 (FY20-FY24) Idaho State Board of Education K-20 Education Strategic Plan as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

- **Objective A: Data Access and Transparency** - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.
- **Objective B: Alignment and Coordination** – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

GOAL 2: EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

- **Objective A: Higher Level of Educational Attainment** – Increase completion of certificates and degrees through Idaho's educational system.
- **Objective B: Timely Degree Completion** – Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).
- **Objective C: Access** - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

GOAL 3: WORKFORCE READINESS - The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

- **Objective A: Workforce Alignment** – Prepare students to efficiently and effectively enter and succeed in the workforce.
- **Objective B: Medical Education** – Deliver relevant education that meets the health care needs of Idaho and the region.



FY2019-2024
Idaho K-20 Public Education - Strategic Plan

MISSION STATEMENT

To provide leadership, set policy, and advocate for transforming Idaho's educational system to improve each Idaho citizen's quality of life and enhance the state's global competitiveness.

VISION STATEMENT

The State Board of Education envisions an accessible, affordable, seamless public education system that results in a highly educated citizenry.

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT - Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

GOAL 2: EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

Objective A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.

Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).

Objective C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

GOAL 3: WORKFORCE READINESS- The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

Objective B: Medical Education – Deliver relevant education that meets the health care needs of Idaho and the region.



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PERFORMANCE MEASURES:

G1: Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

- I. **Development of a single K-20 data dashboard and timeline for implementation.**
Benchmark: Completed by FY2018

G1: Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

- I. **Percent of Idaho community college transfers who graduate from four year institutions.**
Benchmark: 25% (by 2023)
- II. **Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.**
Benchmark: 2 year – less than 55% (by 2023)
4 year – less than 20% (by 2023)

G2: Objective A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho’s educational system.

- I. **Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.**
Benchmark: 60% (by 2025)
- II. **High School Cohort Graduation rate.**
Benchmark: 95% (by 2023)
- III. **Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution. (Distinguish between new freshmen and transfers)**
Benchmark: 2 year - 75% (by 2020)
4 year - 85% (by 2020)

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- IV. Percent of full-time first-time freshman graduating within 150% of time or less (2yr and 4yr).**
Benchmark: 50% (2yr/4yr) (by 2023)

G2: Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through.

- I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting**
- II. Percent of first-time, full-time, freshmen graduating within 150% of time**
- III. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a “C” or higher**
- IV. Percent of new degree-seeking freshmen completing a gateway math course within two years**
- V. Number of programs offering structured schedules.**
- VI. Median number of credits earned at completion of Associate’s or Baccalaureate degree program.**
Benchmark: Transfer Students: 69/138 (by 2020)
Benchmark: non-transfer students: 69/138 (by 2020)

G2: Objective C: Access - Increase access to Idaho’s robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

- I. Annual number of state-funded scholarships awarded and total dollaramount.**
Benchmark: 3,000¹, \$16M (by FY2023)
- II. Proportion of postsecondary graduates with student loan debt.**
Benchmark: 50% or less (by FY2023)
- III. Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks.**
Benchmark: SAT – 60% (by FY2023)
ACT – 60% (by FY2023)
- IV. Percent of high school graduates who participated in one or more advanced opportunities.**
Benchmark: 80% (by FY2023)

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- V. Percent of dual credit students who graduate high school with an Associate's Degree.**
Benchmark: 3% (by FY2023)
- VI. Percent of students who complete the Free Application for Federal Student Aid (FAFSA).**
Benchmark:
- VII. Percent of high school graduates who enroll in a postsecondary institution:**
Within 12 months of high school graduation.
Benchmark: 60% (by FY2023)
Within 36 months of high school graduation.
Benchmark: 80% (by FY2023)
- VIII. Percent cost of attendance (to the student)**
Benchmark: less than 4% (by FY2023)
- IX. Average net cost to attend public institution.**
Benchmark: 4 year - 90% of peers (using IPEDS calculation) (by FY2023)
- X. Expense per student FTE**
Benchmark: \$20,000 or less (by FY2023)
- XI. Number of degrees produced**
Benchmark: 15,000 (by FY2023)

G3: Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

- I. Percentage of students participating in internships.**
Benchmark: 10% (by 2023)
- II. Percentage of undergraduate students participating in undergraduate research.**
Benchmark: Varies by institution (by 2023)
- III. Ratio of non - STEM to STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).**
Benchmark: 1:0.25 (by 2023)
- IV. Increase in postsecondary programs tied to workforce needs.**
Benchmark: 10 (by 2023)

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G3: Objective B: Medical Education – Deliver relevant education that meets the health care needs of Idaho and the region.

- I. **Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.**
Benchmark: 8 graduates at any one time (annual – FY18)
- II. **Idaho graduates who participated in one of the state sponsored medical programs who returned to Idaho.**
Benchmark: 60% (by 2023)
- III. **Percentage of Family Medicine Residency graduates practicing in Idaho.**
Benchmark: 60% (by 2023)
- IV. **Percentage of Psychiatry Residency Program graduates practicing in Idaho.**
Benchmark: 50% or more (annual – FY18)
- V. **Medical related postsecondary programs (other than nursing).**
Benchmark: 100 (by 2023)

KEY EXTERNAL FACTORS

Idaho public universities are regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). To that end, there are 24 eligibility requirements and five standards, containing 114 subsets for which the institutions must maintain compliance. The five standards for accreditation are statements that articulate the quality and effectiveness expected of accredited institutions, and collectively they provide a framework for continuous improvement within institutions. The five standards also serve as indicators by which institutions are evaluated by national peers. The standards are designed to guide institutions in a process of self-reflection that blends analysis and synthesis in a holistic examination of:

- The institution's mission and core themes;
- The translation of the mission's core themes into assessable objectives supported by programs and services;
- The appraisal of the institution's potential to fulfill the Mission;
- The planning and implementation involved in achieving and assessing the desired outcomes of programs and services; and
- An evaluation of the results of the institution's efforts to fulfill the Mission and assess its ability to monitor its environment, adapt, and sustain itself as a viable institution.

EVALUATION PROCESS

The Board convenes representatives from the institutions, agencies, and other interested education stakeholders to review and recommend amendments to the Board's Planning, Policy and Governmental Affairs Committee regarding the development of the K-20 Education Strategic Plan. Recommendations

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are then presented to the Board for consideration in December. Additionally, the Board reviews and considers amendments to the strategic plan annually, changes may be brought forward from the Planning, Policy, and Governmental Affairs Committee, Board staff, or other ad hoc input received during the year. This review and re-approval takes into consideration performance measure progress reported to the Board in October.

Performance towards meeting the set benchmarks is reviewed and discussed annually with the State Board of Education in October. The Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained in the K-20 Education Strategic Plan. Feedback received from the institutions and agencies as well as other education stakeholders is considered at this time.



FY2019-2024
Idaho K-20 Public Education - Strategic Plan

An Idaho Education: High Potential – High Achievement

MISSION STATEMENT

To provide leadership, set policy, and advocate for transforming Idaho's educational system to improve each Idaho citizen's quality of life and enhance the state's global competitiveness.

VISION STATEMENT

The State Board of Education envisions an accessible, affordable, seamless public education system that results in a highly educated citizenry.

GOAL 41: ~~EFFECTIVE AND EFFICIENT~~ EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational resources system are integrated and coordinated throughout the state and used effectively to maximize opportunities for all students.

Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

Performance Measures:

- I. Development of a single K-20 data dashboard and timeline for implementation.**
Benchmark: Completed by FY2018¹⁵

Objective A: Quality Teaching Workforce – Develop, recruit and retain a diverse and highly qualified workforce of teachers, faculty, and staff.

Performance Measures:

- I. Median SAT/ACT score of students in public institution teacher training programs.**

2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	N/A	≥ 24
Old-test	Old-test	Old-test	N/A	≥ 1010

Benchmark: ACT – 24² (by 2023)
SAT – 1010¹⁴ (by 2023)

- II. Percentage of first-time test takers from approved teacher preparation programs that pass the Praxis Subject Assessments (formerly the Praxis II).**

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2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	96.5%	≥90%

Benchmark: 90%³ (by 2023)

Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

Performance Measures:

- I. **Percent of Idaho community college transfers who graduate from four year institutions.**

2013 (2010 transfer)	2014 (2011 transfer)	2015 (2012 transfer)	2016 (2013 transfer)	Benchmark
N/A	19.0%	19.5%	13.5%	25%

Benchmark: 25%²⁰ (by 2023)

- II. **Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.**

2013	2014	2015	2016	Benchmark
62.8%	62.9%	60.7%	N/A	< 55% 2 yr institution
21.5%	23.2%	23.5%	N/A	< 20 4 yr institution

Benchmark: 2 year – less than 55%¹¹ (by 2023)

4 year – less than 20%¹¹ (by 2023)

- ~~III. **Percent of postsecondary students participating in a remedial program who successfully completed the program or course**~~

2013	2014	2015	2016	Benchmark
54%	46%	55%	57%	≥65%

~~**Benchmark:** 65%⁶ (by 2023)~~

~~**Objective C: Productivity and Efficiency** – Utilize program prioritization for resource allocation and reallocation at the postsecondary institutions.~~

~~**Performance Measures:**~~

- ~~I. **Graduates per \$100,000**~~

2013	2014	2015	2016	Benchmark
1.5	1.5	1.5	1.5	≥1.7 or more

~~**Benchmark:** 1.7⁵ or more (by 2020)~~

- ~~II. **Number of graduates**~~

2013	2014	2015	2016	Benchmark
12,216	12,335	12,431	12,916	≥13,000 or more

~~**Benchmark:** 13,000⁶ (by 2020)~~

- ~~III. **Cost per undergraduate weighted student credit hour**~~

2013	2014	2015	2016	Benchmark
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\$493	\$519	\$536	\$565	<\$500
94.1%	98.2%	98.9%	93.1%	90% of WICHE peers

Benchmark: no more than \$500⁵ (by 2023)

Benchmark: 2 year—90%³ of public 2 year institutions from WICHE states (annual—FY18)

IV.1. Median number of credits earned at completion of Associate's or Baccalaureate degree program:

	2013	2014	2015	2016	Benchmark
Associates	92	89	87	87	69
Baccalaureate	142	144	142	140	138

Benchmark: Transfer Students: 69/138⁵ (by 2020)

	2013	2014	2015	2016	Benchmark
Associates	80	79	79	78	69
Baccalaureate	132	131	129	127	138

Benchmark: non transfer students: 69/138⁵ (by 2020)

V. Institutional reserves comparable to best practice.

2013	2014	2015	2016	Benchmark
BSU = 5.0%; ISU = 11.7%; UI = 2.7%; LCSC = 5.1%	BSU = 6.1%; ISU = 16.2%; UI = 4.2%; LCSC = 6.5%	BSU = 5.1%; ISU = 15.6%; UI = 5.1%; LCSC = 6.3%	BSU = 5.3%; ISU = 11.8%; UI = 5.4%; LCSC = 6.0%	5%

Benchmark: A minimum target reserve of 5% of operating expenditures⁴ (annual—FY18)

GOAL 2: EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

Objective 6A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.

Performance Measures:

V. Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.

2013	2014	2015	2016	Benchmark
41.0%	40.0%	42.0%	N/A	≥ 60%

Benchmark: 60%⁵ (by 2020)

VI. High School Cohort Graduation rate.

2013 (old graduation rate)	2014	2015	2016	Benchmark
84.1%	77.3%	78.9%	N/A	≥ 95%

Benchmark: 95%¹¹ (by 2023)

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VII. Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution. (Distinguish between new freshmen and transfers)

<u>2013</u> New student	<u>2014</u> New student	<u>2015</u> New student	<u>2016</u> New student	<u>Benchmark</u> 2 Year Institution
56.3%	52.5%	53.7%	54.4%	≥ 75%
<u>2013</u> Transfer	<u>2014</u> Transfer	<u>2015</u> Transfer	<u>2016</u> Transfer	<u>Benchmark</u> 2 Year Institution
60.3%	56.2%	58.7%	51.6%	≥ 75%
<u>2013</u> New student	<u>2014</u> New student	<u>2015</u> New student	<u>2016</u> New student	<u>Benchmark</u> 4 Year Institution
70.4%	68.5%	73.0%	74.2%	≥ 85%
<u>2013</u> Transfer	<u>2014</u> Transfer	<u>2015</u> Transfer	<u>2016</u> Transfer	<u>Benchmark</u> 4 Year Institution
74.4%	72.6%	72.9%	74.9%	≥ 85%

Benchmark: (2 year Institutions) 75%¹¹ (by 2020)
(4 year Institutions) 85%¹¹ (by 2020)

VIII. Percent of full-time first-time freshman graduating within 150% of time or less (2yr and 4yr).

<u>2013 (cohort)</u>	<u>2014 (cohort)</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>18.1%</u>	<u>16.2%</u>	<u>20.1%</u>	<u>20.3%</u>	<u>≥ 50% 2 Yr Institution</u>
<u>42.6%</u>	<u>41.5%</u>	<u>41.6%</u>	<u>40.9%</u>	<u>≥ 50% 4 Yr Institution</u>

Benchmark: 50%¹¹ (2yr/4yr) (by 2023)

Performance Measures:

IX. Percent of Idahoans ages 35-64 who have a college degree.

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>35.3%</u>	<u>34.4%</u>	<u>35.9%</u>	<u>N/A</u>	<u>≥ 37%</u>

Benchmark: 37%¹¹ (by 2020)

X. Number of graduates of retraining programs in the technical colleges (integrated, reintegrated, upgrade, and customized)

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>6</u>	<u>15</u>	<u>15</u>	<u>N/A</u>	<u>≥ 20</u>

Benchmark: 20¹¹ (by 2023)

XI. Number of first-time postsecondary institution students with a GED

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>3,731</u>	<u>3,476</u>	<u>2,761</u>	<u>2,145</u>	<u>≥ 3,000</u>

Benchmark: 3,000¹

XII. Number of non-traditional postsecondary institution graduates (age>39)

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
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<u>1,801</u>	<u>1,863</u>	<u>1,811</u>	<u>1,806</u>	<u>≥ 2,000</u>
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Benchmark: 2,000¹¹ (by 2020)

XIII. Number of veterans enrolled at public postsecondary institutions (broken out by full-time and part-time status)

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>2,578</u>	<u>2,307</u>	<u>2,171</u>	<u>2,026</u>	<u>≥ 2,500</u>

Benchmark: 2,500¹¹ (by 2020)

Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through.

Performance Measures:

- VII. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting
- VIII. Percent of first-time, full-time, freshmen graduating within 150% of time
- IX. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a “C” or higher
- X. Percent of new degree-seeking freshmen completing a gateway math course within two years
- XI. Number of programs offering structured schedules.
- XII. Median number of credits earned at completion of Associate’s or Baccalaureate degree program.**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>Associates</u>	<u>92</u>	<u>89</u>	<u>87</u>	<u>87</u>	<u>69</u>
<u>Baccalaureate</u>	<u>142</u>	<u>144</u>	<u>142</u>	<u>140</u>	<u>138</u>

Benchmark: Transfer Students: 69/138¹⁰ (by 2020)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Benchmark</u>
<u>Associates</u>	<u>80</u>	<u>79</u>	<u>79</u>	<u>78</u>	<u>69</u>
<u>Baccalaureate</u>	<u>132</u>	<u>131</u>	<u>129</u>	<u>127</u>	<u>138</u>

Benchmark: non-transfer students: 69/138¹⁰ (by 2020)

GOAL 1: A WELL-EDUCATED CITIZENRY

Idaho’s P-20 public education system will provide opportunities for individual advancement across Idaho’s diverse population

Objective A: Access - Increase access to Idaho’s robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Performance Measures:

- XII. Annual number of state-funded scholarships awarded and total dollaramount.**

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2013	2014	2015 (consolidated scholarships)	2016	Benchmark
8,225	7,864	1,787	1,798	≥ 3,000
\$6,671,809	\$6,187,700	\$6,369,276	\$6,528,700	≥ 16,000,000

Benchmark: 3,000⁶, \$16M⁷ (by FY2023)

XIII. Proportion of postsecondary graduates with student loan debt.

2013 (class of 2012)	2014 (class of 2013)	2015 (class of 2014)	2016 (class of 2015)	Benchmark
64.3%	68.1%	71.3%	71.0%	<50%

Benchmark: 50% or less⁸ (by FY2023)

XIV. Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks.

2013	2014	2015	2016	Benchmark
	25.7%	25.2%	33.0%	≥ 60%
32.0%	34.0%	37.0%	36.8%	≥ 60%

Benchmark: SAT – 60%⁹ (by FY2023)

ACT – 60%⁹ (by FY2023)

XV. Percent of high school graduates who participated in one or more advanced opportunities.

2013	2014	2015	2016	Benchmark
N/A	36.0%	38.9%	58.2%	≥ 80%

Benchmark: 80%⁹ (by FY2023)

XVI. Percent of dual credit students who graduate high school with an Associate's Degree.

2013	2014	2015	2016	Benchmark
0.4%	0.4%	0.6%	1.0%	≥ 3%

Benchmark: 3%¹⁰ (by FY2023)

XVII. Percent of students who complete the Free Application for Federal Student Aid (FAFSA).

2013	2014	2015	2016	Benchmark

Benchmark: (by FY2024)

XVII.XVIII. Percent of high school graduates who enroll in a postsecondary institution:

Within 12 months of high school graduation.

2013	2014	2015	2016 (excluding spring semester)	Benchmark
54.3%	52.0%	50.6%	44.6%	≥ 60%

Benchmark: 60%¹¹ (by FY2023)

Within 36 months of high school graduation.

2013 (class of 2010)	2014 (class of 2011)	2015 (class of 2012)	2016 (class of 2013)	Benchmark

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N/A	63.4%	64.1%	65.2%	≥ 80%
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Benchmark: 80%¹² (by FY2023)

~~XVIII.XIX.~~ Percent cost of attendance (to the student)

2013	2014	2015	2016	Benchmark
1.9%	2.8%	-1.1%	-0.9%	< 4%

Benchmark: less than 4%¹² (by FY2023)

~~XIX.XX.~~ Average net cost to attend public institution.

2013	2014	2015	2016	Benchmark
103.1%	107.0%	98.6%	92.0%	90% of peers

Benchmark: 4 year institutions - 90% of peers¹² (using IPEDS calculation) (by FY2023)

~~XX.XXI.~~ Expense per student FTE

2013	2014	2015	2016	Benchmark
\$20,303	\$21,438	\$22,140	\$23,758	≤ \$20,000

Benchmark: \$20,000¹² or less (by FY2023)

~~XXI.XXII.~~ Number of degrees produced

2013	2014	2015	2016	Benchmark
13,491	13,778	14,026	14,409	≥ 15,000

Benchmark: 15,000¹¹ (by FY2023)

Objective B: Adult Learner Re-integration — Increase the options for re-integration of adult learners, including veterans, into the education system.

Performance Measures:

~~V.I. Percent of Idahoans ages 35-64 who have a college degree~~

2013	2014	2015	2016	Benchmark
35.3%	34.4%	35.9%	N/A	≥ 37%

~~Benchmark:~~ 37%⁶ (by 2020)

~~VI.I. Number of graduates of retraining programs in the technical colleges (integrated, reintegrated, upgrade, and customized)~~

2013	2014	2015	2016	Benchmark
6	15	15	N/A	≥ 20

~~Benchmark:~~ 20⁶ (by 2023)

~~VII.I. Number of first-time postsecondary institution students with a GED~~

2013	2014	2015	2016	Benchmark
2,731	2,476	2,761	2,145	≥ 3,000

~~Benchmark:~~ 3,000⁴

~~VIII.I. Number of non-traditional postsecondary institution graduates (age > 39)~~

2013	2014	2015	2016	Benchmark
1,801	1,863	1,811	1,806	≥ 2,000

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~~Benchmark: 2,000⁶ (by 2020)~~

~~**IX.I. Number of veterans enrolled at public postsecondary institutions (broken out by full-time and part-time status)**~~

2013	2014	2015	2016	Benchmark
2,578	2,307	2,171	2,026	≥ 2,500

~~Benchmark: 2,500⁶ (by 2020)~~

~~**Objective C: Higher Level of Educational Attainment**—Increase completion of certificates and degrees through Idaho's educational system.~~

~~**Performance Measures:**~~

~~**X.I. Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.**~~

2013	2014	2015	2016	Benchmark
41.0%	40.0%	42.0%	N/A	≥ 60%

~~Benchmark: 60%⁴³ (by 2020)~~

~~**XI.I. High School Cohort Graduation rate**~~

2013 (old graduation rate)	2014	2015	2016	Benchmark
84.1%	77.3%	78.9%	N/A	≥ 95%

~~Benchmark: 95%⁶ (by 2023)~~

~~**XII.I. Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution: (Distinguish between new freshmen and transfers)**~~

2013 New student	2014 New student	2015 New student	2016 New student	Benchmark 2 Year Institution
56.3%	52.5%	53.7%	54.4%	≥ 75%
2013 Transfer	2014 Transfer	2015 Transfer	2016 Transfer	Benchmark 2 Year Institution
60.3%	56.2%	58.7%	51.6%	≥ 75%
2013 New student	2014 New student	2015 New student	2016 New student	Benchmark 4 Year Institution
70.4%	68.5%	73.0%	74.2%	≥ 85%
2013 Transfer	2014 Transfer	2015 Transfer	2016 Transfer	Benchmark 4 Year Institution
74.4%	72.6%	72.9%	74.9%	≥ 85%

~~Benchmark: (2-year Institutions) 75%⁶ (by 2020)~~

~~(4-year Institutions) 85%⁶ (by 2020)~~

~~**XIII.I. Percent of full-time first-time freshman graduating within 150% of time or less (2yr and 4yr):**~~

2013 (cohort)	2014 (cohort)	2015	2016	Benchmark
18.1%	16.2%	20.1%	20.3%	≥ 50% 2 Yr Institution

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42.6%	41.5%	41.6%	40.9%	≥ 50% 4 Yr Institution
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~~Benchmark: 50%⁶ (2yr/4yr) (by 2023)~~

~~**Objective D: Quality Education** – Deliver quality programs that foster the development of individuals who are entrepreneurial, broadminded, critical thinkers, and creative.~~

~~**Performance Measures:**~~

~~**I. — Percent of students meeting proficient or advance placement on the Idaho Standards Achievement Test, broken out by subject area.**~~

Grade	Subject	2013	2014	2015	2016	Benchmark
5 th	ELA	N/A	N/A	60.0%	62.0%	100%
5 th	Math	N/A	N/A	30.0%	31.0%	100%
5 th	Science	N/A	N/A	N/A	66.0%	100%
10 th	ELA	N/A	N/A	52.0%	54.0%	100%
10 th	Math	N/A	N/A	38.0%	50.0%	100%
10 th	Science	N/A	N/A	62.9%	63.0%	100%

~~Benchmark: 100% for both 5th and 10th Grade students, broken out by subject area (English Language Arts, Mathematics, Science)¹⁴ (by 2023)~~

~~**II. — Average composite college placement score of graduating secondary students.**~~

2013	2014	2015	2016	Benchmark
22.1	22.4	22.7	22.7	≥ 24
1,356	1,357	1,366	999	≥ 1010

~~Benchmark: ACT — 24¹⁵ (by 2023)
SAT — 1010¹⁰ (by 2023)~~

~~**III. — Percent of students meeting college readiness benchmark on SAT in Mathematics.**~~

2013	2014	2015	2016	Benchmark
35.2%	33.0%	36.1%	35%	≥ 60%

~~Benchmark: 60%¹⁰ (by 2023)~~

GOAL 23: WORKFORCE READINESS

The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

Performance Measures:

III. Percentage of students participating in internships.

2013	2014	2015	2016	Benchmark
4.1%	3.5%	3.4%	3.9%	≥ 10%

Benchmark: 10%¹² (by 2023)

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IV. Percentage of undergraduate students participating in undergraduate research.

Institution	2014	2015	2016	Benchmark
BSU	29%	29.40%	35.2%	≥ 40%
ISU		41%	45%	≥ 50%
UI	59.60%	61.13%	58.80%	≥ 60%

Benchmark: Varies by institution¹² (by 2023)

V. Ratio of non - STEM to STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).

2013	2014	2015	2016	Benchmark
1:0.24	1:0.24	1:0.24	1:0.24	1:0.24

Benchmark: 1:0.25¹⁰ (by 2023)

VI. Increase in postsecondary programs tied to workforce needs.

2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	New measure	10

Benchmark: 10¹⁶ (by 2023)

Objective B: Innovation and Creativity — Increase the creation and development of ideas and concepts that provide solutions to communities, the state, the nation, and global needs.

Performance Measures:

I. Total amount of research expenditures

2013	2014	2015	2016	Benchmark
Baseline (\$121,580,993)	17.4% (\$142,771,851)	2.8% (\$146,699,825)	N/A	≥ 20% increase

Benchmark: 20%⁷ increase (by 2023)

II. Percentage of graduates employed in Idaho 1 and 3 years after graduation

2013 (class of 2011)	2014 (class of 2012)	2015 (class of 2013)	2016 (class of 2014)	Benchmark 1 yr after graduation
77%	77%	77%	77%	≥ 80%
2013 (class of 2009)	2014 (class of 2010)	2015 (class of 2011)	2016 (class of 2012)	Benchmark 3 yrs after graduation
N/A	N/A	69%	70%	≥ 75%

Benchmark: 1 year 80%⁶ (by 2023)

Benchmark: 3 years 75%⁶ (by 2023)

Objective C: Medical Education — Deliver relevant education that meets the health care needs of Idaho and the region.

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Performance Measures:

- VI. Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.**

2013	2014	2015	2016	Benchmark
8	8	8	8	8

Benchmark: 8¹⁷ graduates at any one time (annual – FY18)

- VII. Idaho graduates who participated in one of the state sponsored medical programs who returned to Idaho.**

2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	51%	≥ 60%

Benchmark: 60%¹⁸ (by 2023)

- VIII. Percentage of Family Medicine Residency graduates practicing in Idaho.**

Program	2013	2014	2015	2016	Benchmark
Boise	54%	54%	53%	53%	≥ 60%
ISU	48%	48%	50%	50%	≥ 60%
CDA	NA	NA	NA	NA	≥ 60%

Benchmark: 60%¹⁸ (by 2023)

- IX. Percentage of Psychiatry Residency Program graduates practicing in Idaho.**

2013	2014	2015	2016	Benchmark
100% (3)	100% (2)	100% (1)	N/A	≥ 50%

Benchmark: 50%¹⁸ or more (annual – FY18)

- X. Medical related postsecondary programs (other than nursing).**

2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	85 (new measure)	100

Benchmark: 100¹⁶ (by 2023)

GOAL 3: DATA-INFORMED DECISION MAKING

Objective A: Data Access and Transparency – Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

Performance Measures:

- II. Development of a single K-20 data dashboard and timeline for implementation.**

Benchmark: Completed by FY2018

GOAL 4: EFFECTIVE AND EFFICIENT EDUCATIONAL SYSTEM – Ensure educational resources are coordinated throughout the state and used effectively .

Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

Performance Measures:

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II. Development of a single K-20 data dashboard and timeline for implementation.

Benchmark: Completed by FY2018¹⁵

Objective A: Quality Teaching Workforce – Develop, recruit and retain a diverse and highly qualified workforce of teachers, faculty, and staff.

Performance Measures:

III. Median SAT/ACT score of students in public institution teacher training programs.

2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	N/A	≥24
Old test	Old test	Old test	N/A	≥1010

Benchmark: ACT 24¹⁹ (by 2023)

SAT 1010¹⁴ (by 2023)

IV. Percentage of first-time test takers from approved teacher preparation programs that pass the Praxis Subject Assessments (formerly the Praxis II).

2013	2014	2015	2016	Benchmark
N/A	N/A	N/A	96.5%	≥90%

Benchmark: 90%²⁰ (by 2023)

Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

Performance Measures:

IV.III. Percent of Idaho community college transfers who graduate from four year institutions.

2013 (2010 transfer)	2014 (2011 transfer)	2015 (2012 transfer)	2016 (2013 transfer)	Benchmark
N/A	19.0%	19.5%	13.5%	25%

Benchmark: 25%²⁰ (by 2023)

V.IV. Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.

2013	2014	2015	2016	Benchmark
62.8%	62.9%	60.7%	N/A	< 55% 2 yr institution
21.5%	23.2%	23.5%	N/A	< 20 4 yr institution

Benchmark: 2 year – less than 55%¹¹ (by 2023)

4 year – less than 20%¹¹ (by 2023)

VI.V. Percent of postsecondary students participating in a remedial program who successfully completed the program or course

2013	2014	2015	2016	Benchmark
54%	46%	55%	57%	≥ 65%

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Benchmark: 65%¹¹ (by 2023)

Objective C: Productivity and Efficiency — Utilize program prioritization for resource allocation and reallocation at the postsecondary institutions.

Performance Measures:

VI. — Graduates per \$100,000

2013	2014	2015	2016	Benchmark
1.5	1.5	1.5	1.5	≥ 1.7 or more

Benchmark: 1.7⁵ or more (by 2020)

VII. — Number of graduates

2013	2014	2015	2016	Benchmark
12,216	12,335	12,431	12,916	≥ 13,000 or more

Benchmark: 13,000⁶ (by 2020)

VIII. — Cost per undergraduate weighted student credit hour

2013	2014	2015	2016	Benchmark
\$493	\$519	\$536	\$565	< \$500
94.1%	98.2%	98.9%	93.1%	90% of WICHE peers

Benchmark: no more than \$500⁵ (by 2023)

Benchmark: 2 year — 90%² of public 2-year institutions from WICHE states (annual — FY18)

IX. — Median number of credits earned at completion of Associate's or Baccalaureate degree program.

	2013	2014	2015	2016	Benchmark
Associates	92	89	87	87	69
Baccalaureate	142	144	142	140	138

Benchmark: Transfer Students: 69/138⁵ (by 2020)

	2013	2014	2015	2016	Benchmark
Associates	80	79	79	78	69
Baccalaureate	132	131	129	127	138

Benchmark: non-transfer students: 69/138⁵ (by 2020)

X. — Institutional reserves comparable to best practice.

2013	2014	2015	2016	Benchmark
BSU = 5.0%; ISU = 11.7%; UI = 2.7%; LCSC = 5.1%	BSU = 6.1%; ISU = 16.2%; UI = 4.2%; LCSC = 6.5%	BSU = 5.1%; ISU = 15.6%; UI = 5.1%; LCSC = 6.3%	BSU = 5.3%; ISU = 11.8%; UI = 5.4%; LCSC = 6.0%	5%

Benchmark: A minimum target reserve of 5% of operating expenditures²¹ (annual — FY18)

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KEY EXTERNAL FACTORS

Idaho public universities are regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). To that end, there are 24 eligibility requirements and five standards, containing 114 subsets for which the institutions must maintain compliance. The five standards for accreditation are statements that articulate the quality and effectiveness expected of accredited institutions, and collectively they provide a framework for continuous improvement within institutions. The five standards also serve as indicators by which institutions are evaluated by national peers. The standards are designed to guide institutions in a process of self-reflection that blends analysis and synthesis in a holistic examination of:

- The institution's mission and core themes;
- The translation of the mission's core themes into assessable objectives supported by programs and services;
- The appraisal of the institution's potential to fulfill the Mission;
- The planning and implementation involved in achieving and assessing the desired outcomes of programs and services; and
- An evaluation of the results of the institution's efforts to fulfill the Mission and assess its ability to monitor its environment, adapt, and sustain itself as a viable institution.

EVALUATION PROCESS

The Board convenes representatives from the institutions, agencies, and other interested education stakeholders to review and recommend amendments to the Board's Planning, Policy and Governmental Affairs Committee regarding the development of the K-20 Education Strategic Plan. Recommendations are then presented to the Board for consideration in December. Additionally, the Board reviews and considers amendments to the strategic plan annually, changes may be brought forward from the Planning, Policy, and Governmental Affairs Committee, Board staff, or other ad hoc input received during the year. This review and re-approval takes into consideration performance measure progress reported to the Board in October.

Performance towards meeting the set benchmarks is reviewed and discussed annually with the State Board of Education in October. The Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained in the K-20 Education Strategic Plan. Feedback received from the institutions and agencies as well as other education stakeholders is considered at this time.

¹ Benchmarks are set based on an analysis of historical trends combined with desired level of achievement.

⁴ ~~Benchmark set based on staff analysis of national best practices for public postsecondary institutions.~~

⁵ Benchmark is set based on the Georgetown Study of workforce needs in Idaho in 2020 and beyond.

⁶ Benchmarks are set based on an analysis of historical trends combined with desired level of achievement.

⁷ Benchmarks are set based on performance of their WICHE peer institutions and are set to bring them either in alignment with their peer or closer to the performance level of their peer institutions.

⁸ Benchmarks are set based on analysis of available and projected resources (staff, facilities, and

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funding) and established best practices and what can realistically be accomplished while still qualifying as a stretch goal and not status quo.

⁹ Benchmark is set based on the increase needed to meet the state educational attainment goal (60%).

¹⁰ Benchmark is set based on analysis of available and projected resources (staff, facilities, and funding).

¹¹ Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding). Desired level of achievement is based on projected change needed to move the needle on the states 60% educational attainment goal.

¹² Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding).

¹³ ~~Benchmark is set based on the Georgetown Study of workforce needs in Idaho in 2020 and beyond.~~

¹⁴ ~~Benchmark is set based on a desired level of achievement for all students in Idaho.~~

¹⁵ ~~Benchmark is set based on an analysis of historical trends combined with the desired level of achievement (likely hood of being successful at the postsecondary level).~~

¹⁶ New measure.

¹⁷ Benchmark is set based on projected and currently available state resources.

¹⁸ Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding). Desired level of achievement is set at a rate greater than similar programs in other states.

¹⁹ ~~Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding). This is a new measure and still under development.~~

²⁰ ~~Benchmark is set based on an analysis of historical trends combined with the desired level of achievement and available and projected resources (staff, facilities and funding). Desired level of achievement is based on analysis of workforce needs in Idaho.~~

²⁴ ~~Benchmark set based on staff analysis of national best practices for public postsecondary institutions.~~

Strategic Planning Requirements

Pursuant to sections 67-1901 through 1903, Idaho Code, and Board Policy I.M. the strategic plans for the institutions, agencies and special/health programs under the oversight of the Board are required to submit an updated strategic plan each year. This requirement also applies to the states K-20 Education Strategic Plan developed by the Board. These plans must encompass at a minimum the current year and four years going forward. The separate area specific strategic plans are not required to be reviewed and updated annually; however, they are required to meet the same formatting and component requirements. The Board planning calendar schedules the K-20 Education Strategic Plan to come forward to the Board at the December Board meeting and again for final review, if necessary, at the February Board meeting. The institution and agency strategic plans come forward annually at the April and June Board meetings, allowing for them to be updated based on amendments to the K-20 Education Strategic Plan or Board direction. This timeline allows the Board to review the plans and ask questions in April, and then have them brought back to the regular June Board meeting, with changes if needed, for final approval while still meeting the state requirement that all required plans be submitted to the Division of Financial Management (DFM) by July 1 of each year. Once approved by the Board; the Office of the State Board of Education submits all of the plans to DFM.

Board policy I.M. sets out the minimum components that must be included in the strategic plans and defines each of those components. The Board's requirements are in alignment with DFM's guidelines and the requirements set out in Sections 67-1901 through 67-1903, Idaho Code. The Board policy includes two additional provisions. The plans must include a mission and vision statement, where the statutory requirements allow for a mission or vision statement and in the case of the institutions, the definition of mission statement includes the institutions core themes.

Pursuant to State Code and Board Policy, each strategic plan must include:

1. A comprehensive mission and vision statement covering the major programs, functions and activities of the institution or agency. Institution mission statements must articulate a purpose appropriate for a degree granting institution of higher education, with its primary purpose to serve the education's interest of its students and its principal programs leading to recognized degrees. In alignment with regional accreditation, the institution must articulate its purpose in a mission statement, and identify core themes that comprise essential elements of that mission.
2. General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.
 - i. Institutions (including Career Technical Education) shall address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.

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- ii. Agencies shall address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).
 - iii. Each objective must include at a minimum one performance measure with a benchmark.
- 3. Performance measures must be quantifiable indicators of progress.
 - 4. Benchmarks for each performance measure must be, at a minimum, for the next fiscal year, and include an explanation of how the benchmark level was established.
 - 5. Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.
 - 6. A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.
 - 7. Institutions and agencies may include strategies at their discretion.

In addition to the required components and the definition of each component, Board policy I.M. requires each plan to be submitted in a consistent format.

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SUBJECT

Higher Education Task Force Recommendations – Implementation Progress

REFERENCE

August 2017	Board approved FY 2019 Budget Requests.
September 29, 2017	Board adopted the Governor's Higher Education Task Force recommendations and amended the FY 2019 Budget Request to add three line items. The addition of the postsecondary degree audit/student data analytics system (K-20 Pipeline Recommendation – Guided Pathways) and the addition of \$5M in Statewide Scholarships for the Opportunity Scholarship (Access and Affordability Work Recommendation - Systemically increase dollars to fund all eligible Idaho high school students...)
October 2017	Board assigned the 12 Task Force Recommendations to one or more of the Board's standing committees for prioritization and initial implementation planning.
December 2017	Board approved implementation prioritization of the Higher Education Task Force recommendations at the committee level.

ALIGNMENT WITH STRATEGIC PLAN

Full implementation of the Higher Education Task Force (Task Force) Recommendations will impact all four of the Board's strategic plan goals.

BACKGROUND/DISCUSSION

On January 6, 2017, Governor C.L. "Butch" Otter identified the need to focus on the postsecondary part of Idaho's K-through-Career education system and announced the creation of a Higher Education Task Force charged with studying the state of higher education in Idaho. The Task Force was charged with looking at initiatives underway, proven practices that support postsecondary access and completion, and the State's role in funding higher education. In addition, the Task Force was asked to make recommendations that focus on postsecondary access and completion, lead toward increased progress in meeting the Board's 60% College Attainment goal, and transition the existing state-funding formula for higher education to a formula that focuses on student completion.

The Task Force was made up of 36 members from a broad group of stakeholders. Membership included all eight State Board of Education members, the eight Idaho public university and college presidents, postsecondary students, legislators, and business leaders. The Board formally adopted the recommendations at the September 29th Special Board meeting and amended the FY 2019 Budget Request to start implementation of items that were initially identified as needing appropriations and could be started in FY 2019 prior to a full implementation plan being developed.

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At the October 2017 regularly scheduled Board meeting the Board assigned the various recommendations to Board's standing committees; Business Affairs and Human Resources (BAHR), Instruction, Research and Student Affairs (IRSA), and Planning, Policy and Government Affairs (PPGA). Each of the committees were assigned the task of prioritizing their assigned recommendations. Committee priorities were brought back to the Board for consideration at the regular December Board meeting. The Board approved all prioritization recommendations as submitted.

IMPACT

This item will inform the Board of the progress being made by each of the Board's standing committees on the implementation progress of the Task Force recommendations.

ATTACHMENTS

Attachment 1 – Recommendation Assignments

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STAFF COMMENTS AND RECOMMENDATIONS

As part of the Task Force's process, the individual work groups identified a number of short and long-term actions that would, in part, move forward the implementation of the individual recommendations. In some instances, there may be additional short or long-term actions that may be identified for moving forward the recommendations or a recommendation may be chosen as a priority item.

Many of the recommendations touching on the K-12 education portion of the pipeline will require administrative rule or Idaho Statute changes. Any recommendations contingent on amendments to administrative rule or Idaho Statute changes will have to be implemented in alignment with the rule promulgation or Executive Agency Legislation annual timelines.

Each of the committee chairs will give a brief status update on their assigned recommendations. As part of the planning and implementation process, the Board committees may create additional technical committees or workgroups. Any implementation work contingent on Board action will be brought back to the full Board for final action.

BOARD ACTION

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

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Recommendation Committee Assignments

Recommendation	Committee Assignment
1. Recommendation – Efficiencies, Cost Savings and Service – Drive efficiencies, cost savings, and a higher level of service in back office functions by migrating from our current federated system of institutions to a more integrated, centralized and student-centric System (combined with: Centralize and standardize processes to promote system-wide efficiencies).	BAHR – Lead Business Affairs and HR Systems IRSA Admissions and Registration (student services) PPGA Governmental Affairs Directors consolidation of efforts.
2. Recommendation – 60% Goal – Review and update the 60% goal and establish a clear, credible, and measurable roadmap on how Idaho gets to the 60% goal. Focus on the key outcomes that are critical to the state's economic future and to the continued standard of living and quality of life for Idaho citizens.	PPGA Amendment to strategic plan and communications and outreach.
3. Recommendation – Structural Change and System Improvements - Implement structural change and system improvements through enhancements to critical areas of the public education system that will remove barriers as students' progress through the educational pipeline and lead students to be prepared for postsecondary technical and academic training and education at the end of their high school experience. System improvements will include an enhanced statewide digital delivery system that creates a single digital campus that integrates and incorporates the Idaho educational system across the state and uses community outreach centers for support of students educational and career goals in local areas, thereby, removing barriers created by time or location restraints to opportunities for preparing students for postsecondary education as well as postsecondary resources. Identified barriers include the relevancy and rigor of the secondary senior year, more targeted advanced opportunities that lead to transferability of dual credits toward degree progress, full implementation of the Complete College America "Game Changers" through the strategies adopted by the Board's Complete College Idaho Plan, and alignment with workforce skills.	PPGA – Lead (Responsible for K-12 items, and policy issues related to administrative code or statute) – additional improvement to college and career advising and graduation requirements at the K-12 level. Administrative Code amendments would be necessary for K-12 requirement changes IRSA (Responsible for postsecondary items) – full implementation of Game Changers adopted by the Board in 2012. Implementation of a degree audit/student data analytics system ¹ for postsecondary students, development of postsecondary pathways. Development of dual credit pathways and offers that better serve students progression toward a degree or certificate.
4. Recommendation – Guided Pathways (P-20) - Develop and implement a comprehensive guided pathways program starting with early learning opportunities for students that are culturally relevant and provide support and guidance for the student through the education pipeline (early learning to prepare students for kindergarten through graduate degree attainment). An integrated guided pathways program would include parent engagement, student academic and career planning, proactive advising with early and urgent intervention (targeted/relevant), work-based learning, and community engagement (e.g. Indiana's Twenty-first Scholars and Scholar Success programs, Tennessee's Promise and Achieves programs, Iowa's BEST Program and Maryland's Achieving Collegiate Excellence and Success program). Advising activities would start no later than the 8 th grade. The electronic campus platform will be used to expand access to resources and provide college and career advising and mentoring services to students in areas where other options are not available or practical or where time/life constraints may limit access to in-person resources. Educator and student access to the statewide data analytics/degree audit system will be integrated into the electronic campus platform.	PPGA – Lead Additional improvement to college and career advising and graduation requirements at the K-12 level. Administrative Code amendments would be necessary for K-12 requirement changes IRSA Implementation of a degree audit/student data analytics system for postsecondary students.

¹ Implementation of this recommendation has been initiated with the amendment to the FY19 budget request.

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<p>5. Recommendation – Improved Certificate and Degree Completion - Leverage guided pathways to improve postsecondary completion through research based effective programs that lead to on-time completion in certificate and degree programs for all students. Barriers to access for place bound or time bound students will be removed through a state digital campus allowing individuals in remote and rural areas and working adults to access postsecondary education regardless of location and scheduling needs. Early interventions and targeted services will lead to greater retention and completion of postsecondary student's undergraduate goals as well as prepare students to pursue and complete graduate and professional degrees that are equally vital to the economic growth of Idaho.</p>	<p>IRSA – Lead Development of program targeting individuals with some credits and no degree. Implementation of a degree audit/student data analytics system¹ PPGA Amendments to scholarship requirements in Idaho Code and Admin Code²</p>
<p>6. Recommendation – Provide a statewide digital delivery system - a digital campus that integrates and incorporates the current public system and partnering private institutions. This system is scalable, high quality, accessible and affordable.</p>	<p>IRSA</p>
<p>7. Recommendation – Systemically increase dollars to fund all eligible Idaho high school students while not losing sight of the goal of lowering cost/improving access.</p>	<p>BAHR – Lead Institutional efficiencies, lower tuition and fees, elimination/ streaming of student fees. PPGA Legislation for scholarships</p>
<p>8. Recommendation - Further careful analysis, working with a technical committee and outside experts such as National Center for Higher Education Management Systems (NCHEMS) is necessary to ensure the outcomes-based funding model is fully vetted and pressure tested and that proper weighting is provided for each of the formula's metrics. Metrics should include:</p> <ol style="list-style-type: none"> 1. Verifiable Job Outs 2. 18-29 Credit Undergraduate Certificates 3. 1-Year Certificates 4. Associate Degrees 5. Bachelor Degrees 6. High Impact Completion Bonus 7. At-Risk Completion Bonus 8. Progression per Student Credit Hour Milestone 9. Transfers 10. On-Time Completion Bonus <p>The FY 2019 higher education budget line items requested by the colleges and universities should proceed through the budget process this year rather than attempting to launch an outcomes-based funding model for the 2018/2019 year. The State Board of Education should "shadow track" the metric outcomes for the 2018/2019 academic year to allow the institutions to prepare for full implementation in the following year.</p>	<p>BAHR</p>
<p>9. Recommendation – Adopt the Recommendations of the Governor's Workforce Development Task Force – The Governor's Higher Education Task Force should adopt the recommendations of the Governor's Workforce Development Task Force in order to establish a coordinated implementation effort between higher education, industry and state government to meet Idaho's future workforce needs.</p>	<p>Varied depending on individual recommendation. Additional staff work needed in this area.</p>
<p>10. Recommendation – Competency-Based System – The public higher education system should shift to a competency-based system for career technical education. (Implementation of this recommendation should be included as part of the work on Recommendation 5)</p>	<p>IRSA</p>

² Administrative Code changes take one year to work through the cycle and would be started in FY19.

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11. Recommendation – Partner with Industry – The public higher education system should partner with industry to include more workplace experiences as part of certificate and degree programs. (Implementation of this recommendation should be included as part of the work on Recommendation 5)	IRSA
12. Recommendation – Workforce Training towards Degree or Certificate Completion – Workforce training completed by an individual should count towards degree or certificate completion. (Implementation of this recommendation should be included as part of the work on Recommendation 5)	IRSA

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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SUBJECT

Public Schools Accountability – Trajectory Growth Model

REFERENCE

October 2015	The Accountability Oversight Committee presented recommendations to the Board regarding changes to be made to the state's accountability system, in preparation for submission of a new ESEA waiver
February 2016	The Board received an update on the timeline for the Accountability Oversight Committee to bring recommendations forward
April 2016	The Accountability Oversight Committee presented recommendations to the Board regarding removal of the ISAT proficiency and college entrance exam graduation requirements. The Board adopted the recommendation that the ISAT proficiency graduation requirement be removed and rejected the recommendation that the college entrance exam graduation requirement be removed.
August 2016	The Board approved proposed rule IDAPA 08.02.03.111 through 114, to implement a new accountability system for the State of Idaho
November 2016	The Board approved pending rule IDAPA 08.02.03.111 through 114, to implement a new accountability system for the State of Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, IDAPA 08.02.03., Rules Governing Thoroughness, subsection 112
Elementary and Secondary Education Act as reauthorized by the Every Student Succeeds Act.

BACKGROUND/DISCUSSION

The state public school accountability system is currently outlined in Administrative Code, IDAPA 08.02.03.112. Since the creation of the accountability provisions in 1997 there have been many changes at both the state and federal level. The changes at the federal level with the reauthorization of the Elementary Secondary Education Act through the Every Student Succeeds Act provided the state with the opportunity to develop a single accountability system that meets both the state and federal accountability needs.

The new public school accountability system approved by the board in August 2016, established three categories for schools to be grouped for accountability purposes as well as specific indicators for each group of schools. The measures that make up the framework are incorporated into the rule at the category level.

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The specific details around the growth model as a measure in K-8 schools must now be approved by the Board.

IMPACT

Approval of the growth toward proficiency trajectory will allow the Department to calculate ISAT growth toward proficiency starting with the 2017-2018 school year for the state accountability system.

ATTACHMENTS

Attachment 1 – Trajectory Model Presentation

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to IDAPA 08.02.03.112.02.ii, state accountability system includes an academic measure of ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education.” The Department, working with Idaho’s Technical Advisory Committee, is proposing a three year growth trajectory model.

BOARD ACTION

I move to approve the ISAT growth toward proficiency model, calculating a three year growth trajectory for use in the state accountability system.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Supporting Schools and Students to Achieve

SHERRI YBARRA, ED.S., SUPERINTENDENT OF PUBLIC INSTRUCTION

2/5/2018

Background



- Idaho's new vision for accountability is sharing clear, understandable data about school performance using a variety of indicators as outlined in IDAPA rule 08.02.03.112.
- These indicators are also used to identify the bottom 5% of schools for Title 1 Support.
- Report publicly these key performance indicators on the school, district and state report card.
- Schools separated into three categories
 - K-8
 - High Schools
 - Alternative High Schools



- ISAT Standards Achievement Test (ISAT) Proficiency
- ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education
- ISAT proficiency gap closure
- Idaho statewide reading assessment proficiency
- English Learners achieving English language proficiency
- English Learners achieving English language growth toward proficiency



- Conceptually straightforward
- Consistent with the ISAT scoring structure
 - Vertical scale ranging from ~2,000 – ~3,000

To define a trajectory model we must determine three things:

1. What standard the student is expected to reach?
2. Using what growth assumption?
3. Over what time period?

Standard



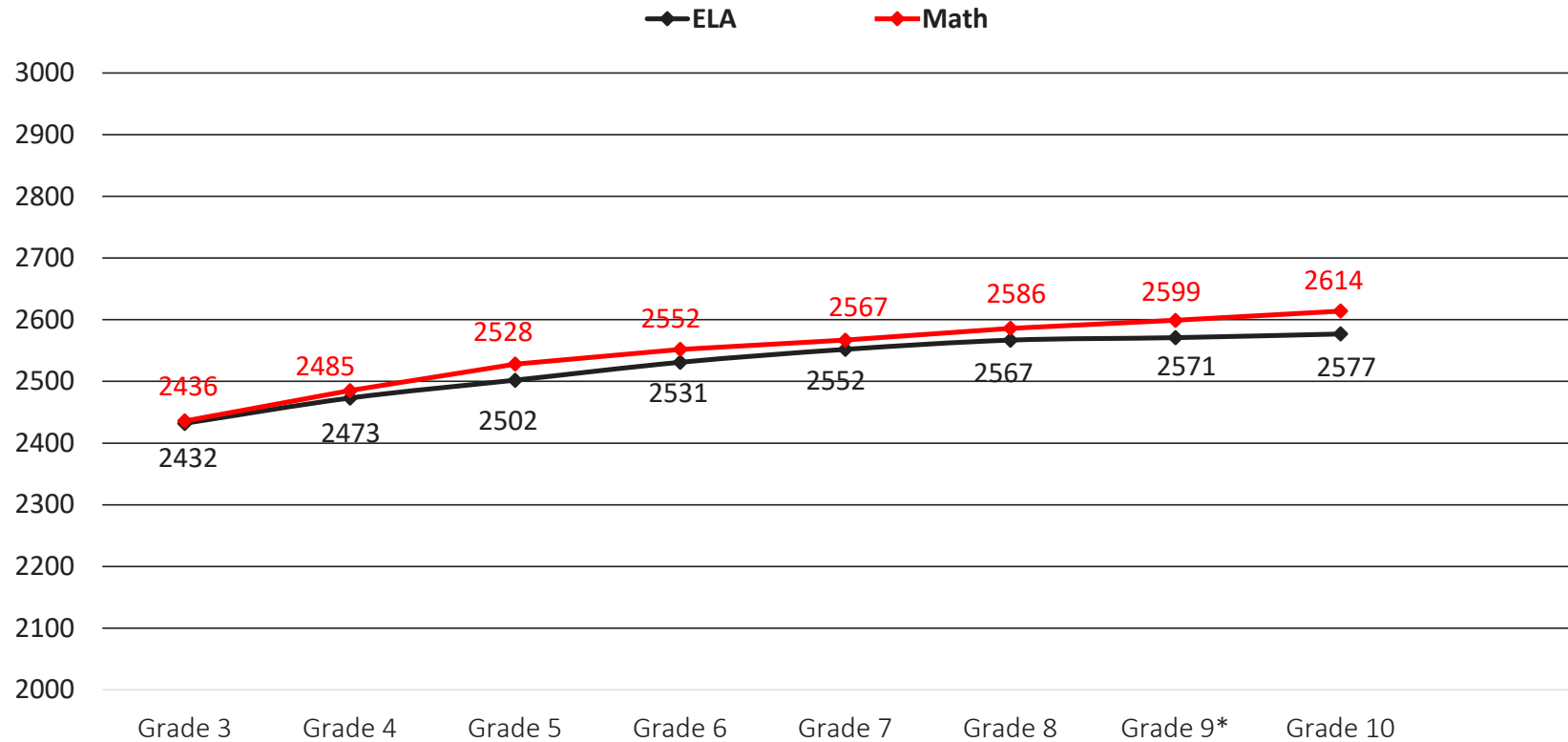
1. What standard is the student expected to reach?

- Defined in IDAPA Rule Language – *growth toward proficiency*
 - We interpret IDAPA Rule language *growth toward proficiency* to be the Level 3 cut score on the ISAT Assessments

Standard = Proficiency



ISAT Proficiency (Level 3) Cut Scores



Growth Assumption



2. Using what growth assumption?

- Predicted future outcome(s): is the student predicted to reach the desired standard?
- Desired future outcome(s): is the student making annual progress to reach the desired standard?

Not defined in the rule but *implied* in rule language 'growth toward proficiency'

Interpreted as annual improvement to meet *future proficiency*

Time Period



3. Over what time period?

- This is not defined in the rule
- Recommendation from AOC to report:
 - The percent of students on track to be proficient in three (3) years

AND

- The percent of students on track to be proficient in grade 10

Trajectory Model Example



Sally is a 5th grader in 2018

Sally's ISAT ELA Scale Score in 2017 (grade 5) was 2447

- To be proficient in three years (grade 8) Sally needs to score 2567
- Sally needs to increase her ELA scale score by 120 points to be proficient in 3 years ($2567 - 2447 = 120$)
- Dividing the target of 120 by 3(years) and we note Sally's annual scale score growth target is 40 points
- In 2018 – Sally needs to score 2487 to be considered on track to be proficient in 3 years
- *To be proficient by grade 10 (2577), Sally needs to increase her ELA scale score by 130 points ($2577 - 2447$). Dividing the target of 130 by 5 years, Sally would have an annual scale score growth target of 26 points and would need to score 2473 to be on track to be proficient by grade 10.*

Percent of grade 4 Students Reaching 2017 Target

2016 (beginning) Achievement Level	Math 3 Year (N=21,665)	Math 8th Grade (N=21,665)	Math 10th Grade (N=21,665)	ELA 3 Year (N=21,675)	ELA 8th Grade (N=21,675)	ELA 10th Grade (N=21,675)
Level 1	31.5%	50.5%	52.1%	32.4%	47.5%	51.3%
Level 2	42.6%	54.8%	53.8%	46.0%	53.3%	55.6%
Level 3	59.0%	63.6%	60.5%	60.2%	62.0%	62.9%
Level 4	75.2%	71.1%	66.8%	72.5%	66.8%	65.2%

Percent of Grade 5 Students Reaching 2017 Target

2016 (beginning) Achievement Level	Math 3 Year (N=21,290)	Math 8th Grade (N=21,290)	Math 10th Grade (N=21,290)	ELA 3 Year (N=21,303)	ELA 8th Grade (N=21,303)	ELA 10th Grade (N=21,303)
Level 1	21.9%	30.0%	31.1%	38.8%	47.7%	49.1%
Level 2	38.8%	42.8%	44.5%	55.0%	58.8%	59.1%
Level 3	63.2%	62.8%	65.2%	65.5%	65.9%	64.3%
Level 4	81.0%	76.0%	77.0%	79.0%	75.1%	74.1%

Percent of Grade 6 Students Reaching 2017 Target

2016 (beginning) Achievement Level	Math 3 Year (N=21,355)	Math 8th Grade (N=21,355)	Math 10th Grade (N=21,355)	ELA 3 Year (N=21,368)	ELA 8th Grade (N=21,368)	ELA 10th Grade (N=21,368)
Level 1	26.8%	26.8%	28.2%	37.0%	37.0%	38.1%
Level 2	45.6%	45.6%	47.3%	48.0%	48.0%	49.2%
Level 3	58.5%	58.5%	57.4%	58.4%	58.4%	59.3%
Level 4	76.4%	76.4%	77.5%	69.9%	69.9%	71.5%

Percent of grade 7 Students Reaching 2017 Target

2016 (beginning) Achievement Level	Math 3 Year (N=20,893)	Math 8th Grade (N=20,893)	Math 10th Grade (N=20,893)	ELA 3 Year (N=20,925)	ELA 8th Grade (N=20,925)	ELA 10th Grade (N=20,925)
Level 1	15.1%	14.3%	15.1%	24.5%	23.8%	24.5%
Level 2	35.6%	36.8%	35.6%	49.0%	48.1%	49.0%
Level 3	66.7%	64.5%	66.7%	73.7%	72.0%	73.7%
Level 4	89.2%	87.0%	89.2%	90.0%	88.7%	90.0%

Percent of grade 8 Students Reaching 2017 Target

2016 (beginning) Achievement Level	Math 3 Year (N=20,488)	Math 8th Grade (N=20,488)	Math 10th Grade (N=20,488)	ELA 3 Year (N=20,518)	ELA 8th Grade (N=20,518)	Math 10th Grade (N=20,518)
Level 1	5.2%	0.8%	5.2%	8.2%	3.1%	8.2%
Level 2	19.4%	16.4%	19.4%	31.4%	29.2%	31.4%
Level 3	69.4%	67.2%	69.4%	82.2%	79.1%	82.2%
Level 4	98.8%	97.9%	98.8%	99.1%	98.8%	99.1%

Analysis of Data



More time increases chances of reaching the proficiency target.

- ELA: 55.3% of students reaching 3 year targets, 56.7% of students reaching 8th grade targets, and 57.1% reaching 10th grade targets.
- Mathematics: 47.3% of students reaching 3 year targets, 49.3% of students reaching 8th grade targets, and 46.1% reaching 10th grade targets.

Low achieving students have much more difficult targets to reach than higher achieving students.

- Economically disadvantaged students (who tend to be lower achieving than their non-disadvantaged counterparts) have more difficult targets.
- Special education students have more difficult targets as well.

Questions



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Supporting Schools and Students to Achieve

SHERRI YBARRA, ED.S., SUPERINTENDENT OF PUBLIC INSTRUCTION

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

SUBJECT

Master Educator Premium – West Side School District Request for Local Model

REFERENCE

May 9, 2016	Board approved the Master Teacher Premium standards
August 10, 2017	Board approved final Master Educator standards, scoring rubrics and templates

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 33-1004I, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective D, Quality Education
Goal 4: Effective and Efficient Educational System, Objective A, Quality Teaching Workforce.

BACKGROUND/DISCUSSION

Section 33-1004I, Idaho Code established the Master Teacher Premium in 2015 to recognize and financially reward outstanding instructional staff. In 2017, the Board proposed and the Legislature enacted changes to the premium, adding pupil service staff and renaming it the Master Educator Premium (Premium).

To be eligible for the Premium, educators must meet certain minimum requirements, as well as show evidence of mastery of instructional techniques and professional practices. Evidence may be shown through a process established by the State Board of Education (Board) or locally established processes approved by the Board. Those educators recognized as Master Educators will earn an additional \$4,000 per year for three years. Following the initial three-year period, educators are eligible to receive the Premium on an annual basis based on continued eligibility.

Pursuant to Section 33-1004I, Idaho Code, to qualify for the Premium, an educator must have a minimum of eight (8) years teaching experience (the three (3) years immediately preceding the award must be continuous). Additionally, for three (3) of the previous five (5) years of instruction, the educator must show:

1. Mastery of instructional techniques and professional practice through artifacts demonstrating effective teaching and successful completion of an annual individualized professional learning plan; and
2. Majority of students meeting measurable student achievement criteria.

The process/plan for educators to show evidence of mastery, if developed at the district level, must be developed by a committee of educators, administrators and stakeholders and be approved by the State Board.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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The West Side School District has submitted for review their plan for a local model of the Master Educator Premium. This model proposed minor modifications to standards 1 and 3, and adds an additional standard as follows:

Board Approved Component	Proposed Modification	Rationale
1.1 Influences decision-making as an advocate for students	1.1 Influences the school or district priorities	Our school community feels a strong need to stay focused on local priorities. We want educators to feel empowered to make changes beyond what they are currently doing. This is especially important as we are transitioning to multi-age classrooms and standards-based reporting in the elementary school, as well as competency-based education in our secondary schools. Teachers have led this change and need to continue to be leaders among their peers.
1.3 Provides leadership	1.3. Provides leadership and support	Teachers who are involved in mentoring and coaching colleagues exhibit teacher leadership. With the amount of significant change on our district's horizon and the need for best teaching practices, in addition to increased teacher expectations, these characteristics are crucial to accomplishing district goals and increasing student achievement.
3.2 Inspires students to take academic risks, explore, and think critically to achieve high levels of learning	3.2 Inspires students to take academic risks, explore, and think critically to achieve high levels of learning by being a leader and mentor within the personalized competency-based educational environment.	Research supports the need for teachers to be personally and actively involved in a child's learning. We want teachers to mentor students of all ages in goal setting, life management, and academic pursuits. These increased individualized teacher actions will help our students be more productive while in school and will aide in life's transitions.
3.4 Demonstrates holistic knowledge about individual students' lives	3.4 Demonstrates holistic knowledge about individual students' lives	Our school district does not have the diversity like many school districts in the state. We are 94% Caucasian with a majority of our students coming from homes that qualify for free or reduced lunch. Therefore, to make this section achievable by our teachers, stakeholders felt it necessary to focus on specific student needs. This section will be influenced by input received from the parents and students that specifically reflects teacher's effort to meet needs of the whole child.
	5.9 Use of effective technology	The West Side School District believes strongly in utilizing technology in education. We are 1:1 with digital devices in grades K-12. We recognize when technology is used appropriately it will increase student engagement and expedite learning. As teachers increase their knowledge and become more comfortable using accessible technology, student achievement will increase.

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The proposed local Educator Premium plan would be used for West Side School District instructional staff, all West Side School District pupil service staff would use the state level Board approved model, with portfolios being evaluated through the Office of the State Board.

IMPACT

Approval of the local model for Idaho's Master Educator Premium plan will allow West Side School District to evaluate and approve instructional staff for the Master Educator Premium, at the local level.

ATTACHMENTS

Attachment 1 – West Side Master Educator Premium Plan Narrative –
Modifications, Rationale, and District Approval Process Page 5
Attachment 2 – West Side Master Educator Standards and Rubric for
Instructional Staff Page 8

STAFF COMMENTS AND RECOMMENDATIONS

Staff worked closely with West Side district leaders, encouraging them to clearly illustrate the differences between the original standards, including district rationale, in the attached crosswalk.

Staff also worked closely with district leaders to ensure that all protocols were followed in gathering district input and fully vetting the proposal among stakeholders. Staff recommends approval of the plan.

BOARD ACTION

I move to approve West Side school district local Master Educator Premium Plan as outlined in Attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS

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The Master Educator Scoring Rubric has been modified by stakeholders in the West Side School District. We modified sections 1.1, 1.3, 3.2, 3.4, and we added 5.9. Below are the modified components, side by side with the original component language, and West Side's rationale for each:

Component 1.1 - Original Master Educator Premium			
Characteristics	2 points each	1 point each	0 points each
1.1 Influences decision-making as an advocate for students	The evidence demonstrates that the teacher advocates for students' best interests through shaping policy at the building, district, state, and/or national level including professional organizations focused on improving teacher quality and student achievement.	The evidence demonstrates that the teacher is involved in professional efforts to advance teaching and learning.	The evidence demonstrates that the teacher is not involved in efforts to advance teaching and learning.
Component 1.1 - Proposed West Side Modification			
Characteristics	2 points each	1 point each	0 points each
1.1 Influences the school or district priorities	The evidence demonstrates that the teacher is actively engaged in influencing school or district priorities, activating meaningful change, while empowering both teachers and administrators to see beyond the current or traditional roles of the school in fostering teacher leadership.	The evidence demonstrates that the teacher is partially engaged in school or district priorities to foster teacher leadership.	There is little evidence the teacher is engaged in influencing school or district priorities to foster teacher leadership.
Rationale for Modification	Our school community feels a strong need to stay focused on local priorities. We want educators to feel empowered to make changes beyond what they are currently doing. This is especially important as we are transitioning to multi-age classrooms and standards-based reporting in the elementary school, as well as competency-based education in our secondary schools. Teachers have led this change and need to continue to be leaders among their peers.		
Component 1.3 - Original Master Educator Premium			
Characteristics	2 points each	1 point each	0 points each
1.3 Provides leadership	The evidence demonstrates that the teacher takes multiple leadership roles in department, school, district, state, national, and/or professional organizations' decision-making activities, such as curriculum development, staff development and/or policy design.	The evidence demonstrates that the teacher acts in leadership roles that are narrow in scope or limited.	The evidence demonstrates that the teacher participates in meetings as required.
Component 1.3 - Proposed West Side Modification			
Characteristics	2 points each	1 point each	0 points each
1.3. Provides leadership and support	Evidence shows that teacher engages in roles of coaching and mentoring, promotes an environment of trust and respect, fosters the development of fellow teachers, valuing and respecting where they are in their personal practice, or helps colleagues to make their own professional decisions by asking appropriate questions and encouraging reflection.	The evidence shows that the teacher sometimes values the importance professional improvement and development for the benefit of students and/ or sometimes engages in peer assistance and review for personal feedback and growth. Occasionally allows colleagues to observe in their classroom.	The evidence demonstrates that the teacher occasionally provides leadership or professional development and support for peers.
Rationale for Modification	Teachers who are involved in mentoring and coaching colleagues are evidence of teacher leadership. With the amount of significant change on our district's horizon and the need for best teaching practices, in addition to increased teacher expectations, these characteristics are crucial to accomplishing district goals and increasing student achievement.		
Component 3.2 - Original Master Educator Premium			
Characteristics	2 points each	1 point each	0 points each
3.2 Inspires students to take academic risks, explore, and think critically to achieve high levels of learning	The evidence demonstrates that the teacher supports learners' independence and self-direction in identifying their learning needs, accessing resources, and using time to accelerate their learning. The teacher supports learners' growing ability to participate in decision-making, problem solving, and critical thinking.	The evidence demonstrates that the teacher supports learners' independence and self-direction in identifying their learning needs, accessing resources, and using time to accelerate their learning.	The evidence demonstrates limited support of learners' independence and self-direction in identifying their learning needs, accessing resources, and using time to accelerate their learning.
Component 3.2 - Proposed West Side Modification			
Characteristics	2 points each	1 point each	0 points each

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3.2 Inspires students to take academic risks, explore, and think critically to achieve high levels of learning by being a leader and mentor within the personalized competency-based educational environment.	The evidence demonstrates that the teacher supports all learners by helping students set goals and achieve personal benchmarks through improved decision-making, problem solving, time managements, and critical thinking skills.	The evidence demonstrates that the teacher supports some learners by helping some students set goals and achieve personal benchmarks. An attempt is made to help students acquire better behavioral skills.	The evidence demonstrates the teacher has limited success in helping students set goals and achieve personal benchmarks.
Rationale for Modification	Research supports the need for teachers to be personally and actively involved in a child’s learning. In all ages of students, we want teachers to mentor students in goal setting, life management, and academic pursuits. This increased individualized teacher actions will help our students be more productive while in school and will aide in life’s transitions.		
Component 3.4 - Original Master Educator Premium			
Characteristics	2 points each	1 point each	0 points each
3.4 Demonstrates holistic knowledge about individual students’ lives	The evidence demonstrates that the teacher uses understanding of learners’ commonalities and individual differences within and across diverse communities to design culturally responsive learning experiences that enable each learner to meet high standards.	The evidence demonstrates that the teacher understands learner differences within and across diverse communities to design learning experiences that enable each learner to meet high standards.	The evidence displays limited understanding of learners’ commonalities and individual differences within and across diverse communities to design culturally responsive learning
Component 3.4 - Proposed West Side Modification			
Characteristics	2 points each	1 point each	0 points each
3.4 Demonstrates holistic knowledge about individual students’ lives	The evidence demonstrates that the students feel the teacher has a genuine care and concern for his/her well being as an individual in and out of the classroom that leads the student to listen and grow academically. Majority of student/parent surveys reflect the statement above.	The evidence demonstrates that the students feel the teacher has a genuine care and concern for his/her well being as an individual in and out of the classroom that leads the student to listen and grow academically. Some of student/parent surveys reflect the statement above.	The evidence displays limited understanding of learners” commonalities and individual differences within and across diverse communities to design culturally responsive learning.
Rationale for Modification	Our school district does not have the diversity like many school districts in the state. We are 94% Caucasian with a majority of our students coming from homes that qualify for free or reduced lunch. Therefore, to make this section achievable by our teachers, stakeholders felt it necessary to focus on specific student needs. This section will be influenced by input received from the parents and students that specifically reflects teacher’s effort to meet needs of the whole child.		
There is no 5.9 in Idaho State Board of Education Rubric. West Side School District has chosen to add this section.			
Component 5.9 - Proposed West Side Addition			
Characteristics	2 points each	1 point each	0 points each
5.9 Use of effective technology	The evidence shows the teacher demonstrates appropriate use of existing technology to enhance learning for students, and offer learning opportunities that would otherwise be inaccessible.	The evidence shows the teacher sometimes uses technology as a tool for communicating beyond teaching and learning.	The evidence that the teacher occasionally has appropriate use of technology.
Rationale for Modification	The West Side School District believes strongly in utilizing technology in education. We are 1:1 with digital devices in grades K-12. We recognize when technology is used appropriately it will increase student engagement and expedite learning. As teachers increase their knowledge and become more comfortable using accessible technology, student achievement will increase.		

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

FEBRUARY 15, 2018

Time frame on stakeholder feedback:

July 19, 2016 Public Board Meeting

Master Teacher Premium: Superintendent Barzee explained the basic requirements of the Master Teacher Premium, which will be given to teachers who have taught at least eight years or more. Teachers who meet the minimum state and district qualifications would receive \$4,000 a year for three years beginning in 2019-20 school year and would then have to continue to reapply every year thereafter. Mr. Barzee stated he will be providing more information in future meetings. It is a beneficial idea for teachers but will require work and time on their part, and it will be interesting to see if the funding will be available.

November 16, 2016 Public Board Meeting

Master Teacher Premium: Mr. Barzee gave another update on this topic which he has apprized the Board of in the past. He stated that he is meeting with teachers tomorrow morning to receive their input on whether to follow the State's standards or to modify them as a District and submit to the State in February for approval. It is a significant decision because the teachers who will qualify receive \$4,000 for three years and then reapply each year following. Mr. Barzee feels it will be a good thing if the teachers are invested in whichever direction is decided upon.

November 17, 2016 - meeting with teachers

On this day, teachers and administrators extensively reviewed the Idaho Master Teacher Premium Standards as the rubric had not yet been developed. As the standards were reviewed, teachers provided examples of how they might meet the standard. Additionally, they provided input on the clarity of the standards. The process of teachers pursuing the Master Teacher Premium Rubric was delayed because there was no developed rubric and there was uncertainty about this initiative being funded.

November 16, 2017 - meeting with teachers

Teachers and administrators met and reviewed each component. They compared each of the components to the rubric. After the review, teachers gave input on how they would be able to show evidence or mastery for each component listed. Notes were taken about how the district could improve the document and make it more applicable to the needs of the West Side School District. Teachers also asked many questions they had pertaining to the initiative. Questions were recorded and sent to the Board of Education for clarification.

December 20, 2017 Board Meeting Public Board Meeting

Mr. Barzee reiterated qualifications for and monetary rewards associated with the Master Teacher Premium process. This process will aide in teacher development, refine teaching expertises, encourage best teacher practices, and will reward hard working teachers. With the help of teachers and administrators, our district is currently in the process of rewriting five (now 4?) of the 22 sections of the rubric. A section on technology will also be added to the rubric.

In December of 2017 and January of 2018 teachers provided input on the proposed rubric changes.



West Side School District #202
626 North Westside Hwy • P.O. Box 39 • Dayton, ID 83232

West Side School District Master Educator - Instruction Rubric

MASTER TEACHER RUBRIC AND SCORING PROCEDURES - OVERVIEW

To be designated as a Master Educator in the West Side School District, educators must clearly demonstrate the following characteristics in a way that directly impacts student learning. Master Educators will achieve exemplary scores in four of the five standards on the scoring rubric.

At least two members of the Master Educator Committee will score each application, and scores for each standard will be compared to determine a candidate's final score. The committee will design a process for resolving discrepancies in scoring, such as a third reader or scoring consultation.



Candidate:

Evaluator:

1

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

Standard 1: *Leadership*. Master Teachers ensure student learning and well-being by engaging in a variety of leadership roles and performing thoughtful stewardship responsibilities for the school community and the profession.

Characteristics	2 points each	1 point each	0 points each	Score for Standard 1
1.1 Influences the school or district priorities	The evidence demonstrates that the teacher is actively engaged in influencing school or district priorities, activating meaningful change, while empowering both teachers and administrators to see beyond the current or traditional roles of the school in fostering teacher leadership.	The evidence demonstrates that the teacher is partially engaged in school or district priorities to foster teacher leadership.	There is little evidence the teacher is engaged in influencing school or district priorities to foster teacher leadership.	
1.2. Initiates innovations	The evidence demonstrates that the teacher is an agent of change who seeks opportunities to positively impact teaching quality, school improvements and student achievement.	The evidence demonstrates that the teacher implements change with school, district and state directive.	The evidence demonstrates that the teacher implements change as mandated by the principal.	

Candidate:

Evaluator:

2



**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

1.3. Provides leadership and support	Evidence shows that teacher engages in roles of coaching and mentoring, promotes an environment of trust and respect, fosters the development of fellow teachers, valuing and respecting where they are in their personal practice, or helps colleagues to make their own professional decisions by asking appropriate questions and encouraging reflection.	The evidence shows that the teacher sometimes values the importance professional improvement and development for the benefit of students and/ or sometimes engages in peer assistance and review for personal feedback and growth. Occasionally allows colleagues to observe in their classroom.	The evidence demonstrates that the teacher occasionally provides leadership or professional development and support for peers.	
<p style="text-align: center;"><i>For a Master Teacher candidate to meet Standard 1, the candidate must demonstrate consistent leadership that has a direct impact on student learning.</i></p> <p>Candidate offered evidence that supported and/or clarified the written response: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">If "no" = subtract 2 points.</p> <p>Comments:o</p>				<p style="text-align: center;">Max Score of 6</p> <p style="text-align: center;">5-6 exemplary 3-5 adequate 0-2 area for growth</p> <hr/> <p style="text-align: center;">SCORE</p>



Candidate:

Evaluator:

3

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

Standard 2: Professional Collaboration and Partnerships. Master Teachers work with educators, students, families and communities to create relationships; share knowledge, practice and responsibility; communicate effectively to support student learning. They respond to the needs of their colleagues and students in a timely and competent manner.

Characteristics	2 points	1 point each	0 points each	Score for Standard 2
2.1 Serves as resource for colleagues, administrators, students, parents, and community	The evidence demonstrates that the teacher consistently acts as a resource for others inside and outside of the education community, reaching across professions to provide support.	The evidence demonstrates that the teacher occasionally acts as a resource for others inside or outside of the education community.	The evidence demonstrates that the teacher is not involved as a resource.	
2.2 Create an environment of respect and rapport with the larger community	The evidence demonstrates that the teacher collaborates effectively with the local community, parents and/or community agencies, when and where appropriate, to promote a positive environment for student learning.	The evidence demonstrates that the teacher occasionally collaborates with the parents.	The evidence demonstrates that the teacher does not collaborate with the local community, community agencies, or parents	
2.3 Engages in collaborative contexts with peers	The evidence demonstrates that the teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among	The evidence demonstrates that the teacher's relationships with colleagues are characterized by mutual support and cooperation; the	The evidence demonstrates that the teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. The	

Candidate:

Evaluator:

4



PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

	the faculty. The teacher takes a leadership role in promoting a culture of professional inquiry through peer observation, peer feedback, peer coaching, professional dialogue, and/or other collegial learning activities.	teacher actively participates in a culture of professional inquiry but may not initiate activities.	teacher participates in the school's culture of professional inquiry when invited to do so.	
<p><i>For a Master Teacher candidate to meet Standard 2, the candidate must demonstrate focused collaboration that has a direct impact on student learning.</i></p> <p>Candidate offered evidence that supported and /or clarified the written response: <input type="checkbox"/> YES <input type="checkbox"/> NO If "no" = subtract 2 points.</p> <p>Comments:</p>				<p>Max Score of 6 5-6 exemplary 3-4 adequate 0-2 area for growth</p> <p style="text-align: center;">SCORE</p>



Candidate:

Evaluator:

5

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

Standard 3: Students and Learning Environment. Master Teachers demonstrate knowledge and caring to connect instruction to students' needs, interests and prior knowledge. They engage learners in inquiry, promote high levels of learning for all students, and create a culture of civility and success. They foster rapport that results in an environment where all students feel valued and are comfortable taking risks.

Characteristics	2 points each	1 point each	0 points each	Score for Standard 3
3.1 Creates a culture of mutual respect with parents and students	The evidence demonstrates that the teacher collaborates with others to create environments in and out of the classroom that support individual and collaborative learning and encourages positive social interaction, active engagement in learning, and self-motivation.	The evidence demonstrates that the teacher creates a classroom environment that supports individual and collaborative learning and encourages positive social interaction, active engagement in learning, and self motivation.	The evidence demonstrates that the classroom environment limits mutual respect, collaborative learning, social interaction, active learning and self-motivation.	

Candidate:

Evaluator:

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

3.2 Inspires students to take academic risks, explore, and think critically to achieve high levels of learning by being a leader and mentor within the personalized competency-based educational environment.	<p>The evidence demonstrates that the teacher supports all learners by helping students set goals and achieve personal benchmarks through improved decision-making, problem solving, time managements, and critical thinking skills.</p>	<p>The evidence demonstrates that the teacher supports some learners by helping some students set goals and achieve personal benchmarks. An attempt is made to help students acquire better behavioral skills.</p>	<p>The evidence demonstrates the teacher has limited success in helping students set goals and achieve personal benchmarks.</p>	
3.3 Prompts students to take ownership of their own learning and/or behavior, and promotes students self assessment and goal setting.	<p>The evidence demonstrates learners in self-assessment and goal setting to address gaps between performance and potential.</p>	<p>The evidence demonstrates that the teacher provides opportunities for learners to set goals or self-assess.</p>	<p>The evidence limited involvement of learners in self-assessment or goal setting.</p>	
3.4 Demonstrates holistic knowledge about individual students' lives	<p>The evidence demonstrates that the students feel the teacher has a genuine care and concern for his/her well being as an individual in and out of the classroom that leads the student to listen and grow academically. Majority of student/parent surveys reflect the statement above.</p>	<p>The evidence demonstrates that the students feel the teacher has a genuine care and concern for his/her well being as an individual in and out of the classroom that leads the student to listen and grow academically. Some of student/parent surveys reflect the statement above.</p>	<p>The evidence displays limited understanding of learners' commonalities and individual differences within and across diverse communities to design culturally responsive learning.</p>	

Candidate:

Evaluator:

7



**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

3.5 Promotes positive student-to-student interactions	The evidence demonstrates that the teacher effectively combines independent, collaborative and whole-class learning situations to maximize student understanding and learning.	The evidence demonstrates that the teacher uses independent, collaborative and whole-class learning situations.	The evidence demonstrates that the teacher uses one learning strategy the majority of the time.	
<p><i>For a Master Teacher candidate to meet Standard 3, the candidate must demonstrate distinguished teaching focused on students and environment that has a direct impact on student learning for all students.</i></p> <p>Candidate offered evidence that supported and /or clarified the written response: <input type="checkbox"/> YES <input type="checkbox"/> NO If “no” = subtract 2 points.</p> <p>Comments:</p>				<p>Max Score of 10 8-10 exemplary 5-7 adequate 0-4 area for growth</p> <p style="text-align: center;"><u> </u> SCORE</p>



Candidate:

Evaluator:

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

Standard 4: Professional Growth. Master Teachers engage in continuous professional development, demonstrate reflection, and implement best practices. They use multiple sources to shape their professional practice. They evaluate their personal growth, understanding and application of knowledge and develop an individualized professional learning plan.

Characteristics	2 points each	1 point each	0 points each	Score for Standard 4
4.1 Seeks regular opportunities for continuous professional development	The evidence demonstrates that the teacher uses a variety of data sources to analyze his/her professional knowledge, strengths and weaknesses in order to develop and implement targeted goals for professional growth.	The evidence demonstrates that the teacher identifies areas for professional growth using data sources.	The evidence demonstrates that the teacher participates in required professional development.	
4.2 Contributes to the development of learning opportunities designed to improve instructional and professional practices through participating in organizations/groups designed for this purpose	Evidence demonstrates active participation in educational organizations and contributes to the development of learning opportunities that provide professional development at the school, district and/or state level, that is relevant and is aligned to current best practices.	The evidence demonstrates that the teacher participates in professional organizations and professional development opportunities.	Evidence shows limited participation in professional organizations, and professional development opportunities that contribute to professional growth.	



Candidate:

Evaluator:

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

4.3 Demonstrates reflective practice to improve instructional decision making and/or professional practice	The evidence demonstrates that the teacher regularly reflects on and analyzes a wide range of evidence to evaluate the impact of instruction on individual learners and to set goals for improvement and consistently makes adaptations for future instruction.	The evidence demonstrates that the teacher has some use of reflection on evidence, but does not consistently make adaptations for future instruction.	The evidence demonstrates that the teacher seldom reflects on evidence to impact instructional decisions.	
<p><i>For a Master Teacher candidate to meet Standard 4, the candidate must demonstrate continued professional growth that has a direct impact on student learning and aligned to school and district goals.</i></p> <p>Candidate offered evidence that supported and/or clarified the written response: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">If "no" = subtract 2 points.</p> <p>Comments:</p>				Max Score of 6 5-6 exemplary 3-4 adequate 0-2 area for growth
				_____ SCORE



Candidate:

Evaluator:

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

Standard 5: Content, Instruction and Assessment. Master Teachers have a deep and reflective understanding of the content, instructional methods, and assessment techniques, which they consistently use to promote high levels of learning for all students.

Characteristics	2 points each	1 point each	0 points each	Score for Standard 5
5.1 Demonstrates in-depth understanding of the content area and/or professional concepts	The evidence demonstrates that the teacher continues to deepen his/her knowledge of content through new learning and uses it to support the growth of students.	The evidence demonstrates that the teacher continues to enhance his/her knowledge of content, but demonstrates little application to student growth.	The evidence demonstrates that the evidence demonstrates limited enhancement of his/her knowledge of content.	
5.2 Effectively delivers content area concepts to students utilizing diverse methods	The evidence demonstrates that the teacher understands and uses a variety of instructional strategies to encourage learners to develop understanding of content areas and to build skills to apply knowledge in meaningful ways.	The evidence demonstrates that the teacher uses of a variety of instructional strategies, but with minimal evidence of purposeful selection of strategies.	The evidence demonstrates that the teacher has limited use of a variety of instructional strategies.	



Candidate:

Evaluator:

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

5.3 Enables students to take ownership of and communicate their own learning	The evidence demonstrates that the teacher guides learners to take responsibility for their own learning through individualized goal-setting that will be effective for them as individuals and produce quality work.	The evidence demonstrates that the teacher guides learners to set individualized goals and monitor progress.	The evidence demonstrates limited guidance in student goal-setting.	
5.4 Actively engages and motivates students to learn.	The evidence demonstrates that virtually all students are intellectually engaged in challenging content through well-designed learning tasks and activities that require complex thinking by students.	The evidence demonstrates that some students are intellectually engaged with important and challenging content.	The evidence demonstrates little student engagement.	
5.5 Provides access points for students of all ability levels to engage in the learning process.	The evidence demonstrates that the teacher understands the development of students and systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs.	The evidence demonstrates that the teacher has understanding of the development of students and acquires knowledge from limited sources about groups of students' varied approaches to learning, knowledge and skills, special needs, interests, and cultural heritages to differentiate instruction.	The evidence demonstrates that the teacher recognizes differences between learners, but fails to develop lessons for those differences.	



Candidate:

Evaluator:

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018

5.6 Promotes critical thinking and problem solving skills	The evidence demonstrates that the teacher connects concepts and uses differing perspectives to engage learners in critical thinking, creativity, and collaborative problem-solving involving relevant issues.	The evidence demonstrates teacher efforts to promote critical thinking and problem solving skills.	The evidence demonstrates limited efforts to promote critical thinking and problem solving skills.	
5.7 Uses a variety of formative and summative assessments to evaluate student learning	The evidence demonstrates that the teacher uses assessments and collaboratively analyzes data (diagnostic, formative and summative) to identify student strengths, promote student growth and maximize access to learning opportunities.	The evidence demonstrates that the teacher uses diagnostic, formative and summative assessments.	The evidence demonstrates limited use of assessment to inform instruction.	
5.8 Effectively communicates student strengths and weaknesses with students, parents/guardians and colleagues	The evidence demonstrates that the teacher works with students and their parents/guardians to develop mutual expectations for learner performance and growth. The teacher communicates and records student performance through multiple mediums (e.g., newsletters, conferences, team meetings, etc.).	The evidence demonstrates that the teacher regularly informs students and parents about student progression.	Evidence demonstrates limited and/or inconsistent communication.	
5.9 Use of effective technology	The evidence shows the teacher demonstrates appropriate use of existing technology to enhance learning for students, and offer learning opportunities that would otherwise be inaccessible.	The evidence shows the teacher sometimes uses technology as a tool for communicating beyond teaching and learning.	The evidence that the teacher occasionally has appropriate use of technology.	

Candidate:

Evaluator:

13

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

<p style="text-align: center;"><i>For a Master Teacher candidate to meet Standard 5, the candidate must demonstrate distinguished teaching focused on content, instruction and assessment that has a direct impact on student learning.</i></p> <p>Candidate offered evidence that supported and/or clarified the written response: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">If "no" = subtract 2 points</p> <p>Comments:</p>	<p>Max Score of 18 15-17 exemplary 10-14 adequate 0-9 area for growth</p> <div style="text-align: center;"><hr style="width: 50px; margin: 0 auto;"/>SCORE</div>
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Candidate:

Evaluator:

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
FEBRUARY 15, 2018**

EVALUATOR'S SCORING SUMMARY

PLEASE CHECK THE CATEGORY BASED ON THE SCORE FOR EACH SECTION:

	EXEMPLARY	ADEQUATE	AREA FOR GROWTH	EVIDENCE
Standard 1:	_____	_____	_____	YES OR NO
Standard 2:	_____	_____	_____	YES OR NO
Standard 3	_____	_____	_____	YES OR NO
Standard 4:	_____	_____	_____	YES OR NO
Standard 5:	_____	_____	_____	YES OR NO

Notes:



Candidate:

Evaluator:

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2017**

TAB	DESCRIPTION	ACTION
BOISE STATE UNIVERSITY		
1	Employment Agreements – Seven Men’s Football Assistant Coaches	Motion to approve
BOISE STATE UNIVERSITY		
2	Multi-Year Employment Agreement – Baseball Head Coach	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

BOISE STATE UNIVERSITY

SUBJECT

Employment agreements for seven Men's Football assistant coaches

REFERENCE

April 2016 Idaho State Board of Education (Board) approved two-year contract with Kent Riddle

April 2017 Board approved one-year, 9-month contracts with Andrew Avalos and Zachary Hill

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

Single and multi-year coach contracts are a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking to renew and/or enter into new contracts for its football assistant coaching staff. Seven of those contracts meet the threshold for Board approval because they will provide annual compensation over \$200,000.

The contracts reflect BSU contract standards and conform with the template provided by Board-approved model employment agreement.

IMPACT

No state funds will be used—compensation will be provided by program revenues, media, donations, and other non-state funds. Terms are as follows:

Andrew Avalos

Term: Fixed term contract of one year. Update of current multi-year contract.

Base Compensation: \$335,000

One-Time Bonus: \$20,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

Year 1 (March 1, 2018 – the last game of the regular season including the conference championship game (if applicable)): \$25,000

Zachary Hill

Term: Fixed term contract of two years

Base Compensation:

Year 1: \$300,000

Year 2: \$300,000

One-Time Bonus: \$10,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2018 – February 28, 2019): \$100,000

Year 2 (March 1, 2019 – the last game of the regular season including the conference championship game (if applicable)): \$50,000

Kent Riddle

Term: Fixed term contract of two years

Base Compensation:

Year 1: \$290,000

Year 2: \$290,000

One-Time Bonus: \$10,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2018 – February 28, 2019): \$100,000

Year 2 (March 1, 2019 – the last game of the regular season including the conference championship game (if applicable)): \$50,000

Bradley Bedell

Term: Fixed term contract of one year

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018**

Base Compensation: \$250,000

One-Time Bonus: \$10,000

Gabriel Franklin

Term: Fixed term contract of one year

Base Compensation: \$210,000

One-Time Bonus: \$10,000

Chad Kauhaahaa

Term: Fixed term contract of one year

Base Compensation: \$225,000

Eric Kiesau

Term: Fixed term contract of one year

Base Compensation: \$210,000

One-Time Bonus: \$10,000

All Assistant Coaches:

Pay for Performance - Academic:

APR between 955-959 – up to \$2,000 or
APR between 960-964 – up to \$3,000 or
APR between 965-969 – up to \$4,000 or
APR 970 or higher – up to \$5,000.

Pay for Performance - Athletic:

- a) If the football team is the Mountain Division Champion, assistant coaches will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, assistant coaches will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, assistant coaches will receive a \$5,000 bonus.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

In addition,

- d) If the football team participates in a non-CFP bowl game, assistant coaches will receive a \$5,000 bonus; and
- e) If the football team wins the non-CFP bowl game, assistant coaches will receive a \$5,000 bonus; or
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, assistant coaches will receive a bonus up to 7.5% of their annual base salary.

Each contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by BSU.

ATTACHMENTS

Attachment 1 – 2012-2016 APR Summary	Page 7
Attachment 2 – Chart – All Football Assistant Coach Salaries	Page 8
Attachment 3 – Proposed Contract for Andrew Avalos	Page 9
Attachment 4 – Redline - Avalos Prop. Contract to Model Agreement	Page 23
Attachment 5 – Redline to Current Avalos Contract	Page 41
Attachment 6 – Avalos Maximum Compensation Calculation	Page 55
Attachment 7 – Base Salary & Incentive Comparison – Defensive Coord.	Page 56
Attachment 8 – Liquidated Damages Comparison – Defensive Coord.	Page 57
Attachment 9 – Proposed Contract for Zachary Hill	Page 59
Attachment 10 – Redline - Hill Proposed Contract to Model Agreement	Page 73
Attachment 11 – Redline to Current Hill Contract	Page 93
Attachment 12 – Hill Maximum Compensation Calculation	Page 107
Attachment 13 – Base Salary & Incentive Comp. – Offensive Coord.	Page 108
Attachment 14 – Liquidated Damages Comparison – Offensive Coord.	Page 109
Attachment 15 – Proposed Contract for Kent Riddle	Page 111
Attachment 16 – Redline - Riddle Prop. Contract to Model Agreement	Page 125
Attachment 17 – Redline to Current Riddle Contract	Page 143
Attachment 18 – Riddle Maximum Compensation Calculation	Page 157
Attachment 19 – Base Salary & Incentive Comparison – Special Teams Coord.	Page 158
Attachment 20 – Liquidated Damages Comp. – Special Teams Coord.	Page 159
Attachment 21 – Base Salary & Incentive Comp. for Assistant Coaches	Page 161
Attachment 22 – Proposed Contract for Bradley Bedell	Page 165
Attachment 23 – Redline - Bedell Prop. Contract to Model Agreement	Page 177
Attachment 24 – Bedell Maximum Compensation Calculation	Page 189
Attachment 25 – Proposed Contract for Gabriel Franklin	Page 191
Attachment 26 – Redline - Franklin Prop. Contract to Model Agreement	Page 203

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018**

Attachment 27 – Franklin Maximum Compensation Calculation	Page 215
Attachment 28 – Proposed Contract for Chad Kauhaahaa	Page 217
Attachment 29 – Redline - Kauhaahaa Prop. Contract to Model Agrmnt	Page 229
Attachment 30 – Kauhaahaa Max Compensation Calculation	Page 241
Attachment 31 – Proposed Contract for Eric Kiesau	Page 243
Attachment 32 – Redline - Kiesau Prop. Contract to Model Agreement	Page 255
Attachment 33 – Kiesau Maximum Compensation Calculation	Page 267
Attachment 34 – Checklist	Page 269

STAFF COMMENTS AND RECOMMENDATIONS

All of the attached proposed employment agreements meet Board Policy requirements for single-year and multiple-year coach contracts and the Board's Coach Contract Checklist. Board approval for these seven contracts is required because the maximum annual compensation for each of positions is equal to or greater than \$200,000. For these seven assistant coach positions, the annual base salaries exceed \$200,000. All compensation for base salaries and bonuses will be derived from non-appropriated funds. The institution has provided reference information on compensation rates and (where available) liquidated damage terms for assistant football coaches at other conference institutions. A summary of changes (if applicable) between the coaches' 2017 and 2018 salaries is provided for reference at Attachment 2.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into employment agreements with the following assistant coaches for its football team: Andrew Avalos, Defensive Coordinator; Zachary Hill, Offensive Coordinator; Kent Riddle, Special Teams Coordinator; Bradley Bedell, Assistant Coach; Gabriel Franklin, Assistant Coach; Chad Kauhaahaa, Assistant Coach; and Eric Kiesau, Assistant Coach; as presented in the attached documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2012-13	2013-14	2014-15	2015-16
Football	980	977	991	968
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>70-80</i>	<i>80-90</i>	<i>50-60</i>

REPORT YEAR

Raw Score for single year

*Percentile Rank for Sport***MULTI-YEAR (4-Year Rolling Average)**

Football	988	981	982	976
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FOOTBALL SALARIES AND POSITIONS - 2018

NAME	FOOTBALL COACHING STAFF	2017 Salary	2018 Salary	Increase	One-Time Bonus	CONTRACT
Andy Avalos	Defensive Coordinator	\$ 315,000	\$ 335,000	\$ 20,000	\$ 20,000	1 year remaining on current contract - No extension - Buyout remains \$25k.
Zachary Hill	Offensive Coordinator	\$ 285,000	\$ 300,000	\$ 15,000	\$ 10,000	2 Year Contract (1 year extension) Buyout 100K & 50K
Kent Riddle	Special Teams Coordinator	\$ 275,000	\$ 290,000	\$ 15,000	\$ 10,000	2 Year Contract (2 year extension) Buyout 100K & 50K
Chad Kauhaahaa	Assistant Coach	\$ -	\$ 225,000	\$ -	\$ -	Single year - New Hire (1/8/18)
Bradley Bedell	Assistant Coach	\$ 225,000	\$ 250,000	\$ 25,000	\$ 10,000	Single year
Gabriel Franklin	Assistant Coach	\$ 195,000	\$ 210,000	\$ 15,000	\$ 10,000	Single year
Eric Kiesau	Assistant Coach	\$ 185,000	\$ 210,000	\$ 25,000	\$ 10,000	Single year

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”) and Andrew Avalos (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the “Position”) of its intercollegiate football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Defensive Coordinator for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of one (1) year, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”), 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 the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary in the amount of \$335,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$20,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**

- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful

and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, 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 Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any 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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, would reflect adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director (such approval not to be unreasonably withheld), 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to 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 (such approval not to be unreasonably withheld).

4.3. Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, regulations, and policies.

5.1.1. In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by any 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 Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's

or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University.

5.3.1. At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4. Termination by Coach for Convenience.

5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.4.3. If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars (\$25,000). 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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.

5.4.5. Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5. Termination Due to Disability or Death of Coach.

5.5.1. 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, or dies.

5.5.2. 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 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 Coach's estate or beneficiaries hereunder.

5.5.3. If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6. Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7. 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.

5.8. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property,

materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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:	Boise State University
	Director of Athletics
	1910 University Drive

Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
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. 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 Coach's 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 between 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 the University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Andrew Avalos

Dr. Robert Kustra, President

Approved by the Board on the _____ day of February, 2018.

~~(Form Used When Board Approval Required)~~
(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the “Agreement”~~) is entered into this day of
February, 2018 (“Effective Date”) by and between Boise State
~~University (“the University”)(College))~~ and Andrew Avalos
~~(“Coach”)~~.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Defensive Coordinator (the
“Position”)~~head coach~~ of its intercollegiate football (Sport) team (the “Team”).~~(or~~
~~Director of Athletics).~~ Coach ~~(Director)~~ 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 Head Coach of the Team (the “Head Coach”)~~University (College)’s~~
~~Director~~ or the Head Coach’s~~Director’s~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach’s~~Director’s~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach’s~~Director’s~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”)~~University (College)’s Chief executive officer (Chief executive officer).~~

1.3. Duties. Coach shall serve as the Defensive Coordinator~~manage and supervise~~ the Team and shall perform such other duties in the University’s~~University (College)’s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to~~ the best of Coach’s ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with at the University (College)~~other than as head coach of the Position~~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) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of one (1) year
~~()~~ years, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”), 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 the University's Board of Trustees ~~Education~~. 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) A base~~An annual~~ salary in the amount of \$335,000\$ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~Chief executive officer and~~ approved by the University's~~University (College)'s~~ Board of ~~(Regents or Trustees)~~;
- b) A one-time bonus payment of \$20,000, which shall be paid after execution of this Agreement.
- ~~c)~~ The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees; ~~and~~
- d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

- ee) The opportunity to receive such employee benefits as the University's University (College)'s Department of Athletics (the "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 — 3.2 Supplemental Compensation. Coach may earn

~~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 head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation as follows: in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 — Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.~~

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; and
- e) If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; or
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the 3rd year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following February if Coach is still employed by the University on that date factors: the

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of \$2,000; or
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; or
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 or
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies set by the Board, 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 Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date all athletes.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reportable 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 Chief executive officer 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 Chief executive officer in consultation with the Director.~~

~~3.2.3.2.4. Coach may receive the compensation hereunder~~⁵~~—The Coach shall receive the sum of (amount or computation) from the University (College) or the University's University (College)'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 (collectively, "Programs"). 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) —. Agreements requiring the Coach to participate in Programs related to Coach'shis duties as an employee of the 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 Coach'shis services to and appearperform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall not appear without the prior written approval of the Head Coach and 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 Head Coach and 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.~~

~~3.2.5. 6 — (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University (College) has the exclusive right to operate ~~athletic youth (Sport) — camps ("Camps")~~ on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~Camps University (College)'s camps~~ in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~Camps University (College)'s football camps~~. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~Camps University (College)'s summer football camps~~, the University (College) shall pay Coach ~~(amount) — per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) —.~~

~~(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.~~

3.2.6.7 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach~~. In order to avoid entering into an agreement with a competitor of ~~any University selected vendors (Company Name)~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside ~~interests~~ ~~income~~ to the University ~~(College)~~ in accordance with ~~Section 4.3 of this Agreement~~ ~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, 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 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees (College), the University (College)'s governing board, the conference of which the University is a member (the "Conference"), and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that ~~any 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 ~~Head Coach~~ Director and to the ~~University's Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University's~~ University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) ~~the University's Policy~~ University (College)'s Handbook; (c) ~~University (College)'s Administrative Procedures~~ Manual; (d) the policies of the Department; (e) NCAA ~~(or~~

~~NAIA) rules and regulations; and regulations; and (e(f) the rules and regulations of the Conference (Sport) conference of which the University (College) is a member.~~

~~4.2.~~ 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 ~~unreasonably otherwise~~ detract from those duties in any manner, or that, in the reasonable opinion of the University, ~~(College)~~, would reflect adversely upon the University, the Department, ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director (such approval not to be unreasonably withheld), who may consult with the President ~~Chief executive officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use, the University's ~~the University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld). ~~Chief executive officer.~~

~~4.3.~~ 4.3 Outside Income. — NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) ~~University (College)'s Chief executive officer~~ for all athletically-related and other business-related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with to the University (College)'s Chief executive officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, 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 the 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

~~4.4.4.4 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 Chief executive officer and the University (College)'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.~~

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, and policies.~~

5.1.1. In addition to the definitions contained in applicable rules and ~~policies, the 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 thirty (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's Board of Trustees~~ University (College)'s governing board, the Conference, or the NCAA, ~~(NAIA),~~ including but not limited to any such violation

which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's ~~University (College)'s~~ consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's ~~University (College)'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's Board of Trustees ~~University (College)'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's Board of Trustees ~~University (College)'s governing board~~, the Conference, or the NCAA, (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) —i) A violation of any applicable law or the policies, rules or regulations of the University, (College), the University's Board of Trustees ~~University (College)'s governing board~~, the Conference, or the NCAA, (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University (College) as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's or the Director's 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, the 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's~~ University ~~(College)~~'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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University. ~~(College)~~.

5.3.1. At any time after commencement of this Agreement, the University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that the University ~~(College)~~ terminates this Agreement for its own convenience, the University ~~(College)~~ shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University ~~(College)~~ until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue ~~thehis~~ health insurance plan and group life insurance as if ~~Coachhe~~ remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform ~~the~~ University within ten ~~(10)~~ business days of obtaining other employment, and to advise ~~the~~ University of all relevant terms of such employment, including without limitation, the nature and location of ~~the~~ employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise ~~the~~ University shall constitute a material breach of this Agreement and ~~the~~ University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair ~~market~~ value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to ~~the~~ University all compensation paid ~~to him~~ by ~~the~~ University after the date ~~Coachhe~~ obtains other employment, to which ~~Coachhe~~ is not entitled under this provision.

~~5.2.3.3.~~ The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that ~~the~~ Coach may lose certain benefits, supplemental compensation, or outside compensation relating to ~~Coach'shis~~ employment with ~~the~~ University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by ~~the~~ 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 ~~the~~ University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

~~5.3.4.~~ In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4.- Termination by Coach for Convenience.

~~5.4.3.1.~~ ~~—The~~ Coach recognizes that ~~Coach'shis~~ promise to work for ~~the~~ 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 ~~Coach'shis~~ employment by entering into this Agreement and that its investment would be lost were ~~Coachhe~~ to resign or otherwise terminate ~~Coach'shis~~ employment with the University ~~(College)~~ before the end of the contract ~~T~~term.

~~5.4.3.2.~~ ~~—The~~ Coach, ~~for his own convenience~~, may terminate this Agreement ~~for convenience~~ during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ~~when mutually agreed upon ten (10) days~~ after

such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program. (College).

5.4.3. 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, ~~Coach~~ ~~he~~ shall pay to the University, ~~(College)~~, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars (\$25,000). 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

—————5.3.4.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(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 ~~the~~ University ~~(College)~~ shall constitute adequate and reasonable compensation to ~~the~~ 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).~~

5.4.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~Coach~~ ~~he~~ shall forfeit to the extent permitted by law ~~Coach's~~ ~~his~~ right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5.4 Termination Due to Disability or Death of Coach.

5.54.1. 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~~ ~~University (College)s~~ disability insurance carrier, becomes unable to perform the essential functions of the ~~Position~~ ~~position of head coach~~, or dies.

5.54.2. 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

~~Coach's~~~~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 ~~Coach's~~~~the Coach's~~ estate or beneficiaries ~~thereunder~~.

5.54.3. If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the ~~University's~~~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that ~~the~~ Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which ~~Coach~~~~he~~ is entitled by virtue of employment with the University ~~(College)~~.

5.6.5 Interference by Coach. In the event of ~~termination~~, suspension, ~~or~~ reassignment ~~or termination~~, Coach agrees that Coach will not interfere with the ~~University's~~~~University (College)'s~~ student-athletes or otherwise obstruct the ~~University's~~~~University (College)'s~~ ability to transact business or operate its intercollegiate athletics program.

5.7.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8.7 Waiver of Rights. Because ~~the~~ Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, ~~and IDAPA 08.01.01 et seq., and the University Policies (College) Faculty Staff Handbook.~~

ARTICLE 6

6.1. Board Approval. ~~(if required—multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy)~~ This Agreement shall not be effective until and unless approved of the ~~University's~~~~University (College)'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 ~~A~~greement shall be subject to: the approval of the ~~University's~~~~University (College)'s~~ Board of ~~(Regents or Trustees)~~, the ~~Director~~~~Chief executive officer~~, and the ~~Head Coach~~~~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's~~~~University (College)'s~~ rules ~~or policies~~ regarding ~~furloughs or~~ financial exigency.

6.2. University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program)~~, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University's~~ University (College)'s direction or for the ~~University's~~ University (College)'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 Head Coach ~~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~~ district court in Ada County, Boise, 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 therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non—Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further agrees that all documents and reports Coach ~~he~~ is required to produce

under this Agreement may be released and made available to the public at the University's University (College)'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: Boise State University
(College): Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University Chief executive officer
Office of

the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
 Last known address on file with
University's University (College)'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 University (College)'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 Coach's 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 ~~between~~ 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 ~~the University's~~ University (College)'s Board of ~~(Regents or~~ Trustees ~~),~~ if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. ~~The~~ Coach acknowledges that ~~Coach~~ 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics

Andrew Avalos

Dr. Robert Kustra, President

Chief executive officer _____ Date _____
_____ Date _____

*Approved by the Board ~~of (Regents or Trustees)~~ on the _____ day of February, 2018_____, 2010.

~~[*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018~~_____, 2017~~ (“Effective Date”) by and between Boise State University (“the University”) and Andrew Avalos (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the “Position”) of its intercollegiate football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Defensive Coordinator for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of one (1) year, commencing on March 1, 2018~~April 23, 2017~~ and terminating, without further notice to Coach, on February 28, 2019 (the “Term”), 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 the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary in the amount of \$~~33~~+5,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$20,000, which shall be paid after execution of this Agreement.
- ~~c~~b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- ~~d~~e) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ~~e~~d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the football team wins the non-CFP bowl game, Coach will receive a \$~~5~~+5,000 bonus; **or**

- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary~~\$15,750 bonus~~.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful

and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, 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 Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any 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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, would reflect adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director (such approval not to be unreasonably withheld), 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to 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 (such approval not to be unreasonably withheld).

4.3. Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving ~~ten (10) days~~^{forty-eight (48) hours} prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, regulations, and policies.

5.1.1. In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by any 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 Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's

or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University.

5.3.1. At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4. Termination by Coach for Convenience.

5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program.

5.4.3. If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2017 and February 28, 2018, the sum of seventy-five thousand dollars (\$75,000) or if the termination occurs between March 1, 2018 and the last game of the regular season including the conference championship game (if applicable), the sum of twenty-five thousand dollars (\$25,000). 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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.

5.4.5. Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5. Termination Due to Disability or Death of Coach.

5.5.1. 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, or dies.

5.5.2. 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 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 Coach's estate or beneficiaries hereunder.

5.5.3. If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6. Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7. 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.

5.8. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property,

materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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:	Boise State University
	Director of Athletics
	1910 University Drive

Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
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. 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 Coach's 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 between 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 the University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

ATTACHMENT 5

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Andrew Avalos

Dr. Robert Kustra, President

Approved by the Board on the _____ day of February,
2018, 2017.

Coach Andrew Avalos Maximum Compensation Calculation - 2018-2019

		Yr 1
3.1.1a	Annual Base Salary	\$ 335,000.00
3.1.1b	One-Time Bonus	\$ 20,000.00
3.2.1	Additional Pay based on Performance	\$ 40,125.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 400,125.00

Football Defensive Coordinator Salary and Incentive Comparisons in the Mountain West Conference

Coach	School	Base Salary	Incentives
Steve Russ	Air Force	-	Courtesy car
Andrew Avalos	Boise State	\$ 335,000	See Contract
Marty English	Colorado State	\$ 300,000	NA
Orlando Steinauer	Fresno State	\$ 310,000	<p>Affiliated Conference Success</p> <p>a) \$24,800 - Mountain West Conference or at-large bowl game participant b) \$31,000 - Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions c) \$37,200 - Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner d) \$49,600 - Mountain West Conference Championship game winner and BCS/CFP bowl game participant <i>Only one may be awarded</i></p> <p>Vehcile Stipend - \$400 monthly</p>
Lorenzo Ward	Fresno State	\$ 85,392	NA
Lawrence Suilaunoa	Hawaii	\$ 203,688	Courtesy car
Jeff Casteel	Nevada	\$ 231,750	NA
Kevin Cosgrove	New Mexico	\$ 200,000	Courtesy car
Daniel Gonzales	San Diego State	\$ 189,816	NA
Derrick Odum	San Jose State	\$ 404,136	Employee will receive \$3000 if football team is above a .500 record before a bowl game
Kent Baer	UNLV	\$ 223,833	NA
Frank Maile	Utah State	\$ 230,000	<p>You will also be eligible to receive supplemental compensation in the amount of \$19,167 based on the football team's performance in a post-season bowl game, so long as you coach in the bowl game. This payment will not be added to your salary and will be paid by a third party. You will not receive benefits from Utah State University on this payment. You will also be responsible for all federal, state and local tax obligations for this payment.</p> <p>You will be provided with a mobile phone stipend in the amount of \$100 per month. This is a taxable benefit and will be paid with your monthly payroll.</p> <p>You will also be provided a courtesy car in accordance with current policy, for your use while conducting business related to Utah State University. A monthly mileage log will be filed with the Business Office by the 5th day of each month. You will be required to sign a courtesy</p>
Scottie Hazleton	Wyoming	\$ 230,004	NA

Liquidated Damages
Football Defensive Coordinators in Mountain West Conference

Coach	School	Length of Contract	201X Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Steve Russ	Air Force	NA	NA	NA		
Andrew Avalos	Boise State	3/1/17 -2/28/18	\$ 335,000	Yes	Sliding Scale	See Contract
Marty English	Colorado State	At Will	\$ 229,050	No		
Orlando Steinauer	Fresno State	7/1/17-3/28/19	\$ 359,600	Yes	Sliding Scale	Resign prior to conclusion of 2018 football season, early departure fee of \$100,000 (was \$150,000 for resigning prior to end of 2017 season)
Lawrence Suilaunoa	Hawaii	4/1/17- 3/31/18	\$ 203,688	No		
Jeff Casteel	Nevada	7/1/17-6/30/18	\$ 232,000	No		
Kevin Cosgrove	New Mexico	1/1/16 - 12/31/17	\$ 200,000	Yes	Sliding Scale	\$20,000 in the first year, \$10,000 in the second
Daniel Gonzales	San Diego State	3/1/17-2/28/19	\$ 192,416	No		
Derrick Odum	San Jose State	12/22/16 - 12/31/18	\$ 404,136	NA		
Kent Baer	UNLV	At Will	\$ 222,833	No		
Frank Maile	Utah State	3/1/16 - 3/31/18	\$ 230,000	Yes	Flat Rate	Resign prior to 1/1/18 and there has not been a head coaching change, subject to pay \$20,000.
Scottie Hazleton	Wyoming	1/11/17-2/28/18	\$ 230,004	No		

*Sliding Scale, Flat Rate, Tied to years in contract

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”) and Zachary Hill (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Offensive Coordinator/Quarterbacks Coach (the “Position”) of its intercollegiate football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3 Duties. Coach shall serve as the Offensive Coordinator/Quarterbacks Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 29, 2020 (the “Term”), 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 the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary in the amount of \$300,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**

- e) If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, 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 Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any 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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, would reflect adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director (such approval not to be unreasonably withheld), 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to 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 (such approval not to be unreasonably withheld).

4.3. Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving forty-eight (48) hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, regulations, and policies.

5.1.1. In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by any 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 Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's

or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University.

5.3.1. At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4. Termination by Coach for Convenience.

5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.4.3. If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and February 28, 2019, the sum of one-hundred thousand dollars (\$100,000) or if the termination occurs between March 1, 2019 and the last game of the regular season including the conference championship game (if applicable), the sum of fifty thousand dollars (\$50,000). 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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.

5.4.5. Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5. Termination Due to Disability or Death of Coach.

5.5.1. 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, or dies.

5.5.2. 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 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 Coach's estate or beneficiaries hereunder.

5.5.3. If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6. Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7. 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.

5.8. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property,

materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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:	Boise State University
	Director of Athletics
	1910 University Drive

Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Zachary Hill
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. 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 Coach's 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 between 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 the University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

ATTACHMENT 9

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Zachary Hill

Dr. Robert Kustra, President

Approved by the Board on the _____ day of February, 2018.

(Form Used When Board Approval Required)
(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the “Agreement”~~) is entered into this day of February, 2018 (“Effective Date”) by and between Boise State
~~University (“the University”)(College)~~ and Zachary Hill
~~(“Coach”)~~.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Offensive Coordinator/Quarterbacks Coach (the “Position”)~~head coach~~ of its intercollegiate football~~(Sport)~~ team (~~the “Team”~~).~~(or Director of Athletics)~~. Coach ~~(Director)~~ 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 Head Coach of the Team (the “Head Coach”)~~University (College)’s Director~~ or the Head Coach’s~~Director’s~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach’s~~Director’s~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach’s~~Director’s~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”)~~University (College)’s Chief executive officer (Chief executive officer)~~.

~~1.3.~~ 1.3 Duties. Coach shall serve as the
Offensive Coordinator/Quarterbacks Coach~~manage and supervise~~ the Team and shall perform such other duties in the University’s~~University (College)’s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to the best of Coach’s ability, and consistent with University policies and procedures, perform all~~ reassign Coach to duties and responsibilities customarily associated with at the University (College) other than as head coach of the Position~~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)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 29, 2020 (the “Term”) 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 the University's Board of Trustees ~~Education~~. 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) A base~~An annual~~ salary in the amount of \$300,000~~\$_____~~ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and Chief executive officer~~and~~ approved by the University's~~University (College)'s~~ Board of ~~(Regents or Trustees)~~_____;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- ~~c~~b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees; ~~and~~
- d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ~~e~~e) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics (the "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—3.2 Supplemental Compensation. Coach may earn

~~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 head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation as follows: in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; and
- e) If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; or
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the

~~3.2.2— Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3— Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The~~

~~determination shall be based on the following~~ February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual factors: the Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of \$2,000; or
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; or
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 or
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies set by the Board, 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 Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date all athletes.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reportable 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 Chief executive officer 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 Chief executive officer in consultation with the Director.~~

~~3.2.3.2.4.~~ Coach may receive the compensation hereunder~~5~~—The Coach shall receive the sum of (amount or computation) from the University (College) or the University's~~University (College)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 (collectively, "Programs").~~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)~~—. Agreements requiring ~~the~~ Coach to participate in Programs related to Coach's~~this~~ duties as an employee of the 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 Coach's~~this~~ services to and appear~~perform~~ on the Programs and to cooperate in their production, broadcasting, and telecasting. ~~It is understood that neither Coach nor any assistant coaches shall not~~ appear without the prior written approval of the Head Coach and 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 Head Coach and 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.~~

~~3.2.5. 6~~ — ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University (College) has the exclusive right to operate athletic~~youth (Sport)~~ camps ("Camps") on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps~~University (College)s camps~~ in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps~~University (College)s~~ football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps~~University (College)s~~ summer football camps, the University (College) shall pay Coach (amount) ~~per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment)~~—.

~~(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;~~
- e) ~~— 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.~~

3.2.6.7 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside ~~interests~~ income to the University (College) in accordance with Section 4.3 of this Agreement ~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, 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 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees (College), the University (College)'s governing board, the conference of which the University is a member (the "Conference"), and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that ~~any 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 ~~Head Coach~~ Director and to the ~~University's Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University's~~ University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) ~~the University's Policy~~ University (College)'s Handbook; (c) ~~University (College)'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 ~~Conference (Sport) conference of which the University (College) is a member.~~

4.2. 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 unreasonably otherwise detract from those duties in any manner, or

that, in the reasonable opinion of the University, ~~(College)~~, would reflect adversely upon the University, the Department, ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director (such approval not to be unreasonably withheld), who may consult with the President~~Chief executive officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use, the University's~~the University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld). ~~Chief executive officer.~~

4.3. Outside Income. — NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief executive officer~~ for all athletically-related and other business-related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with ~~to the University (College)'s Chief executive officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, 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 the 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

4.4.4.4 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 Chief executive officer and the University (College)'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.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team; requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving forty-eight (48) hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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,~~ and policies.

5.1.1. In addition to the definitions contained in applicable rules and ~~policies, the 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 thirty (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's Board of Trustees ~~University (College)'s governing board,~~ the Conference, or the NCAA, ~~(NAIA);~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") ~~NAIA~~ member institution;
- d) Ten (10) working days' ²absence of Coach from duty without the University's ~~University (College)'s~~ consent;

- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'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's Board of Trustees~~University (College)'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's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA, ~~(NAIA)~~, by ~~one of Coach's assistant coaches~~, any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team; or
- i) —i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the University's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA, ~~(NAIA)~~, by ~~one of Coach's assistant coaches~~, any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's or the Director's~~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, the 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's~~University (College)'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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University. ~~(College)~~

5.3.1. At any time after commencement of this Agreement, ~~the~~ University, ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that ~~the~~ University ~~(College)~~ terminates this Agreement for its own convenience, ~~the~~ University ~~(College)~~ shall be obligated to pay ~~to~~ Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~the~~ University ~~(College)~~ until the ~~T~~ term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue ~~the~~ his health insurance plan and group life insurance as if ~~Coach~~ remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or

fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid to him by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that ~~the~~ Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, ~~(College)~~ which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University, ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4.- Termination by Coach for Convenience.

5.4.1. ~~—The~~ Coach recognizes that Coach's promise to work for the 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 Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University ~~(College)~~ before the end of the contract Tterm.

5.4.2. ~~—The~~ Coach, ~~for his own convenience,~~ may terminate this Agreement for convenience during its term by giving prior written notice to the University, ~~(College)~~. Termination shall be effective when mutually agreed upon ~~ten (10) days~~ after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program. ~~(College)~~.

5.4.3. 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, Coach~~he~~ shall pay to the University, ~~(College)~~, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and February 28, 2019, the sum of one-hundred thousand dollars (\$100,000) or if the termination occurs between March 1, 2019 and the last game of the regular season including the conference championship game (if applicable), the sum of fifty thousand dollars (\$50,000).~~;~~
_____. 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

————5.3.4.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(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 the University ~~(College)~~ shall constitute adequate and reasonable compensation to the 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)~~.

5.43.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach~~he~~ shall forfeit to the extent permitted by law Coach's~~his~~ right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5.4 Termination Due to Disability or Death of Coach.

5.54.1. 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~~University (College)s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.54.2. 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 Coach's~~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 Coach's~~the Coach's~~ estate or beneficiaries thereunder.

5.54.3. If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the ~~University's~~ University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that ~~the~~ Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which ~~Coach~~ he is entitled by virtue of employment with the University. ~~(College).~~

5.6.5 Interference by Coach. In the event of ~~termination~~, suspension, ~~or~~ reassignment ~~or termination~~, Coach agrees that Coach will not interfere with the ~~University's~~ University (College)'s student-athletes or otherwise obstruct the ~~University's~~ University (College)'s ability to transact business or operate its intercollegiate athletics program.

5.7.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8.7 Waiver of Rights. Because ~~the~~ Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and IDAPA 08.01.01 et seq., and the University Policies (College) Faculty Staff Handbook.

ARTICLE 6

6.1. Board Approval. ~~(if required—multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy).~~ This Agreement shall not be effective until and unless approved of the ~~University's~~ University (College)'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 ~~A~~agreement shall be subject to: the approval of the ~~University's~~ University (College)'s Board of ~~(Regents or Trustees)~~, the ~~Director~~ Chief executive officer, and the ~~Head Coach~~ 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's~~ University (College)'s rules or policies regarding furloughs or financial exigency.

6.2. University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program),~~ material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to

Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University's~~ ~~University (College)'s~~ direction or for the ~~University's~~ ~~University (College)'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 ~~T~~term of this ~~A~~greement 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 ~~Head Coach~~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~~ district court in Ada County, Boise, 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 therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non—Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the ~~University's~~ ~~University (College)'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: Boise State University
(College): Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University Chief executive officer
Office of

the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Zachary Hill
 Last known address on file with
University's University (College)'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 University (College)'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 Coach's ~~this~~ 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 ~~between~~ 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 ~~the University's~~University (College)'s Board of ~~(Regents or~~Trustees,~~)~~ if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. ~~The~~Coach~~he~~ acknowledges that Coach~~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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY (COLLEGE)

COACH

Curt Apsey, Director of Athletics

Zachary Hill

Dr. Robert Kustra, President

Chief executive officer _____ Date _____
_____ Date

*Approved by the Board of (Regents or Trustees) on the _____ day of February, 2018_____, 2010.

[*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of ~~February, 2018~~~~April, 2017~~ (“Effective Date”) by and between Boise State University (“the University”) and Zachary Hill (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Offensive Coordinator/Quarterbacks Coach (the “Position”) of its intercollegiate football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3 Duties. Coach shall serve as the Offensive Coordinator/Quarterbacks Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on ~~March 1, 2018~~~~April 23, 2017~~ and terminating, without further notice to Coach, on February ~~29, 2020~~~~28, 2019~~ (the “Term”), 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 the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary in the amount of ~~\$300,285~~,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- cb) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- de) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ed) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**

- e) If the football team wins the non-CFP bowl game, Coach will receive a ~~\$54,000~~ bonus; **or**
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary ~~\$14,250 bonus~~.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, 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 Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any 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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, would reflect adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director (such approval not to be unreasonably withheld), 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to 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 (such approval not to be unreasonably withheld).

4.3. Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving forty-eight (48) hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, regulations, and policies.

5.1.1. In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by any 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 Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's

or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University.

5.3.1. At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4. Termination by Coach for Convenience.

5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.4.3. If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018~~April 20, 2017~~ and February 28, 201~~98~~⁹, the sum of one-hundredseventy-five thousand dollars (\$~~10075~~,000) or if the termination occurs between March 1, 201~~98~~⁹ and the last game of the regular season including the conference championship game (if applicable), the sum of fiftytwenty-five thousand dollars (\$~~5025~~,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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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.

5.4.5. Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5. Termination Due to Disability or Death of Coach.

5.5.1. 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, or dies.

5.5.2. 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 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 Coach's estate or beneficiaries hereunder.

5.5.3. If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6. Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7. 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.

5.8. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University.

Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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:

Boise State University

Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Zachary Hill
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. 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 Coach's 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 between 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 the University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Zachary Hill

Dr. Robert Kustra, President

Approved by the Board on the _____ day of February,
2018, 2017.

Coach Zachary Hill Maximum Compensation Calculation - 2018-2020

		Yr 1	Yr 2
3.1.1a	Annual Base Salary	\$ 300,000.00	\$ 300,000.00
3.1.1b	One-Time Bonus	\$ 10,000.00	\$ -
3.2.1	Additional Pay based on Performance	\$ 37,500.00	\$ 37,500.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 352,500.00	\$ 342,500.00

**Salary and Incentive Comparisons
Offensive Coordinator in the Mountain West Conference**

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	-	NA
Clay Hendrix	Air Force	-	NA
Zak Hill	Boise State	\$ 300,000	See Contract
Will Friend	Colorado State	\$ 534,450	NA
Kalen DeBoer	Fresno State	\$ 310,000	NA
Brian Smith	Hawaii	\$ 203,688	Courtesy Car
Matt Mumme	Nevada	\$ 185,400	NA
Bob DeBesse	New Mexico	\$ 225,500	Courtesy Car
Jeff Horton	San Diego State	\$ 219,576	NA
Andrew Sowder	San Jose State	\$ 200,004	\$500 per month car stipend, \$3,000 if team participates in bowl game.
Barney Cotton	UNLV	\$ 222,833	NA
Davis Yost	Utah State	\$ 100,000	NA
Brent Vigen	Wyoming	\$ 300,000	NA

**Liquidated Damages
Offensive Coordinators in Mountain West Conference**

Coach	School	Length of Contract	Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Thiessen	Air Force		-	NA		NA
Clay Hendrix	Air Force		-	NA		
Zak Hill	Boise State	3/1/18 - 2/28/20	\$ 300,000	Yes	Sliding Scale	See Contract
Will Friend	Colorado State	At Will	\$ 534,450	NA		
Kalen DeBoer	Fresno State	1/1/17-2/28/19	\$ 310,000	NA		
Brian Smith	Hawaii	4/1/17-3/31/18	\$ 203,688	NA		
Matt Mumme	Nevada	7/1/17-6/30/18	\$ 185,400	NA		
Bob DeBesse	New Mexico	7/1/16-12/31/17	\$ 225,500	Yes	Sliding Scale	\$20,000 if resigns in year 1 of contract, \$10,000 if resigns in year 2 of contract
Jeff Horton	San Diego State	3/1/17-2/28/19	\$ 222,176	NA		
Andrew Sowder	San Jose State	1/12/17-12/31/18	\$ 200,004	NA		
Barney Cotton	UNLV	At Will	\$ 222,833	NA		
David Yost	Utah State	1/4/17-3/31/19	\$ 103,600	Yes	Flat Rate	\$20,000
Brent Vigen	Wyoming	3/1/17-2/28/19	\$ 300,000	NA		

*Sliding Scale, Flat Rate, Tied to years in contract

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”) and Kent Riddle (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the special teams coordinator (the “Position”) of its intercollegiate Football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the special teams coordinator for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 29, 2020 (the “Term”), 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 the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount of \$290,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus, **and**
- e) If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**

- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful

and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, 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 Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any 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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 Head Coach and the Director, 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 University President and the Director.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University President and the Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the Director 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 the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by any 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 Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's or the Director's 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, the 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 Coach was employed.

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University.

5.3.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably

comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

5.4.1 Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program.

5.4.3 If 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 Coach

terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and February 28, 2019, the sum of one-hundred thousand dollars (\$100,000) or if the termination occurs between March 1, 2019 and the last game of the regular season and conference championship game (if applicable), the sum of fifty thousand dollars (\$50,000). 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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.

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

5.5.1 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, or dies.

5.5.2 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 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 Coach's estate or beneficiaries hereunder.

5.5.3 If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 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.

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

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 Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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:	Boise State University
	Director of Athletics
	1910 University Drive
	Boise, Idaho 83725-1020

with a copy to: Boise State University
 Office of the President
 1910 University Drive
 Boise, Idaho 83725-1000

Coach: Kent Riddle
 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. 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 Coach's 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 between 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 the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics Date

Kent Riddle Date

Dr. Robert Kustra, President Date

Approved by the Board on the _____ day of February, 2018.

~~(Form Used When Board Approval Required)~~
(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the “Agreement”~~) is entered into this day of
February, 2018 (“Effective Date”) by and between Boise State
~~University (“the University”)(College);~~ and Kent Riddle
~~(“Coach”).~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the special teams coordinator (the
“Position”)~~head coach~~ of its intercollegiate Football (Sport) team (the “Team”).~~(or~~
~~Director of Athletics).~~ Coach ~~(Director)~~ 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 Head Coach of the Team (the “Head Coach”)~~University (College)’s~~
~~Director~~ or the Head Coach’s~~Director’s~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach’s~~Director’s~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach’s~~Director’s~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”)~~University (College)’s Chief executive officer (Chief executive officer).~~

1.3. Duties. Coach shall serve as the special teams coordinator~~manage and supervise~~ the Team and shall perform such other duties in the University’s~~University (College)’s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to~~ the best of Coach’s ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with at the University (College) other than as head coach of the Position~~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) shall cease.~~

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) ~~()~~ years, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 29, 2020 (the “Term”) 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 the University's Board of ~~Trustees~~Education. 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) ~~A~~An annual salary in the amount of \$290,000\$ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~Chief executive officer and~~ approved by the University's~~University (College)'s~~ Board of ~~(Regents or Trustees)~~_____;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- ~~c~~b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees; ~~and~~
- d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ~~ee~~e) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics ~~(the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus, **and**
- e) If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date. 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 head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other

~~post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, 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.~~

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

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 Chief executive officer 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 Chief executive officer in consultation with the Director.~~

~~3.2.3.2.4~~ 3.2.4 Coach may receive the compensation hereunder~~5~~—The Coach shall receive the sum of ~~(amount or computation)~~ from the University ~~(College)~~ or the ~~University's~~ University (College)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 (collectively, "Programs"). ~~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)~~ _____. Agreements requiring ~~the~~ Coach to participate in Programs related to ~~Coach's~~ this duties as an employee of ~~the~~ 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 ~~Coach's~~ this services to and ~~appear~~ perform on the Programs and to cooperate in their production, broadcasting, and telecasting. ~~It is understood that neither~~ Coach ~~nor any assistant coaches~~ shall not appear without the prior written approval of the Head Coach and 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 Head Coach and 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.~~

3.2.5 6 — ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University ~~(College)~~ has the exclusive right to operate ~~athletic youth (Sport)~~ (Sport) camps ("Camps") on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~Camps~~ University (College)s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~Camps~~ University (College)s ~~football camps~~. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~Camps~~ University (College)s summer football camps, the University ~~(College)~~ shall pay Coach ~~(amount)~~ _____ per year as supplemental compensation during each year of his employment as head ~~(Sport)~~ (Sport) coach at the University ~~(College)~~. This amount shall be paid ~~(terms of payment)~~ _____.

~~(SUMMER CAMP OPERATED BY COACH)~~ Coach may operate a summer youth ~~(Sport)~~ (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;~~
- e) ~~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.~~

3.2.67 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 the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University~~University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach. In order to avoid entering into an agreement with a competitor of (Company Name), 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), 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 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees (College), the University (College)'s governing board, the conference of which the University is a member (the "Conference"), and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that ~~any 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 ~~Head Coach~~ Director and to the ~~University's Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University's~~ University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy ~~University (College)'s Handbook;~~ (c) University (College)'s Administrative Procedures Manual; ~~(cd)~~ the policies of the Department; ~~(de)~~ NCAA ~~(or NAIA)~~ rules and regulations; and ~~(e)~~ regulations; and (f) the rules and regulations of the Conference (Sport) conference of which the University (College) is a member.

4.2.4.2 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 Head Coach and the Director, ~~who may consult with the Chief executive officer~~, 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~~University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the University President~~Director~~ and the Director~~Chief executive officer~~.

4.3 Outside Income. NCAA (or NAIA) Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University President and the Director~~(College)'s Chief executive officer~~ for all athletically-related income and benefits from sources outside the University. Coach (College) and shall report the source and amount of all such income and benefits to the Director~~University (College)'s Chief executive officer~~ 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 the 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

4.4.4 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 Chief executive officer and the University (College)'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.~~

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set

forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, the 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 thirty (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's Board of Trustees~~ University (College)'s governing board, the Conference, or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") ~~NAIA~~ member institution;
- d) Ten (10) working days' ² absence of Coach from duty without the University's ~~University (College)'s~~ consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's ~~University (College)'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's Board of Trustees~~University (College)'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's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA; ~~(NAIA)~~; by ~~one of Coach's assistant coaches~~; any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team; or
- i) —i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~; the University's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA; ~~(NAIA)~~; by ~~one of Coach's assistant coaches~~; any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: ~~before the effective date of the suspension, reassignment, or termination, the~~ Head Coach, Director, or the Head Coach's or the Director's~~this~~ 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, the 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's~~University (College)'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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University ~~(College)~~.

5.3.1 At any time after commencement of this Agreement, ~~the~~ University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2 In the event that ~~the~~ University ~~(College)~~ terminates this Agreement for its own convenience, ~~the~~ University ~~(College)~~ shall be obligated to pay ~~to~~ Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~the~~ University ~~(College)~~ until the ~~T~~term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. ~~In~~ addition, Coach will be entitled to continue ~~the~~~~his~~ health insurance plan and group life insurance as if ~~Coach~~ remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. ~~Coach~~ shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. ~~Coach~~ specifically agrees to inform ~~the~~ University within ten ~~(10)~~ business days of obtaining other employment, and to advise ~~the~~ University of all relevant terms of such employment, including without limitation, the nature and location of ~~the~~ employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits.

Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid ~~to him~~ by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.32.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4- Termination by Coach for Convenience.

5.43.1 ~~The~~ Coach recognizes that Coach's promise to work for the 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 Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University ~~(College)~~ before the end of the contract Term.

5.43.2 ~~The~~ Coach, ~~for his own convenience~~, may terminate this Agreement for convenience during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective when mutually agreed upon ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program. ~~(College)~~.

5.4.3 .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, Coach ~~he~~ shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and February 28, 2019, the sum of one-hundred thousand dollars (\$100,000) or if the termination occurs between March 1, 2019 and the last game of the regular season and conference championship game

(if applicable), the sum of fifty thousand dollars (\$50,000). 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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.43.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (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 the University (College) shall constitute adequate and reasonable compensation to the 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).

5.43.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.54 Termination Due to Disability or Death of Coach.

5.54.1 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 University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the Position position of head coach, or dies.

5.54.2 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 Coach's 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 Coach's the Coach's estate or beneficiaries thereunder.

5.54.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be

entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University ~~-(College)-~~.

5.65 Interference by Coach. In the event of ~~termination~~, suspension, ~~or~~ reassignment or termination, Coach agrees that Coach will not interfere with the ~~University's~~ University (College)'s student-athletes or otherwise obstruct the ~~University's~~ University (College)'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 provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and, ~~IDAPA 08.01.01 et seq., and the~~ University Policies (College) Faculty Staff Handbook.

ARTICLE 6

6.1 Board Approval. ~~(if required—multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy)-~~ This Agreement shall not be effective until and unless approved of the ~~University's~~ University (College)'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's~~ University (College)'s Board of ~~-(Regents or Trustees)-~~, the Director ~~Chief executive officer~~, and the Head Coach ~~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's University (College)'s rules or policies regarding furloughs or financial exigency.

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program)~~, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~-(College)-~~ or developed by Coach on behalf of the University ~~-(College)-~~ or at the ~~University's~~ University (College)'s direction or for the ~~University's~~ University (College)'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 ~~T~~term of this ~~A~~greement 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 ~~Head Coach~~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~~ district court in Ada County, Boise, 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 Non-Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further agrees that all documents and reports Coach~~he~~ is required to produce under this Agreement may be released and made available to the public at the University's~~University (College)'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: Boise State University
(College): Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University ~~Chief executive officer~~
Office of

the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Kent Riddle
 Last known address on file with
University's ~~University~~ ~~(College)'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 ~~University~~ ~~(College)'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 Coach's ~~this~~ 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 ~~between~~ 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 the

~~University's~~University (College)s Board of ~~(Regents or Trustees)~~, if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. ~~The~~ Coach acknowledges that ~~Coach~~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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics~~Chief executive officer~~ _____ Date Kent
Riddle _____ Date

Dr. Robert Kustra, President _____ Date

*Approved by the Board ~~of (Regents or Trustees)~~ on the _____ day of February, 2018, 2010.

~~[*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this _____ day of February, 2018, ~~2016~~ ("Effective Date") by and between Boise State University ("the University") and Kent Riddle ("Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the special teams coordinator (the "Position") of its intercollegiate Football team (the "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 Head Coach of the Team (the "Head Coach") or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director").

1.3. Duties. Coach shall serve as the special teams coordinator for the Team and shall perform such other duties in the University's athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on March 1, 2018~~April 18, 2016~~ and terminating, without further notice to Coach, on February 29, 2020~~28, 2018~~ (the "Term"), 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 the University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount of ~~\$290~~²⁷⁵,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- ~~c~~b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- ~~d~~e) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ~~e~~d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the football team ~~is participates in the~~ Mountain Division ChampionConference Championship Game, Coach will receive a ~~\$52~~,000 bonus.
- b) If the football team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the football team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the football team participates in a non-CFP bowl game, Coach will receive a \$53,000 bonus, and

- ~~b)e)~~ If the football team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; or
~~e)f)~~ If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary~~\$13,750 bonus.~~

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Coach may receive the compensation hereunder from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, “Programs”). Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, 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 Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any 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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 Head Coach and the Director, 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 University President and the Director.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University President and the Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source

and amount of all such income and benefits to the Director 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 the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

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, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by any 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 Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's

or the Director's 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, the 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 Coach was employed.

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University.

5.3.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

5.4.1 Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program.

5.4.3 If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 201~~86~~ and February 28, 201~~97~~, the sum of ~~one-hundredseventy-five~~ thousand dollars (\$~~10075~~,000) or if the termination occurs between March 1, 201~~97~~ and the last game of the regular season and conference championship game (if applicable), the sum of ~~fiftytwenty-five~~ thousand dollars (\$~~5025~~,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. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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.

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

5.5.1 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, or dies.

5.5.2 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 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 Coach's estate or beneficiaries hereunder.

5.5.3 If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 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.

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

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 Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier

termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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: Boise State University
 Director of Athletics

1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Kent Riddle
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. 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 Coach's 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 between 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 the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics Date

Kent Riddle Date

Dr. Robert Kustra, President Date

| Approved by the Board on the _____ ~~14~~ day of ~~February, 2018~~April, 2016.

Coach Kent Riddle Maximum Compensation Calculation - 2018-2020

		Yr 1	Yr 2
3.1.1a	Annual Base Salary	\$ 290,000.00	\$ 290,000.00
3.1.1b	One-Time Bonus	\$ 10,000.00	\$ -
3.2.1	Additional Pay based on Performance	\$ 36,750.00	\$ 36,750.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 341,750.00	\$ 331,750.00

**Salary and Incentive Comparisons
Special Teams Coach in the Mountain West Conference**

Coach	School	Base Salary	Incentives
Ben Miller	Air Force	-	NA
Kent Riddle	Boise State	\$ 290,000	See Contract
Jamie Bryant	Colorado State	\$ 151,350	NA
Jamie Christian	Fresno State	\$ 175,000	Courtesy car stipend
Mayur Chaudhari	Hawaii	\$ 165,000	Courtesy car
Tommy Perry	Nevada	\$ 103,000	NA
Apollo Wright	New Mexico	\$ 165,000	Courtesy Car
Bobby Hauck	San Diego State	\$ 214,200	NA
Dan Ferrigno	San Jose State	\$ 100,968	NA
Andy LaRussa	UNLV	\$ 185,697	NA
Mark Tommerdahl	Utah State	\$ 140,000	NA
AJ Cooper	Wyoming	\$ 150,000	NA

Liquidated Damages
Football Special Teams Coordinators in Mountain West Conference

Coach	School	Length of Contract	Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Ben Miller	Air Force	NA	-			NA
Kent Riddle	Boise State	3/1/18 - 2/28/20	\$ 290,000	Yes	Sliding Scale	See Contract
Jamie Bryant	Colorado State	NA	\$ 175,000	NA		
Jamie Christian	Fresno State	12/5/16 - 2/28/18	\$ 175,000	NA		
Mayur Chaudhari	Hawaii	4/1/17 - 3/31/18	\$ 165,000	NA		
Tommy Perry	Nevada	7/1/17 - 6/30/23	\$ 141,400	NA		
Apollo Wright	New Mexico	2/8/19 - 12/31/17	\$ 166,250		Sliding Scale	amount not capable of precise calculation or quantification. Therefore, Employee agrees to pay to the University, as liquidated damages (the "Liquidated Damages") and not as penalty, a sum of Twenty Thousand Dollars (\$20,000.00) in the event that Employee terminates this Agreement pursuant to this paragraph at any time prior to the end of the first full contract year (January – December 2016), and the sum of Ten Thousand Dollars (\$10,000.00) in the event that Employee terminates this Agreement pursuant to this paragraph at any time prior to the expiration of the term of this Agreement (January – December 2017), payable within sixty (60) days of separation, provided, however that no Liquidated Damages shall be paid under this Section 9 in the event Employee accepts a head coach at a University or an offensive coordinator position at a Football Bowl Subdivision (FBS) or Football Championship Subdivision (FCS) school. The Liquidated Damages shall be the University's sole and exclusive quantification and limitation of Employee's damages owed to the University pursuant to this Section 9 and the University shall seek no other remedies or damages whatsoever against Employee related to Employee's termination of this Agreement without cause.
Bobby Hauck	San Diego State	3/1/17 - 2/28/19	\$ 125,800	NA		
Dan Ferrigno	San Jose State		\$ 100,968	NA		
Andy LaRussa	UNLV	NA	\$ 185,694	NA		
Mark Tommerdahl	Utah State	2/15/17 - 3/31/19	\$ 140,000	NA	Flat Rate	\$50,000 prior to termination of agreement
AJ Cooper	Wyoming	3/1/17 - 2/28/28	\$ 150,000	NA		

*Sliding Scale, Flat Rate, Tied to years in contract

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Mountain West Conference Football Salary Breakdown

School	Air Force	Boise State	Colorado State	Fresno State
Offensive Coordinator	Jake Campbell	Zak Hill	Will Friend	Kalen DeBoer
Offensive Coordinator Salary	NA	\$285,002	\$534,450	\$206,664
Defensive Coordinator	Matt Weikert	Andy Avalos	Marty English	Orlando Steinauer
Defensive Coordinator Salary	NA	\$315,016	\$229,050	\$359,600
Assistant Coach Name 3	Ben Miller	Ashley Ambrose	Bryan Applewhite	Bert Watts
Assisttant Coach Salary	NA	\$210,018	\$147,610	\$154,800
Assistant Coach Name 4	Tim Cross	Lee Marks	Joe Cox	Jamie Christian
Assistttant Coach Salary	NA	\$145,018	\$105,000	\$179,800
Assistant Coach Name 5	Ron Vanderlinden	Gabe Franklin	Terry Fair	Kirby Moore
Assistttant Coach Salary	NA	\$195,000	\$147,610	\$109,800
Assistant Coach Name 6	Bart Miller	Eric Kiseau	Alvis Whitted	J.D. Williams
Assistttant Coach Salary	NA	\$185,016	\$157,790	\$154,800
Assistant Coach Name 7	Steed Lobotzke	Kent Riddle	Jamie Byrant	Ryan Grubb
Assistttant Coach Salary	NA	\$275,018	\$151,350	\$128,604
Assistant Coach Name 8	Mike Thiessen	Brad Bedell	Rick Logo	Jamar Cain
Assistttant Coach Salary	NA	\$225,015	\$188,330	\$123,804
Assistant Coach Name 9	John Rudzinski	Steve Caldwell	Ronnie Letson	Scott Thompson
Assistttant Coach Salary	NA	\$250,016	\$203,600	\$109,800

*Updated 1/2/18- numbers are 16-17 school year

Hawaii	Nevada	New Mexico	San Diego State	San Jose State
Brian Smith	Matt Mumme	Bob DeBesse	Jeff Horton	Andrew Sowder
\$203,688	\$185,400	\$226,750	\$222,176	\$206,004
Lawrence Suilaunoa	Jeff Casteel	Kevin Cosgrove	Daniel Gonzales	Derrick Odum
\$203,688	\$231,750.00	\$201,250	\$192,416	\$404,136
Kefense Hynson	Eric Scott	Scott Baumgartner	Bobby Hauck	Will Harris
\$165,000	\$103,000.00	\$132,775	\$215,800	\$100,008
Sean Duggan	Jason Kaufasi	Apollo Wright	Zach Arnett	Kevin Cummings
\$165,000	\$103,000.00	\$166,250	\$140,256	\$100,008
Craig Stutzmann	David White	Saga Tuitele	Blaine Morgan	Joe Bernadrri
\$165,000	\$103,000	\$171,250	\$178,728	\$124,000
Chris Naeole	Timmy Chang	Stan Eggen	Ernie Lawson	Joe Seumalo
\$165,000	\$103,000.00	\$152,650	\$142,756	\$111,000
Mayur Chaudhari	Courtney Viney	Al Simmons	Mike Schmidt	Ryan Gunderson
\$165,000	\$103,000.00	\$161,250	\$179,928	\$123,804
Abe Elimimian	Tommy Perry	Clay Davie	Tony White	Bojay Filimoteua
\$165,000	\$103,000	\$91,250	\$192,216	\$100,008
Jacob Yoro	Matt Kirk	Jordan Peterson	Hunkie Cooper	Alonzo Carter
\$165,000	\$100,000.00	\$149,500	\$180,028	\$111,000

UNLV	Utah State	Wyoming
Barney Cotton	Davis Yost	Brent Vigen
\$222,833	\$103,600	\$300,000
Kent Baer	Frank Maile	Scottie Hazleton
\$223,000	\$234,780	\$230,004
Travis Burkett	Kendrick Shaver	Pete Kaligis
\$128,750	\$234,780	\$150,000
Dave Lockwood	Jovon Bouknight	Michael Bath
\$131,000	\$178,681	\$150,000
John Garrison	Steve Farmer	Jake Dickert
\$196,200	\$127,681	\$150,000
Cedric Cormier	Julius Brown	Mike Grant
\$126,123	\$127,681	\$150,000
Tony Samuel	Mark Tommerdahl	AJ Cooper
\$126,072	\$140,000	\$150,000
Andy LaRussa	Stacy Collins	Scott Fuchs
\$185,694	\$127,681	\$180,000
Ron O'Dell	Luke Wells	John Richardson
\$127,333	\$178,681	\$100,008

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this ____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”), and Bradley Bedell (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the “Position”) of its intercollegiate Football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 the 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 base salary in the amount of \$250,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the

opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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 the University. In order to avoid entering into an agreement with a competitor of _any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, 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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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, regulations and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 Head Coach, Director or the Head Coach's or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3.1 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, or dies.

5.3.2 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 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 Coach's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because 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, all salary and other benefits shall terminate, except that 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.

5.4 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.

5.5 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.

5.6 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team

information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, 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 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. 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: Boise State University
 Director of Athletics
 1910 University Drive
 Boise, Idaho 83725-1020

with a copy to: Boise State University
 Office of the President
 1910 University Drive
 Boise, Idaho 83725-1000

Coach: Bradley Bedell
 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. 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 Coach's 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 between 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 the University's Board of Trustees if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Bradley Bedell

Dr. Robert Kustra, President

Approved by the Board of Trustees on the ____ day of February, 2018.

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~~(Form Used When Board Approval Not Needed)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State _____ (University (“the University”), (College)), and Bradley Bedell (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Assistant Coach (the "Position")~~head coach~~ of its intercollegiate Football (Sport)~~team~~ ~~(the "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 Head Coach~~University (College)'s Director~~ of the Team (the "Head Coach")~~Athletics (Director)~~ or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director")~~University (College)'s President (President)~~.

1.3. Duties. Coach shall serve as the Assistant Coach formanage and supervise the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to~~ the best of Coach's ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with at the University (College) other than as head coach of the Position~~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) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) (—) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 ~~the University's~~ ~~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 ~~A~~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 ~~base~~annual salary in the amount of \$250,000\$_____ per year, payable in biweekly installments in accordance with normal University ~~-(College)-~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~President and~~ approved by the University's~~University (College)'s~~ Board of ~~-(Regents or Trustees)-~~;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- ~~c)~~ b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~-(College)-~~ provides generally to non-faculty exempt employees; ~~-, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. ~~Each year~~ Coach may earn~~shall be eligible to receive~~ supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus ~~in an amount up to~~ 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement ~~(amount or computation)~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole ~~and the timing of the payment(s) shall be at the discretion.~~ The decisions may be made based on a variety of ~~of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees)~~. The determination shall be based on the following factors, including: 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 not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.~~

3.2 ~~particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation ~~based on the factors listed above~~ and such justification shall be separately reported ~~abled~~ to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors(Company Name), Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside ~~interest/income~~ to the University ~~(College)~~ in accordance Section 4.2 of this Agreement with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees ~~(College)~~, the University (College)'s governing board, the conference of which the University is a member (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 Head Coach ~~Director~~ and to the University's ~~Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's ~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy ~~University (College)'s Handbook~~; (c) University (College)'s Administrative Procedures Manual; ~~(cd)~~ the policies of the Department; ~~(de)~~ NCAA ~~(or NAIA)~~ rules and regulations; and ~~(e)(f)~~ the rules and regulations of the Conference (Sport) ~~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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's University (College)'s President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits in accordance with to the University (College)'s President whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

~~4.44.4 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 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.~~

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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 and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the ~~Head Coach~~, Director or ~~the Head Coach's or the Director's~~ 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, ~~the~~ 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's~~ ~~University (College)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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.32.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University'sUniversity (College)'s disability insurance carrier, becomes unable to perform the essential functions of the Positionposition of head coach, or dies.

5.32.2 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 Coach'sthe 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 Coach'sthe Coach's estate or beneficiaries thereunder.

5.32.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University'sUniversity (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the Positionposition 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).

5.43 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University'sUniversity (College)'s student-athletes or otherwise obstruct the University'sUniversity (College)'s ability to transact business or operate its intercollegiate athletics program.

5.54 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.

5.65 Waiver of Rights. Because the Coach is receiving 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 provided for in the State Board of Education Rules (ID. ADMIN. CODE r. and Board or Regents of the University of Idaho Rule Manual (IDAPA 08.01.01 et seq.)) and Governing Policies and Procedures Manual, and the University Policies(College) Faculty Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University'sUniversity (College)'s Board of (Regents or Trustees), if required, the DirectorPresident, and the Head CoachDirector; 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's~~~~University (College)s~~ rules or policies regarding furloughs or financial exigency.

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program)~~, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University's~~~~University (College)s~~ direction or for the ~~University's~~~~University (College)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 Tterm 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 Head Coach~~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~~ district court in Ada County, Boise, 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 Non-Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further

agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University'sUniversity (College)'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: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

~~the~~ Coach: Bradley Bedell
 Last known address on file with
University'sUniversity (College)'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'sUniversity (College)'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 Coach'shis 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 ~~between~~^{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 ~~the University's~~^{University (College)'s} Board of ~~(Regents or~~ Trustees) if required under Section II.H. of Board Policy.

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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics

Bradley Bedell

Dr. Robert Kustra, President

Date _____ Date _____

*Approved by the Board of ~~(Regents or~~ Trustees) on the ____ day of February, 2018. _____.

~~[*Note: One (1) year employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

Coach Bradley Bedell Maximum Compensation Calculation - 2018-2019

		Yr 1
3.1.1a	Annual Base Salary	\$ 250,000.00
3.1.1b	One-Time Bonus	\$ 10,000.00
3.2.1	Additional Pay based on Performance	\$ 33,750.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 298,750.00

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this ____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”), and Gabriel Franklin (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the “Position”) of its intercollegiate Football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 the 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 base salary in the amount of \$210,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach’s capacity

as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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 the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, 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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher

education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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, regulations and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 Head Coach, Director or the Head Coach's or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3.1 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, or dies.

5.3.2 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 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 Coach's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because 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, all salary and other benefits shall terminate, except that 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.

5.4 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.

5.5 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.

5.6 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team

information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, 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 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. 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: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Gabriel Franklin
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. 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 Coach's 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 between 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 the University's Board of Trustees if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Gabriel Franklin

Dr. Robert Kustra, President

Approved by the Board of Trustees on the ____ day of February, 2018.

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~~(Form Used When Board Approval Not Needed)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State _____ (University (“the University”), (College)), and Gabriel Franklin (“_____ (Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Assistant Coach (the “Position”)~~head coach~~ of its intercollegiate Football (Sport)~~—~~ team ~~(the “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 Head Coach~~University (College)'s Director~~ of the Team (the "Head Coach")~~Athletics (Director)~~ or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director")~~University (College)'s President (President)~~.

1.3. Duties. Coach shall serve as the Assistant Coach for~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to~~ the best of Coach's ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with~~at the University (College) other than as head coach of the~~ Position~~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)~~_____~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) (—) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 ~~the University's~~ ~~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 ~~A~~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 ~~base~~annual salary in the amount of \$210,000\$_____ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~President and~~ approved by the University's~~University (College)'s~~ Board of ~~(Regents or Trustees)~~_____;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- ~~c)~~ b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees; ~~provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. ~~Each year~~ Coach may earn~~shall be eligible to receive~~ supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus ~~in an amount up to~~ 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement ~~(amount or computation)~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole ~~and the timing of the payment(s) shall be at the discretion.~~ The decisions may be made based on a variety of ~~of the President in consultation with the Director and approved by the University (College)’s Board of (Regents or Trustees)~~. The determination shall be based on the following factors, including: 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 not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.~~

~~3.2~~ particularly those who entered the ~~University (College)~~ as academically at-risk students; the conduct of Team members on the ~~University (College)~~ campus, at authorized ~~University (College)~~ activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation ~~based on the factors listed above~~ and such justification shall be separately reported ~~abled~~ to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors ~~(Company Name)~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside ~~interest income~~ to the University ~~(College)~~ in accordance Section 4.2 of this Agreement with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees ~~(College), the University (College)'s governing board,~~ the conference of which the University is a member (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 Head Coach~~Director~~ and to the University's~~Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy~~University (College)'s Handbook~~; (c) University (College)'s Administrative Procedures Manual; ~~(cd)~~ the policies of the Department; ~~(de)~~ NCAA ~~(or NAIA)~~ rules and regulations; and regulations; and ~~(e)(f)~~ the rules and regulations of the Conference (Sport) ~~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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's University (College)'s President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits in accordance with to the University (College)'s President whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

4.44.4 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 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.~~

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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 and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the ~~Head Coach~~, Director or ~~the Head Coach's or the Director's~~ 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, ~~the~~ 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's~~ ~~University (College)'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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.32.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University'sUniversity (College)'s disability insurance carrier, becomes unable to perform the essential functions of the Positionposition of head coach, or dies.

5.32.2 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 Coach'sthe 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 Coach'sthe Coach's estate or beneficiaries thereunder.

5.32.3 If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the University'sUniversity (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the Positionposition 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).

5.43 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University'sUniversity (College)'s student-athletes or otherwise obstruct the University'sUniversity (College)'s ability to transact business or operate its intercollegiate athletics program.

5.54 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.

5.65 Waiver of Rights. Because ~~the~~ Coach is receiving 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 provided for in the State Board of Education Rules (ID. ADMIN. CODE r. and Board or Regents of the University of Idaho Rule Manual (IDAPA 08.01.01 et seq.)) and Governing Policies and Procedures Manual, and ~~the~~ University Policies(College) Faculty Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University'sUniversity (College)'s Board of (Regents or Trustees), ~~if required~~, the DirectorPresident, and the Head CoachDirector; 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's~~~~University (College)s~~ rules or policies regarding furloughs or financial exigency.

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program)~~, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University's~~~~University (College)s~~ direction or for the ~~University's~~~~University (College)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 Tterm 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 Head Coach~~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~~ district court in Ada County, Boise, 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 Non-Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further

agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University'sUniversity (College)'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: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

~~the~~ Coach: Gabriel Franklin
 Last known address on file with
University'sUniversity (College)'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'sUniversity (College)'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 Coach'shis 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 ~~between~~^{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 ~~the University's~~^{University (College)'s} Board of ~~(Regents or~~ Trustees) if required under Section II.H. of Board Policy.

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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics

Gabriel Franklin

Dr. Robert Kustra, President

Date _____ Date

*Approved by the Board of ~~(Regents or~~ Trustees) on the ____ day of February, 2018. _____.

~~[*Note: One (1) year employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

Coach Gabriel Franklin Maximum Compensation Calculation - 2018-2019

		Yr 1
3.1.1a	Annual Base Salary	\$ 210,000.00
3.1.1b	One-Time Bonus	\$ 10,000.00
3.2.1	Additional Pay based on Performance	\$ 30,750.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 255,750.00

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this ____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”), and Chad Kauhaahaa (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the “Position”) of its intercollegiate Football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 the 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 base salary in the amount of \$225,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**

- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach’s capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually

agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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 the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (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 Head Coach and to the

University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, 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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein

prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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, regulations and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 Head Coach, Director or the Head Coach's or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3.1 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, or dies.

5.3.2 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 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 Coach's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because 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, all salary and other benefits shall terminate, except that 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.

5.4 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.

5.5 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.

5.6 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction

or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, 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 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. 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: Boise State University
 Director of Athletics

1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Chad Kauhaahaa
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. 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 Coach's 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 between 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 the University's Board of Trustees if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Chad Kauhaahaa

Dr. Robert Kustra, President

Approved by the Board of Trustees on the ____ day of February, 2018.

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~~(Form Used When Board Approval Not Needed)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State _____ (University (“the University”), (College)), and Chad Kauhaahaa (“_____ (Coach”)).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Assistant Coach (the "Position")~~head coach~~ of its intercollegiate Football (Sport)~~team~~ ~~(the "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 Head Coach~~University (College)'s Director~~ of the Team (the "Head Coach")~~Athletics (Director)~~ or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director")~~University (College)'s President (President)~~.

1.3. Duties. Coach shall serve as the Assistant Coach for~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to~~ the best of Coach's ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with~~at the University (College) other than as head coach of the~~ Position~~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)~~_____~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) (—) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 ~~the University's~~ ~~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 ~~A~~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 ~~base~~annual salary in the amount of \$225,000\$_____ per year, payable in biweekly installments in accordance with normal University ~~-(College)-~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~President and~~ approved by the University's~~University (College)'s~~ Board of ~~-(Regents or Trustees)-~~;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~-(College)-~~ provides generally to non-faculty exempt employees; ~~provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~
- c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. ~~Each year~~ Coach may earn~~shall be eligible to receive~~ supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.

- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; and
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; or
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus in an amount up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of \$2,000; or
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; or
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 or
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement —(amount or computation)— based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole and the timing of the payment(s) shall be at the discretion. The decisions may be made based on a variety of of the President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees). The determination shall be based on the following factors, including: 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 not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

~~3.2~~ ~~particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation ~~based on the factors listed above~~ and such justification shall be separately reported ~~abled~~ to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors ~~(Company Name)~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside ~~interest/income~~ to the University ~~(College)~~ in accordance ~~Section 4.2 of this Agreement with NCAA (or NAIA) rules.~~ Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees~~(College), the University (College)'s governing board~~, the conference of which the University is a member (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 Head Coach~~Director~~ and to the University's~~Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy~~University (College)'s Handbook~~; (c) ~~University (College)'s Administrative Procedures~~ Manual; (cd) the policies of the Department; (de) NCAA ~~(or NAIA)~~ rules ~~and regulations~~; and regulations; and (e(f) the rules and regulations of the Conference (Sport) ~~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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department~~(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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's~~the University (College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's~~University (College)~~'s President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with to the University (College)'s President whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

4.4.4 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 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.~~

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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 and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director or the Head Coach's or the Director's 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, the 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's~~University (College)'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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

~~5.3.2.1~~ 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~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.32.2 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 ~~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 ~~Coach's~~ estate or beneficiaries thereunder.

5.32.3 If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the ~~University's~~ ~~University (College)~~'s disability insurance carrier, or becomes unable to perform the essential functions of the ~~Position~~ ~~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)~~.

5.43 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University's~~ ~~University (College)~~'s student-athletes or otherwise obstruct the ~~University's~~ ~~University (College)~~'s ability to transact business or operate its intercollegiate athletics program.

5.54 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.

5.65 Waiver of Rights. Because ~~the~~ Coach is receiving 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 provided for in the State Board of Education ~~Rules (ID. ADMIN. CODE r. and Board or Regents of the University of Idaho Rule Manual (IDAPA 08.01.01 et seq.))~~ and Governing Policies and Procedures ~~Manual~~, and ~~the~~ University ~~Policies (College) Faculty Staff Handbook~~.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University's~~ ~~University (College)~~'s Board of ~~(Regents or Trustees)~~, ~~if required~~, the ~~Director~~ ~~President~~, and the ~~Head Coach~~ ~~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's~~ ~~University (College)~~'s rules or policies regarding furloughs or financial exigency.

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program)~~, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University's~~ University (College)'s direction or for the ~~University's~~ University (College)'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 ~~T~~term of this ~~A~~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 Head Coach~~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~~ district court in Ada County, Boise, 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 Non-Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University's~~ University (College)'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: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

~~the~~ Coach: Chad Kauhaahaa
 Last known address on file with
University's~~University (College)'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~~University (College)'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 Coach's~~this~~ 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 ~~between~~ 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 the University's~~University (College)'s~~ Board of ~~(Regents or Trustees)~~ if required under Section II.H. of Board Policy.

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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics

Chad Kauhaahaa

Dr. Robert Kustra, President

Date _____ Date

*Approved by the Board of ~~(Regents or Trustees)~~ on the ____ day of February, 2018. _____.

~~[*Note: One (1) year employment agreements which require Board approval are defined in Section H.H. of Board Policy]~~

Coach Chad Kauhaahaa Maximum Compensation Calculation - 2018-2019

		Yr 1
3.1.1a	Annual Base Salary	\$ 225,000.00
3.2.1	Additional Pay based on Performance	\$ 31,875.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 261,875.00

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this ____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”), and Eric Kiesau (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the “Position”) of its intercollegiate Football team (the “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 Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 the 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 base salary in the amount of \$210,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach’s capacity

as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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 the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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 Board of Trustees, the conference of which the University is a member (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 Head Coach and to the University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, 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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher

education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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, regulations and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 Head Coach, Director or the Head Coach's or the Director's 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, the 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 Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3.1 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, or dies.

5.3.2 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 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 Coach's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because 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, all salary and other benefits shall terminate, except that 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.

5.4 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.

5.5 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.

5.6 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

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 Director and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team

information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

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 state district court in Ada County, Boise, 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 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. 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: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Eric Kiesau
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. 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 Coach's 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 between 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 the University's Board of Trustees if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. 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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Eric Kiesau

Dr. Robert Kustra, President

Approved by the Board of Trustees on the ____ day of February, 2018.

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~~(Form Used When Board Approval Not Needed)~~

EMPLOYMENT AGREEMENT

This Employment Agreement ((the “Agreement”)) is entered into this _____ day of February, 2018
(“Effective Date”) by and between Boise State _____ (University (“the University”),(College),
and Eric Kiesau (“_____”(Coach”).).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Assistant Coach (the “Position”)~~head coach~~ of its intercollegiate Football (Sport)~~—~~ team ~~(the “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 Head Coach~~University (College)'s Director~~ of the Team (the "Head Coach")~~Athletics (Director)~~ or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director")~~University (College)'s President (President)~~.

1.3. Duties. Coach shall serve as the Assistant Coach for~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall ~~have the right, at any time, to~~ the best of Coach's ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with~~at the University (College) other than as head coach of the~~ Position~~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)~~_____~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) (—) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) 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 ~~the University's~~ ~~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 ~~A~~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 ~~base~~annual salary in the amount of \$210,000\$_____ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and ~~President and~~ approved by the University's~~University (College)'s~~ Board of ~~(Regents or Trustees)~~_____;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- ~~c)~~ b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees; ~~provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. ~~Each year~~ Coach may earn~~shall be eligible to receive~~ supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus ~~in an amount up to~~ 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement ~~(amount or computation)~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole ~~and the timing of the payment(s) shall be at the discretion.~~ The decisions may be made based on a variety of ~~of the President in consultation with the Director and approved by the University (College)’s Board of (Regents or Trustees)~~. The determination shall be based on the following factors, including: 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 not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.~~

~~3.2~~ particularly those who entered the ~~University (College)~~ as academically at-risk students; the conduct of Team members on the ~~University (College)~~ campus, at authorized ~~University (College)~~ activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation ~~based on the factors listed above~~ and such justification shall be separately reported ~~abled~~ to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors ~~(Company Name)~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside ~~interest income~~ to the University ~~(College)~~ in accordance Section 4.2 of this Agreement with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

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, the University's Board of Trustees ~~(College), the University (College)'s governing board,~~ the conference of which the University is a member (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 Head Coach~~Director~~ and to the University's~~Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy~~University (College)'s Handbook~~; (c) University (College)'s Administrative Procedures Manual; ~~(cd)~~ the policies of the Department; ~~(de)~~ NCAA ~~(or NAIA)~~ rules and regulations; and regulations; and ~~(e)(f)~~ the rules and regulations of the Conference (Sport) ~~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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (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 Head Coach and 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's University (College)'s President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits in accordance with to the University (College)'s President whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

4.44.4 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 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.~~

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and 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 and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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 thirty (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 Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, 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 ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the ~~Head Coach~~, Director or ~~the Head Coach's or the Director's~~ 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, ~~the~~ 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's~~ ~~University (College)'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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.32.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University'sUniversity (College)'s disability insurance carrier, becomes unable to perform the essential functions of the Positionposition of head coach, or dies.

5.32.2 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 Coach'sthe 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 Coach'sthe Coach's estate or beneficiaries thereunder.

5.32.3 If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the University'sUniversity (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the Positionposition 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).

5.43 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University'sUniversity (College)'s student-athletes or otherwise obstruct the University'sUniversity (College)'s ability to transact business or operate its intercollegiate athletics program.

5.54 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.

5.65 Waiver of Rights. Because ~~the~~ Coach is receiving 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 provided for in the State Board of Education Rules (ID. ADMIN. CODE r. and Board or Regents of the University of Idaho Rule Manual (IDAPA 08.01.01 et seq.)) and Governing Policies and Procedures Manual, and ~~the~~ University Policies(College) Faculty Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University'sUniversity (College)'s Board of (Regents or Trustees), ~~if required~~, the DirectorPresident, and the Head CoachDirector; 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's~~~~University (College)s~~ rules or policies regarding furloughs or financial exigency.

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program)~~, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University's~~~~University (College)s~~ direction or for the ~~University's~~~~University (College)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 Tterm 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 Head Coach~~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~~ district court in Ada County, Boise, 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 Non-Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further

agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University'sUniversity (College)'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: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

~~the~~ Coach: Eric Kiesau
 Last known address on file with
University'sUniversity (College)'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'sUniversity (College)'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 Coach'shis 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 ~~between~~^{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 ~~the University's~~^{University (College)'s} Board of ~~(Regents or~~ Trustees) if required under Section II.H. of Board Policy.

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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics

Eric Kiesau

Dr. Robert Kustra, President

Date _____ Date _____

*Approved by the Board of ~~(Regents or~~ Trustees) on the ____ day of February, 2018. _____.

~~[*Note: One (1) year employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

Coach Eric Kiesau Maximum Compensation Calculation - 2018-2019

			Yr 1
3.1.1a	Annual Base Salary	\$	210,000.00
3.1.1b	One-Time Bonus	\$	10,000.00
3.2.1	Additional Pay based on Performance	\$	30,750.00
3.2.2	Additional Pay based on Academic Achievement	\$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$	255,750.00

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IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

Institution: Boise State University

Name of employee and position: Single and Multi-Year Coach Contracts for Seven Football Assistant Coaches (Andrew Avaolos, Zachary Hill, Kent Riddle, Bradley Bedell, Gabriel Franklin, Chad Kauhaahaa, Eric Kiesau)

Date of submission to State Board Office: January 12, 2018 (revised January 22, 2018)

Proposed effective date of employment agreement:

- ☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- ☒ The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- ☒ A summary of all supplemental **compensation incentives** (*in cover sheet*)
- ☒ Quantification of the **maximum potential annual compensation** (i.e. base salary plus maximum incentive pay)
- ☒ **Employment agreement—clean version**
- ☒ **Employment agreement—redline version** comparing contract to Board-approved **model** contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- ☒ **Employment agreement—redline version** (for current coaches receiving new contracts) comparing proposed employment agreement to **current** agreement (*for applicable coaches*)
- ☒ In the case of NCAA institutions, a 4-year history of the institution's **Academic Progress Rate** (APR) raw scores and national average APR scores for the applicable sport.
- ☒ A schedule of **base salaries and incentive payments** of all other same sport coaches in the institution's conference
- ☒ Documentation/description of how the institution determined the proposed **liquidated damages** amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

Point of contact at Institution (phone number, email address): Texie Montoya, (208) 426-1231, texiemontoya@boisestate.edu

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

BOISE STATE UNIVERSITY

SUBJECT

Multi-Year Coach Contract for Men's Baseball Head Coach, Gary Van Tol

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education (Board) Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

The multi-year coach contract is a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University (BSU) recently reinstated its baseball program and hired Gary Van Tol to be head baseball coach after a successful nation-wide search.

Van Tol brings to Boise State 27 years of baseball coaching experience, 17 collegiate and 10 professional. He has spent the last 10 seasons with the Chicago Cubs organization, working as a minor league coach both for the Boise Hawks and, most recently, the Eugene Emeralds. He has also served as the owner and president of the Idaho Cubs, a developmental baseball program for youth baseball players in Idaho.

Van Tol's extensive and successful Division I collegiate level coaching experience includes:

- Assistant Coach for Gonzaga University (1991-1993 and 2005-2008)
- Assistant coach for University of Portland (2002-2005)
- Associate Head Coach for Treasure Valley Community College (1995-1996)
- Head coach for Treasure Valley Community College (1996-2001)

During his time as head coach, the Treasure Valley Community College Chukars made four NJCAA Regional appearances and 90 percent of his players moved on to four-year colleges or the professional ranks.

Based on information currently available, all but one of the Mountain West Conference Head Baseball Coaches are on multi-year contracts. The range in length of contracts is from three to five years.

BSU and Van Tol entered a 3-year term employment agreement beginning December 11, 2017, as permitted under Board policy, without Board approval. The proposed 4-year, 5-month contract will allow Van Tol to complete all program start-up duties over the next year and a half, including but not limited to scheduling, recruiting, stadium completion and equipment acquisition, hiring assistant coaches

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

in summer 2018, and coaching student-athletes during the 2019-2020 school year. The inaugural baseball season will begin in spring 2020.

The proposed contract meets BSU contract standards and conforms to the template provided by the Board-approved model employment agreement.

IMPACT

No state funds are used and the amounts below are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

Term: Fixed term contract of four (4) years five (5) months

Base Compensation:

Year 1: \$80,000
Year 2: \$80,000
Year 3: \$80,000
Year 4: \$80,000
Year 5: \$80,000

Pay for Performance - Academic:

- | | |
|----------------------------|------------|
| ○ APR between 50% - 59% | \$1,400 or |
| ○ APR between 60% - 69% | \$1,600 or |
| ○ APR between 70% - 79% | \$2,000 or |
| ○ APR between 80% or above | \$3,000 |

Pay for Performance - Athletic:

- | | |
|--|------------|
| ○ Cumulative season wins: | |
| ▪ 25 wins | \$2,000 or |
| ▪ 26 – 30 wins | \$3,000 or |
| ▪ 31 – 35 wins | \$4,000 or |
| ▪ 36+ wins | \$5,000 |
| ○ Regular Season Conference Champions | \$3,000 |
| ○ Participate in NCAA Regionals | \$2,500 or |
| Participate in NCAA Super Regionals | \$3,500 |
| ○ Participate in the Men's College World Series | \$5,000 or |
| Participate in the Men's College Championship Series | \$7,500 |
| ○ Conference Player of the Year | \$1,000 |
| ○ Conference Freshman of the Year | \$1,000 |
| ○ Conference Pitcher of the Year | \$1,000 |
| ○ Conference Coach of the Year | \$2,000 |
| ○ NCAA Regional Coach of the Year | \$2,000 |
| ○ NCAA National Coach of the Year | \$5,000 |

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018**

○ Top 25 National Ranking at End of Season	\$2,000 or
Top 10 National Ranking at End of Season	\$4,000 or
Top 5 National Ranking at End of Season	\$5,000

Buy-Out Provision: If Van Tol terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Years 1 – 4 (February 25, 2018 – July 31, 2020):	\$20,000
Year 5 (August 1, 2020 – July 31, 2021):	\$10,000

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 5
Attachment 2 – Redline from Model	Page 23
Attachment 3 – APR Summary	Page 43
Attachment 4 – Liquidated Damages	Page 44
Attachment 5 – Salary and Incentive Chart	Page 45
Attachment 6 – Max Compensation Calculation	Page 49
Attachment 7 – Checklist	Page 51

STAFF COMMENTS AND RECOMMENDATIONS

The proposed coach employment agreement requires Board approval under Board Policy II.H. because the term of the contract is longer than three years. Maximum potential annual compensation for the contract (base compensation plus bonuses) is \$180,000 for the first two years of the contract, and \$114,000 for the third and following years of the contract.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a 4-year 5-month employment agreement with Gary Van Tol, as head coach for the Boise State baseball team, as proposed.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of February, 2018 (“Effective Date”) by and between Boise State University (“the University”) and Gary Van Tol (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach (the “Position”) of its intercollegiate baseball team (the “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 (the “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 (the “President”).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years five (5) months, commencing on February 25, 2018 and terminating, without further notice to Coach, on July 31, 2022 (the “Term”), 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 the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount of \$80,000 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 calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

Starting in the 2019-2020 inaugural season:

- a) Cumulative season wins
 - i. 25 wins \$2,000
 - or**
 - ii. 26 – 30 wins \$3,000
 - or**
 - iii. 31 – 35 wins \$4,000
 - or**
 - iv. 36+ wins \$5,000
- b) Regular Season Conference Champions \$3,000

ATTACHMENT 1

c)	Participate in NCAA Regionals	\$2,500
	or	
	Participate in NCAA Super Regionals	\$3,500
d)	Participate in the Men's College World Series	\$5,000
	or	
	Participate in the Men's College Championship Series	\$7,500
e)	Conference Player of the Year	\$1,000
f)	Conference Freshman of the Year	\$1,000
g)	Conference Pitcher of the Year	\$1,000
h)	Conference Coach of the Year	\$2,000
i)	NCAA Regional Coach of the Year	\$2,000
j)	NCAA National Coach of the Year	\$5,000
k)	Top 25 National Ranking at End of Season	\$2,000
	or	
	Top 10 National Ranking at End of Season	\$4,000
	or	
	Top 5 National Ranking at End of Season	\$5,000

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following July if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Coach will qualify for Academic Incentive Pay if the single year team Academic Progress Rate ("APR") for the Team meets the following levels in the National Ranking within Baseball:

a)	50% - 59.9% =	\$1,400
b)	60% - 69.9% =	\$1,600
c)	70% - 79.9% =	\$2,000
d)	80% or above =	\$3,000

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the 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 Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5. Coach agrees that the University has the priority right to operate athletic camps ("Camps") on its campus using University facilities.

- a) If the University exercises its right to operate baseball camps on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees

that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

- b) If the University allows Coach to operate youth baseball camp(s) at the University, such operation shall be under the following conditions:
 - i. The youth camp operation reflects positively on the University and the Department;
 - ii. The youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University personnel, equipment, or facilities without the prior written approval of the Director or designee;
 - iii. Assistant coaches at the University are given priority when Coach or the private enterprise selects coaches to participate;
 - iv. Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of youth camps;
 - v. Coach or the private enterprise enters into contracts with the University and the University's exclusive food service provider for all campus goods and services required by the camp.
 - vi. Coach or private enterprise shall pay the outside facility usage rate of the University's facilities.
 - vii. Coach shall complete the Department's private camp packet at least thirty days prior to camp taking place. Camp Director will notify Coach when the private camp is approved to move forward. Within ninety days of the last day of the youth camp(s), Coach shall submit to Camp Director a final accounting and "Camp Summary Sheet."
 - viii. Coach or the private enterprise shall provide proof of liability insurance as follows:

- 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; and, if applicable:
 - Automobile Liability Insurance including non-owned and hired vehicles with limits not less than \$1 million per occurrence (CSL) for Property Damage and Bodily Injury; and
 - Workers' Compensation as required by State statute including occupational disease; and
 - Employers' Liability with limits not less than \$100,000 each accident for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease; and
 - Professional Liability Insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by User's negligence in the performance of its duties under this agreement.
- ix. Coach or the private enterprise shall defend and indemnify the University against any claims, damages, or liabilities arising out of the operation of the youth camp(s)
- x. All employees of the youth camp(s) shall be employees of Coach or the private enterprise and not the University while engaged in camp activities. The Coach and all other University 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.

3.2.6. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (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 University's Director of NCAA 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 promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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 unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, 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 shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to 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 (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to the 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 Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or

related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

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's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

4.7 Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA function during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The Boise State Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Department staff meetings called by the Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

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, regulations, and policies.

5.1.1. In addition to the definitions contained in applicable rules and policies, the 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 thirty (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 Board of Trustees, 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 National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, 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 Board of Trustees, 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 Board of Trustees, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's 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, the 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 Coach was employed.

5.2. Termination of Coach for Convenience of University.

5.2.1. At any time after commencement of this Agreement, the 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 the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3. Termination by Coach for Convenience.

5.3.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.3.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten

(10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3. If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before July 31, 2020, the sum of \$20,000; (b) if the Agreement is terminated between August 1, 2020 and July 31, 2021 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, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, 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 the University shall constitute adequate and reasonable compensation to the 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, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

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, 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 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 Coach's estate or beneficiaries hereunder.

5.4.3. If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5. Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6. No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property,

materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4. Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7. Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach 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:	Boise State University
	Director of Athletics
	1910 University Drive

Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Gary Van Tol
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. 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 Coach's 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 between 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 the University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach 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.

ATTACHMENT 1

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Gary Van Tol

Dr. Robert Kustra, President

Approved by the Board on the _____ day of February, 2018.

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~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~**EMPLOYMENT AGREEMENT**

This Employment Agreement (~~the “Agreement”~~) is entered into this day of February, 2018 (~~“Effective Date”~~) by and between Boise State (~~University (“the University”)(College)~~), and Gary Van Tol (~~“ ”(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 (~~the “Position”~~) of its intercollegiate baseball ~~(Sport)~~ team (~~the “Team”~~). ~~(or Director of Athletics)~~. Coach ~~(Director)~~ 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 University (College)’s Director of Athletics (the “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 (the “President”). University (College)’s Chief executive officer (Chief executive officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s University (College)’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position ~~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) shall cease.~~

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4 ~~—~~) years five (5) months, commencing on February 25, 2018 ~~—~~ and terminating, without further notice to Coach, on July 31, 2022 (the “Term”), ~~—~~ 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 the University's Board of Trustees ~~Education~~. 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) A ~~An annual~~ salary in the amount of \$80,000\$ _____ 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~~ Chief executive officer and approved by the University's ~~University (College)'s~~ Board of ~~(Regents or~~ Trustees) _____;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ~~d~~e) The opportunity to receive such employee benefits as the University's ~~University (College)'s~~ Department of Athletics (the "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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

Starting in the 2019-2020 inaugural season:

a)	Cumulative season wins	
i.	25 wins	\$2,000
	<u>or</u>	
ii.	26 – 30 wins	\$3,000
	<u>or</u>	
iii.	31 – 35 wins	\$4,000
	<u>or</u>	
iv.	36+ wins	\$5,000
b)	Regular Season Conference Champions	\$3,000
c)	Participate in NCAA Regionals	\$2,500
	<u>or</u>	
	Participate in NCAA Super Regionals	\$3,500
d)	Participate in the Men's College World Series	\$5,000
	<u>or</u>	
	Participate in the Men's College Championship Series	\$7,500
e)	Conference Player of the Year	\$1,000
f)	Conference Freshman of the Year	\$1,000
g)	Conference Pitcher of the Year	\$1,000
h)	Conference Coach of the Year	\$2,000
i)	NCAA Regional Coach of the Year	\$2,000
j)	NCAA National Coach of the Year	\$5,000

~~3.2.1. Top 25 National Ranking at End 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 head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the~~

~~championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~k) 3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Season \$2,000 or Top 10 National Ranking at End Team members. The determination of Season \$4,000 or Top 5 National Ranking at End of Season \$5,000~~

~~If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University whether Coach will pay Coach on the first regular pay date in receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following July if Coach is still employed by the University on that date.~~

~~factors: the~~

~~3.2.2. Academic Achievement Incentive Pay.~~

~~Coach will qualify for Academic Incentive Pay if the single year team Academic Progress Rate ("APR") for the Team meets the following levels in the National Ranking within Baseball:~~

a)	50% - 59.9%	=	\$1,400
b)	60% - 69.9%	=	\$1,600
c)	70% - 79.9%	=	\$2,000
d)	80% or above	=	\$3,000

~~If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date.~~

~~3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.~~

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

~~set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation ~~based on the factors listed above~~ and such justification shall be separately reportabled to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

~~3.2.3.2.4.~~ Coach may receive the compensation hereunder
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 Chief executive officer 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 Chief executive officer in consultation with the Director.

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University's University (College)'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 (collectively, "Programs"). 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).~~
 Agreements requiring ~~the~~ Coach to participate in Programs related to Coach'shis duties as an employee of ~~the~~ 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 Coach'shis services to and appearperform on the Programs and to cooperate in their production, broadcasting, and telecasting. NeitherIt is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any ~~competing~~ radio or television program (including

but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's University (College)'s designated media outlets.

3.2.5. ~~6~~ ~~—(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University ~~(College)~~ has the ~~priority~~exclusive right to operate ~~athletic youth (Sport)~~ camps ("Camps") on its campus using University ~~(College)~~ facilities.

- a) ~~If the~~The University exercises its right to operate baseball camps on campus, the University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps University (College)'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps University (College)'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps University (College)'s summer football camps, the University ~~(College)~~ shall pay Coach ~~(amount)~~ per year as supplemental compensation ~~during each year of his employment as head (Sport) coach at the University (College)~~. This amount shall be paid ~~(terms of payment)~~.
- b) ~~If the University allows~~(SUMMER CAMP OPERATED BY COACH) Coach ~~to may~~ operate ~~a summer youth baseball (Sport) camp(s)~~ at the University, such operation shall be (College) under the following conditions:
 - i. ~~a)~~—The ~~summer~~ youth camp operation reflects positively on the University ~~(College)~~ and the Department;
 - ii. ~~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 or designee;

- iii. ~~e) —~~ Assistant coaches at the University ~~(College)~~ are given priority when ~~the~~ Coach or the private enterprise selects coaches to participate;
- iv. ~~d) —~~ The Coach complies with all NCAA₂ ~~(NAIA)~~, Conference, and University ~~(College)~~ rules and regulations related, directly or indirectly, to the operation of ~~summer~~ youth camps;
- v. ~~e) —~~ The Coach or the private enterprise enters into ~~contracts~~ ~~a contract~~ with ~~the~~ University ~~(College)~~ and ~~the University's exclusive food service provider~~ ~~(campus concessionaire)~~ for all campus goods and services required by the camp.
- vi. ~~f) —~~ The Coach or private enterprise ~~shall pay the outside facility usage rate~~ ~~pays for use of the University's~~ ~~University (College)~~ facilities ~~including the~~ _____.
- vii. ~~Coach shall complete the Department's private camp packet at least g) —~~ Within thirty days prior to camp taking place. ~~Camp of the last day of the summer youth camp(s), Coach shall submit to the Director will notify Coach when the private camp is approved~~ ~~a preliminary "Camp Summary Sheet" containing financial and other information related to move forward the operation of the camp.~~ Within ninety days of the last day of the ~~summer~~ youth camp(s), Coach shall submit to ~~Camp~~ Director a final accounting and ~~"Camp Summary Sheet."~~ ~~A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- viii. ~~h) —~~ The Coach or the private enterprise shall provide proof of liability insurance as follows:
 - ~~Commercial General Liability Insurance with limits not less than \$ (1) liability coverage: spectator and staff \$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) catastrophic coverage:~~

~~camper and staff~~ \$1 million when applicable and will be endorsed to apply separately to each job site or location; and, if applicable:

- Automobile Liability Insurance including non-owned and hired vehicles with limits not less than \$1 million per occurrence (CSL) for Property Damage and Bodily Injury; and
- Workers' Compensation as required by State statute including occupational disease; and
- Employers' Liability with limits not less than ~~maximum coverage with~~ \$100,000 each accident for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease; and deductible;
- Professional Liability Insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by User's negligence in the performance of its duties under this agreement.

- ix. ~~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)
- x. ~~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. ~~6.7~~ 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) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), 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) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors (Company Name), Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside ~~interest income~~ to the University ~~(College)~~ in accordance with Section 4.3 of this Agreement NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, 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 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(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, ~~the University's Board of Trustees (College), the University (College)'s governing board,~~ the conference ~~of which the University is a member (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 ~~University's Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University's University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. 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 the following, as they may be amended from time-to-time: (a) ~~State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual of the University's Board of Trustees;~~ (b) ~~the University's Policy~~ University (College)'s Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules ~~and regulations;~~ and regulations; and (f) the rules and regulations of the ~~Conference (Sport) 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 ~~unreasonably otherwise~~ detract from those duties in any manner, or that, in the reasonable opinion of the University, ~~the Department, (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~~Chief executive officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's~~the University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).~~Chief executive officer.~~

4.3 Outside Income. NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief executive officer~~ for all athletically~~related and other business~~-related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with to the University (College)'s Chief executive officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form 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 the 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, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.~~(College), the University (College)'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~~Chief executive officer and the University's~~University (College)'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's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

4.7 Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA function during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The Boise State Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Department staff meetings called by the Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

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, and policies.

5.1.1. In addition to the definitions contained in applicable rules and ~~policies, the 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 thirty (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's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA, ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA")~~NAIA~~ member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's~~University (College)'s~~ consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'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's Board of Trustees~~University (College)'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's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA, ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the University's Board of Trustees~~University (College)'s governing board~~, the Conference, or the NCAA, ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary

supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or ~~Director's~~ 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, ~~the~~ 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's~~ ~~University (College)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, ~~the~~ 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 ~~the~~ University ~~(College)~~ terminates this Agreement for its own convenience, ~~the~~ University ~~(College)~~ shall be obligated to pay ~~to~~ Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~the~~ University ~~(College)~~ until the ~~T~~ term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation 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 deductions according to law. ~~In~~ addition, Coach will be entitled to continue ~~the~~ ~~his~~ health insurance plan and group life insurance as if ~~Coach~~ ~~he~~ remained a University ~~(College)~~ employee until the

term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid ~~to him~~ by the University after the date Coachhe obtains other employment, to which Coachhe is not entitled under this provision.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach'shis employment with the University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the 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 the University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3.- Termination by Coach for Convenience.

5.3.1. ~~_____The~~ Coach recognizes that Coach'shis promise to work for the 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 Coach'shis employment by entering into this Agreement and that its investment would be lost were Coachhe to resign or otherwise terminate Coach'shis employment with the University ~~(College)~~ before the end of the contract Tterm.

5.3.2. ~~_____The~~ Coach, ~~for his own convenience~~, may terminate this Agreement for convenience during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program. ~~(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, ~~Coach he~~ shall pay to the University, ~~(College)~~, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before July 31, 2020, the sum of \$20,000; (b) if the Agreement is terminated between August 1, 2020 and July 31, 2021 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, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(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 ~~the~~ University ~~(College)~~ shall constitute adequate and reasonable compensation to ~~the~~ 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 provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~Coach he~~ shall forfeit to the extent permitted by law ~~Coach's his~~ right to receive all supplemental compensation and other payments and all accumulated annual leave.

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 University (College)s~~ disability insurance carrier, becomes unable to perform the essential functions of the ~~Position 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 ~~Coach's 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 ~~Coach's 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 University (College)s~~ disability insurance carrier, or becomes unable to perform the essential functions of the position of

head coach, all salary and other benefits shall terminate, except that ~~the~~ Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which ~~Coach~~ is entitled by virtue of employment with the University. ~~(College).~~

5.5. Interference by Coach. In the event of ~~termination~~, suspension, ~~or~~ reassignment ~~or termination~~, Coach agrees that Coach will not interfere with the ~~University's~~ ~~University (College)s~~ student-athletes or otherwise obstruct the ~~University's~~ ~~University (College)s~~ ability to transact business or operate its intercollegiate athletics program.

5.6. No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7. Waiver of Rights. Because ~~the~~ Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, ~~and IDAPA 08.01.01 et seq., and the~~ University Policies ~~(College) Faculty Staff Handbook.~~

ARTICLE 6

6.1. Board Approval. ~~(if required: multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy).~~ This Agreement shall not be effective until and unless approved of the ~~University's~~ ~~University (College)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 ~~A~~agreement shall be subject to: the approval of the ~~University's~~ ~~University (College)s~~ Board of ~~(Regents or Trustees)~~, the ~~President~~ Chief executive officer, 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's~~ ~~University (College)s~~ rules or policies regarding furloughs or financial exigency.

6.2. University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program),~~ material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the

University ~~(College)~~ or at the ~~University's~~~~University (College)'s~~ direction or for the ~~University's~~~~University (College)'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 ~~T~~term of this ~~A~~greement 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~~ district court in Ada County, Boise, 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 therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Non—Confidentiality. ~~The~~ Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by ~~the~~ Coach. ~~The~~ Coach further agrees that all documents and reports ~~Coach~~he is required to produce under this Agreement may be released and made available to the public at the ~~University's~~~~University (College)'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: Boise State University
(College): Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University Chief executive officer
Office of

the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Gary Van Tol
 Last known address on file with
University's University (College)'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 University (College)'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 Coach's ~~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 ~~between~~ of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this

ATTACHMENT 2

Agreement shall be effective unless in writing, signed by both parties, and approved by ~~the University's~~University (College)'s Board of ~~(Regents or Trustees.)~~ if required under Section II.H. of Board Policy.

6.16. Opportunity to Consult with Attorney. ~~The~~ Coach acknowledges that ~~Coach~~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.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY (COLLEGE)

COACH

Curt Apsey, Director of Athletics

Gary Van Tol

Dr. Robert Kustra, President

Chief executive officer

Date

Date

*Approved by the Board ~~of (Regents or Trustees)~~ on the _____ day of February, 2018_____, 2010.

~~[*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

BOISE STATE UNIVERSITY

Baseball National Percentile Rank

2016 NCAA ACADEMIC PROGRESS RATE (APR) SCORES

National Percentile	50th	60th	70th	80th
All Division I Baseball APR	979	982	990	1000

*1st year of Boise State Baseball APR to be published in May 2021

Coach	School	Length of Contract	2017 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Kazlauskys	Air Force	NA	NA	NA	NA	NA
Gary Van Tol	Boise State	2/25/18 - 7/31/22	\$ 80,000	Yes	Sliding Scale	See Contract
No Program	Colorado State					
Mike Batesole	Fresno State	7/1/14 - 6/30/19	\$ 162,156	No		None
T.J. Bruce	Nevada	7/1/17 - 6/30/18	\$ 126,072	NA	NA	NA
Ray Birmingham	New Mexico	7/1/13 - 6/30/18	\$ 208,672	Yes	Flat Rate	\$100,000 if agreement is terminated before expiration of contract.
Mark Martinez	San Diego State	7/1/15 - 6/30/20	\$ 134,664	Yes	Sliding Scale	Early Termination by Coach. In the event that you voluntarily terminate your employment with the University, this contract will be terminated, and you shall have the following buyout obligations payable to the University upon separation: 1. Before completion of year one: \$115,000 2. Before completion of year two: \$80,000 3. Before completion of year three: \$65,000 4. Before completion of year four: \$35,000 5. Before completion of year five: \$15,000
Jason Hawkins	San Jose State	6/11/17 - 6/30/20	\$ 149,652	No		None
Stan Stolte	UNLV	NA	\$ 105,000	NA	NA	NA
No Program	Utah State					
No Program	Wyoming					

Coach	School	Base Salary	Incentives
Mike Kazlauskys	Air Force	NA	NA
Gary Van Tol	Boise State	\$ 80,000	See Contract
No Program	Colorado State		
Mike Batesole	Fresno State	\$ 162,156	<p>1) Achievement of Annual NCAA APR</p> <ul style="list-style-type: none"> a. Above 930 provides \$10,000 b. Above 950 provides \$15,000 c. Above 975 provides \$20,000 d. Above 990 provides \$25,000 <p><i>Only one may be awarded.</i></p> <p>2) Overall Team GPA (Fall/Spring Semesters)</p> <ul style="list-style-type: none"> a. 2.6 to 2.799 provides \$10,000 b. 2.8 to 2.999 provides \$15,000 c. 3.0 to 3.1999 provides \$20,000 d. 3.2 to 3.3999 provides \$25,000 e. 3.4 to 3.5999 provides \$30,000 f. 3.6 to 3.7999 provides \$35,000 g. 3.8 and above provides \$40,000 <p><i>Only one may be awarded.</i></p> <p>3) Achievement of Regular-Season Winning Percentage (rounded up to next highest whole percentage point.</p> <p><i>The opponents in the winning percentages below shall include all conference games and non-conference games with NCAA Division 1 opponents that had completed one or both of the previous two seasons with an RPI ranking at or above 190.</i></p> <ul style="list-style-type: none"> a. Winning 60% provides \$10,000 b. Winning 65% provides \$12,500 c. Winning 70% provides \$15,000

- c. winning 70% provides \$15,000
 - d. Winning 80% provides \$20,000
 - e. Winning 90% or above provides \$30,000
- Only one may be awarded.*

4) Mountain West Conference Achievement

- a. Regular-season champion or co-champion provides \$20,000
- b. Tournament championship (see below per NCAA participation)

5) Participation and Advancement in NCAA Tournament

- a. Regional provides \$15,000
 - b. Super Regional provides \$30,000
 - c. College World Series provides \$50,000
 - d. National Championship provides \$100,000
- Only one may be awarded.*

6) Final National Rankings by one or both of the *Baseball America* poll or *Collegiate Baseball* poll

- a. Top 25 provides \$10,000
 - b. Top 10 provides \$20,000
- Only one may be awarded.*

7) Coach of the Year Honors

- a. Mountain West Conference Coach of the Year provides \$10,000
 - b. National Coach of the Year – as selected by the National Collegiate Baseball Writers Association (NCBAWA) and/or *Collegiate Baseball* provides \$20,000
- Only one may be awarded.*

8) Use of Automobile - The Fresno State Athletic Corporation will provide Employee with the exclusive use of an automobile, including insurance, repairs and gas. The Employee is responsible for payment of gas for the Employee's personal use of the vehicle. Any personal use of the vehicle by the Employee is considered as imputed income for tax purposes.

personal use of the vehicle. Any personal use of the vehicle by the Employee is considered as imputed income for tax purposes.

9) Country Club Membership - The Employee will have the option to assume country club privileges as provided through the California State University, Fresno corporate membership program.

10) Complimentary Tickets to Athletics Events - The Fresno State Athletic Corporation will provide access to the Employee with twelve (12) complimentary season tickets for all Baseball contests and six (6) complimentary season tickets to football, men's basketball, women's basketball, volleyball and softball. The value of any tickets utilized by the Employee is considered as imputed income for tax purposes. These tickets are intended for Employee's personal use and seat locations will be determined by the Athletics Ticket Office based upon availability.

T.J. Bruce	Nevada	\$ 126,072	NA
Ray Birmingham	New Mexico	\$ 155,572	Courtesy car, Media monies of \$53,100 annually added to base salary. No other incentives listed.

Mark Martinez	San Diego State	\$ 119,664	<ul style="list-style-type: none"> • Incentive Compensation. Incentive compensation is not guaranteed and shall only be paid to you as determined by the Director of Intercollegiate Athletics based upon the criteria set forth below. <ul style="list-style-type: none"> ○ MW Regular Season or Tournament Championship \$9,584 ○ NCAA Tournament-highest of below <ul style="list-style-type: none"> ▪ Appearance \$9,584 ▪ College World Series participant \$14,376 ▪ College World Series Championship Series participant \$19,168 ▪ College World Series Champion \$25,000 ○ National Coach of the Year \$5,000 ○ Team cumulative GPA above 2.80 \$2,000 ○ APR (Four-year average) above 950 \$2,000 • Use Of Automobile. You will be provided a courtesy car or stipend in the same manner as other coaches/staff.
Jason Hawkins	San Jose State	\$ 155,652	<p>Monthly \$500 vehicle stipend,</p> <p>Incentive compensation criteria:</p> <ul style="list-style-type: none"> a) 35 wins in regular season (not counting conference tournament) – One month's base salary b) Qualify for NCAA Tournament – One month's base salary c) Qualify for College World Series - \$50,000 d) Conference coach-of-the-year - \$5,000 e) If the team's most recent single year APR score is 960 or higher - \$2,000
Stan Stolte	UNLV	\$ 105,000	NA

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Coach Gary Van Tol Maximum Compensation Calculation - 2018-2022

		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1a	Annual Base Salary	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
3.2.1	Additional Pay based on Performance	\$ -	\$ -	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00
3.2.2	Additional Pay based on Academic Achievement	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 80,000.00	\$ 80,000.00	\$ 114,000.00	\$ 114,000.00	\$ 114,000.00

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IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

Institution: Boise State University

Name of employee and position: Gary Van Tol - Men's Baseball Head Coach

Date of submission to State Board Office: January 12, 2017

Proposed effective date of employment agreement:

- ☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- ☒ The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- ☒ A summary of all supplemental **compensation incentives** (*in cover sheet*)
- ☒ Quantification of the **maximum potential annual compensation** (i.e. base salary plus maximum incentive pay)
- ☒ **Employment agreement—clean version**
- ☒ **Employment agreement—redline version** comparing contract to Board-approved **model** contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- ☐ **Employment agreement—redline version** (for current coaches receiving new contracts) comparing proposed employment agreement to **current** agreement
- ☒ In the case of NCAA institutions, a 4-year history of the institution's **Academic Progress Rate** (APR) raw scores and national average APR scores for the applicable sport.
- ☒ A schedule of **base salaries and incentive payments** of all other same sport coaches in the institution's conference
- ☒ Documentation/description of how the institution determined the proposed **liquidated damages** amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

Point of contact at Institution (phone number, email address): Texie Montoya, (208) 426-1231, texiemontoya@boisestate.edu

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 16, 2018**

TAB	DESCRIPTION	ACTION
1	AMENDMENT TO BOARD POLICY Section V.B. – Budget Policies – Second Reading	Motion to approve
2	AMENDMENT TO BOARD POLICY Section V.E. – Gifts and Affiliated Foundations – Second Reading	Motion to approve
3	UNIVERSITY of IDAHO WWAMI Medical Education Building Renovations Project	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

SUBJECT

Policy V.B.—Second Reading

REFERENCE

October 2012	Idaho State Board of Education (Board) approved revisions to Occupancy Cost policy in Policy V.B.
December 2015	Board approved second reading of amendment to Policy V.B., revising Occupancy Cost request notification procedures
December 2017	Board approved first reading of amendment to Policy V.B.

APPLICABLE STATUTES, RULE OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 4 (“Effective and Efficient Educational System”) Objective C (“Productivity and Efficiency: Apply the principles of program prioritization for resource allocation and reallocation”).

BACKGROUND / DISCUSSION

This proposed amendment to Board Policy V.B. revises and clarifies the process for notification and verification of Occupancy Cost requests. The amendment also incorporates a new paragraph to place the Board’s earlier-approved guidelines on minimum institutional financial reserve targets within Board policy.

The proposed revisions to Paragraph 10 of the policy clarify that the Occupancy Cost formula for the custodial costs of newly eligible space is a linear formula based on one custodian per each 26,000 square feet. A hypothetical example is provided, illustrating the computation for an incremental increase of 13,000 square feet. This wording aligns the text of the policy with current practice and does not increase or decrease the computed costs for custodial support. Custodial cost computations may change from one year to another if the State’s pay grade for classified staff custodians are adjusted. The policy recognizes that eligible new space, regardless of size, requires custodial support, and this requires allocation of custodians’ time, regardless of whether new custodians are hired or if the incremental workload is distributed among an institution’s pool of custodial employees.

An additional revision is proposed to Paragraph 10 to provide guidance to institutions to facilitate timely and accurate “verification” reports on Occupancy Costs, once an institution occupies a facility. This change complements the recent initiative to standardize Occupancy Cost request “notification” reports to the Division of Financial Management (DFM) and the Legislative Services Office (LSO). The streamlined process should significantly improve verification reporting. A link is provided to a standardized data sheet (Attachment 2), developed by Board

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

Staff in coordination with the institutions, for consistent reporting of both initial notification and final verification for Occupancy Cost requests.

A new Paragraph 12 on “Target Reserves” is proposed which captures the Board’s previous guidance (that affected institutions maintain at least 5% financial reserve levels, as computed by dividing available unrestricted funds by annual operating expenses) which is relocated from its previous location in an earlier version of the Board’s Strategic Plan.

IMPACT

Approval of the proposed amendments will clarify and streamline Occupancy Cost request procedures and will improve the associated notification and verification reports submitted to DFM and LSO. There should be no fiscal impact to current budgets as a result of the proposed changes, beyond improving the accuracy of estimates and final computations of Occupancy Costs. The amendments also incorporate the Board’s guidance on minimum financial reserve levels into Board policy, thereby documenting the earlier-established minimum reserve level for use by institutions as they develop and implement their strategic plans.

ATTACHMENTS

Attachment 1 – Amendment to Board policy V.B. – second reading	Page 3
Attachment 2 – Occupancy Cost notification/verification data sheet	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

The proposed revisions to Board Policy V.B. were reviewed by the Business Affairs and Human Resources Committee and Financial Vice Presidents on December 8, 2017, and on February 2, 2018. The revisions will improve the Occupancy Cost request process and assist the institutions as they manage financial reserves. There have been no changes to the documents since the Board approved the first reading of the proposed amendment on December 21, 2017.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of the proposed amendments to Board policy V.B., Budget Policies, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1. Budget Requests

For purposes of Items 1. and 10., the College of Southern Idaho, College of Western Idaho, and North Idaho College are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions 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 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 or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for Board action.

2. Budget Requests and Expenditure Authority

- a. Budget requests must include projected student tuition and fee revenue based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected student tuition and fee 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 student tuition and fee revenue is required.
- c. Student tuition and fee revenue collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in student tuition and fee revenue.

3. Operating Budgets (Appropriated)

a. Availability of Appropriated Funds

- i. Funds appropriated by the legislature from the State General Fund for the operation of the institutions 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 the appropriation contains an emergency clause.

b. Approval of Operating Budgets

- i. The appropriated funds operating budgets for the institutions 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 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. Appropriation Transactions

i. Chief Executive Officer Approval

The chief executive officer of each institution, agency, office, or department is responsible for approving all appropriation transactions. Appropriation transactions include original yearly set up, object and program transfers, receipt to appropriation and non-cognizable funds.

ii. Institution Requests

Requests for appropriation transactions are submitted by the institutions to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education.

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.

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 or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution 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 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.ii.

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 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 the new, incremental 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.

- v. "Remodel" means the improvement, addition, or expansion of facilities by work performed to change the interior alignment of space or the physical characteristics of an existing facility.
- b. Notification of Eligible Space
 - i. Prior written notification must be provided to the Division of Financial Management (DFM) and the Legislative Services Office Budget and Policy Analysis Division (LSO-BPA) before an institution requests funding for occupancy costs for eligible space in a capital improvement project in which the institution acquires, builds, takes possession of, expands, remodels, or converts facility space. This written notification to DFM and LSO-BPA will be provided following final approval of the project and not later than the first business day of September for occupancy cost requests which would take effect in the subsequent fiscal year. Written notification will be by one of the following entities, using the Occupancy Cost Notification data sheet provided at the Board website at <http://boardofed.idaho.gov>:
 - 1) the State Board of Education or its executive director for projects approved by the Board;
 - 2) the community college board of trustees for projects approved under their authority; or
 - 3) the institution's financial vice president (or functional equivalent) for projects for which, by virtue of their smaller scope, approval authority has been delegated to the institution's chief executive.
 - ii. Written notification shall include:
 - a) description of the eligible space, its intended use, and how it relates to the mission of the institution;
 - b) estimated cost of the building or facility, and source(s) of funds;
 - c) estimated occupancy costs; and
 - d) estimated date of completion.
 - iii. If an approving authority approves a project after the first business day of September, the notification and/or funding request shall be submitted the following September. If by error or oversight the approving authority fails to submit notification by the September deadline, there is a one-time, one-year grace period such that the approving authority may submit the notification as soon as possible, to be followed by a funding request not later than the first business day of the following September.
- c. Sources of Funds: Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.

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- 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).
- 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.
- f. Occupancy Costs Formula
 - i. Custodial: ~~For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE~~Based on the personnel costs (including
 - i.ii. ~~benefits) for one custodian, pro-rated for each 26,000 GSF [For example, a 13,000 GSF eligible facility would equate to one-half (.50) custodial FTE].~~ In addition, 10¢ per GSF may be requested for custodial supplies.
 - ii.iii. Utility Costs: \$1.75 per GSF.
 - iii.iv. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.
 - iv.v. Other Costs:
 - 1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
 - 2) .0005 current replacement value for insurance; and
 - 3) .0003 current replacement value for landscape maintenance.
 - v.vi. The formula rates may be periodically reviewed against inflation.
 - vi.vii. 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.
- 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.

11. Program Prioritization

- a. "Program Prioritization" is a process adopted by the Board in setting priorities and allocating resources among programs and services with a specific focus on Mission, Core Themes and Strategic Plans.
- b. Program Prioritization shall be incorporated in the colleges and universities' annual budgeting and program review process.
- c. Annual Program Prioritization updates are to be submitted to the Board by the colleges and universities on the date and in a format established by the Executive Director.

12. Target Reserves

The volatility of state funding, as well as fluctuations in enrollment and tuition revenue, necessitate that institutions maintain fund balances sufficient to stabilize their operating budgets. As such, the Board has set a minimum target reserve of 5%, defined as unrestricted funds available divided by operating expenditures, as defined in the institution's unrestricted net position report, which will be submitted to the Board each year in accordance with the timing and format established by the Executive Director.

IDAHO STATE BOARD OF EDUCATION

Occupancy Cost Notification and Verification Data Sheet

This data sheet is used to provide the Occupancy Cost information required by Board Policy (V.B.10.b—"Notification of Eligible Space") in initial notifications to the Legislative Services Office-Budget & Policy Analysis (LSO-BPA) and to the Division of Financial Management (DFM); as well as to provide the verification information required in Board Policy (V.B.10.e) to confirm actual occupancy cost information after the institution has taken occupancy of a facility.

For initial notification of a request for occupancy costs, complete items 1-4, below, and any additional notification remarks. After taking occupancy of the facility, resubmit this data sheet (include the information previously provided in 1-4), completing items 5-8 to verify the final occupancy information.

Facility/Building:

Institution:

Point of contact at the institution (in the event of questions on the notification package):

- **Name and Title:**
- **Office:**
- **Phone:**
- **Email:**

Required information for initial notification:

1. **Description of the eligible space, its intended use, and how it relates to the mission of the institution** [note: "eligible space" for Occupancy Costs is defined in Board Policy V.B.10.a as *"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 the new, incremental square footage of the expanded, remodeled or converted space, only.*]:
 - a. **Number of new eligible gross square feet:** _____ gsf.
 - b. **Description:**
2. **Estimated cost of the building or facility, and source(s) of funds:**
 - a. **Estimated Cost:** Value of construction for this space is _____.
 - b. **Source(s) of Funds:**
3. **Estimated Occupancy Costs:**
4. **Estimated Date of Completion:**

Additional notes/remarks/information [If applicable, briefly summarize any other special factors related to this notification. If any additional documents or exhibits accompany this notification, list them below]:

Post-Construction Verification

The following information is to be provided upon taking occupancy of the facility. Leave the sections below blank for initial notification to DFM and LSO.

- 5. Actual gross square footage:**
- 6. Actual construction cost:**
- 7. Current replacement value:**
- 8. Square footage of any current/proposed lease space or other non-eligible space:**

Additional notes/remarks/information [If applicable, briefly summarize any other special factors related to this verification report. If any additional documents or exhibits accompany this verification report, list them below]:

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

SUBJECT

Policy V.E. – Second Reading

REFERENCE

February 2006	Idaho State Board of Education (Board) approved the second reading of amendment to Board policy V.E.
December 2017	Board approved first reading of proposed amendment to Board policy V.E.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 4 (“Effective and Efficient Educational System”) Objective C (“Productivity and Efficiency: Apply the principles of program prioritization for resource allocation and reallocation”).

BACKGROUND/DISCUSSION

Board Policy V.E. provides guidance on institutions’ relationships with their affiliated foundations and the Board’s role in approving institution-foundation operating agreements. Affiliated foundations operate as Idaho nonprofit organizations that are legally separate from the institutions and are recognized as 501(c)(3) public charities by the Internal Revenue Service. The institution is required to enter into a written operating agreement with each of its affiliated foundations.

Current practice, in place since the main provisions of Policy V.E. were established, is that in cases where an affiliated foundation routes all donations, gifts, monies, properties, etc., to the host institution through another recognized foundation (e.g., if a booster organization routes all funds to the institution through the institution’s primary foundation), the Board must periodically approve the institution-operating agreement only for the foundation which transfers funds directly to the institution. The proposed amendment clarifies policy to conform to current practice, and provides a template for use by institutions and the Board in developing and updating operating agreements submitted to the Board for approval.

IMPACT

Under the proposed amendment, institutions and their affiliated foundations will continue to have the option to provide foundation-raised funding directly to the institution, on the basis of Board-approved operating agreements. Affiliated foundations that prefer to route all funds/gifts to the institution through another Board-approved foundation, could do so, and recurring approval of their operating agreements would not be required. This arrangement ensures continued Board oversight over resources provided to institutions under its authority, while

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maintaining a degree of flexibility in the operation of various foundations which support the institutions. This clarification to policy should have no direct financial impact on the institution's finances/budget.

ATTACHMENTS

Attachment 1: V.E. Gifts and Affiliated Foundations
Attachment 2: Affiliated Foundation Agreement Template

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STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment brings the text of the policy into conformance with current practice and the stated intent of the Board at the time the applicable sections of policy V.E. were established in 2006. The updated policy enables continued close oversight of funds/gifts/properties being conveyed between an institution and an affiliated foundation. The amendment also incorporates a number of minor technical revisions and a reorganization of material to improve clarity and user-friendliness. A standard template for foundation operating agreements has been developed in order to streamline the current review and approval process, and is provided as Attachment 2.

The Business Affairs and Human Resources Committee reviewed the proposed amendment on December 8, 2017 and February 2, 2018. There have been no changes to the associated documents since the Board approved the first reading of the proposed amendment on December 21, 2017.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of the revisions to Board policy V.E. and use of the associated affiliated foundation agreement template, as presented in Attachments 1 and 2, respectively.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

1. Purpose of the Policy

- a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations
- b. The Board recognizes that foundations:
 - i. Provide an opportunity for private individuals and organizations to contribute to the institutions and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions and agencies;
 - ii. Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;
 - iii. Provide an instrument through which alumni and community leaders can help strengthen the institutions and agencies through participation in the solicitation, management, and distribution of private gifts; and
 - iv. Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.
- c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions and agencies under the Board's governance, adopts this policy with the following objectives:

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- i. To preserve and encourage the operation of recognized foundations associated with the institutions and agencies under the Board's governance; and
- ii. To ensure that the institutions and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations

~~The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. For application of this policy to affiliated research foundations and technology transfer organizations, including the Idaho Research Foundation, see paragraph 6 below.~~

~~a. Board Recognition of Affiliated Foundations~~

~~The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.~~

~~b. General Provisions Applicable to all Affiliated Foundations recognized by the Board~~

- i. All private support of an institution not provided directly to such institution shall be through a Board approved ~~recognized~~ affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to the Board approved affiliated foundations.

- ii. Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.
 - iii. The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.
 - iv. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.
 - v. Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:
 - 1) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or
 - 2) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.
3. The transfer is of a *de minimis* amount not to exceed \$10,000 from the Institution to the Foundation and the transferred funds are for investment by the Foundation for scholarship or other general Institution/Agency support purposes.

- vi. Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.
- vii. Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.
- viii. Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.
- ix. Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.
- x. The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.
- xi. A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.

- xii. Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.
- xiii. Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.
- xiv. Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.
- xv. Foundations 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 institution; and
 - 2) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.
- xvi. Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code-, Section 74-206(1)(c).67-2345-(1)-(c).

eb. Foundation Operating Agreements

Each institution shall enter into a written operating agreement with each of its recognized-affiliated foundations that ensures compliance with this Policy. ~~that is affiliated with the institution.~~

Board approval of affiliated foundation operating agreements is required if an affiliated foundation will receive donations, membership dues, gifts or other funds (collectively "funds") and delivers those funds directly to the institution. If an

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affiliated foundation will not receive or maintain funds, or if it routes all funds received to the institution through another Board-approved affiliated foundation, Board approval of the operating agreement is not required. In such cases, the institution shall ensure that services provided by a Board approved affiliated foundation to another affiliated foundation are provided pursuant to a service agreement between the affiliated foundations which complies with Board policy, a copy of which is available to the institution and to the Board.

Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. ~~The e~~Operating agreements requiring Board approval must be approved by the Board prior to execution and must be re-submitted to the Board for re-approval every three (3) years, or as otherwise requested by the Board, ~~for review and re-approval.~~ Operating agreements shall follow the operating agreement template approved by the Board and found at <http://boardofed.idaho.gov/>. When an operating agreement is presented to the Board for review, an institution must include a redline to the Board's operating agreement template, as well as a redline to the previously Board approved version of the operating agreement, if there is one.

Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

i. Institution Resources and Services.

- 1) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.
- 2) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:

- a) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);
 - b) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;
 - c) Investment, management, insurance, benefits administration, and similar services; and
 - d) Development services, encompassing research, information systems, donor records, communications, and special events.
- 3) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.
- 4) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.
- ii. Management and Operation of Foundations.
- 1) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.
- 2) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).

- 3) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
- 4) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.
- 5) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.
- 6) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

iii. Foundation Relationships with the Institutions

- 1) The institution's ability to access foundation books and records.
- 2) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- 3) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.

iv. Audits and Reporting Requirements.

- 1) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- 2) The procedure foundations will use for reporting to the institution chief executive officer the following items:

- a) Regular financial audit report;
 - b) Annual report of transfers made to the institution, summarized by department;
 - c) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
 - d) A list of foundation officers, directors, and employees;
 - e) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
 - f) A list of all state and federal contracts and grants managed by the foundation; and
 - 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 institution; 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.
- v. Conflict of Interest and Code of Ethics and Conduct.

A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess

of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

vi. Affiliated Research Foundations and Technology Transfer Organization for Institutions of Higher Education

The Board wishes to encourage research and technology transfer and the corresponding economic development potential for the state of Idaho. The Board acknowledges that independent, affiliated foundations operating to support an institution's research and technology transfer efforts can be useful tools to provide institutions with avenues for engagement with the private sector as well as with public and private entities interested in funding research, funding technology transfer and promoting spin-off enterprises arising from institutional intellectual property and technology. Such affiliated foundations should operate substantially within the framework for affiliated foundations set out in paragraph 1 and 2 of this policy, with such variances as are reasonable based on the nature of the anticipated function of the specific foundation.

a. The institutions under the Board's governance may affiliate with non-profit entities which generally meet the criteria set forth in paragraph 2.b. of this policy and which operate for the purpose of supporting the research and technology transfer efforts of one or more of the institutions.

b. Research and Technology Transfer Foundation Operating Agreements. The requirement of a foundation operating agreement under paragraph 2.c. of this policy shall also apply to foundations supporting research and technology transfer. Institutions proposing to affiliate with a particular foundation may propose reasonable variances from specific requirements under paragraph 2.c. based upon the anticipated function of the foundation, provided that any such variances are specifically identified by the institution in materials presented to the Board when requesting approval of the foundation.

3. Foundations for Other Agencies

Other agencies under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' operating purposes. These agencies are subject to the same policies as the institutional foundations. However, agency foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

4. Idaho Educational Public Broadcasting System Foundations and Friends Groups

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

- a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply

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to transfers of gifts to an institution or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution or agency and an affiliated foundation, as described more fully herein).

~~6. Affiliated Research Foundations and Technology Transfer Organization for Institutions of Higher Education~~

~~The Board wishes to encourage research and technology transfer and the corresponding economic development potential for the state of Idaho. The Board acknowledges that independent, affiliated foundations operating to support an institution's research and technology transfer efforts can be useful tools to provide institutions with avenues for engagement with the private sector as well as with public and private entities interested in funding research, funding technology transfer and promoting spin-off enterprises arising from institutional intellectual property and technology. Such affiliated foundations should operate substantially within the framework for philanthropic affiliated foundations set out in paragraph 1 and 2 of this policy, with such variances as are reasonable based on the nature of the anticipated function of the specific foundation.~~

- ~~a. The public college and universities may affiliate with non-profit entities which generally meet the criteria set forth in paragraph 2.b. of this policy and which operate for the purpose of supporting the research and technology transfer efforts of one or more of the institutions.~~
- ~~b. Research and Technology Transfer Foundation Operating Agreements. The requirement of a foundation operating agreement under paragraph 2.c. of this policy shall also apply to foundations supporting research and technology transfer. Institutions proposing to affiliate with a particular foundation may propose reasonable variances from specific requirements under paragraph 2.c. based upon the anticipated function of the foundation, provided that any such variances are specifically identified by the institution in materials presented to the Board when requesting approval of the foundation.~~

**OPERATING AGREEMENT
BETWEEN
FOUNDATION, INC.
AND
INSTITUTION/AGENCY**

This Operating Agreement between Foundation, Inc. and Institution/Agency (“Operating Agreement”) is entered into as of this _____ day of _____, 201_, by and between Institution, herein known as “Institution/Agency” and the Foundation, Inc., herein known as “Foundation”.

WHEREAS, the Foundation was organized and incorporated in ____ for the purpose of stimulating voluntary private support from _____, _____, friends, corporations, foundations, and others for the benefit of the Institution/Agency.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the Institution/Agency, and provide opportunities for _____ (e.g. students) and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the Institution/Agency in the building of the endowment to address, through financial support, the long-term academic and other priorities of the Institution/Agency.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the Institution/Agency; soliciting cash, securities, real and intellectual property, and other private resources for the support of the Institution/Agency; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of the Institution/Agency.

WHEREAS, the Institution/Agency 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 parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E., and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the Institution/Agency intend for this Operating Agreement to be the written operating agreement required by Board Policy V.E.2.c. of the State Board's Policies and Procedures.

NOW THEREFORE, 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:

ARTICLE I
Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the Institution/Agency. 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 Institution/Agency 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 Institution/Agency; and (3) support and assist the Institution/Agency 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 policies of the State Board; or (3) the role and mission of the Institution/Agency.

ARTICLE II
Foundation's Organizational Documents

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the Institution/Agency. The Foundation, to the extent practicable, also shall provide the Institution/Agency with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The Institution/Agency shall provide all such documents to the State Board.

ARTICLE III
Institution/Agency Resources and Services

1. Institution/Agency Employees.

a. *Institution/Agency/Foundation Liaison:* The Institution/Agency's Vice President for Institution/Agency Advancement shall serve as the Institution/Agency's Liaison to the Foundation.

i. The Institution/Agency's Vice President for Institution/Agency Advancement shall be responsible for coordinating the Institution/Agency's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the Institution/Agency to the Foundation.

- ii. The Vice President for Institution/Agency Advancement or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the Institution/Agency to the the Foundation's Board of Directors regarding the Institution/Agency's coordination with the Foundation's fundraising efforts.

b. *Managing Director*: The *Managing Director* of the Foundation is an employee of the Institution/Agency loaned to the Foundation. All of the Managing Director's services shall be provided directly to the Foundation as follows:

- i. The *Managing Director* shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the *Managing Director* may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in paragraph (iii) below. The *Managing Director* shall be subject to the control and direction of the Foundation.
- ii. The *Managing Director* shall be an employee of the Institution/Agency and entitled to Institution/Agency benefits to the same extent and on the same terms as other full-time Institution/Agency employees of the same classification as the *Managing Director*. The Foundation shall reimburse the Institution/Agency for all costs incurred by the Institution/Agency in connection with the Institution/Agency's employment of the *Managing Director* including such expenses as salary, payroll taxes, and benefits.
- iii. The Foundation and the Institution/Agency shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the *Managing Director* is an employee of the Institution/Agency 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 Institution/Agency with respect to the *Managing Director*, including the following:
 - 1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
 - 2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall constitute grounds for a termination proceeding by the

Institution/Agency or for non-renewal of any obligation of the Institution/Agency to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the Institution/Agency.

3. The Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee.

c. *Other Loaned Employees.* Other loaned employees providing services pursuant to this Operating Agreement shall also serve pursuant to a Loaned Employee Agreement which shall set forth their particular responsibilities and duties.

d. *Other Institution/Agency Employees Holding Key Foundation or Administrative or Policy Positions:* In the event the Institution/Agency and the Foundation determine it is appropriate for one or more additional Institution/Agency employees who function in a key administrative or policy making capacity for the Institution/Agency (including, but not limited to, any Institution/Agency Vice-President or equivalent position) to serve both the Institution/Agency and the Foundation, then, pursuant to Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any such Institution/Agency employee.

e. *Limited Authority of Institution/Agency Employees.* Notwithstanding the foregoing provisions, no Institution/Agency employee who functions in a key administrative or policy making capacity for the Institution/Agency (including, but not limited to, any Institution/Agency Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2. Support Services. The Institution/Agency shall provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). All Institution/Agency employees who provide support services to the Foundation shall remain Institution/Agency employees under the direction and control of the Institution/Agency, unless agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the Institution/Agency the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3. Institution/Agency Facilities and Equipment. The Institution/Agency shall provide the use of the Institution/Agency's office space and equipment to the Foundation upon the terms agreed to by the Institution/Agency and the Foundation. The terms of use (including amount of

rent) of the Institution/Agency's office space and equipment shall be as set forth in the Service Agreement.

4. No Foundation Payments to Institution/Agency Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to an Institution/Agency employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

ARTICLE IV

Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

Authority of Vice President for Institution/Agency Advancement. All Foundation gift solicitations shall be subject to the direction and control of the Vice President for Institution/Agency Advancement.

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 Institution/Agency; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

b. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the Institution/Agency.

2. Acceptance of Gifts.

a. *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 Institution/Agency, the Foundation shall obtain the prior written approval of the Institution/Agency. Similarly, the Foundation shall also obtain the prior written approval of the Institution/Agency of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the Institution/Agency.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the Institution/Agency shall be approved by the State Board before acceptance by the Institution/Agency and the Foundation. In cases where the real property is intended to be used by the Institution/Agency in connection with carrying out its proper functions, the real property may be conveyed directly to the Institution/Agency, in which case the

Institution/Agency and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the Institution/Agency 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 Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the Institution/Agency 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.

a. *Restricted Gift Transfers.* The Foundation shall inform the Institution/Agency officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such Institution/Agency officials shall account for such restricted funds separate from other program and department funds in accordance with applicable Institution/Agency policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

b. *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. If the Foundation elects to use unrestricted gifts to make grants to the Institution/Agency, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the Institution/Agency; provided, however, in no event may the person with Foundation signature authority for financial transactions be an Institution/Agency employee.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable 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.

5. Institution/Agency Report on Distributed Funds. On a regular basis, which shall not be less than annually, the Institution/Agency shall report to the Foundation on the use of restricted and unrestricted funds transferred to the Institution/Agency. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of Institution/Agency Assets to the Foundation. No Institution/Agency funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the Institution/Agency 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 funds shall be deposited in an institutional account, and State Board approval will be required prior to the Institution/Agency's transfer of such funds to the Foundation.
- b. The Institution/Agency has gift funds that were originally transferred to the Institution/Agency from the Foundation and the Institution/Agency wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the Institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general Institution/Agency support purposes. This exception shall not apply to payments by the Institution to the Foundation for obligations of the Institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the Institution/Agency 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.

8. 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.

9. 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 "C"; 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 Institution/Agency any updates to such investment policy which updates shall also be attached hereto as Exhibit "C". Further, the Parties expressly acknowledge the Indenture, attached hereto as Exhibit "E", between the Institution/Agency and Foundation, dated May 20, 1975, transferring the assets of certain funds, trusts and endowments from the Institution/Agency to the Foundation and further acknowledge such shall be invested pursuant to the terms of this paragraph of this Operating Agreement.

10. 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 "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "F." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the Institution/Agency and the State Board. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "F", respectively.

ARTICLE V

Foundation Relationships with the Institution/Agency

At all times and for all purposes of this Operating Agreement, the Institution and the Foundation shall act in an independent capacity and not as an agent or representative of the other party, provided, however, the Institution and the Foundation acknowledge that the Association carries out functions for the benefit of the Institution. As such, the parties shall share certain information as provided below.

1. Access to Records. Subject to recognized legal privileges, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.

2. Record Management.

a. The Parties recognize 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 Institution/Agency shall be limited to the Institution/Agency's President and any designee of the Institution/Agency's President.

b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws 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.

c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of Institution/Agency affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Title 74, Chapter 1, except where otherwise required by state and federal law.

3. Name and Marks. Consistent with its mission to help to advance the plans and objectives of the Institution, the Institution grants the Association the limited, non-exclusive use of the name Institution, for use in its support of the Institution. The Association shall operate under the Institution's logotype in support of its organizational business and activities. Any use by the Association of the Institution's logotypes or other trademarks must be with prior approval of the Institution through the Office of Trademark Licensing and Enforcement.

4.

5. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

6. Establishing the Foundation's Annual Budget. The Foundation shall provide the Institution/Agency 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 Institution/Agency's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer by April 1 of each year.

7. Attendance of Institution/Agency's President at Foundation's Board of Director Meetings. The Institution/Agency's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

8. Supplemental Compensation of Institution/Agency Employees. Any supplemental compensation of Institution/Agency employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the Institution/Agency, and the Institution/Agency shall then pay compensation to the employee in accordance with the Institution/Agency's normal practice. No Institution/Agency employee shall receive any payments or other benefits directly from the Foundation.

ARTICLE VI

Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the Institution/Agency shall have the same fiscal year.

2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the Institution/Agency's

President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the Institution/Agency as defined by the Government Accounting Standards Board (GASB). Accordingly, the Institution/Agency is required to include the Foundation in its Financial Statements which follow a GASB format. Therefore, the Foundation will include in its audited Financial Statement, schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited Financial Statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the Institution/Agency Office of Finance and Administration in sufficient time to incorporate the same into the Institution/Agency's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights. The Institution/Agency 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 Institution/Agency's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the Institution/Agency and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

4. Annual Reports to Institution/Agency President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the Institution/Agency President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the Institution/Agency, summarized by Institution/Agency department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of Institution/Agency employees for whom the Foundation made payments to the Institution/Agency for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;

- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the Institution/Agency; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VII

Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit "G", and its Code of Ethical Conduct is set forth as Exhibit "H".

2. Dual Representation. Under no circumstances may an Institution/Agency employee represent both the Institution/Agency 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 Institution/Agency and the Foundation. This shall not prohibit Institution/Agency employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of Institution/Agency. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the Institution/Agency without first obtaining the prior written approval of the Institution/Agency. Institution/Agency approval of any such contract shall comply with policies of the State Board of Education with respect to Board approval of Institution/Agency contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the Institution/Agency'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 Institution/Agency shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the Institution/Agency's use shall be a coordinated effort of the Institution/Agency 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 Operating 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 Institution/Agency 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 Institution/Agency to pay, within 180 days of written notice, all debt incurred by the Foundation on the Institution/Agency'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 Institution/Agency that is not cured within the time frame set forth above, the Institution/Agency 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 Chair and the State Board) to further attempt 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. 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 Chair of the Board of the Foundation and the Institution/Agency President. If the Board Chair and Institution/Agency President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board 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 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.

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's bylaws and its articles of incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c) (3) organization, the Foundation shall transfer to the State Board 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 and such property shall be vested in the State Board in trust for the use and benefit of the Institution/Agency. Any such assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3)

of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

5. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved to 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 three (3) years or more frequently if otherwise requested by the State Board

6. Modification. Any modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties.

7. Providing Document to and Obtaining Approval from the Institution/Agency. Unless otherwise indicated herein, any time documents are to be provided to the Institution/Agency or any time the Institution/Agency's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the Institution/Agency's President or an individual to whom such authority has been properly delegated by the Institution/Agency's President.

8. 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.

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the Institution/Agency:

President
Institution/Agency
Street Address
City, State and Zip

To the Foundation:

Managing Director
Foundation, Inc.
Street Address
City, State and Zip

10. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the Institution/Agency and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

11. Liability. The Institution/Agency 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.

12. Indemnification. The Institution/Agency 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 Institution/Agency's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

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 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.

IN WITNESS WHEREOF, the Institution/Agency and the Foundation have executed this Operating Agreement on the above specified date.

Institution/Agency

By: _____
Its: President

Institution/Agency Foundation, Inc.

By: _____
Its: Chairman

EXHIBIT "A"

Loaned Employee Agreement

EXHIBIT "B"

Service Agreement

EXHIBIT "C"

Investment Policy

EXHIBIT "D"

Articles of Incorporation

EXHIBIT "E"

Indenture Dated May 20, 1975

EXHIBIT "F"

Amended and Restated Bylaws

EXHIBIT "G"

Conflict of Interest Policy

EXHIBIT "H"
Code of Ethical Conduct

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

UNIVERSITY OF IDAHO

SUBJECT

Request for authorization to enter bidding and construction phases for the Washington, Wyoming, Alaska, Montana and Idaho (WWAMI) medical education building expansion project

REFERENCE

August 2016	Idaho State Board of Education (Board) approved Capital Budget request in University of Idaho (UI) six-year plan
April 2017	Board approved lease agreement with Gritman Medical Park
August 2017	Board authorized Planning and Design Phases for WWAMI facility expansion project

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Section V.K.3.a

ALIGNMENT WITH STRATEGIC PLAN

This item aligns with the following goals and objectives of the State Board of Education Strategic Plan:

- Goal 1, Objectives A, C, and D: The WWAMI Medical Education Program provides access to high quality medical education opportunities for the citizens of Idaho. WWAMI has served the State in this capacity since 1971. The program recently expanded the number of seats available, thus providing greater access to Idahoans seeking to further their education and serve the State as medical professionals.
- Goal 2, Objectives A, C, and D: The WWAMI Medical Education Program supports workforce readiness by providing the educational foundation requisite to develop the medical professionals necessary to serve Idaho's expanding population and workforce, key to the State's economic growth and prosperity.

BACKGROUND/DISCUSSION

This agenda item requests Board authorization for UI to proceed with the bidding and construction phases of a capital project to renovate and expand an existing building on the Moscow, Idaho campus—the former Business Technology Incubator (BTI) building—and to convert it for uses supporting the WWAMI Medical Education program at UI. This agenda item also requests Board approval for a cumulative increase of \$1,720,000 in the originally-approved cost for the project. This cost increase is the result of refinement of the scope, design detail, and project estimates developed through the course of planning and design. The revised total project cost is \$4,120,000.

Planning Background

Idaho's WWAMI Medical Education Program is a partnership with the University of Washington School of Medicine and the states of Washington, Wyoming, Alaska, Montana, and Idaho. Students who enter the program are dual enrolled at UI and the University of Washington School of Medicine and complete their foundations phase of medical school at UI. Begun in 1971, WWAMI is a nationally accredited medical school program, not a premedical program. Through WWAMI, Idaho medical students complete their first and second year of medical training in Idaho.

The state of Idaho has supported the growth of the program over the last few years, doubling the annual student pipeline from 20 seats to 40 seats. The new curriculum now requires each cohort to spend 18 months on campus (previously 12 months), resulting in an overlap of student cohorts from one year to the next. Changing pedagogy and accreditation requirements result in the need for more collaborative, active learning spaces. Thus, program space needs are growing rapidly, with a need to accommodate 80 students at a time, compared to only 20 students previously.

The WWAMI program has operated out of the third floor of the UI Student Health Center for many years supported by anatomy lab space at nearby Washington State University (WSU) and a dedicated classroom elsewhere on the UI campus. The standup of WSU's new medical school will reduce access to anatomy lab space for UI WWAMI students. This construction project is part of a UI plan to meet all of these space needs for the expanded medical student cohorts, and to leverage collaborative operations with the medical community in Moscow.

UI has identified an opportunity to lease space in a new medical office building recently constructed by Gritman Medical Center of Moscow. UI received authorization to commission Gritman Medical Center to construct a Morgue and Anatomy Lab facility in the leased space via a tenant improvement process funded as part of the lease expenses. This will place the WWAMI Anatomy Lab and an associated Active Learning Classroom within the Gritman Medical Center Campus in downtown Moscow, and it will provide WWAMI the opportunity take part in collaborative learning efforts and programs in conjunction with the resources and staff of the Gritman Medical Center. Construction of the Gritman facility began in late September 2017, and is due to be complete in April 2018.

In parallel, UI has identified the existing Business and Technology Incubator (BTI) facility to be reconfigured to serve as the new home base for the WWAMI program. The existing, one story building is located on the east edge of campus and is adjacent to, and within visual and walking distance of, the city's medical complex and the Gritman Medical Center. This location is ideal and supports opportunities for further collaboration with the local medical community.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Project Description

Fully converting the existing floor space of the BTI building will still fall short of fully meeting WWAMI's space needs, so this project includes an addition of approximately 4,000 square feet on the north side of the existing building. Small exam rooms will be provided to support the existing active learning classrooms, enabling interactive group instruction for the students in conducting medical examinations, patient interview skills, and in developing 'bedside' manners. The expanded space will provide both private and group student study spaces required under medical instruction accreditation requirements. The new facility will also house faculty office and administrative support functions. The project is on schedule to go out to bid in March 2018 with a completion date the following spring.

FLAD Architects have designed the project. The firm's current construction cost estimate is \$3,075,000 which falls within the revised project construction budget of \$3,100,000. The total project effort is currently estimated at \$4,120,000, including design and construction costs and contingency allowances.

IMPACT

The fiscal impact of this effort will be \$4,120,000 in total expenditures, broken out as follows:

Overall Project

Funding

State	\$ 2,400,000
Federal (Grant):	
Other (UI)	
Central University	1,720,000
Gifted Funds	<u> </u>

Total	\$ 4,120,000
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Estimate Budget

A/E & Consultant Fees	\$ 375,100
Construction	3,100,000
Construction Cont.	310,000
Misc. Owner Costs	57,410
Project Cont.	<u>277,490</u>

Total	\$ 4,120,000
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ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The Board originally approved the project with an estimated cost of \$2.4 million, sourced from the Permanent Building Fund (PBF). In August 2017, following preliminary design work, the Board approved a cost increase of \$1.22 million for the project. The new cost estimate for the expanded project has increased by an additional \$500,000 to a total of \$4.12 million. Per Board Policy V.K.1., Board approval is required when a project's cumulative cost increases by more than \$1,000,000. The University will cover the increased cost of the project with \$1.72 million in institutional funds.

The University has worked closely with the Division of Public Works to develop the expanded design for the project. This project leverages the institution's resources

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2018

with funding already provided by the Governor and Legislature to address a critical need for Idaho's medical education capabilities and to provide access to high quality health services to Idahoans. The project will also enhance collaboration and synergy with community healthcare providers.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the bidding and construction phases of the capital project to improve and expand the former Business Technology Incubator facility in support of the WWAMI Medical Education Program, for a total cost of \$4,120,000 as described in the materials presented. Approval includes the authority for the Vice President for Finance and Administration to execute all necessary and requisite consulting and vendor contracts to implement the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of February, 2018

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Additional Capital Project Authorization Request, Bidding and Construction Phases, WWAMI Medical Education Building Improvements and Expansion, University of Idaho, Moscow, Idaho.
- 2 Project Description:** a Capital Project to provide for the planning, programming and design of project to renovate and expand the an existing building on campus, the Business Technology Incubator (BTI) building and convert it for use supporting the Washington, Wyoming, Alaska, Montana, Idaho (WWAMI) Medical Education program at the University of Idaho
- 3 Project Use:** The existing Business Technology Incubator (BTI) building is to be renovated in support of the programmatic needs of the WWAMI Medical Education Program. The renovations will provide flexible, active learning classrooms. Other renovated spaces will include faculty offices, updated conference space, and student study and support space. Additional space will need to be created to fully support the needs of the growing WWAMI program.
- The expansion space will provide student clinical lab space and associated small exam rooms. Such spaces support interactive group instruction for the students in conducting medical examinations, patient interview skills, and in developing 'bedside' manners. Additional space will support both private and group student study spaces dictated under medical instruction accreditation requirements.
- 4 Project Size:** The existing BTI building is approximately 17,000 sf. An expansion/addition of 4,000 is part of the project scope.

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning, Programming and Design Phase Authorization request. August 2017	\$ 2,400,000	\$ -	\$ 1,220,000	\$ 3,620,000	\$ 330,000	\$ 2,739,000	\$ 551,000	\$ 3,620,000
History of Revisions:								
Revised and Refined Cost of Project. Bidding and Construction Phase Authorization request. February 2018	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 45,100	\$ 361,000	\$ 93,900	\$ 500,000
Total Project Costs	\$ 2,400,000	\$ -	\$ 1,720,000	\$ 4,120,000	\$ 375,100	\$ 3,100,000	\$ 644,900	\$ 4,120,000

* Figures quoted are for the Total Project Cost.

** Misc. Owner Costs, Construction Contingency & Project Contingency.

History of Funding:	PBF	ISBA	Other Sources of Funds-----			Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other***		
Initial Project funding via the FY2018 PBF Process. Funds will be available 1 July 2017.	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000
Initial Cost of Project. Planning, Programming and Design Phase Authorization request. August 2017	\$ -	\$ -	\$ -	\$ -	\$ 1,220,000	\$ 1,220,000	\$ 1,220,000
Revised and Refined Cost of Project. Bidding and Construction Phase Authorization request. February 2018	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000
Total	\$ 2,400,000	\$ -	\$ -	\$ -	\$ 1,720,000	\$ 1,720,000	\$ 4,120,000

*** UI Central Strategic Investment Reserves

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

TAB	DESCRIPTION	ACTION
1	HIGHER EDUCATION RESEARCH COUNCIL ANNUAL REPORT	Information Item
2	NATIONAL GOVERNORS ASSOCIATION WORK-BASED LEARNING POLICY ACADEMY	Information Item
3	COMMON COURSE INDEXING	Information Item
4	POSTSECONDARY GUIDED PATHWAYS PLANNING REPORT	Information Item
5	BOISE STATE UNIVERSITY – ONLINE, BACHELOR OF ARTS IN PUBLIC HEALTH	Motion to Approve
6	BOARD POLICY III.S. REMEDIAL EDUCATION – SECOND READING	Motion to Approve
7	BOARD POLICY III.Z. PLANNING AND DELIVERY OF POSTSECONDARY PROGRAMS AND COURSES– SECOND READING	Motion to Approve

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INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
FEBRUARY 15, 2018

SUBJECT

Higher Education Research Council Annual Update

REFERENCE

February 2015	The Board approved changes to the Higher Education Research Strategic Plan.
October 2015	The Board was provided the Performance Measure Report for the Higher Education Research Strategic Plan.
December 2016	The Board approved changes to the Higher Education Research Strategic Plan.
February 2017	The Board was provided the annual update of the Higher Education Research Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research

ALIGNMENT WITH STRATEGIC PLAN

Idaho K-20 Public Education Strategic Plan Goal 2, Innovation and Economic Development, Objective B, Innovation and Creativity

BACKGROUND/DISCUSSION

Board Policy III.W, Higher Education Research, recognizes the significant role research plays in innovation, economic development and enhanced quality of educational programs. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities and college serve as catalyst to spur the creation of new knowledge, technologies, products and industries. This in turn leads to new advances and opportunities for economic growth.

The Board's Higher Education Research Council (HERC) provides recommendations to the Board regarding statewide collaborative efforts and initiatives to accomplish these goals and objectives. In addition, HERC provides direction for and oversees the use of the limited resources 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.

The Statewide Strategic Plan for research assists in the identification of research areas that will enhance the economy of Idaho through the collaboration of academia, industry, and government and are in alignment with identified areas of strength at our public universities. Changes to the strategic plan were approved by the Board in December 2016.

The plan represents the role Idaho's research universities play in driving innovation, economic development, and enhancing the quality of educational programs in strategic areas. The plan identifies areas of strength among Idaho's research universities; research challenges and barriers facing the universities;

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

research opportunities Idaho should capitalize upon to further build its research base, goals to build the research pipeline through engaging undergraduate students, and steps for achieving the research vision for Idaho's universities. Additional responsibilities of HERC include the management of the Incubation Fund and HERC IGEM Fund programs, disbursement of Infrastructure Funds and the matching funds for our Idaho EPSCoR Track 1 project (Managing Idaho's Landscapes for Ecosystem Services). Additional responsibilities include receiving annual reporting on the institutions activities in relation to the Center for Advanced Energy Studies (CAES).

Incubation Fund projects are single-year projects that are at the proof-of-concept stage. Through a competitive process, HERC awards funds to those projects where the principal investigator can rapidly move their project into the development stage. IGEM Fund projects are those that are designed to develop spin-off companies. While these awards may be for up to three years, the funding is contingent upon successful progress as determined by HERC at an annual review of the project.

CAES is a research and education consortium between the Idaho National Laboratory, the University of Wyoming, and the three Idaho public research institutions: Boise State University, Idaho State University, and the University of Idaho.

Dr. Mark Rudin, the current chair of HERC, will provide the Board with the Council's annual update.

IMPACT

Taking a strategic approach to invest in the state's unique research expertise and strengths will lead to new advances and opportunities for economic growth and enhance Idaho's reputation as a national and international leader in excellence and innovation. This update will provide the Board with the opportunity to provide HERC, through the Council's Chair, input on areas of focus or strategic direction.

ATTACHMENTS

Attachment 1 - Statewide Strategic Plan for Higher Education Research	Page 5
Attachment 2 - FY17 Performance Measure Report	Page 17
Attachment 3 - FY17 Research Activity Report	Page 21
Attachment 4 - FY17 Infrastructure Summary Report	Page 29
Attachment 5 - HERC FY18 Budget Allocation	Page 41
Attachment 6 - FY18 Incubation Fund Summaries	Page 43
Attachment 7 - FY18 IGEM Fund Summaries	Page 79
Attachment 8 - CAES Annual Report	Page 109

STAFF COMMENTS AND RECOMMENDATIONS

In addition to the responsibility for the creation of the state's Higher Education Research Strategic plan HERC is responsible for approximately \$4.1M in funds used for the mission of HERC and to incentivize industry and institution research

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
FEBRUARY 15, 2018

partnerships. Attachment 2 is the October 2017 performance measure report, Attachment 3, is the research institutions' annual research activity reports, Attachment 4 summarizes the infrastructure funding in FY17, Attachment 5 outlines HERC's FY18 budget allocation, and Attachments 6 and 7 are summaries of the projects funded by HERC in FY18. Attachment 8 is the annual report for the Center for Advanced Energy Studies (CAES).

The strategic plan is monitored annually and updated as needed based on the work of HERC and direction from the Board. HERC uses a competitive process for distributing funds from the Incubation Fund category and the HERC IGEM Fund category. All proposals that are considered must be in alignment with the Board's Higher Education Research Strategic Plan.

BOARD ACTION

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

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HIGHER EDUCATION RESEARCH STRATEGIC PLAN

(2017-2022)

Submitted by: Higher Education Research Council

State Board of Education Approved December 2016

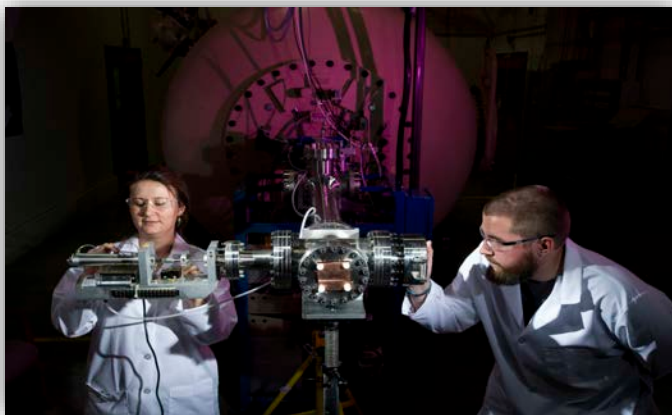
EXECUTIVE SUMMARY

Research is being increasingly acknowledged by industry, government and education as a key factor in the future economic vitality of Idaho. The universities and colleges of Idaho's system of higher education understand the need for greater collaboration in order to be competitive in today's global environment. Recognizing the need to focus on and emphasize existing strengths and opportunities in Idaho's research community, the vice presidents for research and economic development developed the following statewide strategic plan for research to ensure the greatest potential for achieving a vital and sustainable research base for Idaho. The strategic plan identifies the key research areas (basic, translational and clinical) that will become the focal points for research and economic development through partnering among academia, industry and government in science, technology, and creative activity.



Research is fundamental to the mission of a university due to its role in knowledge discovery and in providing new ideas for technology commercialization via patents, copyright, licenses and startup companies. University faculty who engage in research and creative activity are at the leading edge of their respective fields. Research also enhances the national reputation of the faculty and the universities. These faculty and their vibrant research programs attract

the best graduate and undergraduate students by providing unique cutting-edge learning experiences in their research laboratories, studios, field sites and classrooms. On the most basic level, and also bolstered through collaborative, interdisciplinary and interprofessional research, such activities strengthen a university's primary product — innovative, well-educated students ready to enter a competitive workforce.



Research is the foundation of a university's economic development role. The influx of research dollars from external grants and contracts creates new jobs at the university, along with the attendant purchases of supplies, services, materials and equipment. The results of the research are new knowledge,

new ideas, and new processes, which lead to patents, startup companies, more efficient businesses as well as a highly trained workforce prepared to tackle 21st century challenges.

Idaho's research universities have strengths and opportunities for economic development in 1) Energy Systems, 2) Natural Resource Utilization and Conservation, 3) Biomedical and Healthcare Sciences, 4) Novel Materials and 5) Systems Engineering and Cybersecurity.

By focusing collaborative efforts in these areas, the research universities will expand research success by:

- Helping Idaho institutions focus on their research strengths;
- Strengthening collaboration among Idaho institutions;
- Creating research and development opportunities that build relationships between universities and the private sector;
- Contributing to the economic development of the State of Idaho;
- Enhancing learning and professional development through research and scholarly activity – also by promoting interdisciplinary and inter-professional research; and
- Building and improving the research infrastructure of Idaho universities to meet current and future research needs.

This statewide Strategic Research Plan for Idaho Higher Education is a tool for identifying and attaining quantifiable goals for research and economic growth and success in Idaho. The plan will be reviewed and updated annually as needed amid the fast-changing pace of research discovery.





VISION

Idaho's public universities will be a catalyst and engine to spur creation of new knowledge, technologies, products and industries that lead to advances and opportunities for economic growth and enhance the quality of life in Idaho and the nation.

MISSION

The research mission for Idaho's universities is to develop a sustainable resource base by:

- Identifying, recruiting and retaining top faculty with expertise in key research areas;
- Building research infrastructure including facilities, instrumentation, connectivity and database systems to support an expanding statewide and national research platform;
- Attracting top-tier students to Idaho universities at the undergraduate and graduate levels and providing outstanding education and research opportunities that will prepare them to excel in future careers;
- Raising awareness among state, national and international constituencies about the research excellence and capabilities of Idaho's universities by developing and implementing targeted outreach, programs and policies; and
- Collaborating with external public, private, state and national entities to further the shared research agenda for the state, thereby promoting economic and workforce development and addressing the needs and challenges of the state, region and nation.



GOALS AND OBJECTIVES

Goal 1: Increase research at, and collaboration among, Idaho universities and colleges to advance research strengths and opportunities pertaining to critical issues in Idaho, while also providing a vision for national and global impact.

Objective 1.A: Ensure growth and sustainability of public university research efforts.

Performance Measure 1.A.1: Statewide amount of total annual research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey.

Benchmark: 10% increase per year.

Objective 1.B: Ensure the growth and sustainability of the existing collaborative research at the Center for Advanced Energy Studies (CAES).

Performance Measure 1.B.1: Statewide amount of U.S. Department of Energy (DOE) research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey.

Benchmark: 10% increase per year.

Objective 1.C: Expand joint research ventures among the state universities.

Performance Measure 1.C.1: Number of new fully sponsored project proposals submitted by an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).

Benchmark: 50% increase per year.

Performance Measure 1.C.2: Number of new fully sponsored project awards to an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction). Benchmark: 30% increase per year.

Performance Measure 1.C.3: Establish/fund at least one HERC-directed research project per year which collaborates with one other Idaho university that directly addresses issues of particular importance to the State of Idaho.

Benchmark: 1 per year

Goal 2: Create research and development opportunities that strengthen the relationship between state universities and the private sector.

Objective 2.A: Increase the number of sponsored projects involving the private sector.

Performance Measure 2.A.1: Number of new sponsored projects involving the private sector.

Benchmark: 50% increase per year.

Goal 3: Contribute to the economic development of the State of Idaho.

Objective 3.A: Increase the amount of university-generated intellectual property introduced into the marketplace.

Performance Measure 3.A.1: Number of technology transfer agreements (as defined by AUTM [Association of University Technology Managers]).
Benchmark: 15% increase per year.

Performance Measure 3.A.2: Number of invention disclosures (including biomic varieties).
Benchmark: 1 for every \$2M of research expenditures.

Performance Measure: 3.A.3: Amount of licensing revenues.
Benchmark: 10% increase per year.

Performance Measure: 3.A.4: Number of startup companies.
Benchmark: 10% increase per year.

Goal 4: Enhance learning and professional development through research and scholarly activity.

Objective 4.A: Increase the number of university and college students and staff involved in sponsored project activities.

Performance Measure 4.A.1: Number of undergraduate and graduate students paid from sponsored projects.
Benchmark: 20% increase per year.

Performance Measure 4.A.2: Percentage of baccalaureate students who had a research experience.
Benchmark: 20% increase per year.

Performance Measure 4.A.3: Number of faculty and staff paid from sponsored projects.
Benchmark: 20% increase per year.

RESEARCH OPPORTUNITIES

Idaho's research universities have developed statewide strengths in strategic research areas that have great potential to drive future economic growth and success. The criteria used to select these areas include: number of faculty and qualifications; peer-reviewed publications and impact; infrastructure (facilities, equipment, information technology, staff); external grant and contract funding; academic programs; student involvement; potential benefit to the State of Idaho; and technology transfer activity, including patents, licenses, and startup companies. By focusing collective research efforts and resources in these areas, the universities will be on the most efficient and effective route to research success and state-wide economic development. These high impact areas include 1) Energy Systems, 2) Natural Resource Utilization and Conservation, 3) Biomedical and Healthcare Sciences, 4) Novel Materials, and 5) Systems Engineering and Cybersecurity.

Energy Systems: Energy is a critical driver of any economy. The projected increases in the population of the world and increases in the standard of living will produce severe strains on the ability to meet the demands of the next few decades. In addition, finite reserves of fossil fuels and pollution from their combustion requires that alternative sources of energy production be developed. The combination of natural resources in Idaho and presence of the Idaho National Laboratory makes energy a natural area of emphasis. Indeed, the three universities with research capabilities already have extensive research projects in this area. The Center for Advanced Energy Studies (CAES) is an example of the significant investment the three Idaho universities, the University of Wyoming, and the Idaho National Laboratory have made to develop expertise in nuclear science and engineering, materials science and engineering, energy systems design and analysis, fossil carbon conversion, geological systems and applications, energy policy and cybersecurity, and environmental and resource sustainability. Further growth in these areas not only takes advantage of the strong base but strongly supports a positive economic impact through new markets for new product development

Natural Resource Utilization and Conservation: In the broad field of natural resource utilization and conservation, Idaho's universities have expertise in water resources, wildfire management and restoration, agriculture, forestry, recreation, and geophysics and geochemical detection, geographical information systems, and monitoring of groundwater pollutants. For example, university geologists, ecologists, and policy experts are collaborating on broad-ranging research projects that examine and predict the impact of climate change on Idaho's water resources. As water is essential to agriculture, recreation, the ecosystem, and human health, the universities have research strength in an area of tremendous societal and economic impact. Agriculture remains an important part of the economy of Idaho. Development of new biomic varieties with improved resistance to disease and climate change remain an area of importance as does the development of new feeds for domestic fish production. The often competing demands for preservation and exploitation put on the environment require understanding of the various ecosystems in the state and region as well as societal, human health, and

economic impacts of policy decisions. Recent national research imperatives, as particularly captured in National Science Foundation's Innovation at the Nexus of Food, Energy, and Water Systems (INFEWS) foundation-wide program and the Department of Energy's report Water-Energy Nexus: Challenges and Opportunities increasingly require multi-sectoral, multi-disciplinary approaches to problems in natural resource utilization and conservation. The depth and breadth of relevant research expertise in the biophysical, rural health and social science fields within Idaho's universities underscores an opportunity that a national emphasis on food, energy, and water security provides. Provided that enhanced coordination and collaboration between Idaho's universities can be successfully executed, we are particularly well-placed to exhibit national and international leadership at the nexus of food, energy, water system research. The future economic success of the state will rely on a deep understanding of these processes.

Biomedical and Healthcare Sciences: Idaho's universities have well-established research programs in selected areas of biological and biomedical sciences. University microbiologists and informatics experts, for example, study real-time change in pathogenic microorganisms that enable them to become resistant to drugs and chemical toxins thus resulting in worsening human disease and mortality rates. These effects are not restricted to humans, domestic and wild animals as well as food plants and trees are experiencing the same phenomena. Also, weeds are becoming resistant to herbicides. These phenomena are having a significant negative impact on Idaho's agriculture and forests. Further stress is being put on these important commercial sectors through climate variability. Research in these areas is critical for preserving important economic sectors of Idaho's economy while addressing future global needs.

The public health infrastructure in rural Idaho is not well understood but is potentially the most fragile aspect of the state's health care system. The rural environment, especially typical in Idaho where agriculture, manufacturing, and fishing are important or dominant parts of the economy, presents extraordinary threats to health. Agriculture brings the use of pesticides and herbicides as well as heavy and potentially dangerous machinery. Manufacturing – depending on the type – is a consistently hazardous industry, and employees involved in fishing and forestry are at much higher risks of trauma. Healthcare and in particular a focus on rural health, provides significant opportunities for economic development in Idaho. Partnerships with private entities in the healthcare industry, funding through the National Institutes of Health and other federal agencies utilize the natural laboratory of Idaho's rural population. Idaho's universities' contributions towards this emerging area of scholarship will add to the global competitiveness of the United States and the State.

Novel Materials: The global materials industry is worth an estimated \$550 billion, conservatively. Materials revolutionize our lives by offering advanced performance and new possibilities for design and usage. For example, the market for biocompatible materials has grown from a few to \$60B in the past decade. Market size is growing for materials in emerging areas such photonic materials, electronic and dielectric materials, functional coatings, and green materials. Materials research in Idaho is conducted by a wide range of scientists in diverse fields. Across the state, faculty members in Biology, Chemistry, Geosciences, Physics, Electrical Engineering, Mechanical Engineering ,

Nuclear Engineering and Materials Science and Engineering conduct research on improving and developing new materials. Current materials researchers in Idaho cover a broad spectrum of specializations, including semiconductor device reliability, microelectronic packaging, shape memory alloys, DNA machinery, environmental degradation, materials for extreme environments, biomaterials and bio-machinery, materials characterization, and materials modeling. Nanoscale materials and devices, functional materials and their uses and materials for energy applications are a focus of research throughout the state. These areas of research are highly synergistic with local industries and the Idaho National Laboratory (INL). Access to materials characterization equipment and processing laboratories has resulted in collaborations with small businesses and start-up companies.

Systems Engineering and Cybersecurity: Device control, information management, and cybersecurity are an essential part of 21st century life and, therefore, are an important part of educational requirements. For instance, large amounts of sensitive data are collected, processed, and stored electronically but must be accessed and moved in order to have any impact. In fact, many systems are computer controlled through networks. These include such things as the electric transmission grid and transportation in major cities. The universities are beginning to develop research expertise in software development and data management lifecycle design and operations and secure and dependable system design and operations. This area provides a significant area of opportunity for positive economic impact in Idaho, partnerships with the Idaho National Laboratory, and in improving the global competitiveness of the United States. There are already a significant number of firms in Idaho whose interests are in software development for device control, information management and processing. In addition, many of the major research projects being undertaken in the region by various state and federal agencies as well as the universities require the handling of significant amounts of data in a secure and dependable fashion. Currently, research funding in the universities from private and governmental sources is limited by the number of qualified personnel. In addition, within Idaho there is a high demand for graduates at all levels in computer science, hence workforce development in these areas should be a matter of urgency.

EXTERNAL FACTORS: IDAHO RESEARCH ADVANTAGES AND CHALLENGES

There are unique advantages and challenges to research in Idaho. This document seeks to provide guidance on building upon the advantages present in Idaho and address the challenges through the goals in this strategic plan.

Research Advantages

The Idaho National Laboratory (INL) and the Center for Advanced Energy Studies: Idaho is fortunate to be home to the Idaho National Laboratory, one of only 17 U.S. Department of Energy national laboratories in the U.S. The INL's unique history and expertise in nuclear energy, environmental sciences and engineering, alternative forms

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of energy, and biological and geological sciences and related fields provides an excellent opportunity for research collaboration with Idaho's university faculty in the sciences, engineering, business and other fields.

The Center for Advanced Energy Studies (CAES), established at the request of the U.S. Department of Energy, is a public-private partnership that includes Idaho's research universities (Boise State University, Idaho State University, and the University of Idaho), the University of Wyoming, and the Battelle Energy Alliance (BEA), which manages the INL. The CAES partners work together to create unique educational and research opportunities that blend the talents and capabilities of Idaho's universities and the INL. A 55,000 square-foot research facility in Idaho Falls supports the CAES energy mission with laboratory space and equipment for students, faculty, and INL staff in collaborative research projects. The State of Idaho invests \$3M per year in direct support of the three Idaho research universities.

Natural Resources: Idaho's beautiful natural resources are well known to fishermen, hunters, skiers, and other outdoor enthusiasts. Through its rivers, forests, wildlife, geological formations, and rangelands, Idaho itself is a unique natural laboratory for geological, ecological, and forestry studies. Idaho is home to some of the largest tracts of remote wilderness in the lower 48 states. In addition, the proximity of Yellowstone National Park and the Great Salt Lake provide additional one of a kind opportunities for ecology and geology research.

Small Population: Idaho's relatively small population of 1.6 million people enables every group in the state to be included in research surveys, providing more accurate information than a sampling of only some groups.

Intrastate Networks: The existing networks within the state, including agricultural extension services and rural health networks, provide a foundation for collecting research data from across the state, and rapidly implementing new policies and practices as a result of research discoveries.

Research Challenges

The goals set forth in this strategic plan are specifically designed to address challenges in Idaho. These challenges are identified below and include a description of the challenge and the goal from this strategic plan that addresses that specific challenge.

Lack of Coordination Among Universities In Advancing Research and Economic Development (technology transfer): By and large the research universities have not coordinated and shared their technology transfer and economic development activities among themselves. This not only decreases each university's competitiveness at the national and state level but also increases the costs for achieving a particular goal. There is some redundancy in programs, services and infrastructure between the universities. This duplication both limits the success that any one university can achieve and increases the cost.

Historical Competition Between Universities: One of the greatest problems with growing the research and economic development enterprise within the Idaho university arena has been the competitiveness between research universities. This problem existed at all levels within the universities themselves, extended through university administration to the state level, and was even prevalent in the press. While competition between the universities is to be expected when all are competing for a finite pot of money within the state and is even healthy at some level, the level of competition was counterproductive. The real competition that Idaho universities face is other universities in the United States when it comes to research dollars and attracting faculty and students. Economic development is also not a competition between the state universities but rather a competition with other states.

Goal 1 is designed to remedy these two challenges by “increas(ing) research at, and collaboration among Idaho universities and colleges to advance research strengths and opportunities pertaining to critical issues in Idaho, while also providing a vision for national and global impact.”

Competition from Other Universities: In research, university faculty competes nationally for grant funds from federal agencies such as the National Science Foundation, Department of Energy, and the Department of Health and Human Services. Many other states’ universities are well ahead of Idaho’s universities in terms of state funding per student, patent royalty income, endowments, etc., and are able to move ahead at a faster pace, leaving Idaho universities further behind as time goes on.

Goals 1 and 2 are designed to make Idaho’s research universities more competitive nationally and globally through collaboration with each other and by “(strengthening) the relationship between state universities and the private sector.”

University Culture: Each of Idaho’s research universities aspires to greater levels of achievement in research and creative activity, yet many faculty at each of the universities are not fully engaged on a national level in their respective fields. This is changing for the better under new leadership and with new research-active faculty hires at each institution, but these cultural differences remain, resulting in discomfort with change aimed at making the universities more nationally competitive.

While Goal 1 urges the researchers at Idaho’s universities to keep a national and global vision for their research, Goal 4 aims to enhance the research capabilities of faculty by “(enhancing) learning and professional development.”

Private Sector Support: Idaho has very little high-technology industry within its borders. This reduces the potential for developing an applied research initiative within the universities that, in many states, provides one important arm of economic development and technology transfer. This also means that it is much harder to develop those private/public partnerships that provide the universities with additional capital to construct research and technology transfer facilities.

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The private sector plays a critical role in research. Goal 2 states that we will “create research and development opportunities that strengthen the relationship between state universities and the private sector.”

Fragmented Economic Development Initiatives: There are seemingly too many economic development initiatives in Idaho and they are not well coordinated. It is imperative that state, university, and community initiatives work together toward common and agreed to goals. As it is, little progress is being made towards developing an economic strategy for the state that includes the research universities and little money has been secured to drive the economic development process. In fact, it is not uncommon to find that different entities in Idaho are competing against each other.

Positive economic impact is the result of well-organized and collaborative research. It requires strategic planning and execution. Goal 3 indicates that Idaho’s research universities focus on “(contributing) to the positive economic impact of the State of Idaho.”

Conclusion

This statewide Strategic Research Plan for Idaho Higher Education provides a framework to mitigate these external challenges and help Idaho institutions continue to focus on their research strengths. Overcoming the challenges discussed in this document will require enhanced cooperation between the functional groups at each Idaho university, fueled by a desire to work together towards the common goal of improving Idaho’s economy for future generations.

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Performance Measure	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Statewide amount of total annual research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey	\$142,771,851.00	\$146,699,825.00	\$154,989,123.00	Not yet available	10% annual increase
Statewide amount of U.S. Department of Energy (DOE) research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey.	\$13,545,198.00	\$10,116,040.00	\$8,561,218.00	Not yet available	10% annual increase
Number of new fully sponsored project proposals submitted by an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).	77	69	92	119	50% annual increase
Number of new fully sponsored project awards to an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).	53	42	58	70	30% annual increase
Number of new sponsored projects involving the private sector.	183	133	165	163	50% annual increase
Number of technology transfer agreements (as defined by AUTM [Association of University Technology Managers]).	34	50	44	33	15% annual increase
Number of invention disclosures (including plant varieties)	47	29	40	38	1 for every \$2M of research expenditures
Amount of licensing revenues.	\$1,192,007	\$441,071	\$724,316	\$1,271,819	10% annual increase
Number of startup companies.	0	0	8	1	10% annual increase
Number of undergraduate students paid from sponsored projects.	1,383	1,699	1,683	1,811	20% annual increase
Number of graduate students paid from sponsored projects.	860	648	636	716	20% annual increase
Percentage of baccalaureate students who graduated in STEM disciplines and had a research experience.	N/A	N/A	N/A	1	20% annual increase
Number of faculty and staff paid from sponsored projects.	2,050	2,375	2,272	2,383	20% annual increase
K-20 Statewide Stratgic Plan Performance Measures					
Percentage of students participating in undergraduate research.	N/A	N/A	48%	51%	30%
Total amount of research expenditures	73,726,315	101,830,918	102,430,041	98,655,844	
Institution expenditures from competitive Federally funded grants	\$81,951,549	\$106,047,448	\$104,850,624	\$104,822,280	\$112M annually
Institution expenditures from competitive industry funded grants	\$7,748,543	\$7,389,079	\$8,732,410	\$9,681,210	\$7.2M annually
Measure of production of intellectual property:					
Number of startups	0	0	8	1	10% annual increase
Number of patents	13	10	18	4	10% annual increase
Number of student internships	2,109	2,090	2,294	2,186	

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University of Idaho

Performance Measure	FY2014	FY 2015	FY2016	FY2017
Statewide amount of total annual research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey (See Note B below)	\$95,593,851	\$97,492,825	\$102,457,123	\$109,537,485
Statewide amount of U.S. Department of Energy (DOE) research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey.	\$4,613,198	\$3,940,040	\$3,694,218	\$4,128,612
Number of new fully sponsored project proposals submitted by an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).	24	25	18	30
Number of new fully sponsored project awards to an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).	10	14	12	12
Number of new sponsored projects involving the private sector (see Note A below).	68	57	65	65
Number of technology transfer agreements (as defined by AUTM [Association of University Technology Managers]).	7	11	13	5
Number of invention disclosures (including plant varieties)	18	14	18	21
Amount of licensing revenues.	\$1,156,407	\$419,596	\$570,469	\$1,232,588
Number of startup companies.	0	0	0	0
Number of undergraduate students paid from sponsored projects.	489	575	697	696
Number of graduate students supported by sponsored projects	488	574	463	544
Percentage of baccalaureate students who graduated in STEM disciplines and had a research experience. (*Note B*)	58.80%	57.85%	60.40%	65.95%
Number of faculty and staff paid from sponsored projects.	1,153	1,175	1,231	1,269
K-20 Statewide Strategic Plan Performance Measures				
Percentage of students participating in undergraduate research. (*Note B*)	59.60%	61.13%	58.80%	64.58%
Total amount of research expenditures	\$56,385,826	\$54,955,421	\$55,893,584	\$57,114,745
Institution expenditures from competitive Federally funded grants	\$64,567,276	\$63,565,943	\$63,328,954	\$64,092,411
Institution expenditures from competitive industry funded grants (see Note A below).	\$5,674,316	\$5,422,896	\$5,300,451	\$4,801,296
private sector	\$1,452,711	\$1,527,156		
private sector federal flow through	\$4,221,605	\$3,895,740		
Measure of production of intellectual property:				
Number of startups	0	0	0	0
Number of patents	7	7	3	1
Number of student internships	1,326	764	909	879

Performance Measure Explanatory Notes:

through.

Note B - Due to process improvement, previous years have been corrected to reflect correct figures.

	2014	2015	2016	2017
Institution expenditures from competitive industry funded grants (Note A)	\$1,452,711 (a); \$4,221,605 (b)	\$1,527,156 (a); \$3,895,740 (b)	\$1,825,722 (a); \$3,474,729 (b)	\$1,804,800 (a); \$2,996,496 (b)
	2014	2015	2016	2017
Number of new sponsored projects involving the private sector (See Note A above)	53 (a); 15 (b)	45 (a); 12 (b)	47 (a); 18 (b)	47 (a); 19 (b)

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Boise State University

Performance Measure	FY2014	FY 2015	FY 2016	FY 2017
Statewide amount of total annual research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey	\$26,568,000	\$31,341,000	\$32,085,000	Not yet available
Statewide amount of U.S. Department of Energy (DOE) research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey.	4,307,000	\$2,090,000	\$1,745,000	Not yet available
Number of new fully sponsored project proposals submitted by an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction). [1]	33	26	44	60
Number of new fully sponsored project awards to an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).[2]	21	15	19	26
Number of new sponsored projects involving the private sector. [3]	22	22	35	33
Number of technology transfer agreements (as defined by AUTM [Association of University Technology Managers]).	27	38	29	28
Number of invention disclosures (including plant varieties)	16	15	16	14
Amount of licensing revenues.*	\$35,600	\$21,475	\$53,847	\$39,231
Number of startup companies.	0	0	5	0
Number of undergraduate students paid from sponsored projects.	607	807	836	946
Number of graduate students supported by sponsored projects. **				
Percentage of baccalaureate students who graduated in STEM disciplines and had a research experience.**				
Number of faculty and staff paid from sponsored projects.	651	676	784	867
K-20 Statewide Stratgic Plan Performance Measures				
Percentage of students participating in undergraduate research.	29%	29.40%	35.20%	37.40%
Total amount of research expenditures	\$17,340,489	\$20,613,353	\$18,865,799	\$21,094,099
Institution expenditures from competitive Federally funded grants	\$17,384,273	\$21,042,684	\$19,306,479	\$21,172,738
Institution expenditures from competitive industry funded grants	\$2,074,227	\$1,966,183	\$2,020,959	\$2,939,578
private sector	\$134,010	\$266,467		
private sector federal flow through	\$1,940,217	\$1,699,716		
Measure of production of intellectual property:				
Number of startups	0	0	5	0
Number of patents	6	3	4	3
Number of Student internships [4]	411	438	489	394

[1] Represents the number of full proposal submissions that involved a financial relationship

[2] Represents the number of new awards that involved a financial relationship with anothe

[3] Represents the number of new awards that involved a financial relationship with the priv

[4] Internship information is based on estimates by academic year (e.g., FY09=Academic yea

* 2013, 2014 - Licensing revenue includes \$30k/year for Micron Licensing Restriction Agreement and is not considered net for OTT.

**Undergraduate and Graduate student totals have been combined into one line as BSU does not have the ability to break this information out.

	2014	2015	2016	2017
Institution expenditures from competitive industry funded grants	a. \$134,009.76 b. \$1,940,216.83	a. \$266,467.06 b. \$1,699,715.80	a. \$562,457.27 b. \$1,458,502.01	a. \$681,146.82 b. \$2,258,431.54

	2014	2015	2016	2016
Number of new sponsored projects involving the private sector. [3]	a) 10; b) 12	a) 10; b) 12	a) 22; b) 13	a) 17; b) 16

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Idaho State University

Performance Measure	FY 2014	FY 2015	FY 2016	FY 2017
Statewide amount of total annual research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey	\$20,610,000	\$17,866,000	\$20,447,000	\$18,564,000
Statewide amount of U.S. Department of Energy (DOE) research and development expenditures as reported in the National Science Foundation (NSF) Higher Education Research and Development Survey.	\$4,625,000	\$4,086,000	\$3,122,000	\$3,290,000
Number of new fully sponsored project proposals submitted by an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).	20	18	30	29
Number of new fully sponsored project awards to an Idaho University that involve a subaward with another Idaho institution of higher education (in either direction).	22	13	27	32
Number of new sponsored projects involving the private sector.	93	54	65	65
Number of technology transfer agreements (as defined by AUTM [Association of University Technology Managers]).		1	2	0
Number of invention disclosures (including plant varieties)	13	0	6	3
Amount of licensing revenues.	0	0	\$100,000	\$0
Number of startup companies.	0	0	3	1
Number of undergraduate students paid from sponsored projects.	287	317	150	169
Number of graduate students supported by sponsored projects	372	74	173	172
Percentage of baccalaureate students who graduated in STEM disciplines and had a research experience.		71%	13%	12%
Number of faculty and staff paid from sponsored projects.	246	524	257	247
K-20 Statewide Strategic Plan Performance Measures				
Percentage of students participating in undergraduate research.		41%	45%	45%
Total amount of research expenditures		\$26,262,144	\$27,670,658	\$20,447,000
Institution expenditures from competitive Federally funded grants		\$21,438,821	\$22,215,191	\$19,557,131
Institution expenditures from competitive industry funded grants			\$1,411,000	\$1,940,336
Measure of production of intellectual property:				
Number of startups	0	0	3	1
Number of patents	0	0	11	0
Number of Student internships	372	888	896	913

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS FEBRUARY 15, 2018

Sponsored Project Activity Report FY2017

Awards for the Period July 1, 2016 through June 30, 2017

Activity Type		Federal	State	Industry	Other	Total	% of Grand Total
Instruction:							
	Sponsored Programs	\$ 4,981,422	\$ 561,397	\$ -	\$ 136,550	\$ 5,679,369	
	State Instruction Appropriations	\$ -	\$ 73,000	\$ -	\$ -	\$ 73,000	
	Subtotal Instruction	\$ 4,981,422	\$ 634,397	\$ -	\$ 136,550	\$ 5,752,369	11.47%
Research:							
	Sponsored Programs	\$ 26,039,886	\$ 1,692,189	\$ 1,033,072	\$ 1,265,066	\$ 30,030,213	
	State Research Appropriations	\$ -	\$ 34,198	\$ -	\$ -	\$ 34,198	
	Subtotal Research	\$ 26,039,886	\$ 1,726,387	\$ 1,033,072	\$ 1,265,066	\$ 30,064,411	59.96%
Other Sponsored Activities:							
	Sponsored Programs	\$ 9,205,382	\$ 2,331,703	\$ 69,369	\$ 2,714,647	\$ 14,321,101	
	State Other Sponsored Activities Appropriations	\$ -	\$ -	\$ -	\$ -	\$ -	
	Subtotal Other Sponsored Activities	\$ 9,205,382	\$ 2,331,703	\$ 69,369	\$ 2,714,647	\$ 14,321,101	28.56%
Grand Totals		\$ 40,226,690	\$ 4,692,487	\$ 1,102,441	\$ 4,116,263	\$ 50,137,881	
Percent of Grand Total		80.23%	9.36%	2.20%	8.21%	100%	100%

Expenditures for the Period July 1, 2016 through June 30, 2017

Activity Type		Federal	State	Industry	Other	Totals	% of Grand Total
Instruction:							
	Sponsored Programs	\$ 4,258,320.86	\$ 1,062,914.01	\$ -	\$ 51,008.43	\$ 5,372,243.30	
	State Instruction Appropriations	\$ -	\$ 755,597.12	\$ -	\$ -	\$ 755,597.12	
	Subtotal Instruction	\$ 4,258,320.86	\$ 1,818,511.13	\$ -	\$ 51,008.43	\$ 6,127,840.42	15.63%
Research:							
	Sponsored Programs	\$ 18,266,576.77	\$ 1,056,920.41	\$ 665,082.90	\$ 1,105,519.09	\$ 21,094,099.17	
	State Research Appropriations	\$ -	\$ 637,523.69	\$ -	\$ -	\$ 637,523.69	
	Subtotal Research	\$ 18,266,576.77	\$ 1,694,444.10	\$ 665,082.90	\$ 1,105,519.09	\$ 21,731,622.86	55.44%
Other Sponsored Activities:							
	Sponsored Programs	\$ 8,084,243.69	\$ 1,472,134.40	\$ 41,548.04	\$ 1,729,806.50	\$ 11,327,732.63	
	State Other Sponsored Activities Appropriations	\$ -	\$ 10,473.18	\$ -	\$ -	\$ 10,473.18	
	Subtotal Other Sponsored Activities	\$ 8,084,243.69	\$ 1,482,607.58	\$ 41,548.04	\$ 1,729,806.50	\$ 11,338,205.81	28.93%
Grand Totals		\$ 30,609,141.32	\$ 4,995,562.81	\$ 706,630.94	\$ 2,886,334.02	\$ 39,197,669.09	
Percent of Grand Total		78.09%	12.74%	1.80%	7.36%	100%	100%

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**FEBRUARY 15, 2018****Idaho State University****Office for Research****Award Breakdown by Funding Agency Type and Project Type****July 1, 2016 through June 30, 2017**

	Federal	State	Industry	Other/Foundation	Totals	Percent of Total
Research	4,048,931	1,352,895	4,439,908	729,344	10,571,078	49%
Training and Instruction	3,096,069	3,883,184	1,101,287	204,136	8,284,676	39%
Other/Public Service	613,569	937,937	743,020	211,391	2,505,917	12%
Totals	7,758,569	6,174,016	6,284,215	1,144,871	21,361,671	100%
Percent of Total	36%	29%	29%	5%	100%	

File Name: ISU OR Annual Awards FY17

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

IDAHO STATE UNIVERSITY

8/25/2017

**SPONSORED PROJECT EXPENDITURE REPORT
FY2017**

Expenditures for the Period July 1, 2016 through June 30, 2017

	Federal	State	Industry	Other	Totals	
Training and Instruction	\$6,467,778	\$1,134,101	\$293,642	\$140,654	\$8,036,175	34%
Research	\$11,183,772	\$268,229	\$1,088,579	\$245,016	\$12,785,596	54%
Other/Public Service	\$1,905,581	\$368,150	\$558,115	\$62,916	\$2,894,762	12%
Totals	\$19,557,131	\$1,770,480	\$1,940,336	\$448,586	\$23,716,533	
Percent of Total	82%	7%	8%	2%	100%	100%

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

FEBRUARY 15, 2018

IDAHO STATE UNIVERSITY

8/25/2017

SPONSORED PROJECTS ANNUAL REPORT
Expenditure Comparison by College
Fiscal Years 2017 and 2016

AMOUNT PER FUNDING TYPE

COLLEGE or UNIT	FY 2017				FY 2016			
	FEDERAL	STATE	OTHER	TOTAL	FEDERAL	STATE	OTHER	TOTAL
COLLEGE OF ARTS AND LETTERS	1,395,057	4,702	83,295	1,483,054	1,152,970		93,586	1,246,556
COLLEGE OF BUSINESS	237,790	214,546	234,429	686,765	237,538	238,847	202,176	678,561
COLLEGE OF EDUCATION	1,132,072	880,983	34,526	2,047,581	1,119,923	875,393	53,159	2,048,475
COLLEGE OF SCIENCE AND ENGINEERING	4,841,321	91,073	270,829	5,203,223	4,955,380	80,958	342,330	5,378,668
DIVISION OF HEALTH SCIENCES	3,738,032	16,036	683,274	4,437,342	5,757,465	159,297	410,967	6,327,729
COLLEGE OF TECHNOLOGY	1,208,757	255,990	57,472	1,522,219	1,543,475	193,681	174,992	1,912,148
RISE	638,492		293,578	932,070	1,741,286		1,002,437	2,743,723
ACADEMIC AFFAIRS			23,757	23,757				0
ISU ADMINISTRATION		26,305		26,305	433,103	61,428		494,531
ISU MERIDIAN PROGRAMS	234,616	1,250		235,866	136,250	414,926	36,633	587,809
ISU LIBRARY	500			500	21,063		3,362	24,425
IDAHO MUSEUM OF NATURAL HISTORY	105,965	53,708		159,673	182,986		65,498	248,484
STUDENT SERVICES	1,760,609	3,180	92,632	1,856,421	1,531,417	68,318	98,474	1,698,209
OFFICE OF RESEARCH	4,263,919	222,707	615,131	5,101,757	3,402,333	205,850	673,157	4,281,340
	19,557,131	1,770,480	2,388,922	\$23,716,533	22,215,191	2,298,697	3,156,770	\$27,670,658

**Federal includes direct and pass through federal dollars

**State is non federal funds from the State of Idaho

**Other is everything not in the above categories

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

FEBRUARY 15, 2018

University of Idaho - FY2017 Research Activity Report

Awards for the Period July 1, 2016 through June 30, 2017

	Federal	State of Idaho	Industry	Other	Total	% of Grand Total	% of Sponsor Total
Instruction:							
Sponsored Programs	\$ 2,436,518.00	\$ -	\$ 55,300.00	\$ 40,500.00	\$ 2,532,318.00		3%
	\$ 2,436,518.00	\$ -	\$ 55,300.00	\$ 40,500.00	\$ 2,532,318.00	2%	
Research:							
Sponsored Programs	\$ 46,287,492.58	\$ 2,929,260.52	\$ 1,883,825.61	\$ 4,841,089.89	\$ 55,941,668.60		72%
Federal Land Grant Appropriations (FFY17)	2,722,886.00				2,722,886.00		
State Research/Endowment Appropriations		28,761,886.92			28,761,886.92		
Subtotal Research:	\$ 49,010,378.58	\$ 31,691,147.44	\$ 1,883,825.61	\$ 4,841,089.89	\$ 87,426,441.52	71%	
Public Service:							
Sponsored Programs	\$ 16,517,588.42	\$ 1,506,596.00	\$ 5,000.00	\$ 1,479,776.73	\$ 19,508,961.15		25%
Federal Land Grant Appropriations (FFY17)	2,932,863.00				2,932,863.00		
State Extension Appropriations		11,171,943.50			11,171,943.50		
Subtotal Public Service:	\$ 19,450,451.42	\$ 12,678,539.50	\$ 5,000.00	\$ 1,479,776.73	\$ 33,613,767.65	27%	
Construction:							
Sponsored Programs	-	-	-	-	-	0%	0%
Total Sponsored Programs Funding	\$ 65,241,599.00	\$ 4,435,856.52	\$ 1,944,125.61	\$ 6,361,366.62	\$ 77,982,947.75		
Percent of Total Sponsored Programs	84%	6%	2%	8%	100%		100%
Grand Total of All Funding Per Category	\$ 70,897,348.00	\$ 44,369,686.94	\$ 1,944,125.61	\$ 6,361,366.62	\$ 123,572,527.17		
Percent of All Funding	57%	36%	2%	5%	100%	100%	

Expenditures for the Period July 1, 2016 through June 30, 2017 (includes accruals)

	Federal	State of Idaho	Industry	Other	Institutional	Total	% of Grand Total	% of Sponsor Total
Instruction:								
Sponsored Programs	\$ 2,344,799.36	\$ 196,525.52	\$ 71,284.69	\$ 235,141.91	\$ 540,449.78	\$ 3,388,201.26		4%
	\$ 2,344,799.36	\$ 196,525.52	\$ 71,284.69	\$ 235,141.91	\$ 540,449.78	\$ 3,388,201.26	2%	
Research:								
Sponsored Programs	\$ 48,163,612.53	\$ 2,813,120.91	\$ 1,802,653.85	\$ 4,230,199.00	\$ 8,606,224.48	\$ 65,615,810.77		73%
Federal Land Grant Appropriations (D11315,D11316)	2,630,129.48					2,630,129.48		
State Research Appropriations (D11311,D51346,D51360)		21,410,433.93				21,410,433.93		
State Endowment/Other Appropriations		6,913,604.93				6,913,604.93		
Other Sources	141,283.97		226,980.94	3,960,992.15	8,638,248.48	12,967,505.54		
Subtotal Research:	\$ 50,935,025.98	\$ 31,137,159.77	\$ 2,029,634.79	\$ 8,191,191.15	\$ 17,244,472.96	\$ 109,537,484.65	75%	
Public Service:								
Sponsored Programs	\$ 15,330,974.59	\$ 1,276,348.26	\$ 5,000.00	\$ 1,293,248.49	\$ 2,676,983.09	\$ 20,582,554.43		23%
Federal Land Grant Appropriations (D21325)	2,324,593.08					2,324,593.08		
State Extension Appropriations (D1321)		10,884,385.54				10,884,385.54		
Other Sources				-	68,766.21	68,766.21		
Subtotal Public Service:	\$ 17,655,567.67	\$ 12,160,733.80	\$ 5,000.00	\$ 1,293,248.49	\$ 2,745,749.30	\$ 33,860,299.26	23%	
Construction:								
Sponsored Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Total Sponsored Programs Funding	\$ 65,839,386.48	\$ 4,285,994.69	\$ 1,878,938.54	\$ 5,758,589.40	\$ 11,823,657.35	\$ 89,586,566.46		
Percent of Total Sponsored Programs	74%	5%	2%	6%	13%	100%		100%
Grand Total of All Funding Per Category	\$ 70,935,393.01	\$ 43,494,419.09	\$ 2,105,919.48	\$ 9,719,581.55	\$ 20,530,672.04	\$ 146,785,985.17		
Percent of All Funding	48%	30%	1%	7%	14%	100%	100%	

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

FY 2016 INFRASTRUCTURE REPORT SUMMARY - BSU

	Total \$	Detailed Allocations
<i>Library Support</i>		
<i>Graduate Research Assistantships / Research Associates</i>	\$100,000	Graduate College / Chemistry Graduate Assistants
<i>Post-Doctoral Fellows</i>		
<i>Technician Support</i>		
<i>Maintenance Contracts</i>		
<i>Research Equipment / Project Support</i>		
<i>Competitively Awarded Summer Research Support</i>		
<i>Start-Up Funds for New Hires</i>	\$23,194	COEN funds for researcher Liz Godwin
<i>Incentives to Reward Faculty for Research Achievements</i>		
<i>Other</i>	\$126,806	Salary /Fringe for Tech Transfer Director / Patent officer
Total Allocation	\$250,000	

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018

FY 2016 INFRASTRUCTURE REPORT SUMMARY - BSU

	Detailed Allocations
<i>Publications in Refereed Journals</i>	
<i>Presenations at Professional Meetings and Conferences</i>	
<i>Grants Received as a Result</i>	
<i>Grants Pending</i>	
<i>Student Participation</i>	
<i>Faculty Participation</i>	
<i>Other Participation</i>	
<i>Patents Awarded</i>	
<i>Patents Pending</i>	

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

FY 2016 INFRASTRUCTURE REPORT SUMMARY - ISU

	Total \$	Detailed Allocations
<i>Library Support</i>	\$0	
<i>Graduate Research Assistantships / Research Associates</i>	\$0	
<i>Post-Doctoral Fellows</i>	\$0	
<i>Technician Support</i>	\$0	
<i>Maintenance Contracts</i>	\$0	
<i>Equipment: Research Data Center</i>	\$221,191	<p>Research computer and network equipment was purchased, configured, and installed. This included: 10/40 Gbps Intra-RDC network connectivity, 40 Gbps switch, Multiple 10 Gbps connections between servers, switches, and storage (i.e., 10 Gbps to each server, with 40 Gbps network connectivity in the data center to minimize bottlenecks)</p> <p>Redundant (2x10 Gbps) connection between RDC and IRON</p> <p>Data Transfer Node built on Globus architecture to facilitate faster file transfers, Three (3) racks</p> <p>One (1) Dell FC830 server</p> <p>256 GB RAM, 4- 2.1 GHz Intel Xeon E5 4660 processors (56 cores total)</p> <p>Two (2) Dell FC360 servers</p> <p>256 GB RAM, 2- 2.4 GHz Intel Xeon E5 2630 processors (16 cores total)</p> <p>Research disk storage</p> <p>83 TB total (18 TB SSD, 65 TB SATA)</p>
<i>CERE Van Kity Lohse</i>	\$7,979	Van for transporting equipment, faculty, staff, and students to research project sites.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

Equipment: EAMES Microscopy Lab	\$20,832	P0024115 Superior Technical Services, Inc Viper Quad Board surplus FEI ON 4035 268 00410-- Work Order 7171-1 Mark Norviel IT----FEI Co: Microscope Cntrl SFWR PK UPGRD Dual Beam Micrscp tag#089465--Kurt J Lesker Co: 6flnae, 6 cntr rings, 6 clamps, 2 adampters, 2 pumps, 2 centering rings.Upgrade, ---PO0024153:Configure and Test DB835 PC to xP 3.8--- Vacuum gauge
Competitively Awarded Summer Research Support		
Start-Up Funds for New Hires		
Incentives to Reward Faculty for Research Achievements		
Other		
Total Allocation	\$250,003	

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

FY 2016 INFRASTRUCTURE REPORT SUMMARY - ISU

	Detailed Allocations
<i>Publications in Refereed Journals</i>	No publications have been printed/accepted at this point describing the use of the Research Data Center at this point. Publications are anticipated in the future.
<i>Presenations at Professional Meetings and Conferences</i>	The Research Data Center was introduced and described at two Idaho State University faculty/researcher meetings and at one National Science Foundation XSEDE regional meeting.
<i>Grants Received as a Result</i>	One grant (contract) has been received that was enabled by the development of the Research Data Center. This was a computationally intensive project funded by Idaho Transportation Department to process both LiDAR and aerial imagery for their District 5.
<i>Grants Pending</i>	Two grants are pending that will rely upon and make extensive use of the RDC should they be funded. One has been submitted to NASA and the other to the National Science Foundation.
<i>Student Participation</i>	4 students utilizing van for research site travel. No students have been directly involved in using the Research Data Center to date.
<i>Faculty Participation</i>	Three ISU faculty are currently using the RDC with more expected in the fall semester. faculty using the CERE Van 4
<i>Other Participation</i>	Contract with Advanced Fibers in Idaho Falls for analysis.
<i>Patents Awarded</i>	n/a
<i>Patents Pending</i>	n/a

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

FY 2016 INFRASTRUCTURE REPORT SUMMARY - LCSC

	Total \$	Detailed Allocations
<i>Library Support</i>	\$26,500	
<i>Graduate Research Assistantships / Research Associates</i>	\$7,500	11th Annual Lewis-Clark State College Research Symposium
<i>Post-Doctoral Fellows</i>	\$0	
<i>Technician Support</i>	\$0	
<i>Maintenance Contracts</i>	\$0	
<i>Research Equipment</i>	\$0	
<i>Competitively Awarded Summer Research Support</i>	\$6,000	Forest Grove Police Log film; Hells Canyon Institute
<i>Start-Up Funds for New Hires</i>	\$0	
<i>Incentives to Reward Faculty for Research Achievements</i>	\$17,608	Grant-writing incentive stipends: 14
<i>Other</i>	\$17,392	Qualitrix subscription; KRUMP research materials; AmeriCorps match
Total Allocation	\$75,000	

FY 2016 INFRASTRUCTURE REPORT SUMMARY - LCSC

	Detailed Allocations
<i>Publications in Refereed Journals</i>	KRUMP: Davis, C.A. (2015). Abstract #20524, KRUMP: Case-study on Inner-city Origins, Applications and Diverse Demographics Transference: Special Preconvention Supplement to Research Quarterly for Exercise and Sport (March). Davis, C.A. (2015). Abstract #20524, KRUMP: Case-study on Inner-city Origins, Applications and Diverse Demographics Transference: Special Preconvention Supplement to Research Quarterly for Exercise and Sport (March). Davis, C.A. (2015). Abstract #20524, KRUMP: Case-study on Inner-city Origins, Applications and Diverse Demographics Transference: Special Preconvention Supplement to Research Quarterly for Exercise and Sport (March). Upper Division Math NSF: SIAM ED16 in Philadelphia, AMS section meeting. In Pullman, MAA section meeting at Gonzaga, Joint math meeting 3 presentations: Poster presentation for NSF IUSE projects, NSF DUE invited session, CODEE session on Differential Equations education.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

	Detailed Allocations
Presenations at Professional Meetings and Conferences	<p>KRUMP: International Presentations: Davis, C.A. (2017). Research Session: What is BLISS? Origins, Applications, and Outcomes, International Council for Physical Education, Recreation, Sport, and Dance, (ICPER*SD), Boston, MA Davis, C.A. (2017). Active Session: The BLISS Instructional Model Traditional Dance Teaching Methods Made Stronger, International Council for Physical Education, Recreation, Sport, and Dance, (ICPER*SD), Boston, MA National Presentations: Davis, C.A. (2017). Active Session: Cultural Dance + Props = Stress Release in Students, National Dance Society (NDS): Norfolk, VA Davis, C.A., Hodges, W., Cooper, D., Davis, G.M., Coffelt, E. (2017). Research and Active Session: DC KRUMP: Fun, Exercise & Healing with LA/Idaho Demolition Crew! Society for Health and Physical Education in America National Conference (SHAPE America): Boston, MA Davis, C.A. (2016). Research and Active Session: The BLISS Instructional Model Traditional Dance Teaching Methods Made Stronger, National Dance Society (NDC): College Station, TX Davis, C.A. (2016). Research and Active Session: Express the True You! KRUMP Street Dance, Helping At-Risk Youth, National Dance Society (NDS): College Station, TX Davis, C.A., Brown, J. (2016). Research and Active Session #0604-000726: West Coast KRUMP: BLISS Teaching Tools and Tight New Moves!, Society for Health and Physical Education in America National Conference (SHAPE America): Minneapolis, MA Davis, C.A., Brown, J., Rios, N., (2015). Active Session, ID #60127: KRUMP Creators: West Coast Crews Bring Fresh Moves to Class, National SHAPE America Convention, Seattle, WA Regional Presentations: Davis, C.A. (2014-17). Street Dance/KRUMP? Invited guest artist, Lionel Hampton Jazz Festival, University of Idaho, Moscow, ID State Presentations: Davis, C.A. (2016). Research Session: KRUMP, Cross-fit, & Traditional PE, with at-risk teens in a residential treatment facility, Idaho Conference on Undergraduate Research (ICUR), Boise, ID Local Presentations: Davis, C.A., Brown, J. (2015). Invited presenter: KRUMP, Teen Power, Lewiston, ID </p> <p>INBRE Pilot Project Latta: The effects of spontaneous mutation on neural function. INBRE Annual Conference The effects of mutation on agerelated changes in protein aggregation. ICUR Annual Conference The effects of spontaneous mutation on neural function. SSE/SSB/ASN Annual Meeting INBRE Pilot Project Stoffregen: Poster presented at 2017 INBRE statewide research conference Invited talk at 2017 INBRE statewide research conference Invited talk at 2017 RAIN (Regional Association of INBRE Networks)</p>
Grants Received as a Result	

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

	Detailed Allocations
<i>Grants Pending</i>	
<i>Student Participation</i>	Krump: 3; INBRE Pilot Project Latta: 5; INBRE Pilot Project Stoffregen: 6; Research Symposium: 258
<i>Faculty Participation</i>	Forest Grove Police Log: 1; KRUMP: 2; INBRE Pilot Project Latta: 2; INBRE Pilot Project Stoffregen: 3; Research Symposium: 39
<i>Other Participation</i>	Forest Grove Police Log: 5; KRUMP: 4; Upper Division Math: Marie Snipes at Kenyon college (PI), Thomas Asaki at WSU (PI), Chris Camfield (PI), Jodi Frost (educational consultant), Carol Schumacher (Beta tester), Jason Siefken (Beta tester), Amanda Harsy-Ramsay (Beta tester), and Catherine Socha (Tested modules in a high school); Research Symposium: 1 - Dr. John Ruche
<i>Patents Awarded</i>	
<i>Patents Pending</i>	

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018
FY 2017 INFRASTRUCTURE REPORT SUMMARY-UI**

	Total \$	Detailed Allocations
<i>Library Support</i>	\$0	
<i>Graduate Research Assistantships / Research Associates</i>	\$36,321	\$34,180 - 1 graduate assistant; \$2,141 - 1 research associate
<i>Post-Doctoral Fellows</i>	\$12,071	
<i>Technician Support</i>	\$82,458	\$30,813 -Glass Blower provides repair and construction services to UI labs; \$18,348 Mass Spec Unit - Mass Spectrometry Director provides research support to UI labs; \$33,297 - Optical Imaging Director provides research support to UI labs
<i>Maintenance Contracts</i>	\$0	
<i>Equipment</i>	\$78,736	\$45,805 - Noran System 7 Spectral Acquisition and Imaging Microscope; \$17,736- Equipment to build a pilot scale facility for gluocosinate extraction; \$15,195 - Fish tanks
<i>Start-Up Funds for New Hires</i>	\$0	
<i>Incentives to Reward Faculty for Research Achievements</i>	\$0	
<i>Other</i>	\$77,903	\$72,276 - Postdoctoral fellow promoted to faculty working on EPSCoR director's research projects; \$52 - conference room operating expenses; \$1,751 - circuit installation for Noran Microscope; \$3,824 - IGERT PhD candidate recruitment
<i>Total Allocation</i>	\$287,489	

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

FY 2017 INFRASTRUCTURE REPORT SUMMARY-UI

	Detailed Allocations
<i>Publications in Refereed Journals</i>	8
<i>Presenations at Professional Meetings and Conferences</i>	6
<i>Grants Received as a Result</i>	3
<i>Grants Pending</i>	3
<i>Student Participation</i>	34
<i>Faculty Participation</i>	21
<i>Other Participation</i>	1 commerical partner interested in licensing the glugosinate extraction technology and building a commercial plant; 1 commerical partner is interested in purchasing the product from the first commercial partner; 4 PhD Candidates; community outreach.
<i>Patents Awarded</i>	n/a
<i>Patents Pending</i>	1

NOTE: The glassblower, Mass Spectrometry Core and the Optical Imaging Core provide services to research laboratories, which affects research activities of students, faculty and staff, including publications, presentations, and grants. 30 students and 20 faculty hosted 6 PhD candidates (two were current UI students) for the Integrative Graduate Education & Research Traineeship (IGERT) program. One faculty member was active in community outreach for Boise River flood control. FY17 begining balance was \$305,880; \$287,489 were expensed. Remaining \$18,391 were obligated to finish pilot scale facility for gluocosinate extraction and partial purchase of a Droplet Digital Polymerase Chain Reaction equipment.

FY 2018 Allocation of HERC Funds

		Total Proposed
		\$4,163,200 Allocation
	HERC IGEN	1,900,000
	Infrastructure Funds	825,000
	Matching Grants (EPSCoR Match)	800,000
	Incubation Fund	435,500
	Undergraduate Research	200,000
	Administrative Costs	2,700
Total		\$4,163,200
Balance		\$0
<hr/>		
IGEM Funds		\$0
BSU	IGEM16-01, IGEN 16-02	\$1,200,000
ISU		\$0
UI	IGEM17-01	\$700,000
LCSC		\$0
Transfer to Targeted Research		\$0
Total IGEN		\$1,900,000
<hr/>		
Research Infrastructure Funds		\$0
BSU		\$250,000
ISU		\$250,000
UI		\$250,000
LCSC		\$75,000
Total Infrastructure		\$825,000
<hr/>		
Matching Award Grants		
NSF-EPSCoR (Managing Idaho's Landscapes for Ecosystem Services - \$20M)		\$800,000
(2013 - 2018)		
Total Matching Grants		\$800,000
<hr/>		
Targeted Research		\$0
Idaho Incubation Fund (7th round)		
BSU		\$243,100
ISU		\$49,800
UI		\$142,600
Transfer in		
Total Targeted Research		\$435,500
<hr/>		
Undergraduate Research		
Total Undergraduate Research		\$200,000

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018

Administrative Costs

FY18 Administrative Costs

\$2,700

Total Administrative Costs

\$2,700

Total Budget / Allocation

\$4,163,200

NOTES

Idaho Incubation Fund Program Progress Report Form

Proposal No. IF18-001
Name: Kevin Feris and Erik Coats
Name of Institution: Boise State University
Project Title: Operation, Optimization, and Evaluation of a Pilot Scale
Algae Resource Recovery Unit
Reporting Period: July 1, 2017 to June 30, 2018

Information to be reported in your progress report is as follows (attach additional information as needed):

1. Summary of project accomplishments for the period just completed and plans for the coming reporting period:

Task 1 – Continue operations and data acquisition from of the ARR
U for a full growing season (i.e. through September/October 2018):

The ARR was operated continuously into September 2017. Operations ended 9-4-17 as night time temperatures were becoming cool, the lagoon water required for one of our treatments was no longer available (the UI dairy had conducted their annual lagoon draining to irrigate local fields), and smoke from wildfires in the region made it unsafe to work outdoors. We focused our efforts on sample analysis and data interpretation. As of 12-18-17 we have completed our algal biomass productivity measures (Figure 1) and our nutrient uptake measurements (Figure 2). Here we present just results of phosphorus uptake, however nitrogen uptake rates illustrate similar patterns. On-going work is measuring the biomass quality of the cultivated algal biomass

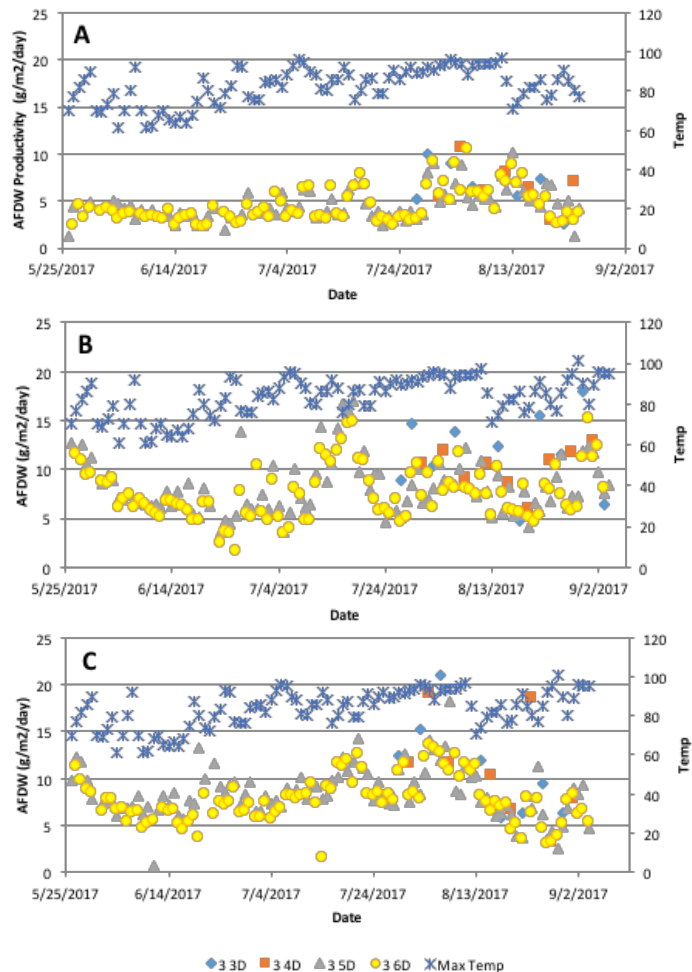


Figure 1. Algal biomass produced in the ARR across all three treatments (A: Lagoon water; B: AD/PHA effluent mixture (10:90); C: 100% PHA effluent) measured as ash free dry weight (AFDW) and maximum daily temperature.

(i.e. protein content, carbohydrate content, lipid content, and ash content). Information integrated across the full growing season run will be used to estimate capital and operating costs for a full scale ARRU and inform presentation of value propositions for potential commercialization.

Project plans for reporting period 1-1-18 to 6-30-18:

During the final six months of this project we will complete our analysis of the ARRU samples collected during the spring/summer/fall 2017 operational period. This will include finalizing our measures of biomass quality, nutrient capture, and biomass productivity. We will compare these measures to environmental and operational factors monitored during the operational period as a means by which to better understand the limits on algal productivity and nutrient capture. These analyses will then also be used to make projections of the economic potential of the technology when operated as a stand alone system as in concert with a PHA/AD treatment system. These projections will then be used to estimate the economic potential of our integrated system and subsequently be used to present the value of the technology to potential commercial partners.

2. Summary of budget expenditures for the period just completed (include project burn rate):

\$26,134 of the awarded \$34,198 has been expended as of 11-14-17. This represents 76% of the project budget. Given that the majority of the experimental work associated with this proposal was slated to occur between 7-1-17 and 9-30-17 associated with

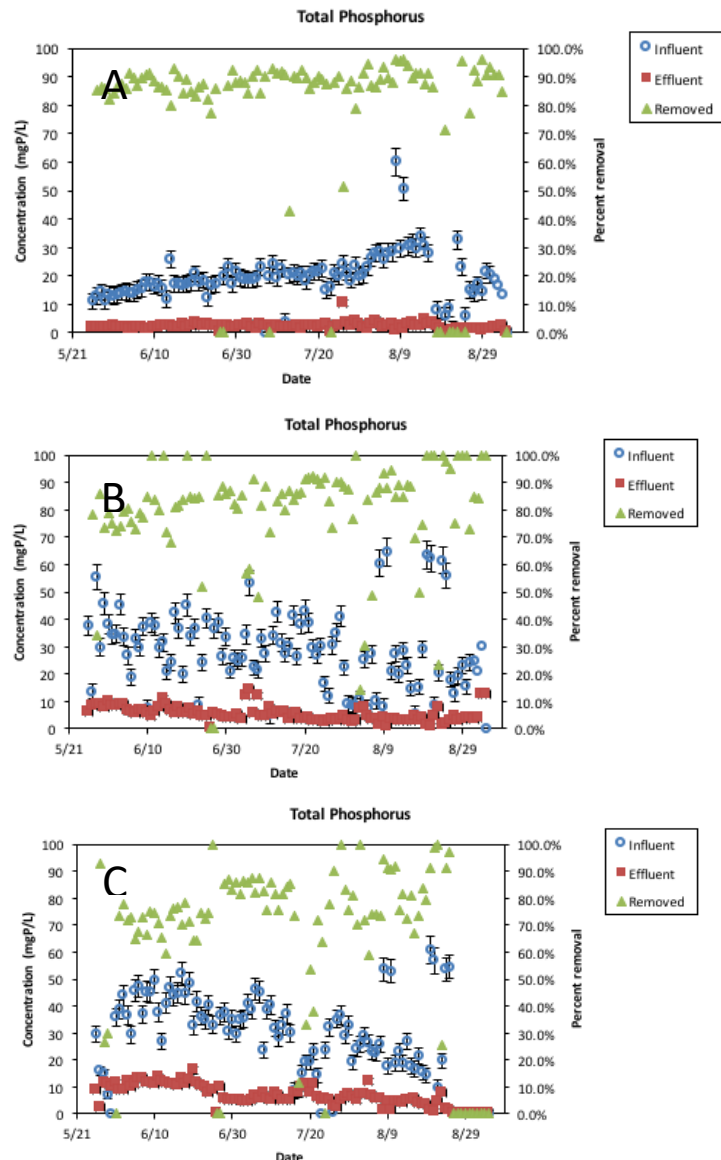


Figure 2. Nutrient update (i.e. Total Phosphorus removal) by the ARRU across all three treatments (A: Lagoon water; B: AD/PHA effluent mixture (10:90); C: 100% PHA effluent) for the full duration of operation.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

system operations, it is appropriate for the majority of the funding to be expended during this period. The remaining budget will be expended during the 2nd half of the project to support the remaining data collection and data analysis.

3. Numbers of faculty and student participation resulting from the funding, including internships:

2 tenured faculty:

Dr. Kevin Feris (Boise State University) and Dr. Erik Coats (University of Idaho)

1 PhD student

Nicholas Guho (University of Idaho)

5 Undergraduate research assistants

Gary Dunn (Boise State University)

Katie Maries (University of Idaho)

Alex Crozes (University of Idaho)

Cody Barrick (University of Idaho)

Andrew Blanchard (University of Idaho)

Kyle Allen (University of Idaho)

1 Research Scientist

Cindi Brinkman (University of Idaho)

4. List patents, copyrights, plant variety protection certificates received or pending:

No invention disclosures, patents, copyrights, etc. have been filed as of yet for this project. However, our on-going analyses may yield opportunities for such filings, we are not currently ready to pursue such activities.

5. List technology licenses signed and start-up businesses created:

No technology licenses or start up businesses have been filed or created as of yet for this project. However, we are actively discussing how to pursue commercialization of the technology optimized in this project. However, we will need to finalize our data analysis to as part of that discussion to finalize our strategies.

Status of private/industry partnerships (include enough information to judge level of engagement):

As part of this project we are pursuing development of a Industrial advisory group (IAG) as a means by which to present our findings, gather feedback on the viability of the ideas in real world applications, and seek input on our plans for future commercialization. Our overall goal is to leverage the expertise of these industry professionals to help realize technology commercialization. Currently we are assembling an IAG associated with a new USDA award that consists of members of the Idaho Dairywomen's Association and the Washington Dairy Products Commission. We will leverage this group for discussions of the work performed associated with this project as well.

6. Any other pertinent information that will indicate to the council that the project is meeting satisfactory progress.

History and on-going success of the collaboration between Drs. Feris and Coats:

Dr. Feris and Dr. Coats have been collaborating for approximately 10 years on wastewater to biopower-bioplastics-algae systems. We have received funding through the US Department of Agriculture (USDA), Idaho National Laboratory (INL) and the Center for Advanced Energy Studies (CAES), and the Environmental Protection Agency (EPA) in support of this work.

The ARRU pilot-scale system we constructed as part of our prior SBOE award and continued operation and optimization of as part of this project was recently used as the basis for successfully pursuing additional extramural research funding. We recently received word that a pending proposal at the USDA has been selected for funding. That proposal was in part supported by the preliminary data generated from our ARRU and will allow us to continue the work and system optimization well beyond the scope of the project supported by the SBOE. We are optimistic that the SBOE funding coupled with additional USDA support will yield novel insights and further allow us to bring the combined PHA-AD-Algae technology to commercialization.



IGEMs/HERC Project Status Report Idaho Infrastructure Proposal

Semi-Annual Progress Report

December, 18th 2017

Proposal No.	AHRC42
P.I. Name:	Jon Stoner
Name of Institution:	Idaho State University/ Idaho Accelerator Center
Project Title:	Infrastructure to support Active Pharmaceutical Ingredient designation for ⁶⁷ Cu.

Executive Summary:

During the first half of the FY17 work was executed on key quality indices as required by FDA guidelines for Active Pharmaceutical Ingredient cGMP processing “ [Q7 Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients, Guidance for Industry.](#)” The items worked on were:

- 1). Measurement and qualification methods for verifying activity of the sample and cleanliness of the clean room
- 2). Required documents listing for API certification
- 3). Process run tracking and documentation
- 4). RFQ for submission to FDA certification consultants.

A small portion of the budget, \$1017, was spend on a used cleanroom particle monitor so routine measurements during processing can be taken.

PROJECT STATUS REPORT ACTIVITIES PLANNED

This is the semi-annual status report for FY 2018 for the IGEMs funded project Infrastructure to support Active Pharmaceutical Ingredient designation for ⁶⁷Cu. The project proposal listed the following major project activities:

- 1). Complete an RFP to established FDA API consulting companies (Q1, FY18)
- 2). Select a student (Q1, FY 18)

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- 3). Complete the high level QA and SOP documents (Q2, FY18)
- 4). Complete the run tracking system and begin equipment qualification runs. Order capital equipment if required. (Q3, FY18)
- 5). If possible, draft Validation Master Plan (Q4, FY18)

PROJECT STATUS REPORT – Activity Review

The first half of FY18 was marked by an increase in required shipments by our partner, Clarity Pharmaceutical. Clarity is rapidly pursuing human trial experiments in calendar year 2018 and several key shipments supported their pre-trial animal and quality certification experiments. This required us to delay bringing on an FDA API consultant and instead do work directly on the process to improve quality control systems. In that regard, one piece of capital was acquired, a particle counter, so that clean room cleanliness could be recorded for each process run. In addition, an extensive calibration project was performed to verify activity of each run shipped. This involved work with NIST traceable sources, our HPGe detector and an inexpensive ion-chamber that we acquired for dose level analysis and calibration with the customer. Over the last 5 months we have implemented a log-book process recording system in partial fulfillment of our project run tracking system (item 4 above). Only the PI and radiochemist have been involved in the 1H FY18.

During 1H FY18, we worked closely with Clarity to define the required Q7 quality systems we will require of the future FDA consultant. An RFQ (as opposed to an RFP) has been generated with significant feedback from ISU's purchasing department in Q2, FY18 (instead of the planned Q1 FY18) which is out for bid. We expect to have the consultant on board early in calendar year 2018.

The second half of this project will involve the selection of the FDA consultant, hiring of a student, writing documents, create a VMP and performing validation experiments. Our customers will do their initial API audits in 2018.

FINANCIAL Summary FY 2018 to date

<u>As of 12/5/17</u>	<u>HERC IGEM</u>
<u>Budget</u>	<u>49,800</u>
<u>Spent</u>	<u>4,288</u>
<u>Remaining</u>	<u>45,512</u>

We have deliberately underspent our grant funds during the first half of the year as we anticipated much higher activity during the second half of the project.

Spend categories to date are \$3271 salary support for the radiochemist and \$1017 for capital. The spend

will increase dramatically as the consultant is brought on for work (\$35,000) and a student is hired in 2H FY18 and the burn rate will increase to meet the budget projection.

Prepared by Jon Stoner, P.I.
Director of Technical Operations
Deputy Director, Office of Research
ISU

Mid-Year Report

ISBOE Tritium Exit Sign Recycling

Dr. Richard N Christensen

Wailam Chan, Graduate student

**Professor and Director of the Nuclear Engineering Program
Acting Associate Director, Center for Advanced Energy Studies (CAES)
Idaho Falls Center
The University of Idaho**

31 December 2017

1. Background

This project is designing, building and testing a system to recycle Tritium EXIT signs. The system will include two devices which will be patentable: the tritium getter geometry and arrangement, and the argon/helium-3 separator. These two devices are unique. The system will first crush the glass ampules, extract the tritium/ helium-3 mixture, combine that mixture with an argon carrier gas, adsorb the tritium on the unique tritium getter, and then condense out the argon in the unique argon condenser leaving the harvestable helium-3. A scaled system is being designed, built, constructed and operated using hydrogen and standard helium at UI. Once it is operational, a larger system will be built and tested by our industrial partner, Alpha Tech, of Salt Lake City Utah using actual tritium EXIT signs. Alpha Tech is receiving no funds from this project so their demonstration will be after this project ends. This technology will be applicable to commercial EXIT sign operations, but also applicable to molten salt reactors.

2. Design of the Tritium EXIT Signs Recycling System

As explained above, the purpose of this system is to recycle the helium and the tritium. Below is shown a system to accomplish the recycling. Although we present the operational procedure for the following system, there are two components that are critical to the operation of this system: the Tritium Getter and the cold trap. Initial efforts have been to design the Tritium Getter and the Cold Trap. Thus **Section 3.1** presents the design of the tritium getter, while **Section 3.2** presents the design and testing of the Cold trap.

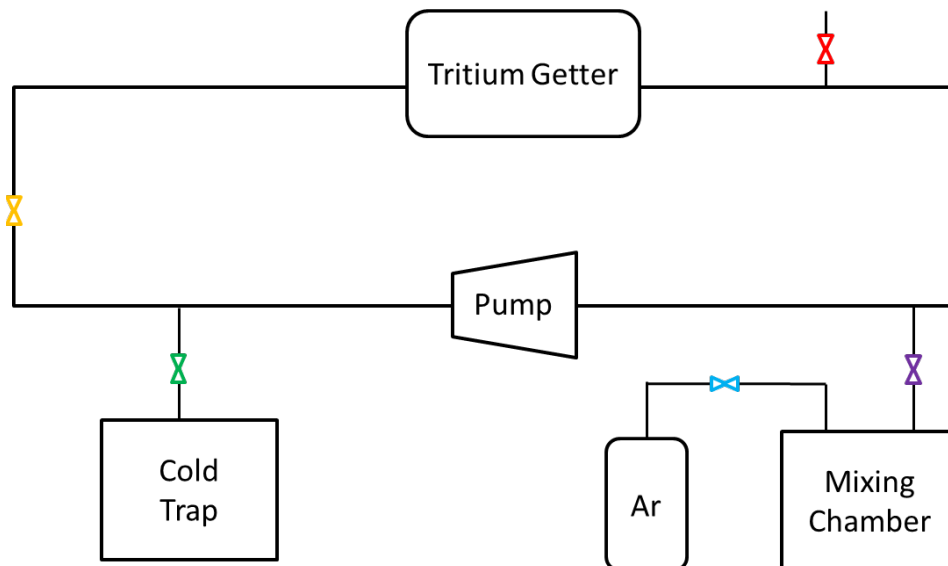


Figure 1: Layout of the recycling system

2.1. Procedures of the Recycling System

1. The whole system is vacuumed through the red valve, while the yellow, green, black valves are open and the blue and purple valves are closed.
2. Next, the green and red valves are closed and the blue and purple valves are opened.
3. The mixture of helium, hydrogen, and argon is transferred from the mixing chamber into the circulation loop through the purple valve.
4. The purple valve is closed after the pressure of the circulation loop reaches 1.5 atmospheres pressure
5. The circulation pump is then started.
6. The concentration of hydrogen in the circulation loop decreases as the hydrogen gas is absorbed by the zirconium cobalt inside the tritium getter.
7. The green valve is opened and all of the helium-argon mixture is transferred into the cold trap for the separation of helium and argon as the argon is condensed and the helium is left in the gaseous state as .

3. Accomplishments

3.1. Construction of the Tritium Getter

A proof-of-concept prototype to test hydrogen absorption by the zirconium cobalt powder has been constructed (See the assembled system in Figure 1. Figure 1 also gives the assembly of the various parts). This apparatus will be used to demonstrate the feasibility of extracting hydrogen from the mixture of helium, hydrogen, and argon. From the literature search, it is evident that zirconium cobalt powder has a strong capability of absorbing hydrogen molecules in a batch system [1][2]. The prototype will test the hydrogenation capability of zirconium cobalt (ZrCo) in a continuous flow system, in the presence of argon and helium as explained above.

A proof-of-concept prototype to test hydrogen absorption by the zirconium cobalt powder will be conducted as soon as the ZrCo powder is obtained. A quote for ZrCo powder has been recently received from SAES Getters USA and the powder has been ordered from the company. The actual test on the tritium getter will be conducted as soon as the ZrCo powder arrives in February 2018.

The test will consist of two vessels and a pressure gauge. The first vessel would hold hydrogen and the second would house the zirconium cobalt powder and is shown in **Figure 1**. The two vessels would be connected by tubing with a valve and a pressure gage attached to a tee. The vessel shown in **Figure 1** would be evacuated. Initially, the pressure in the two would be isolated by the valve which would be closed. After the valve was opened the pressure would be recorded on a continuous basis during the test. The hydrogen would be given time to interact with the zirconium cobalt (a minimum of fifteen minutes). A decrease in pressure over time will indicate the hydrogen is being absorbed. A second test will use a mixture of hydrogen and helium, wherein the first compartment will contain the mixture of the hydrogen and helium. Proof of

concept will be achieved when the pressure in the total system reaches the initial partial pressure of the helium if it were contained within the entire system.

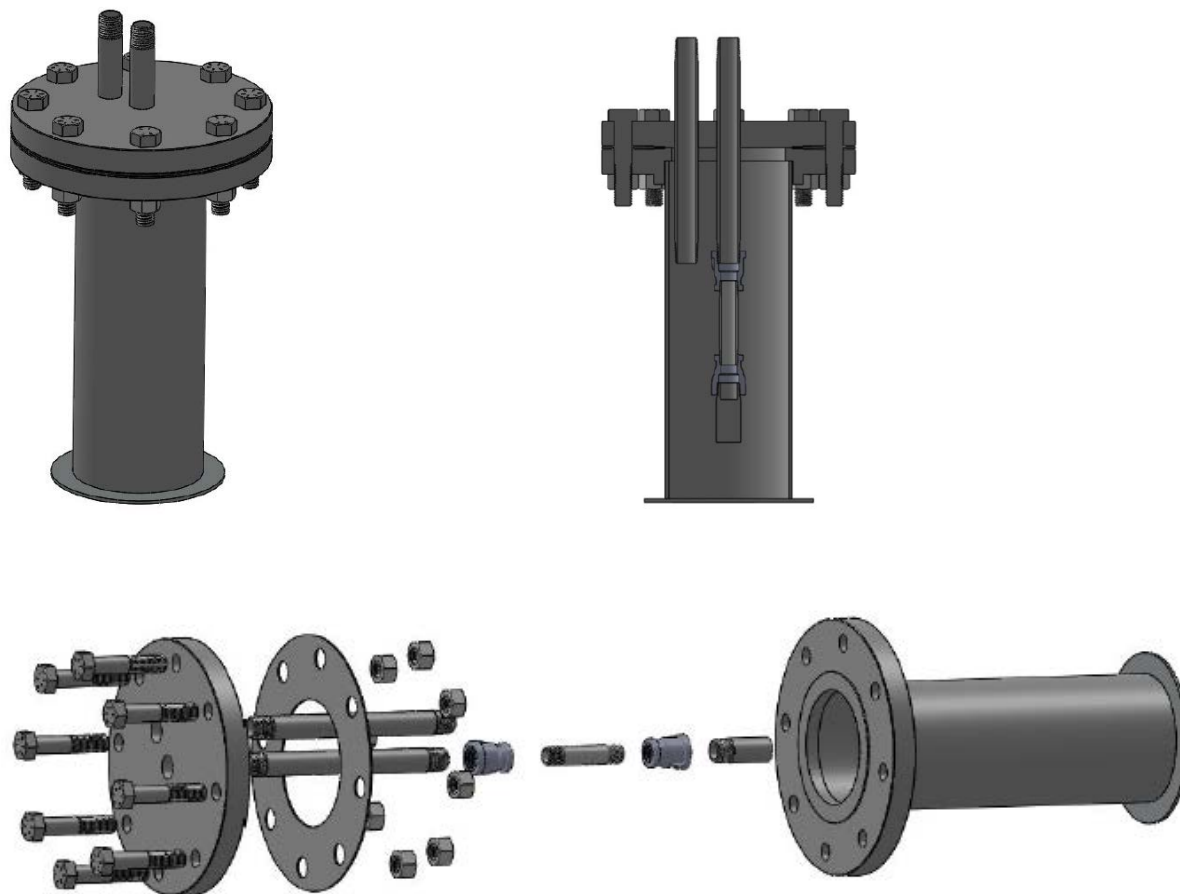


Figure 2: The SolidWorks assembly of the tritium getter

3.1.1 Designs and Analytical Models

A benchmark system was used to come up with a design for the project. The constraint of the system was the volume that the zirconium cobalt powder would occupy. Calculations were made by estimating the density of the zirconium cobalt powder and then dividing the required mass of the powder by the density. The density of the zirconium cobalt solid was found and then the powder density was estimated using the iron solid to powder density ratio. With this volume we were able to come to the final design shown in Figure 2.

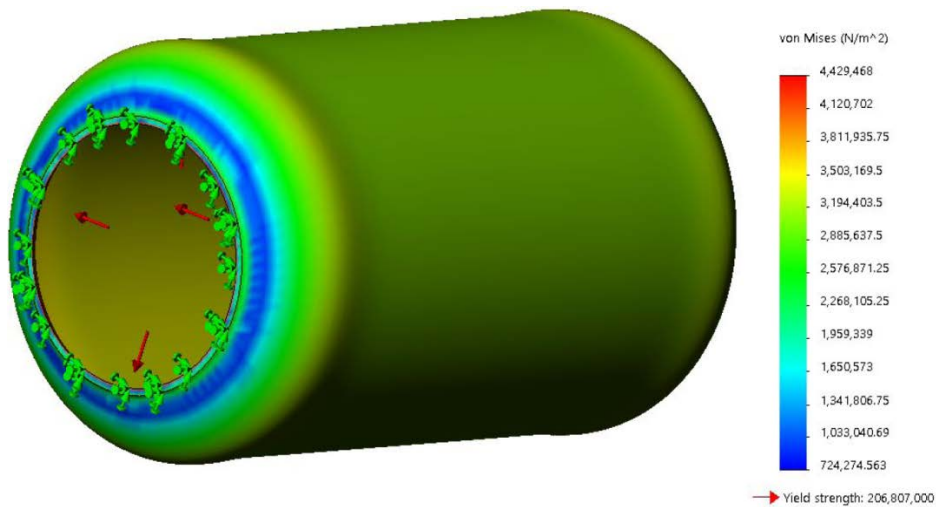


Figure 3: FEA SolidWorks analysis on the cylinder at 2 atm to calculate if it would yield.

During the experiment, the tritium getter is connected to the circulation loop. The pressure inside the tritium getter will increase to 2 atm with the gas mixture of helium, hydrogen, argon passing through. Due to the fact that high temperature (100 to 400C) would be involved in both the hy/dehydrogenation process, a finite element analysis was conducted to study the yield stress distribution in the getter when it is pressurized to 2 atm from the inside. Figure 3 shows the FEA result by using SolidWorks. From the result, it can be seen that the Von Mises stress inserted on the getter does not exceed 5 MPa, which is significantly below the yield strength of stainless at around 200 MPa. As a result, yielding and deflection would not cause safety concerns to the getter prototype when it is pressurized in the experiment.

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3.1.2 List of Components for the Tritium Getter Prototype.

The components used to fabricate the Tritium Getter Prototype are shown in the table below:

Item ID	Description	Size	# of Items
8360T14	Muffler Stainless Steel 316	NPT 1/2	1
4452K254	316 SS reducer 1/2" to 3/8"	1/2" to 3/8"	2
9446T33	Porous Disk (4 items/package)	3/4" dia , 1/16" thick	1
68095K362	Low-Pressure Steel Unthreaded Pipe Flange	9"	1
4548K155	Standard-Wall 316/316L Stainless Steel Pipe Nipple	3/8" dia, 3" length	1
7750K119	Standard-Wall Steel Pipe	4" ID, 0.237" thick	1
68095K383	Low-Pressure Steel Unthreaded Pipe Flange (Lid)	9"	1
44615K524	Standard-Wall Steel Pipe Nipple	1/2" ID, 8" long	2
94095K91	High-Temperature Extreme-Pressure Graphite Gasket	9" OD	1
93827A253	High Strength Steel Hex Nut Grade 8 Zinc-aluminum Coated (10/ pack)	5/8"-11 Thread	1
8983k118	304 Stainless steel sheet	6" x 6" , .120" thick	1
7551A23	High-Temperature Surface Fillers in Syringes	putty adhesive 4 oz	1
91257A806	Zinc Yellow-Chromate Plated hex head Screw (5 per pack)	5/8"-11, 3" length	2
SST051-040	Ultra-High Temperature Heating Tapes		1
URBEST-100-1250C	K Type Thermocouple Temperature Sensor for Industry, Agriculture, Chemical	13 mm thread, 5mm probe	1
ITC-106VH	PID Temperature Thermostat Controllers, Fahrenheit & Centigrade, K Sensor, Solid State Relay for Sous Vide, Home Brewing	100ACV - 240ACV,	1
	Ocharzy Waterproof Rectangle Project Enclosure	230mmX150mmX85 mm	1

32353	wire 12 thhn str black 500'	500'	4
32354	wire 12 thhn str white 500'	500'	4
3214509	scotch electrical tape	3/4X450"	1
34554	Term sp 16-14		2
4127585	Nipple black	1/2"X3"	1
47820	Coupling Black	1/2"	1
47816	Black Elbow	1/2"	1
	Tax		1
31470	Cord Power 16/3 SJT	6'	1
45278	thread seal tape	1/2"X200"	1
34927	Conn Wire Ground Green		1
34784	Wire 12 THHN Str Green	500'	1
40556	Valve ball gas lever	1/2	2
4338661	Hex Bushing	1/2X1/4	1
4504163	Hose barb	1/4X1/4	1

3.2. Construction of the Argon Condenser Prototype

A lab-scale argon condenser was constructed to demonstrate the feasibility of the separation between argon and helium. Upon extraction of tritium from helium, a helium-argon gas bi-product remains. It is necessary to separate gaseous helium and argon from one another for Helium to be commercially marketable. Helium freezes at near 0 K the, while argon condenses around 87.3 K and will freeze around 83.8 K. Due to the requisite temperatures, liquid nitrogen, with a boiling point at 77K, has been proposed as the primary coolant. However, the narrow range of temperatures that argon is liquid dictates that small scale tests and fluid analysis are performed prior to large scale testing.

3.2.1 Design and Analysis.

The prototype of the argon condenser was determined to be a helical coil, constructed from copper tubing (see **Figure 4**). Argon has a narrow window between the condensing and the freezing temperatures, making it critical to determine just how long it needed to be exposed to the cryogenic temperatures. The amount of time spent in the bath translated to how quickly the gas was moving through the tube and how long the tube needed to be for the argon to reach condensing temperatures.

It was determined that the two main inputs for the cold trap device are the gaseous Helium-Argon mixture and Liquid Nitrogen. These two inputs were held in separate containers. First, a container was used to hold the liquid nitrogen without leaking. The liquid nitrogen container also accepted a secondary coil that contained the Helium-Argon gaseous mixture.

The condensing coil was made of copper. A coil copper tubing with the necessary length of tubing will fully condense all the argon while keeping a compact design that can easily be submersed in a liquid nitrogen bath. A gaseous mixture was fed into the copper coil. If the coil were immersed in liquid nitrogen, the Argon will condense out of the mixture. After condensing, all that will remain on the upper part of the condenser is helium in a gaseous state while liquid argon will accumulate on the lower bottom of the condenser.

For the separation of Helium and Argon to be feasible, the device must be able to withstand cryogenic temperatures. Among the materials that can withstand these temperatures, two of the obtainable materials were 303 Stainless Steel and copper. Copper was found to be cheaper, easier to obtain, and easier to work with than the stainless steel. A batch method using a cold trap was determined to be the simplest approach to test. However, copper tubing was easily be shaped and formed into a coil. This coil condenser would also be compact enough to fit in the testing environment, therefore the coil condenser was the concept chosen to be pursued.

The parts to be tested are shown in Figure 4, below.



Figure 4: Parts and assembly drawings of the argon condenser prototype

3.2.2 Analytical Models.

Analytical modeling was the most important step during the project build process. To create a device that condenses argon into a liquid, the gas mixture has to be exposed to a cryogenic environment for a specific amount of time. In this case, argon has a narrow window between the condensing and the freezing temperatures, making it critical to determine just how long it needs to be exposed to the cryogenic temperatures. The amount of time spent in the bath translated to how quickly the gas was moving through the tube and how long the tube needed to be for the argon to reach condensing temperatures. By use of convection heat transfer and thermal energy balances, the length of tube necessary to condense argon can be modeled.

While creating an analytical heat transfer model, several assumptions had to be made. First, the mode of heat transfer was purely convection from the gas mixture to the surrounding environment. The thermal resistance of the copper tubing could be ignored because the coil could be treated as thin-walled tubing. The temperature of the surrounding environment (liquid nitrogen) would remain constant despite warming and evaporation over time. As the Liquid Nitrogen evaporates, more will be added to the system yielding a constant average temperature. Also, as the liquid nitrogen evaporates, bubbling and churning could occur within the bath, which results in forced convection over copper tubing. Since forced convection is taking place, the convection coefficient should fall between 200 to $1000 \frac{W}{m^2K}$. Finally, since a phase change is taking place, the total length of tubing required to separate and condense Argon is the sum of the

length of tubing required to lower the temperature of the gas mixture to Argon's saturation temperature and the length of tubing required to remove enough heat to fully condense Argon into a liquid.

In the end, a spreadsheet was created to vary the diameter of the tubing and flow rate at which the gas mixture moves through the coil condenser. Thermal energy balances were used to determine the surface area over which convection heat loss is occurring. Equation (1) was derived to determine the surface area (A_1 portrayed in Figure 4) which is required to convect enough heat to reduce the temperature of the gas to Argon's saturation temperature. Equation 1 states that the sum of the energy lost by Helium and Argon is equivalent to the heat energy lost by the system through convection.

$$hA_1(T_{ave} - T_N) = \dot{m}_{Ar}c_p(T_{inlet} - T_{sat_{Ar}}) + \dot{m}_{He}c_p(T_{inlet} - T_{sat_{Ar}}) \quad (1)$$

where h is the convection coefficient, T_{ave} is an average of the gas inlet temperature (T_{inlet}) and the temperature of the liquid nitrogen (T_N), $T_{sat, Ar}$ is the saturation temperature of argon, \dot{m} is the mass flow rate of either helium or argon, and c_p is the specific heat either helium or argon

The heat loss by surface area two (A_2) was analyzed in a similar way

$$hA_2(T_{sat_{Ar}} - T_N) = \dot{m}_{Ar}h_{fg} \quad (2)$$

where the remaining heat loss to condense Argon comes from mainly from the Argon gas as it condenses. This energy is transferred to and boils the liquid nitrogen in the tank outside the coil containing the Argon. Argon's latent heat of vaporization (h_{fg}) is taken into consideration while undergoing a phase change. Once the two surface areas were determined using Equations 1 and 2, they were summed together and the total condensing surface area was found.

$$A_{tot} = A_1 + A_2 \quad (3)$$

From there, a total length of pipe required to separate and condense Argon from the gaseous mixture was determined using the surface area equation for a cylinder.

$$A_{tot} = \pi D_{pipe}L \quad (4)$$

It was determined that for a volume flow rate of 0.1 cfm (1 L/min) and a tube diameter of 0.375 inches, the required tube length to condense Argon was approximately 20 ft. This coil is shown in Figure 5.

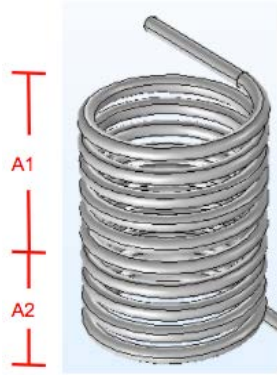


Figure 5: A coil condenser with the two areas required to fully condense Argon outlined. Area 1 (A1) reduces the temperature of the gaseous mixture to the saturation temperature of Argon and Area 2 (A2) fully condenses Argon.

Analytical modeling was also used to determine the time required to condense argon if there was no flow through the system. These calculations correlated to a batch system in freezing the Argon, as well as could be used to determine how accurate the model assumptions were in determining the length of tubing required, in that they could be verified through experimental findings. The same physical properties used in the tube length equations, were applied to these calculations, and it was assumed transient conduction would be an accurate model for this application from providing a model of temperature change with respect to time of an infinite cylinder submerged in a different temperature fluid. First, the Biot number was calculated in order to verify transient conduction by 1-term solutions was an accurate model. Eq. 5 shows the Biot number equation, h is the heat transfer coefficient, L_c is the characteristic length for the cross section of copper tubing, and k is the thermal conductivity of Argon

Upon calculation, it was discovered the Biot number was greater than .1, verifying the 1-term solution method to be an accurate model for conduction. The base equation used for the 1-term

$$Bi = \frac{hL_c}{k} \quad (5)$$

solution method is the non-dimensional centerline temperature for all geometries can be seen in Eq. 6 and is comprised of the Fourier number (Fo), centerline temperature difference (θ_o),

as well as the coefficients for 1-term solutions (C_1, ζ_1), which are based off the calculated Biot number for the system geometry being evaluated.

$$\theta_0^* = C_1 \exp(-\zeta_1^2 F_0) \quad (6)$$

The non-dimensional centerline temperature and can be found by using a ratio of the difference between the final temperature of the Argon (T_0) and the temperature of the surrounding environment of Liquid Nitrogen (T_∞) to the difference between the initial Argon temperature (T_i) and the surrounding environment temperature. The centerline temperature equation can be seen in Eq.7.

$$\theta_0^* = \frac{T_0 - T_\infty}{T_i - T_\infty} \quad (7)$$

The Fourier number is comprised of the thermal diffusivity of Argon (α), the characteristic length for a cylinder (L_c) and time (t). The characteristic length used for this calculation was the outer radius of the tubing, and thermal diffusivity was selected from Argon at 200 Kelvin.

$$F_0 = \frac{\alpha t}{L_c^2} \quad (8)$$

Time to condense Argon can be solved for by manipulating equations 6, 7, and 8, resulting in Eq. 9.

$$t = \frac{\ln \left[\frac{\theta_0^*}{C_1} \right] L_c^2}{-\zeta_1^2 \alpha} \quad (9)$$

From the above equation, solving for time, with properties taken at the average of the initial and final temperatures of Argon, a time of roughly 30 seconds was determined for Argon to fully condense from its initial temperature.

3.2.3 Experiment and Results.

Testing was conducted by first connecting the cold trap to an Argon tank and allowing the Argon gas to fill the device. During the fill process, the other end of the coil was allowed bleed off, reducing the contamination due to atmosphere in the system. The cold trap device was then verified for leaks by applying a soaping solution to the fittings. Minor leaks were detected and sealed through further tightening of the couplings. After leaks were remedied and pressure remained constant throughout the device, testing began. The system was filled with Argon and pressurized to 20 PSI. The copper coil was placed into a holding tank and Liquid Nitrogen was added to the tank, submerging the coil. Initially, the pressure slowly and steadily decreased. Once the majority of the coils were submerged, the pressure rapidly decreased from 10 PSI to -20 PSI, where it then held constant. This indicated a phase change from Argon gas to a liquid or solid state in approximately 1 second. It was determined that the entire condensing process, from 20 PSI to -20 PSI occurred within a matter of approximately 45 seconds. The experimental results support the fact that liquid nitrogen is able to condense argon effectively from helium-argon gas mixture in a short time.

3.2.4 List of Components.

The list of components needed and used to run the experiments is show below.

ITEM NO.	PART	DESCRIPTION	QTY.	VENDOR	PART NUMBER
1	Helix	Copper Helix made from copper tubing	1	Ace Hardware	49857 082901498575
3	45 Degree Flared Fitting	Brass Flared fitting for 3/8 Tubing	2	McMaster-Carr	50635K564
4	Threaded Reducer	3/8 to 1/4 in Threaded Reducer	1	McMaster-Carr	4757T178
5	Threaded Pipt T-Fitting	3/8 in. Brass T-Fitting	2	McMaster-Carr	4429K252
6	Bushing	Brass Bushing for 3/8 in	3	McMaster-Carr	50785K631
7	Barbed Tube Fitting	1/4 Brass Barbed Tube Fitting	1	McMaster-Carr	44555K125
8	45 Degree Flared Fitting	3/8 Pipe to 45 Degree Flared Fitting	2	McMaster-Carr	50635K382
9	Pressure Gague	Vacuum and Pressure Gage	2	McMaster-Carr	3941K53
10	Gas Flow Regulator	Inert gas flow regulator	1	Tool Planet	ST-55083
11	Vacuum Tubing	Automotive Vacuum Tubing	1	McMaster-Carr	50375K82

4. Ongoing Processes for the experiment.

Prototypes of the tritium getter and argon condenser have been constructed over the past several months. The results of these tests indicate that the tritium getter will work as planned. In addition these tests have also indicated that the argon condenser will work better than imagined. With these two critical components proven, literature and these experimental results indicate that the proposed tritium EXIT signs system can be constructed within the time period of the contract. The next step of the project is to integrate all components and parts together into a whole system. The setup of the circulation circuit is now at the final stage of the designing process. All minor components such as pumps, valves, connections will be finalized in less than a month. In expectation, the first test of the tritium recycling system would happen in the beginning of March.

5. Preparation for Experiments with Hydrogen.

In order to do the tests safely within the CAES facility several items have been completed or are in progress. The experiment must be conducted in a glove box, with any gas release going to a fume hood.

5.1 Glove Box.

The University of Idaho had a glove box in one of the labs that the project was given permission to use. However, in order to use that glove box, which had been sitting idle for the past ten years, it had to be completely renovated. In this renovation, the seals on the window were removed and replaced. In addition, new gloves were purchased and installed. Fittings were purchased to facilitate flow into and out of the glove box. In order to vent any hydrogen gas safely, vents were established and flow rates measured to assure that no combustible mixture could ever be established within the glove box or within the fume hood that was set up to exhaust any mixture to the outside environment. The fume hood mass flow rate draw and been measured and recorded. A vacuum pump has been purchased and some gases have also been purchased so that we have the correct gases on hand when we are ready to run the experiment.

5.2 Word and Control Document.

A work and control document has been started that describes in great detail all procedures to be used when working with hydrogen. We insist that the students understand in great detail the procedures to be used during normal operation and during any unexpected happening. This work and control document has to be approved before any experimentation can occur.

6. Patents and Commercialization.

Alpha Tech is currently in discussion with the University of Idaho to reach an agreement regarding licensing of the technology. We are in the processing of filling out the patent disclosure. Alpha Tech has worked with a radiation safety officer to design a facility to handle tritium. They are working with Jeremy Tamsen, University of Idaho's tech transfer officer to finalize these arrangements.

7. Cost.

A complete breakdown of the costs is shown in the attachment to this report.

8. References.

[1] Nagasaki, T., Konishi, S., Katsuta, H., Naruse, Y., (1986). A zirconium-cobalt compound as the material for a reversible tritium getter. *Fusion Technology*, Volume 9, 506-509.

[2] Kou, H., Huang, Z., Luo, W., Sang, G., Meng, D., Luo, D., Zhang, G., ...Hu, C., (2015). Experimental study on full-scale ZrCo and depleted uranium beds applied for fast recovery and delivery of hydrogen isotopes. *Applied Energy*, 145, 27-35.
<http://dx.doi.org/10.1016/j.apenergy.2015.02.010>

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

FWRITEM

University of Idaho
Itemized Expenditures by Orgn Code
From 01-JUL-2017 To 31-DEC-2017

Orgn: CAK622 - ISBOE Tritium EXIT Sign Recylcling 30-Jan-2018 10:41 AM

Salaries

E4105 Salaries	6609.60

	\$ 6609.60

Irregular Help

E4135 TH-Student	1555.20

	\$ 1555.20

Fringe Benefits

E4282 Student CFR Fringe Expense	195.93

	\$ 195.93

Operating Expenses

E5307 Analytical Services			
09-NOV-17	J1179335	GlassBlower Services - Utgikar	45.00
E5724 Research Supplies			
27-SEP-17	Z0825645	0914 COMSOL INC 781-273-3322 M	945.50
10-OCT-17	Z0826342	0919 TFS*FISHER SCI CHI 800-76	2369.43
07-NOV-17	Z0827625	1016 AMAZON.COM AMZN.COM/BILL	7.61
07-NOV-17	Z0827625	1018 SHIMADZU SCIENTIFIC INSTR	63.00
07-NOV-17	Z0827626	1024 IDAHO VALVE FITTING 208-	123.44
24-NOV-17	Z0826963	0929 IDAHO VALVE FITTING 208-	669.82
24-NOV-17	Z0826963	1003 IDAHO VALVE FITTING 208-	381.60
24-NOV-17	Z0826963	1004 TFS*FISHERSCI ECOM HUS 80	897.03
24-NOV-17	Z0826963	1006 HAMILTON COMPANY 775-8583	365.76
24-NOV-17	Z0826963	1009 MEASUREMNT COMPUTNG 508-9	586.50
E5749 Other Specific Use Supplies			
01-NOV-17	I1964002	Airgas Inc	328.57
01-NOV-17	I1964063	Airgas Inc	715.85
01-NOV-17	I1964003	Airgas Inc	382.18
02-NOV-17	B1758987	Airgas Inc	0.00
02-NOV-17	B1758987	Airgas Inc	0.00
06-NOV-17	I1964852	Fisher Scientific Co.	1269.30
07-NOV-17	!0303703	Fisher Scientific Co.	0.00
14-NOV-17	B1759555	Airgas Inc	0.00

			\$ 9150.59

Total Expenses	\$ 17511.32
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FWRITEM

University of Idaho
Itemized Expenditures by Orgn Code
From 01-JUL-2017 To 31-DEC-2017

Orgn: CAK622 - ISBOE Tritium EXIT Sign Recylcling 30-Jan-2018 10:41 AM

Salaries

E4105 Salaries	6609.60

	\$ 6609.60

Irregular Help		
E4135 TH-Student		1555.20

	\$	1555.20
Fringe Benefits		
E4282 Student CFR Fringe Expense		195.93

	\$	195.93
Operating Expenses		
E5307 Analytical Services		45.00
E5724 Research Supplies		6409.69
E5749 Other Specific Use Supplies		2695.90

	\$	9150.59

Total Expenses	\$	17511.32

**AN EVOLUTIONARY APPROACH FOR PROCEDURAL
OPPONENT GENERATION IN VIDEO GAMES.**

PROGRESS REPORT:	Grant Number IF18-004
PRINCIPAL INVESTIGATOR:	Barrie Robison
REPORTING PERIOD:	July 1, 2017 – January 1, 2018

SUMMARY OF PROJECT ACCOMPLISHMENTS:

Hired lead artist and game developer (Landon Wright).

Hired lead programmer (Samantha Heck).

Developed “Project Hastur” into a playable beta stage. The game is a “tower defense” style game with real time strategy elements. The player must compete a population of evolving aliens that adapt to their individual strategy. We can provide copies of the game for PC, Mac, or Linux platforms.

Presented the project at the “Artificial Intelligence in Digital Entertainment” conference in Snowbird, UT, October 2017. This presentation led to a seminar invitation to the University of Alberta, where we are scheduled (March 9th, 2018) to meet with faculty interested in collaborations, as well as industry representatives from Bioware (a triple A game studio).

Completed the first round of play testing (using UI undergraduate students), which helped us refine the evolutionary model and fix bugs and errors.

Dr. Robison has been invited to speak about the project at the Eastern Washington University Darwin Day seminar on February 16th.

We are registered as an exhibitor at the upcoming EVO-WIBO meeting (Evolutionary Biologists from Washington, Idaho, British Columbia, and Oregon) in Port Townsend, WA, April 13-15, 2018.

PLANS FOR THE NEXT REPORTING PERIOD:

We have been approached by the UI to participate in their crowdfunding platform (U&I Give). Our plans for this campaign are described under “Additional Funding”, below.

Continue to beta test and refine the game mechanics.

Build out 10 more playable game regions, and link them with a migration model.

Develop story elements to support campaign mode.

Release the game on the Steam platform.

File for the formation of an LLC.

Begin and sustain an advertising and promotion campaign, which will coincide with our crowdfunding campaign.

SUMMARY OF BUDGET EXPENDITURES:

As of Jan 1, 61% of our funds remain. We are on track with regard to our spending projections, as the burn rate for the programmer position will increase from 10 hours per week to 40 hours per week beginning in May 2018.

Detailed reports of our expenditures are attached.

FACULTY AND STUDENT PARTICIPATION:

One staff (artist/game developer) and one student (programmer) position were directly supported by grant funds during the reporting period. However, additional participants in the PROJECT included 16 more undergraduates from Computer Science, Biology, Virtual Technology and Design, Music, English, and Business. Drs. Barrie Robison and Terry Soule are the primary faculty, but we collaborate with colleagues from Education (3), English (1), VTD (3), Music (1), and Business (1).

Total Student Participants: 17

Total Faculty Participants: 11

Total Staff Participants: 1

PATENTS, COPYRIGHTS, AND CERTIFICATES:

None

LISCENSES AND START-UP BUSINESSES:

Our primary aim remains the creation of an LLC that works closely with the UI to license and distribute our games. In the coming six months, we seek to recruit help from our business colleagues, the Office of Technology Transfer, and the Idaho Technology Council in forming a start-up company.

INDUSTRY AND PRIVATE PARTNERSHIPS:

None (yet).

ADDITIONAL FUNDING AND BURN RATE:

Our burn rate is described in the attached financial statements.

We have applied for a \$2.6 million grant from the National Science Foundation with our colleagues from the College of Education. We are also working on additional proposals for future games that would be licensed to the LLC.

We have also been approached to participate in the UI's crowdfunding platform, U&I give. Our campaign will launch on Feb 12th (Darwin Day), and we seek to raise \$10,000 - \$20,000 in additional funding to support more features for the game. This has the dual benefit of increasing awareness of the game and increasing retail sales. We are currently working with our development officers to identify potential sources of matching funds in the private sector. We view this activity as an opportunity to leverage IGEM funding and produce an even better product than would be possible with IGEM funding alone.

ADDITIONAL INFORMATION:

None.

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Idaho Incubation Fund Program

Progress Report Form

Proposal No.	IF18-005
Name:	Daniel Fologea (PI), Denise Wingett (co-PI)
Name of Institution:	Boise State University
Project Title:	Engineered Advancements in Measuring Molecular Interactions in Support of Local Bio-industry
Reporting Period:	July 1, 2017 to January 1, 2018

Information reported in this progress report:

1. Summary of project accomplishments for the period just completed and plans for the coming reporting period. Page 2
2. Summary of budget expenditures for the period just completed (include project burn rate). Page 4
3. Faculty and student participation resulting from the funding, including internships. Page 4
4. Patents, copyrights, plant variety protection certificates received or pending. Page 5
5. Technology licenses signed and start-up businesses created. Page 5
6. Status of private/industry. Page 5
7. Any other pertinent information that will indicate to the council that the project is meeting satisfactory progress. Page 6

1. Summary of project accomplishments for the period just completed and plans for the coming reporting period

The major objective of this project is the development and testing of novel technologies pertaining to the reconstitution of both artificial and natural lipid membranes supported by solid supports for integration with the KinExA instrument produce by Sapidyne, a Boise company which is the sole developer and producer of the instrument. The achievement of this objective will ensure a significant advantage and marketability over competing instruments by providing novel capabilities of investigating the functionality of biological systems in health and disease, diagnostics, and drug development.

The major milestones / timeline for the period just completed, as described in the approved proposal, are: i) Screen and select student applicants / at award notification; ii) Coat glass beads with artificial membranes and test their interactions with the KinExA instrument / 2 months; iii) Coat glass beads with cell membranes, and iv) Prepare patent / 3-12 months.

The major accomplishments in relation to the milestones of the project are:

Milestone i): Screen and select student applicants. Four undergraduate students and one graduate student have been selected to participate on this project. Detailed information of the students is provided in the “Faculty and student participation in the project” section.

Milestone ii): Coat glass beads with artificial membranes and test their interactions with the KinExA instrument. For this task, we produced artificial membrane systems around large glass beads (~50 µm diameter) to be used in the KinExA instrument. The procedure consisted of mixing the glass beads with lipid mixtures in organic solvents, followed by forced evaporation of the organic phase under vacuum for 48 hours. The lipid mixture consisted of 10 mg Asolectine, 4 mg Cholesterol, and 0.6 mg Ganglioside GM1 (which is the target lipid for Cholera Toxin subunit B – CTB, for further studies of binding with KinExA), dissolved in 200 µL chloroform. After hydration of the lipids in a physiological buffer, the formed multilayers have been thinned to bilayers by sonication and tested for CTB binding with the KinExA instrument. To assess the binding, we used a FITC-labelled CTB that presents green excitation under blue illumination. Major results: After bead preparation, their ability to bind the FITC-CTB was assessed by fluorescence microscopy. The bare glass beads showed the absence of any non-specific binding of the FITC-CTB, while the GM1 containing beads provided a strong fluorescent signal, indicative of binding. In the same illumination conditions, the beads prepared with lipids and no GM1 showed no interaction, as indicated by the absence of green fluorescence. Next, we proceeded with introducing the beads in the flow cell of the KinExA instrument and tested the binding/unbinding of FITC-CTB. Our results clearly indicate that the functionalized beads are capable of binding the fluorescent ligand, therefore proving the feasibility of our approach for quantifying protein-membrane interactions by using artificial systems.

Milestone iii): Coat glass beads with cell membranes. For this task, we used Jurkat cells (lymphocyte) and sheep red blood cell (RBC) as precursors for the supported membranes. The cells have been mixed with the glass beads and subjected to sonication in a water-bath sonicator for four minutes. The membrane breaking-reforming process enabled reconstitution of the membranes around the glass beads, which have been imaged by fluorescence microscopy in the

presence of lipophilic dyes. Both products showed that the cell membranes have been reconstituted around the glass beads, as observed from the fluorescence yielded upon exposure to appropriate excitation wavelengths. To test the binding with the KinExA instrument, we proceeded by using the RBC-coated glass beads and FITC-antibody capable of binding specifically components of the RBCs. Although the testing of the binding with the KinExA instrument showed specific binding, we encounter problems with repeatability when using the same batch of functionalized glass beads. The analysis of the pressure curves indicated an unusual change in the pressure of the system during the flow of the buffer over the beads. After consultation with Sapidyne, we concluded that the reconstituted membranes were not stable enough and portions of the membranes were shedding while exposed to the fluid flow. This was also observed from microscopy imaging experiments, which indicated an incomplete coating of the membrane, detrimental to the supported membrane stability. To eliminate this major roadblock, we proceeded with an alternative approach for functionalization of intact cell membranes. In this approach, we aimed the binding of the cell membranes directly onto the surface of the beads by using a strong linker such as a biotin-streptavidin system (the strongest non-covalent bond in nature). Our first attempt to functionalize the beads with streptavidin failed since the proteins were not absorbed on the surface of either PMMA or glass beads. Therefore, we decided to functionalize both the beads and cell membranes with biotin, followed by cross-linking with streptavidin. In this respect, we used biotinylated BSA protein, which is very strongly absorbed on the surface of PMMA beads, that are largely used as a solid phase for KinExA experiments. The biotinylated beads have been tested by fluorescence microscopy with FITC-streptavidin, showing an excellent binding between the beads and target proteins. The next major step was the functionalization of the cell membranes with biotin. To achieve this objective, we used a biotinylated lipophilic linker, FSL-biotin. This linker is capable of self-inserting into any lipid membranes in an orientation-specific manner, hence exposing the biotin to the extracellular environment. After cell membrane biotinylation, we cross-linked the beads and the cell membranes in the presence of streptavidin. Both microscopy imaging and binding experiments performed with the KinExA instrument indicate an excellent stability of the functionalized beads, therefore demonstrating the superiority of this approach for studying ligand-cell membrane interactions. With these findings, we are progressing with the analysis of stability, which was proposed to be finalized within the last six months of the project.

1.1 Plans for the coming reporting period

In accordance to the milestones and timeline presented in the proposal, our plans for the upcoming reporting period are:

- finalize the investigations on the stability of artificial and natural membranes reconstituted on beads and establish standard operational procedures to produce and characterize supported membranes for using them with the KinExA instrument.
- quantify antibody affinity for cell surface antigens with KinExA, and quantify the affinity of CTB to artificial membranes containing variable amounts of GM1.
- disseminate the scientific results through publications and presentations.
- submit patent application to the Office of Technology Transfer at Boise State.
- update the documentation of the available KinExA procedures by including full descriptions of the novel technologies.

2. Summary of budget expenditures for the period just completed

The initial budget was amended **with prior approval** as follows:

-the graduate student fee remission cost (\$11,898) was distributed between undergraduate student salaries (\$5,949), and OE (materials and supplies) \$5,711. \$238 has been added to the total fringe benefits. This re-distribution was required because the two graduate students working on this project received the student fee remission from other sources.

-prior ISBOE approval has been obtained to purchase a biosafety cabinet (\$6,960.66) needed for cell culturing in the PI lab, which is used in conjunction with the CO₂ incubator. The total equipment budget did not change because of this acquisition.

Below it is the summary of the budget expenditures for the reported period:

Salaries

PI summer. Budgeted: \$7,867; Spent: \$7,867; Burn rate: 100%

Undergraduate students. Budgeted: \$11,349; Spent: \$3,229; Burn rate: 28.5%

OE

Materials and supplies, Computers, Red Laser upgrade, Recharge center.

Budgeted: \$37,511; Spent: \$14,608.85; Burn rate: 38.9%

Capital equipment. Budgeted: \$14,800; Spent: \$10,747.64; Burn rate: 72.6%

Note: Capital equipment purchased for this reporting period: Biosafety cabinet (\$6,960.66), CO₂ incubator (\$3,786.69)

3. Faculty and student participation in the project

The PI (Dr. Daniel Fologea, Physics) and the co-PI (Dr. Denise Wingett, Biology) fully participated in the developments related to this project for the reported period. Dr. Rebecca Hermann provided continuous assistance and technical expertise with cell culture initiation, maintenance, and assessment, including proper student training. All the participants underwent CITI training for biosafety and work with mammalian cell cultures. Together, the PI and the co-PI selected four undergraduate students to work on this project: Colleen Poulton and Jessika Dagostino (Biology), Lizzie Leung (Health Sciences), and Andy Bogard (Physics). The students have been hired as research assistants for this project, and worked an average of 10 hours/week (the stipend has been paid from the budgeted funds). Also, a BMOL graduate student, Mark Smith, was involved full time in the research work of this project. Mark benefited from a research assistantship from the BMOL graduate program but this research is a major component of his dissertation research. In addition, another graduate student (Marcelo Ayllon, a Hispanic graduate student) became fully involved in this project and decided to use the novel technology

for his dissertation research focused on quantifying the interactions between cholera toxin and artificial lipid membranes, with the goal of screening drug inhibitors and producing decoy targets for in vivo application. Three out of four undergraduate students are women, one is a native American, and one graduate student is Hispanic, therefore the workforce dedicated to this project has a great diversity index.

4. Progress with patents and copyrights

Preliminary discussions about patenting the technology of producing supported membranes for integration with the KinExA technology have been initiated with the Technology Officer at Boise State University when the award was announced. Our first disclosure draft included formation of supported membranes by using glass beads and sonication for both artificial and natural cell membranes. However, our new findings with regards to the excellent stability of either artificial or natural cell membranes supported by PMMA beads and crosslinked via biotin-avidin requires a major update of the disclosure for patenting. This work is currently underway, and it is within the timeline proposed for this task (3-12 months).

5. Technology licenses signed and start-up businesses created

The proposed technology is intended to be included into and offered with the line of KinExA instruments produced and commercialized by the partner company, Sapidyne instruments. Sapidyne is a well-established company, which operates worldwide from its headquarters in Boise and is the sole developer, manufacturer and supplier of the patented KinExA family of scientific instruments. The company has well established commercialization and marketing paths in place. Boise State University is seeking IP for the newly developed technology, which will be licensed by Sapidyne. The company will use their marketing and commercialization strategies for adoption of the newly developed technologies for their current and new customers.

6. Status of private part/industry partnerships

This project provided opportunities for developing an outstanding partnership with the industry partner, Sapidyne Instruments from Boise, which is the producer of the KinExA Instrument. Sapidyne loaned free of charge a KinExA3200 instrument and the Autosampler as kind-in contribution for the duration of this project, which have been set by the company in the PI's lab at Boise State University. They also provided multiple supplies for this project, and on-site training for the students and faculty involved in this project. Numerous meetings have been set up for discussing the progress with this project, the roadblocks, and for troubleshooting. Also, Sapidyne provided assistance with beads sorting, binding procedures, and donated multiple items required for cell cultures to the participant faculty. The company is extremely pleased with the progress of our investigations, especially with the proposed strategy of creating supported cell membranes by direct attachment of the cells to the PMMA beads. Once our scientific results are validated, the research team will disseminate the scientific results through presentations and publications, while Sapidyne will expose and promote the novel technologies together with the instrument at market fairs and scientific meetings at local, regional, national, and international venues. This technology will create a great advantage for the company over competitive instruments, which is expected to result in a significantly increased share market.

7. Other information and conclusions

All the milestones stated in the proposal for the reported period have been met or exceeded. A significant progress is reported ahead of time with regards to the stability of the supported membranes, which is a crucial achievement for the proposed development. Two abstracts with student first authors and related to the scientific findings have been accepted for presentation at the prestigious Biophysical Society meeting in February 2018 (San Francisco, CA), which will provide an excellent opportunity to present the new technology to more than 7,000 participants. All the undergraduate and graduate students participating at this project are included as co-authors of the presentations. The newly developed methods raised a sustained interest from several scientists at Boise State University, which are planning to use it for quantitative measurements to be included in several federal grant proposals. A manuscript that includes our findings is currently under preparation, and an updated disclosure discussed with the Technology Officer at Boise State University.

Idaho Incubation Fund Program

Progress Report Form

Proposal No. IF18-006
Name: Sin Ming Loo, PhD
Name of Institution: Boise State University
Project Title: Infrasound Detector for Localizing Gun Shot
Reporting Period: Sept – Dec 2017

Information to be reported in your progress report is as follows (attach additional information as needed):

1. Summary of project accomplishments for the period just completed and plans for the coming reporting period:
 - Deployed detection array in Little Cottonwood Canyon near Salt Lake City, Utah, along highway that accesses Snowbird and Alta ski resorts as part of an avalanche detection study. This deployment is part of Utah DOT study looking for ways to upgrade and expand the present avalanche detection systems being used.
 - Redesigned microphone sensor enclosure to improve environmental stability and reduce wind noise level.
 - Developed a control board enclosure for ease of system deployment and data collection.
 - Designed a battery + photovoltaic power system to ensure continuous operation for the winter months.
 - Built a second system for deployment and testing here at Boise State University.
 - The array will be mounted on the roof of the Micron Engineering Center building to collect data on infrasound sensitivity and internal sensor noise levels.
 - Planned worked
 - Based on environmental data, develop filters and algorithms to ensure infrasound detection between 0.5Hz and 20Hz.
 - Calculate and program threshold limits for avalanche and gunshot detection into present firmware based on ongoing environmental testing.
 - Upgrade present control board with WiFi and Bluetooth connectivity for real-time remote data collection and expand file system memory capability.
 - Investigate the use noise cancelling to eliminate noise outside of the desired infrasound range.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

2. Summary of budget expenditures for the period just completed (include project burn rate):
 - Original Budget: \$74,600
 - Expenses from September 2017 to December 2017: \$7,392
 - Note: The burn rate is slower than planned as we started in September 2017. One more student has been hired to work on this project. He will start January 2018.
3. Numbers of faculty and student participation resulting from the funding, including internships:
 - Primary Investigator Prof. S. M. Loo
 - Graduate/Undergraduate Study Employees: Mark Lavery, Austin Davis, Grady Anderson
4. List patents, copyrights, plant variety protection certificates received or pending:
 - None at this writing
5. List technology licenses signed and start-up businesses created:
 - None at this writing
6. Status of private/industry partnerships (include enough information to judge level of engagement):
 - The project will continue to work with WMDTech; a local business that provides training and implementation of explosive device detection and neutralization.
 - WMDTech along with their Utah Law Enforcement contact have suggested the gunshot detection array could be used by fish and game to detect and mitigate poaching.
7. Any other pertinent information that will indicate to the council that the project is meeting satisfactory progress.
 - A second prototype is being setup on the Micron Engineering Center's roof for system debugging and long-term reliability testing
 - WMDTech have been contacted and agreed to do gunshots testing.

Idaho Incubation Fund Program

Progress Report Form

OSP Proposal No. 7855
Name: Gaby Dagher
Name of Institution: Boise State University
Project Title: Malicious Community Extractor (MACE): A Robust Toolkit
for Unmasking Criminal Networks
Reporting Period: July 1st, 2017 to December 31st, 2017

Information to be reported in your progress report is as follows (attach additional information as needed):

1. Summary of project accomplishments for the period just completed and plans for the coming reporting period:

1.a Summary of accomplishments

- We completed developing an investigator-centric interface for MACE that is optimized for how investigators intend to use the MACE toolkit.
- We designed the test cases for testing the MACE toolkit, and we are at the final stage of executing the quality assurance plan to thoroughly test the MACE toolkit, including the new user interface.

1.b Plans for next reporting period [Jan. 1st, 2018 - June 30th, 2018]

- To complete the execution of the quality assurance plan.
- To benchmark the MACE toolkit's performance against existing state-of-the art cyber forensic tools.
- To Beta-Test the MACE toolkit to evaluate usability, ensure functionality and to validate accuracy.
- To start marketing the MACE toolkit to cybersecurity companies and to law enforcement agencies at the local, state, and federal levels.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018

2. Summary of budget expenditures for the period just completed (include project burn rate):

See attached file: [MACE_Mid-year_Financials.xlsx](#)

3. Numbers of students participated in the project so far:

2 – Graduate

3 – Undergraduate

4. List technology licenses signed and start-up businesses created.

None yet.

5. Any other pertinent information that will indicate to the council that the project is meeting satisfactory progress.

We will soon submit for publication a manuscript on the current stage of the MACE toolkit.

IGEM# 16-01

Computer Science at Boise State University: An Investment in Idaho's Future 1st July 2017 –1st January 2018 Progress Report



BOISE STATE UNIVERSITY

IGEM #16-01

Computer Science at Boise State University:

An Investment in Idaho's Future

1st July 2017 – 1st January 2018, Annual Report

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IGEM 16-01: Computer Science at Boise State University:
An Investment in Idaho's Future
1st July 2017– 1st January 2018 Progress Report

Project Summary

The Idaho Global Entrepreneurial Mission (IGEM) and the State Board of Education Higher Education Research Council (HERC) have provided three years of funding to continue the strategic forward momentum of the Boise State University Computer Science Department to help meet compelling state economic development, research, and workforce needs.

This progress report summarizes the activities of the first six months during the third year of the project.

Project Accomplishments

The project plan identified four primary strategies to achieve this goal:

- 1. Sustain current faculty lines and continue forward trajectory.*
- 2. Increase partnerships with local companies to facilitate knowledge development and transfer*
- 3. Increase CS related research and economic development activity.*
- 4. Produce more computer science graduates that qualify for software and related technical positions in Idaho*

Progress to date toward implementing these strategies is detailed in the following subsections.

Strategy One: Sustain Current Faculty Lines and Continue Forward Trajectory

The current IGEM grant supports five faculty (one full professor, one associate professor, and three assistant professors) – Dianxiang Xu, Steve Cutchin, Elena Sherman, Edoardo Serra, and Sole Pera (partial support). Two of the faculty are in the area of software engineering while two are in the area of data science (and databases) and another in visualization. Dr. Xu led the effort to create the PhD program and the governance of it has now transitioned to two Co-Directors and a steering committee. Dr. Cutchin became the Director of Research Computing (split 50% with his faculty appointment), which is allowing him to increase the reach of his efforts to more researchers across the campus and beyond. Dr. Sherman, Dr. Serra and Dr. Pera have also taken appropriate leadership roles in the department.

Another strong impact of the IGEM grant has been in the additional hiring that the department did in the previous year. Using the eight lines provided by JFAC and other funding, the department

successfully hired eleven faculty in less than one year! Overall, the department now stands at **27 faculty members**, an increase in size of over 300% from four years ago. In each case, the faculty hired were among the top choices in the respective areas. Given the extremely competitive nature of hiring in computer science, the hiring success has been very successful. This fall is the start of the second year for these new faculty. We have retained all the faculty that were hired last year, which is better than many CS departments at other Universities.

Strategy Two: Industry Partnerships

The CS Department continues to increase its formal and informal connections with industry and the IGEM hires are integral to the following initiatives and connections. The new downtown location has been particularly conducive to growing partnerships with industry.

Boise State University supports and encourages CS faculty to establish partnerships with industry via joint research projects, service on industrial boards, consulting and faculty and student involvement. We have several ongoing examples of faculty working with our industry partners:

- The department recently received a \$2 million award from NSF to revolutionize the middle two years of the undergrad computer science program. It was one of seven awards out of 80+ proposals received from across the country. A major goal of this five-year project (titled: *CS Professionals Hatchery*) is to create unique learning experiences (named *Hatchery Units*) for our students in conjunction with industry so students graduate with better professional skills and are able to hit the road running in a way that is an exemplar for other programs everywhere. Seventeen companies are involved in the design of the hatchery units and integration with the curriculum. In Fall 2017, several of these professional Hatchery Unit courses were taught for the first time with help from industry. These include CS-HU 130 (Foundational values), CS-HU 271 (Agile Development), and CS-HU 390 (Technical Interviews, Jobs and Careers). A total of 14 proposals for Hatchery Unit courses were received from teams of faculty and industry partners. These will be implemented over the next two years.
- The new downtown location has led to many informal and formal meetings and visits from industry. For example, several companies and agencies have hosted their strategy retreats/meeting in our space. These include: Micron, HP, Metageek, AppDetex, Idaho Technology Council, Idaho Dept of Commerce, and State Board of Education. Such meetings have led to multiple informal networking opportunities for the faculty and students.
- Dr. Tim Andersen has continued as a consultant at Micron, and is also currently working as a consultant at AppDetex, a local startup company.
- Dr. Sole Pera is working on the advisory board at ReleVent City, a recent Boise startup.



INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS FEBRUARY 15, 2018

- Dr. Steve Cutchin is working as a consultant for Digital Mechanics, a 3D capture and reconstruction startup.
- Drs. Andersen, Cutchin, Serra, and Spezzano have finished a research project on *Precision Agriculture* with J.R. Simplot Co., that was also funded by IGEM, helping them to fuse information from multiple sources (such as historical yield data, satellite imagery, sensor data, and etc.) to assist farmers in intelligent decision making. This project also involved multiple graduate students and a post-doc. Their research results have been widely circulated inside Simplot and they are looking into ways to put it into production.
- 7 Industry partners committed to donate an additional \$70,000 to the Expand.CS Scholarships program, which has allowed us to offer at least 14 new scholarships to students for the 2017-2018 academic year. These scholarships are designed to encourage and help students to finish their degree faster. The industry partners who donated are AppDetex, Clearwater, HP, Impact Sales, MetaGeek, Paylocity and Whitecloud.

Community Events. The CS Department continues to host *Boise Code Camp* and participate in *develop.idaho* and *Hackfort* to strengthen connections with industry and entrepreneurs. The Boise Code Camp has grown to over 1000 participants in 2017 and continues to be one of the largest code camps in the Northwest.

Senior Design Projects. **In Fall 2017, 10 new senior capstone projects were sponsored by 6 local industry partners, organizations and startups.** We are working with companies from multiple sectors including high-tech, health care, government, transportation, non-profits, and agriculture.

Industrial Advisory Board. Alden Sutherland, VP and Chief Information Security Officer at AmerisourceBergen (a Fortune-16 company that recently bought multi-billion dollar local company MWI), currently heads the board. The board meets at least twice yearly with the department and provides feedback and strong support for curriculum, facilities, and hiring.

Strategy three: Increase research

The rate of research grant submissions continues to increase, with **28 grant proposals submitted** in the first six months of 2017-2018. As a comparison, last year we had 33 grant proposals submitted for the entire year. **Six new grants were funded** during Fall 2017 for a total funding of \$604,397. Most of the others are pending review.

Last year we had nineteen awards for a record \$4.47 million (not including \$700K from this IGEM award). Despite that, the faculty continue to be active in pulling in new funding in the first five months of this year. **Compared to three years before the first IGEM award (2010-2012), the total research funding since then (2013-2017 – 4.5 years) has gone up by 50x!** (From \$209K to \$10.57 million. This does not include the two IGEM awards.)

The inter-disciplinary PhD in Computing program was started in Fall 2016. The program has emphasis in Computer Science, Cyber-Security, and Computational Science and Engineering, with a planned

emphasis in Data Science in the near future. The PhD program now has 15 students, up from 3 last year. It involves faculty from multiple departments across the campus. The PhD program has the potential to significantly increase the research profile of the department and college and to draw top-notch talent to come to Boise State University and potentially end up in local industry.

Last year, with additional JFAC funding, the department had started the work to create the CLICS (Cyber Lab for Industrial Control Systems) lab. The CLICS lab is now operational in the new space in the adjoining US Bank building. It was designed in collaboration with Idaho National Lab and several companies such as GE, Honeywell, Idaho Power, Suez Water and others. . Dr. Hoda Mehrpouyan and Dr. John Stubban are the co-directors of the lab. Several other faculty are also involved in this lab. The lab has state-of-the-art equipment for process control testbed and smart grid testbed.

Strategy Four: Enhancing the Student Pipeline

In Fall 2017, we started the second year in the new City Center Plaza building in downtown Boise. Located at 777 West Main Street in Downtown Boise, adjacent to the Grove Plaza, City Center Plaza (CCP) is in the heart of Boise's technology ecosystem. The Department of Computer Science occupies a first floor lobby that connects by elevator/stairway to the second and third floors where classrooms, offices and labs are located. Recently, the department has also expanded into the 2nd floor of the adjoining US Bank building.

This new location provides computer science students with an unparalleled opportunity for internships and other interactions with industry in a modern and inviting learning environment. The new location is already lead to an increased interest from potential students, both in-state and out-of-state, in the Computer Science department.

The undergraduate program continues to grow each year with **711 students in Fall 2017**, a 3.5% increase from 687 in Fall 2016. The total number of students (majors, minors, graduate students) is now **937**. Last year 69 Bachelors and 16 Masters students graduated. There have already been 35 Bachelors and 15 Masters graduates in Summer/Fall 2017. With around 110 students in senior-level Operating Systems (CS 453 course, F'17-S'18, one of the last classes they take), we expect the total number of graduates this year to go up again significantly. We also expect to have a record number of Masters students completing this year.

The Computer Science major continues to be one of the largest major for incoming freshmen in Fall 2017. Last year 90% of graduates accepted jobs in Idaho versus around 80% historically. So not only is the output increasing, the in-state retention after graduation has also improved. We will have data for this year in time for the annual report but we expect similar results.

The IDoCode project (funded by the National Science Foundation) to introduce high quality computer science in high schools is in its fourth year. We now have 62 teachers in four cohorts. As a result of the

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work of the CS faculty and their external partners, we have around **1400+ high school students taking computer science courses in Fall 2017** in Boise and West Ada school districts alone, which is a **32x increase** from three years ago.

All of the above point towards a booming student pipeline that is promising to increase the computer science workforce in Idaho significantly. As an example of its impact, we continue to see software companies locating near the new CS downtown location. Kount, which received an \$80 million investment last year, is planning to move to a remodeled building 2 blocks from the CS department and expect to hire 80-90 new employees¹. Tangocard, a software company from Seattle, opened an engineering office in Boise in the Hoff building, again 2 blocks from the CS department so that they can actively recruit from us. Paylocity is opening a new software development center within a block or two of the CS building in 2018 and holding a special session for CS seniors. The list keeps getting longer each year!

Future Plans

The department is well on its way to further sustained growth in all areas. We expect the number of graduates to be around 80-90 this coming year. The research activity continues to be at a high-level and the interaction with industry continues to increase and deepen with the new downtown location. After some time to settle down after the hectic growth, the department needs to start planning for the next round of growth!

Faculty and Student Participation

Five faculty and twelve graduate research assistants were supported directly on this grant. The supported faculty have in turn worked with more students and staff because of grants they received. As a result there were a total of **five faculty, 49 students/staff** that were supported directly or indirectly (excluding the three PIs). Additionally, several additional students have started internships at local companies because of the renewal of the Expand.CS program this fall.

Name	Undergraduate	Graduate	Post-docs	Visiting Researchers
Steve Cutchin	9	6	0	0
Edoardo Serra	0	3	1	0
Elena Sherman	2	3	0	0
Dianxiang Xu	12	4	1	1
Sole Pera	3	4	0	0
Total	26	20	2	1

Patents and Copyrights

There are no patents or copyrights to report at this time.

¹ <https://idahobusinessreview.com/2017/09/11/kount-will-move-across-the-river-and-into-downtown/>

Startups and Technology Licenses

Students were involved in the following new startups, supported by Co-PI Jim Conrad and Bogdan Dit via the Senior Design course. Some of these startups are in conjunction with Boise State Venture College.

- Nelson Irrigation — water saving system and app for farmers
- LittleAuthors — continued work on startup from last year. Story-telling/creation app for children
- Predictable Ryde — continued work on startup from last year. Real-time bust information to parents and schools

Expenditure Report

Five faculty and twelve graduate assistants were directly supported via the IGEM grant during this period.

Budget from July 2016 to June 2017				
Category	Salary	Fringe	Tuition	Total
Faculty	\$177,130.63	\$51,058.49		\$228,129.12
Graduate Assistants	\$83,601.76	\$11,751.90	\$8,754.00	\$104,107.66
Total	\$260,732.39	\$62,810.39	\$8,754.00	\$332,296.78

Idaho Incubation Fund Program

Progress Report Form

Proposal No.	IGEM16-002
Name:	Kurtis Cantley
Name of Institution:	Boise State University
Project Title:	Enhancing Capabilities in Microfabrication at Boise State
Reporting Period:	July 1, 2017 through December 31, 2017

Information to be reported in your progress report is as follows (attach additional information as needed):

1. Summary of project accomplishments for the period just completed and plans for the coming reporting period:

A comprehensive report on the status of this IGEM project was submitted in May 2017, followed by a year two report in July 2017. The earlier document contained detailed information about faculty grant activity and use of the Idaho Microfabrication Laboratory (IML) for education and research as well as external partnerships. It provided strong quantitative evidence for the positive impact the IML is having at Boise State and across Idaho in terms of education and research productivity. The total number of faculty and student users as well as proposals submitted that rely on the IML has been growing consistently for the last four years. The IML is the most accessible provider of advanced semiconductor processing and fabrication and additive manufacturing equipment in Idaho.

In the past six months, we have continued to build on the previous improvements and successes made possible primarily through IGEM investment and support. One of the main long-term growth strategies was of course to add new fabrication and characterization capabilities, but also to make investments that would allow the IML to handle a higher number of concurrent users. Adjustment of hourly rates to more accurately reflect actual costs of tool operation has also made the IML more attractive to a broader user base. The result of these proactive policies is continued substantial growth in usage hours by both internal and external users. Specifically, **the first two quarters of FY18 have seen double the number of internal student use hours and nearly triple the number of external (industrial) use hours relative to the first half of FY17.**

Several recent accomplishments have helped further the technological capabilities and process throughput of the IML. A highlight from fall 2017 was the purchase and installation of an additional AJA Orion physical vapor deposition (sputtering) tool for a heavily discounted price from a local company (QTI Sensing Solutions). One AJA Orion system has already been in operation in the IML for the past several years. It is has been extremely heavily used, such that it often becomes difficult to reserve time on the equipment to perform depositions. At the same time, it has also

historically generated the most revenue of any tool. At a cost of \$30,000 plus \$25,000 budgeted for upgrades, we have effectively doubled the capacity of the IML for depositions of thin-film insulators, semiconductors, and metals (including multi-layered alloys). A similar system purchased new would cost in the range of \$250,000-\$300,000. A list of other highlights from the previous six months is provided below:

- Upgrades to the Oxford PlasmaLab 180 inductively coupled plasma (ICP) etcher have been successfully installed by a technician from the company. These included an Ocean Optics USB3000 optical endpoint detection system and the addition of an argon gas delivery line with mass flow controller. This upgrade has greatly improved process control on the tool and expanded its etching capabilities to numerous other materials.
- Ownership of a recently acquired aerosol jet printer and ultraviolet sintering tool was transferred to the IML after departure of a faculty member from Boise State. Funds were used to install support infrastructure for these pieces of equipment, which furthers the stated mission of this grant in expanding expertise and augmenting existing capabilities in the emerging research areas of flexible/printed electronics and thin-film and 2D materials.
- Ownership of an nScript 3DN Microdispense System was also transferred to the IML and that tool is fully operational in the additive manufacturing portion of the lab (ENGR 106).
- The formerly purchased OAI contact printing system has been fully and upgraded with the capability to handle 8" wafers. This capability has already been utilized by American Semiconductor, Inc. for their fabrication process.
- The additional 200 A electrical panel has been installed to provide additional capacity to instruments in the clean room. To save money, this project was added on to the larger project involving a new power transformer servicing the ENGR and MEC buildings.

2. Summary of budget expenditures for the period just completed (include project burn rate):

As of January 1st 2018, approximately \$132,000 of the \$203,000 budget for equipment and other expenses has been spent. With salaries and benefits included to date for graduate students, the technical support engineer (Travis Gabel), and Prof. Harish Subbaraman totaling \$116,000, the grand total spent in the first six months is \$249,000. **This value corresponds to a burn rate (excluding remaining salaries) of approximately \$41,500/month** averaged over the first six months of the fiscal year. Major purchases and expenditures include:

- \$30,000 for the AJA sputter system purchased from QTI Sensing Solutions.
- Additional funds up to \$25,000 budgeted upgrades to the new AJA sputter system (\$9,600 already spent).
- \$10,000 matching funds provided to Profs. David Estrada and Harish Subbaraman for a successfully funded DOE proposal for electronic ink development and metrology equipment (complementary to IML areas of focus).

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- Approximately \$115,000 in salary and benefits for ECE faculty Dr. Harish Subbaraman (for the year).
- \$12,000 on the new 200 A electrical panel.
- Approximately \$105,000 in salary and benefits for technician Mr. Travis Gabel for the full year.
- Graduate student stipends and benefits totaling approximately \$77,000 for the year.
- \$102,000 in total for supplies, and facility and equipment upgrades and installation.

3. Numbers of faculty and student participation resulting from the funding, including internships:

For the spring 2018 semester, there are three full-time PhD students supported by the project. Prof. Harish Subbaraman and the technical support engineer (Travis Gabel) also continue to be supported with salary and fringe benefits. Information on the students being directly supported this year as well as their advisors, projects, and pertinent information is provided below:

- Sumedha Gandharava (Prof. Kurtis Cantley) – Researching resistive memory device simulation, fabrication, and electrical characterization. Sumedha was employed in a 6-month internship at Micron Technology during the fall 2017 semester where she worked on electrical testing of phase change memory technology.
- Pradeep Kumaradrivel (Prof. Kris Campbell) – Working on memristor and electronic device fabrication, process integration, and testing.
- Twinkle Pandhi (Prof. David Estrada) – Researching printed electronics and sensors. Received a student travel award as well as a 2nd place poster award at the 2017 FLEX conference in June, the nation's leading forum for flexible, printed and hybrid electronics technology.

Several other students have also received awards and internships that were either directly enabled by or related to work in the IML that was made possible by IGEM funding. This list includes:

- Kiyo Fujimoto (Prof. Dave Estrada) – Upon entering graduate school, Kiyo was initially awarded a 3-year DOE Nuclear Fellowship. This year, she also received a prestigious INL Graduate Fellowship. In large part, Kiyo's work that led to the fellowship was enabled by IGEM through the additional additive manufacturing capabilities in the IML (the Dimatix materials inkjet printer and the Optomec aerosol jet printer and associated UV sintering equipment). Recipients of INL's Graduate Fellowship will have their university tuition and fees covered during the last two years of their doctoral research, plus a \$60,000 annual salary paid by INL for their work at the lab. A link to the press release of this announcement is at the end of the report.
- Binay Joshi (Prof. David Estrada) – Binay was funded on IGEM for part of last year, and was an intern at FiberGuide, Inc. in summer 2017. He continues to collaborate with FiberGuide in their product development efforts.

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- Tony Varghese (Profs. David Estrada and Yanliang Zhang) – Tony received a best poster award and cash prize at the 36th annual International Conference on Thermoelectrics (ICT 2017) in Pasadena, CA in August.

4. List patents, copyrights, plant variety protection certificates received or pending:

“Optically Gated Transistor”. Inventor: Campbell. Provisional Patent filed May 2017.

“STARShiP: Strain sensing using AeRosol jet Printing of flexible capacitive strain gauges”. Inventors: Watinks, Elquist, Warren, Riggs, Estrada, Fujimoto. Provisional Patent filed May 2017.

5. List technology licenses signed and start-up businesses created:

At this time there are no start-up businesses created as a direct result of IGEN funding. However, memristor (resistive memory) technology and processing techniques developed by Prof. Kris Campbell in the ECE department continues to be licensed by Knowm, Inc. and M. Alexander Nugent Consulting (MANC) of Santa Fe, NM. Their projects have been ongoing, resulting in significant use of and revenue for the IML, and accounting for approximately 25% of all licensing revenue at Boise State in calendar years CY16 and CY17.

6. Status of private/industry partnerships (include enough information to judge level of engagement):

External interest in use of the facility continues to grow rapidly. Not only is the number of external use hours increasing at a much faster rate than the 30% per year outlined in the original proposal, but the overall number of external partners continues to grow. Several new agreements with Idaho businesses and organizations have been put in place since the start of the project to use the IML and new equipment and processes contained in it. A list of currently active external partners and associated project includes:

- Idaho National Laboratory (INL, Idaho Falls, ID) – The Idaho National Laboratory is continuing to expand its collaborative work with Boise State. One of the emphasis areas is advanced manufacturing, and the IML plays a key role in this initiative. A large program on in-pile instrumentation was funded in August 2017 with the effort at Boise State centered on the investigation of materials for sensors. This work is heavily utilizing the IML. In addition, the Center for Advanced Energy Studies (CAES) is expanding its efforts in advanced manufacturing and is working more closely with Boise State on additive manufacturing. Additional funding is expected in FY 18 that will include funds in the budget for work in the IML.
- American Semiconductor, Inc. (Boise, ID) – American Semiconductor has continued to heavily use the facility for a number of activities including photolithography, wet chemical etching and processing, and metrology. Their results have been presented at multiple conferences and workshops with

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credit to the IML at Boise State. In 2017, they received a grant from NextFlex, America's Flexible Hybrid Electronics (FHE) Manufacturing Institute, to develop and deliver mechanically flexible RFID tags that can automatically log and wirelessly transmit environmental data. Profs. David Estrada and Harish Subbaraman are collaborators on this project.

- Fiberguide Industries (Caldwell, ID) – Fiberguide continues to increase their use of resources recently acquired by the IML including the new AJA sputter system as well as the new additive manufacturing inkjet and aerosol jet printers in their work involving gold coated fiber optics.
- Emerson Cargo Solutions (formerly PakSense, Inc., Boise, ID) – Emerson has been performing collaborative research, particularly with Profs. Harish Subbaraman and David Estrada through their recent IGEM grant to develop sensors that help detect potato rot.
- Micron Technology (Boise, ID) – Micron has sponsored a senior design team to identify the relationship between the structure of a semiconducting superlattice and its electrical properties using IML high temp annealing resources. This is a continuation of a project first started in the IML in the Fall of 2017.
- L3 Technologies (San Diego, CA) – Collaborative research with Prof. Maria Mitkova to develop amorphous to crystalline transition materials for optical recording. L3 paid a student (Karishmae Kadrager) to perform work in the IML, as well as Prof. Mitkova as a consultant.
- QTI Sensing Solutions (Boise, ID) – QTI is currently using the new Bruker Stylus Profiler as part of their incoming inspection routine for received brass housings as part of their quality inspection program.

7. Any other pertinent information that will indicate to the council that the project is meeting satisfactory progress.

Another emphasis area for the IML is providing additional opportunities for education through new courses and labs. This fall, ECE 440/540 (Introduction to Integrated Circuit Processing) had 12 total students enrolled. In spring 2018, a new ECE 497/597 (Memristor Fabrication) class being taught by Prof. Kris Campbell has 18 students currently enrolled (see photo). Another course taught by Prof. Dave Estrada on Nanoscale Transport processes makes use of a \$25,000 NASA CLUSTER grant to develop new devices such as strain gauges using additive manufacturing (link to press release is below). Finally, the MSE 280 (Intro to Materials Lab Practice) course will have approximately 15-20 students this semester (spring 2018) involved in projects that use the IML in some capacity for materials development. Many employers consider these types of hands-on learning activities to be very positive experiences.



A photograph of one of the memristor fabrication course lab sections learning photolithography techniques in the clean room.

Press release for Kiyo Fujimoto's INL fellowship:

<https://news.boisestate.edu/update/2017/10/02/students-awarded-prestigious-idaho-national-lab-fellowships/>

Press release for Nanoscale Transport class:

<https://news.boisestate.edu/update/2017/05/16/nanotechnology-reaching-new-heights-boise-state-university/>

**Security Management of Cyber Physical Control Systems
July 2016-June 2019**

Year 2 Mid-Year Report

**State Board of Education
Higher Education Research Council
Idaho Global Entrepreneurial Mission (IGEM) Initiative Grant**

Grant Number IGEN17-001

University of Idaho, College of Engineering

Project Director and PI: Larry Stauffer, Dean

Co-PI's: Fredrick Sheldon, Chair and Professor, Computer Science
Brian Johnson, SEL Endowed Chair, Electrical & Computer Engineering
Michael Haney, Assistant Professor, Computer Science
Daniel Conte de Leon, Assistant Professor, Computer Science

Executive Summary

Cyber-attacks and intrusions are nearly impossible to reliably prevent given the openness of today's networks and the growing sophistication of advanced threats. Knowing the vulnerabilities is not adequate, as the evolving threat is advancing faster than traditional cyber solutions can counteract. Accordingly, the practice of cyber security should focus on ensuring that intrusion and compromise do not result in business damage or loss through more resilient solutions. We are creating a platform to facilitate and build complementary and multidisciplinary R&D capabilities to address these pressing problems. Our platform will incubate innovative products and services for safeguarding cyber physical control systems (CPCSs) that are ubiquitous and underpin key sectors of our economy. Early participation of industry will aid in vetting promising technologies. Better methods for assessment combined with more resilient systems design will safeguard against potentially immense economic impact currently being faced by Idahoan stakeholders.

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Security Management of Cyber Physical Control Systems
July 1-December 31, 2017

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I. Summary of Project Accomplishments and Plans

This report provides the status of the project titled “Security Management of Cyber Physical Control Systems” which is an Idaho Global Entrepreneurial Mission (IGEM) Initiative Grant # IGEM17-001 sponsored by the Higher Education Research Council (HERC) of the Idaho State Board of Education (ISBOE). We are concluding the first eighteen-months of this three-year project and this report provides an update of progress during the time period of (July 1-December 31, 2017).

During the next six-month period, January 1-June 30, 2017, we plan to continue with our work plan as described in the proposal. Specifically we plan to complete the hiring of faculty and graduate students and place six student interns with industry partners. With regard to infrastructure enhancements we plan to complete the equipment installations in the power systems laboratory and start installation of the node in Coeur d’ Alene. We will also make preparations for the third and final year of this project.

II. Budget Expenditures

Expenditures July 1 - December 30, 2017				
Category	Approved	Expenditur	Remaining	Notes
Salaries	\$ 460,715	\$224,278	\$236,437	faculty and students
Fringe Benefits	\$ 128,732	\$ 54,145	\$ 74,587	faculty and students
Travel	\$ 10,000	\$ 5,836	\$ 4,164	
Operating	\$ 78,153	\$ 9,093	\$ 69,060	saving for upcoming search expenses
Capital Outlay	\$ -	\$ -	\$ -	
Tuition	\$ 22,400	\$ 11,974	\$ 10,426	
Total	\$ 700,000	\$305,326	\$394,674	

III. Demonstration of Economic Development/Impact

In this section we detail our accomplishments, organized by the four Objectives of the project.

(1) Strengthen our capacity by adding key faculty and enhancing laboratories.

In the second six months of 2017 we made substantial progress on laboratory enhancements, building collaborations, and producing research results. We added a new faculty member from last year’s search process and reassigned the time of an existing faculty member to make progress on the goals of the project. We also continued the search process for the final two faculty positions called for in the proposal with on-site interviews scheduled for January. We also hired two PhD graduate students. A summary is as follows:

III.1.A Faculty Searches

Our work plan calls for the hiring of four new faculty members. We now have two of these faculty working. The latest hire is professor Dakota Roberson. Dr. Roberson earned a PhD in Electrical Engineering from the University of Wyoming in 2017. During his studies, he was also a half-time intern for Sandia National Laboratories. Being located in our program in Idaho Falls is an excellent fit for his national laboratory background and is already helping us in our work with the Idaho National Laboratory. His area of expertise is in wide-area damping control to control the effects of asymmetric time delay in geographically disparate locations, impact on coupling due to sensor/output collocation issues, and forced oscillations in the wide-area damping control environment. These situations matter because grid operators consider all of these limitations as they develop control systems to be implemented in their jurisdiction. However, sensor/output collocation disparities may limit their ability to ever implement the control.

We are currently conducting searches for the following two remaining positions. Knowing the difficulty in finding faculty in these particular areas we started the searches last year and are on our second round of reviews. We have three individuals scheduled to interview for the Idaho Falls position in Idaho Falls January 8, 10, and 11. We have been conducting telephone interviews with candidates for the position in Moscow and expect to have on-campus interviews towards the end of January. These positions are:

- Assistant Professor in Computer Science in Idaho Falls; expertise in security in internet of things.
- Assistant/Associate Professor in Computer Science in Moscow; expertise in cyber security of cyber-physical controls systems.

II.1.B Graduate Students

Currently two graduate students, both in PhD programs, are working as research assistants under the project--Mohammad Ashrafuzzaman and Ananth A. Jillepalli. Both were hired at the beginning of fall 2017 semester. Mohammad was assisting Krishna Koganti (who graduated in summer 2017) with his work on the VMWare based Industrial Control Systems (ICS) Testbed project. Mohammad authored a paper based on this work that was accepted for the MALCON2017 conference. For his own research under this project, Mohammad is working on detecting and preventing stealthy cyber-attacks on cyber-physical power systems using deep learning techniques and cybernomics. He has started applying deep learning algorithms to detect false data injection attacks in power systems. The data-sets he is using are being generated by a MATLAB simulation by Dr. Yacine Chakhchoukh. Mohammad has presented the idea as a poster in the Pacific Northwest Industry Workshop and is now writing a paper for submission in a journal.

Ananth Jillepalli is developing a High-level and Extensible System for Training and Infrastructure risk Assessment (HESTIA) for cyber physical control systems (CPCS) infrastructure. Identifying vulnerabilities in a CPCS infrastructure can be challenging without a high-level security policy specification. Yet knowing the security policy specification is not sufficient to eliminate vulnerabilities. Knowledge of possible attacks and respective defense

measures are also needed to secure CPCS infrastructure. Ananth has also assisted Krishna Koganti in testing Krishna's Matlab-based ICS testbed. During his tenure as a research assistant in fall 2017 semester, Ananth has worked on several publications, a poster, and a lightning talk.

III.1.C Laboratory Enhancements

The most significant accomplishment with respect to laboratory enhancements is the expansion of the Power Applications Laboratory in Moscow. It underwent a major expansion from about 1,500 sq.ft. to 2,200 sq.ft. (Figure 1). In the original proposal we planned to use the existing space and just enhance the equipment in it. But we took advantage of an opportunity presented by the Murdock Foundation to invest an additional \$285,000 of their funding invested in the laboratory with an additional \$200,000 of other funding invested in Coeur d' Alene to create a distributed testbed with locations in Moscow, Idaho Falls, and Coeur d' Alene. We have worked with the Schweitzer Engineering Laboratory (SEL) Engineering Services Division to design this testbed for performing research on cybersecurity of power and industrial control systems. This testbed will enable research and development of novel and secure techniques and algorithms for securing today and tomorrow's Power Grid (PG) along with other types of Industrial Control Systems (ICS). The major advantage of this testbed is that it will enable researchers and engineers to perform and collaborate on ICS-specific cybersecurity research, development, and testing on a system that closely resembles current distributed critical infrastructure cyber-physical control systems. The testbed will expose hardware-in-the-loop simulation, enable the capture and use of real operational data, integrate current and future components of the power grid and other industrial control systems, and enable realistic attack-defend scenarios for research, evaluation, and testing. It will integrate with the current Real Time Digital Simulator (RTDS) and be accessible from the other UI locations as well as BSU. This capability will significantly enhance our ability to demonstrate (in-situ) advanced PG/ICS technology to Idaho industry partners.

The increased scope and capability of this change has come with a cost, in that the enhancements will take about 9 months longer than we originally anticipated. However, this is a small price to pay for the benefit we are gaining. The space for the test bed was remodeled and completed the end of November, two months behind schedule because of asbestos abatement in the new space. A contract was given to Schweitzer Engineering Laboratories for the industrial control equipment and RTDS upgrade. The equipment started to arrive in December, as shown in Figure 2. The RTDS and associated amplifiers were moved to the lab and test equipment was connected to the RTDS as shown in Figures 3-6. We will provide a more comprehensive description of the laboratory in the next, upcoming annual report.

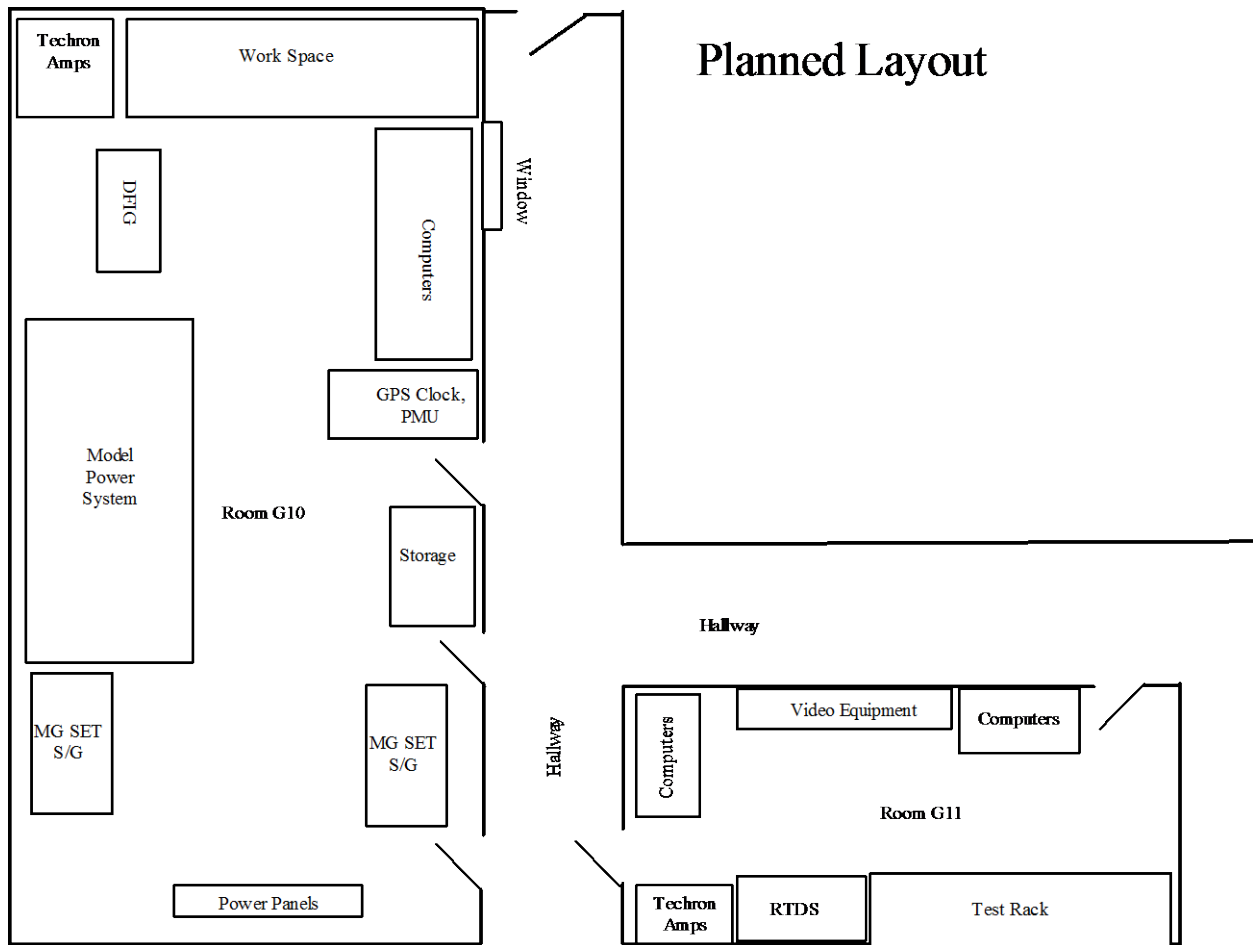


Figure 1: Illustration of Power Systems Laboratory Expansion



Figure 2: Some of the test equipment for the expanded power lab along with new equipment racks



Figure 3: Amplifiers moved and installed in the new space.



Figure 4: Some of the test equipment for the expanded power lab along with new equipment racks



Figure 5: RTDS, some of the test equipment racks and power amplifiers in remodeled lab space



Figure 6: Some of the test equipment for the expanded power lab along with new equipment racks

(2) Strengthen collaboration with Idaho industry and other Idaho universities

III.2. Industry and University Collaborations

Our team had numerous on-going and one-time collaborations with industry and other universities. Some of these collaborations are listed below:

Brian Johnson has had weekly meetings with Craig Rieger and Tim McJunkin from the INL related resilient control of critical infrastructure. Efforts included:

- (1) Ongoing research project as part of DOE Grid Modernization Lab project related to resilience metrics for power distribution systems.
- (2) Collaboration on an ongoing LDRD proposal related to cybersecurity for industrial control systems, with collaboration from Virginia Commonwealth University.
- (3) Collaboration course ECE 469/569: Resilient Control of Critical Infrastructure with collaboration between UI, BSU, and INL along with some interaction with Naval Post Graduate School, Weber State University, and Idaho State University.

Brian Johnson had monthly meetings with engineers from ABB Corporations, University of Illinois, Argonne National Lab and Bonneville Power Administration as part of a project addressing cybersecurity for HVDC transmission systems.

Brian Johnson and Yacine Chakhchouhk have been part of a project with Avista Corporation looking at non-wire solutions that use sensors and controls to alleviate the need for new transmission lines to improve reliability of power systems at a lower cost.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Brian Johnson was advisor for three industry sponsored senior design teams, one sponsored by Avista and one by Schweitzer Engineering Laboratories.

Yacine Chakhchoukh is having regular meetings with professors at Virginia Tech (Lamine Mili, Michael von Spakovsky, and Konstantinos Triantis). The team is writing a joint proposal with other professors at other universities to submit in March 2018 to the NSF. The title is: “Enhancing the resilience of interdependent power systems and emergency services via micro-grids” targeted starting date August 2018. For this project the cyber-security test-bed will be used in the research conducted at the University of Idaho. Collaboration will be started with AVISTA Corporation on this project.

Date: September 18, 2017: Visit and presentation: **Visitor/Speaker:** Dr. Svitlana Volkova, Senior Research Scientist, Data Sciences and Analytics Group, National Security Directorate, Pacific Northwest National Laboratory (PNNL). **Title:** Topic: Predicting the Future with Deep Learning and Signals from Social Media. Also, Dr. Volkova and a research and recruiting team from PNNL visited the University of Idaho and met with students and faculty.

Date: October 09, 2017: Visit and presentation: **Visitor/Speaker:** Ginger Wright, Program Manager for Domestic Nuclear Cybersecurity at Idaho National Laboratory (INL). CS Colloquium presentation, **Title:** Cyber Informed Engineering. Ms. Wright also met with College of Engineering faculty and students.

Date: November 27, 2017: Visit and presentation: **Visitor/Speaker:** Dr. Glenn A. Fink, Senior Cyber Security Researcher, Pacific Northwest National Laboratory (PNNL). CS Colloquium presentation, **Title:** Security and Privacy Grand Challenges for the Internet of Things. Dr. Fink also met with College of Engineering faculty and students.

Date: November 27, 2017: Presentation: **Visitor/Speaker:** Jason Dearien, Senior Application Engineer, Schweitzer Engineering Laboratories (SEL), **Title:** Requirements and Challenges of Building Software for Critical Infrastructure. Mr. Dearien also met with College of Engineering faculty and students after the presentation.

Date: Fall, 2017: Live Table Top Exercise: **Visitor/Speaker:** Dr. Jessica Smith, Cybersecurity Researcher, Pacific Northwest National Laboratory (PNNL), helped organize and participated in a critical infrastructure cybersecurity event tabletop exercise for University of Idaho students.

Date: Fall, 2017: Engineering Capstone Design Projects. **Customer:** Dr. Jessica Smith, Cybersecurity Researcher, Pacific Northwest National Laboratory (PNNL), is sponsoring two College of Engineering Capstone Design projects focused on cybersecurity of the Power Grid and Industrial Control Systems.

(3) Foster technology transfer and commercialization through technology incubation
During the past six months we have had several proposals accepted and submitted for research in this area.

III.3.A Proposals

ACCEPTED

H.L. Hess, B. Johnson, Y. Chakhchoukh, "Framework for Siting and Sizing Energy Storage for Enhanced Performance of the Avista System," Avista Corporation, August 15, 2017 - August 31, 2018, \$83,712.89.

A. Ibrahim, B. Rezaie, B.K. Johnson, "Aerogel Insulation System: An Innovative Energy Efficient Thermal Wall," Avista Corporation, Sept. 1, 2017- August 30, 2018, \$88,777.

B.K. Johnson, Y. Chakhchoukh and D. Conte de Leon, "Testbed for Power and Industrial Control Systems," Murdock Charitable Trust, May 18, 2017-August, 31, 2019, \$284,500 (total project \$872,407)

SUBMITTED

B.K. Johnson, H.L. Hess, Y. Chakhchoukh (all University of Idaho), Craig Rieger (INL, and Milos Manic (Virginia Commonwealth University, Real-time Sensing of Transient Occurrences through Resilient Design (ReSTORD), Bonneville Power Administration, \$459,588

B.K. Johnson, H. Lei, Student Support for the 2018 International Conference on Probabilistic Methods Applied to Power Systems, National Science Foundation, \$12,750

Title: SaTC: EDU: Development of Reverse Engineering Laboratory and Curriculum

Amount Requested: ~\$ 300,000

Proposed Period: October 1, 2018 to September 30, 2020 (2 years).

Proposed Source: NSF, Secure and Trustworthy Cyberspace, Education: SaTC:EDU.

Location: University of Idaho, Idaho Falls, Idaho, U.S.A.

PI: Haney, Michael; Computer Science, Idaho Falls, University of Idaho.

CoPI: Roberson, Dakota; Electrical and Comp. Engineering, Idaho Falls, University of Idaho

Title:

SaTC: CORE: Small: Cybersecurity Analysis of PMU-based State Estimation for the Smart Grid

Amount Requested: \$ 499,982

Proposed Period: August 20, 2018 to August 19, 2021 (3 years).

Proposed Source: NSF, Secure and Trustworthy Cyberspace, SaTC, CORE Program.

Location: University of Idaho, Moscow, Idaho, U.S.A.

PI: Chakhchoukh, Yacine; Electrical and Computer Eng. Moscow, University of Idaho.

CoPI: Conte de Leon, Daniel; Computer Science, Moscow, University of Idaho.

CoPI: Johnson, Brian K.; Electrical and Computer Eng. Moscow, University of Idaho.

III.3.B Publications

PUBLISHED or ACCEPTED

Conte de Leon, Daniel; Stalick, Antonius Q.; Jillepalli, Ananth A.; Haney, Michael A.; Sheldon, Frederick T. (2017) "*Blockchain: Properties and Misconceptions*", Asia Pacific Journal of Innovation and Entrepreneurship, Volume: 11 Issue: 3, pp. 286-300, December 2017.
<https://doi.org/10.1108/APJIE-12-2017-034>.

Conte de Leon, Daniel; Brown, Matthew G.; Jillepalli, Ananth A.; Stalick, Antonius Q.; Alves-Foss, Jim. "*High Level and Formal Router Policy Verification*." The Journal of Computing Sciences in Colleges, Volume 33, Number 1, pp. 118, October 2017.
<https://dl.acm.org/citation.cfm?id=3144631>

Jillepalli, Ananth A.; Sheldon, Frederick T.; Conte de Leon, Daniel; Haney, Michael A.; Abercrombie, Robert K. "*Security Management of Cyber Physical Control Systems Using NIST SP 800-82r2*". In Proceedings of the 13th International Wireless Communications and Mobile Computing Conference (IWCMC), 26-30 June 2017, Valencia, Spain, IEEE. DOI: 10.1109/IWCMC.2017.7986568 <http://ieeexplore.ieee.org/document/7986568/>

Conte de Leon, Daniel; Goes, Christopher; Jillepalli, Ananth A.; Haney, Michael A.; Krings, Axel. "*ADLES: Specifying, Deploying, and Sharing Hands-On Cyber-Exercises*", Journal of Computers and Security, To Appear, Elsevier 2018.
<https://www.journals.elsevier.com/computers-and-security>

Jillepalli, Ananth A.; Conte de Leon, Daniel; Sheldon, Frederick T.; Haney, Michael A. "*Hardening the Client-side: A Guide to Enterprise-level Hardening of Web Browsers*." In Proceedings of the 15th IEEE International Conference on Dependable, Autonomic and Secure Computing (IEEE DASC 2017). November 2017. IEEE.

Koganti, Venkata SreeKrishna; Ashrafuzzaman, Mohammad; Jillepalli, Ananth A.; Conte de Leon, Daniel; Sheldon, Frederick T.; "*A Virtual Testbed for Security Management of Industrial Control Systems*." In Proceedings of the 12th International Conference on Malicious and Unwanted Software (MALCON 2017). November 2017. IEEE.

S. Basumallik, S. Eftekharnajad, N. Davis, N. Nuthalapati, B.K. Johnson, "Cyber Security Considerations on PMU-base State Estimation," *Proceedings of the 2017 Cybersecurity Symposium*. Coeur d'Alene, Idaho, April 17-18, 2017

P. Penkey, H. Samkari, B.K. Johnson, H.L. Hess, "Voltage Control by Using Capacitor Banks and Tap Changing Transformers in a Renewable Microgrid," 2017 IEEE Power & Energy Society Innovative Smart Grid Technologies Conference (ISGT), April 23-26, 2017, Arlington Virginia

N. Fischer, B.K. Johnson, J.D. Law, A.G. Miles, "Induction Motor Modeling for Development of a Secure In-Phase Motor Bus Transfer Scheme," 2017 IEEE International Electric Machines and

Drives Conference (IEMDC), Miami, FL May 22-25, 2017. Reviewed based on extended abstract)

N. Fischer, J.D. Law, A.G. Miles, B.K. Johnson, "Dynamic Modeling of an Improved In-Phase Motor Bus Transfer Scheme," *Proceedings of the International Conference on Power Systems Transients (IPST2017)*, Seoul, South Korea, June 26-29-18, 2017.

Anujan, B.K. Johnson, E.J. William, "Protection Studies of Geographically Dispersed Type 3 Wind Energy Systems," *Proceedings of the 2017 IEEE Power and Energy Society General Meeting*, Chicago, IL, July 2017

S. Chilukrui, M. Alla, B.K. Johnson, "Enhancing backup protection for thermal power generating stations using sampled values," *Proceedings of the 2017 North American Power Symposium*, Morganton, WV, September 17-19, 2017.

S. Basumallik, S. Eftekharnajad, N. Davis, B.K. Johnson, "Impact of false data injection attacks on PMU-based state estimation," *Proceedings of the 2017 North American Power Symposium*, Morganton, WV, September 17-19, 2017.

H. Beleed and B.K. Johnson, "Comparative study on IEEE12 bus system with D-FACTS devices in different simulation tools," *Proceedings of the 2017 North American Power Symposium*, Morganton, WV, September 17-19, 2017.

W. Parker, B.K. Johnson, C. Rieger, T. McJunkin, "Identifying critical resiliency of modern distribution systems with open source modeling," *Proceedings of Resilience Week 2017*. Wilmington DE, September 19-21, 2017

V. Koganti, M. Ashrafuzzaman, A. Jillepalli, F.T. Sheldon, B.K. Johnson, "A Virtual Testbed for Security Management of Industrial Control Systems," MALCON 2017, Malware Conference, January 2018, San Juan, Puerto Rico (delayed due to hurricane damage)

SUBMITTED

Jillepalli, Ananth A.; Conte de Leon, Daniel; Sheldon, Frederick T.; Haney, Michael A. "Enterprise-level Hardening of Web Browsers." Submitted to Springer Security Informatics Journal. <https://security-informatics.springeropen.com/>

Steiner, Stuart; Jillepalli, Ananth A.; Conte de Leon, Daniel; "Applying the Principle of Least Privilege to Harden Web Application Security." Submitted to Springer Security Informatics Journal. <https://security-informatics.springeropen.com/>

Jillepalli, Ananth A.; Conte de Leon, Daniel; Sheldon, Frederick T.; Chakhchoukh, Yacine; Johnson, Brian K.; Haney, Michael A. "An Architecture for HESTIA." Submitted to 24th National Conference on Communications (NCC 2018). February 2018. Hyderabad, India.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

Steiner, Stuart; Jillepalli, Ananth A.; Conte de Leon, Daniel; *"Hardening Web Applications Using a Least Privilege DBMS Access Model."* Submitted to 24th National Conference on Communications (NCC 2018). February 2018. Hyderabad, India.

IN PREPARATION

Jillepalli, Ananth A.; Conte de Leon, Daniel; Bhandari, Venkata A.; Steiner, Stuart; Alves-Foss, Jim *"Analysis of Web Browser Security Configuration Options."* To be submitted to IEEE Access Journal. <http://ieeaccess.ieee.org/>

Ashrafuzzaman, Mohammad; Jillepalli, Ananth A.; Chakhchoukh, Yacine; Conte de Leon, Daniel; Sheldon, Frederick T.; *"Detecting Stealthy False Data Injection Attacks in Smart Grid Using Deep Learning"*. To be submitted to Future Generation Systems Journal.

III.3.C Presentations

Title: Application of Protection Challenges for Connecting to a Microgrid
Place: Idaho Commons.
Co-sponsored by the IEEE Palouse Section and the University of Idaho.
Date&Time: September 14, 5:00pm
Speaker: John Kumm, P.E., POWER Engineers.

Title: Traveling Wave Technology for Accurate Fault Location and Ultra-High Speed Line Protection
Place: Schweitzer Engineering Laboratories Event Center.
Co-sponsored by the IEEE Palouse Section and the University of Idaho.
Date&Time: September 25, 6:00pm
Speaker: Venkat Mynam, Principal Research Engineer, Schweitzer Engineering Laboratories, Inc.

Title: Remedial Action Scheme Preventing Country-Wide Blackout
Place: Idaho Commons, University of Idaho.
Co-sponsored by the IEEE Palouse Section and the University of Idaho.
Date&Time: October 10, 6:00pm
Speaker: Brian Clarke, P.E., Automation Engineer, Schweitzer Engineering Laboratories, Inc.

Title: Smart Cities for Promoting Global Sustainability
Place: Washington State University.
Co-sponsored by the IEEE Palouse Section and the University of Idaho.
Date&Time: November 7, 11:00am
Speaker: Mohammad Shahidehpour, University Distinguished Professor, Bodine Chair Professor of Electrical and Computer Engineering, and Director of the Robert W. Galvin Center for Electricity Innovation at Illinois Institute of Technology (IIT)

(4) Strengthen and expand the workforce

In our proposal we stated that accomplishments in this Objective would not occur until year 3. However, our team has already made some progress, namely:

III.4.A Student Internships

1. INL: Four Cybersecurity students participated in internships at Idaho National Laboratories during the summer of 2017. These students worked on projects related to the cybersecurity with a focus on industrial control systems and critical infrastructure protection.

2. PNNL: Three Cybersecurity students participated in internships at Pacific Northwest National Laboratory during the summer of 2017. These students worked on projects related to the cybersecurity of industrial control systems.

III.4.B Cybersecurity Competitions and Student Professional Development

1. November, 10-11, 2017: NICCDC: NIATEC Collegiate Cyber Defense Competition, Pocatello, Idaho: Eight University of Idaho students (7 from Moscow and 1 from Idaho Falls) traveled and participated in this live cyber defense competition organized yearly by NIATEC at Idaho State University.

IV. Description of Future Project Plans

Plans for the future are to accomplish the deliverables of the four objectives. Specifically for the second half of year one we plan to:

- Complete the hires of listed in III.1.A above.
- Complete the enhancements to the Power Applications Laboratory. This task has been expanded by the additional funding from the Murdock Foundation.
- Host the Cybersecurity Symposium 2018, April 9-11 in Coeur d' Alene, organized by the University of Idaho and sponsored by the Center for Secure and Dependable Systems in the College of Engineering.
- Co-sponsor the June 2018 Probabilistic Methods in Power Systems Conference in Boise, Idaho.
- Place six student interns in industry this coming summer to develop demonstrations for the distributed test bed.

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2017

ANNUAL REPORT

OCTOBER 1, 2016
THROUGH
SEPTEMBER 30, 2017



Center for Advanced
Energy Studies



Message from the Director:

When I came to the Center for Advanced Energy Studies (CAES) in May 2017, I was immediately impressed by the collaborative nature that exists here. From its founding, CAES was established to strengthen relationships between academia, industry, and national laboratories so the world's increasingly complex energy challenges can be identified and solved, in partnership.

The CAES model is effective because our affiliated institutions are committed to a collaborative approach that recognizes and utilizes the distinctive capabilities of each organization. CAES is a classic example of an organization that is stronger together than each of its individual parts. Backed by our five affiliated institutions — Idaho National Laboratory, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming — CAES has become a place where world-renowned researchers interact daily with university faculty, and where high-achieving students receive hands-on experience, increasing our collective impact, igniting innovation, strengthening the regional workforce, and creating a new generation of energy professionals.

After more than a decade of performing collaborative energy research, CAES will spend 2018 reviewing and refreshing our strategic direction to make sure it continues to align with university, laboratory, and regional needs. This fall, I made visits to all four CAES universities, meeting with their leadership, professors, and students. It was rewarding to hear that such diverse institutions are united by a common desire to be part of CAES' success. The collaboration, cohesion, and shared vision that are essential to our mission remain strong.

A significant development this last year was a reorganization within Idaho National Laboratory (INL) that made CAES a full INL directorate, on the same level as the laboratory's Nuclear Science & Technology (NS&T), National & Homeland Security (N&HS), Energy and Environment Science & Technology (EES&T), Materials & Fuels Complex (MFC), and the Advanced Test Reactor (ATR) research organizations. This realignment gives further prominence and accountability to our work, while also broadening our network of CAES collaborators, specialized equipment, and unique facilities.

Each day, we make progress fulfilling CAES' foundational vision, but our full potential is still ahead of us. The CAES team continues to put in place the capabilities to enable "win-wins" and set a foundation for a new period of innovation and growth. This is a place to think big, but it all comes down to our people, and the pride they take in what they're doing. I am delighted to be associated with so many remarkable researchers, both seasoned and newly minted, but all game-changing. What we do every day makes a difference, and I'm convinced it will all add up to something extraordinary.

Sincerely,

Noël Bakhtian, Director of CAES

ON THE COVER: VISIBLE SCRATCHES ARE
SEEN ON A STEEL AND ZIRCONIUM METAL
SAMPLE PRIOR TO POLISHING INSIDE THE
CAES ADVANCED MATERIALS LABORATORY.

FY 2017 | By the Numbers

INVESTMENTS			
\$3M	STATE OF IDAHO INVESTMENT IN CAES		
\$7.7M	IDAHO NATIONAL LABORATORY'S INVESTMENTS IN CAES OPERATIONS AND INFRASTRUCTURE		
	\$788,308	\$493,009	
	LABORATORY DIRECTED RESEARCH AND DEVELOPMENT	CAVE EQUIPMENT UPGRADES	
OUTREACH			
130	CAES PUBLICATIONS AND PROCEEDINGS		9
1,119	VISITORS TO THE CAES CAVE 3-D IMMERSION RESEARCH ENVIRONMENT		
STUDENT IMPACT			
76	STUDENTS FROM CAES UNIVERSITIES INTERNEED AT INL IN AREAS INCLUDING NUCLEAR ENGINEERING, BIOLOGICAL SCIENCES, COMPUTER SCIENCE AND MECHANICAL ENGINEERING, PLUS:		
	12	5	3
	JOINT APPOINTMENTS FROM CAES UNIVERSITIES	INL GRADUATE FELLOWS FROM CAES UNIVERSITIES	POSTDOCTORAL RESEARCHERS FROM CAES UNIVERSITIES

Regional Leadership

Wastewater Treatment, Recycling and Energy Research

CAES and the Northwest Food Processors Association (NWFPA) co-hosted a meeting in February 2017 to address challenges with wastewater treatment and energy consumption in food processing, one of the Northwest's biggest industries. The Boise meeting convened more than 30 researchers from government, national laboratories, industry and academic institutions to discuss challenges in wastewater management and energy efficiency. Attendees and speakers included representatives from the Idaho Department of Commerce, 12 companies and researchers from all CAES member institutions.

DID YOU KNOW?

NWFPA IS A TRADE ASSOCIATION OF MORE THAN 140 PROCESSOR COMPANIES AND 350 SUPPLIERS INCLUDING CHOBANI, CLIF BAR, AND THE J.R. SIMPLOT COMPANY.

Intermountain Energy Summit

CAES was a presenting sponsor for the 2017 Intermountain Energy Summit Aug. 8-9 in Idaho Falls. CAES Director Noël Bakhtian was given the honor of introducing featured speaker Laura Holgate of the Belfer Center for Science and International Affairs. Her talk was entitled "Virtuous circles: Linking business and nuclear security." Mike Hagood, INL Regional Initiatives director and former acting CAES director, moderated the panel discussion "Nuclear Energy Re-imagined: Innovation in Applications," which featured panelists Simon Irish, CEO of Terrestrial Energy; Mark Peres, Fluor's executive project director; Dr. Ashley Finan, Nuclear Innovation Alliance; and Dr. Richard Boardman, Idaho National Laboratory.



INL DIRECTOR MARK PETERS INTRODUCES A SPEAKER AT THE INTERMOUNTAIN ENERGY SUMMIT.

The breakout discussion, "Re-imagining Regional Coal Development," was moderated by Mark A. Northam, founding director University of Wyoming's School of Energy Resources. Richard A. Horner, who has headed UW's Special Projects and Technology Directorate since 2015, was a panelist. The University of Wyoming has been a member of CAES since 2014.

Produced Water and Rare- Earth Elements

Representatives from all CAES institutions participated in a working group on June 26 at University of Wyoming. The event focused on identifying methods for optimizing the secondary value in produced water and rare-earth elements associated with oil and gas production, including hydraulic fracturing. Forthcoming white papers could be further developed into research proposals. Coordinators included Kipp Coddington (UW director, Carbon Management Institute), Jon Brandt (UW professor, director, Center of Excellence for Produced Water Management), Bill Bellamy (VP CH2MHill & UW professor of Practice), Travis McLing and Rob Podgorney (both INL). Forthcoming white papers will outline key objectives to optimize produced water utilization and rare earth production as a base for regional economic development.

25

THE NUMBER OF FACULTY,
STAFF, AND GRADUATE STUDENTS WHO
ATTENDED THE PRODUCED WATER/RARE-
EARTH ELEMENT MANAGEMENT
WORKING GROUP

Collaborative Meetings and Seminars

In FY 2017, CAES hosted, sponsored or participated in dozens of meetings that attracted researchers from the region and beyond. Here is a partial list of events that took place at CAES.

- Acid Transport Modeling Using the Finite Element Method (FEM)
- Advancing Energy Innovation Through Proper Data Management
- Advancing Marine and Hydrokinetic Energy Technology Through Materials
- Brown-bag Session: Gates, Guards and Geeks: The Changing Face of Nuclear Security
- Social-Ecological and Technological Systems Science and the New Energy Landscape
- CAES Energy Policy Institute 2017 Research Conference
- Carbon Engineering
- CyberSecurity Energy Connected
- DOE Nuclear Energy University Program call for proposals collaborative meeting
- Geothermal Energy: Here and Now: Sustainable, Clean, Flexible
- Heat, fluid flow and mechanics in MOOSE: The Porous Flow module
- International Conference on Probabilistic Methods Applied to Power Systems (PMAPS)
- Connecting research with DOE Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) opportunities
- Microstructure and in-pile sensors
- Northwest Energy Coalition NW Clean & Affordable Energy Conference
- Produced Water and Rare Earth Elements Planning Meeting
- Public Water Supply: How Much Energy Does It Take?
- INL LDRD Annual Poster Session
- My Amazing Future
- Engineering Your Future
- Lab-Bridge seminar on technology commercialization
- Lab-Bridge Pitch Competition
- Report on the Western Idaho Nuclear Complex
- Scintillator Neutron Detectors for Nuclear Science and Security
- The I-Ching: Ancient Chinese Philosophy Interconnected to Modern Science and Technology
- Thoughts on Developing Fuels & Materials for Advanced Nuclear Reactors
- Transient Kinetic Approach to Catalytic Materials for Energy-Efficient Routes to Ammonia, Ethylene and Related Chemicals
- Development of a Novel Rectenna-Based Waste Heat Harvesting Device: A DOE-ARPAe Approach
- University of Idaho Engineering Design EXPO
- Waste Water Treatment/Recycling and Energy Research for the Food Processing Industry
- Web Applications for Identifying Inefficiencies in City Water Systems

New Leadership

2017 saw some new faces added to the CAES leadership team.



Noël Bakhtian

Noël Bakhtian was hired as CAES director in May, replacing interim director Mike Hagood. Bakhtian most recently served as a senior policy adviser for environment and energy in the White House Office of Science and Technology Policy. She has also held technical positions with the U.S. Department of Energy. She earned her engineering doctorate at Stanford University's Department of Aeronautics and Astronautics; holds masters' degrees from Stanford University and the University of Cambridge, where she was a Churchill Scholar; and completed her bachelor's degree in mechanical engineering and physics at Duke University.



Anita Gianotto

Anita Gianotto was hired as CAES chief operating officer in October, replacing interim COO Gary Gresham. Previously, she served as INL's Energy and Environment Science & Technology (EES&T) manager for Research Operations. Anita actively managed the EES&T Laboratory Directed Research and Development (LDRD) portfolio and coordination of two EES&T strategic documents (INL Lab Agenda and Lab Plan). Prior to her role in EES&T, she served as the INL LDRD program manager and INL Research Management System lead gaining extensive experience in management of research operations. She has over 25 years of hands-on research experience in analytical chemistry focusing on mass spectrometric analyses and other analytical instrumentation. Anita earned her Bachelor and Master of Science in microbiology from Idaho State University.



Ethan Huffman

Ethan Huffman was hired as CAES lead for Communications and Legislative Affairs in October. Huffman previously worked for U.S. Congressman Mike Simpson working closely with state and federal agencies, county commissioners, non-profit organizations, and business leaders across eastern Idaho. He also worked for the Idaho National Laboratory from 2004 to 2012. Huffman holds a bachelor's degree in mass communication from Idaho State University and a master's degree in communication and leadership studies from Gonzaga University.

Amy Moll came on as Boise State University's associate CAES director, replacing David Solan. Moll has been with Boise State since 2000, most recently serving as dean of the College of Engineering. She holds a bachelor's degree in ceramic engineering from the University of Illinois, and earned her master's and doctorate in materials science and engineering from the University of California at Berkeley. In 2015, she was honored with a "100 Inspiring Women in STEM" Award from Insight Into Diversity magazine.



Amy Moll

Richard Christensen was appointed interim associate director for the University of Idaho when former Associate Director Tom Wood retired. A faculty member and director of UI's Nuclear Engineering program in Idaho Falls, Christensen joined the UI and CAES family in 2015, bringing in 17 new full-time graduate students. He was awarded two Department of Energy Nuclear Energy University Program grants, collaborating with the University of Michigan and the University of Wisconsin, and is working with two nuclear startup companies on novel nuclear facilities. Christensen will serve as associate director until a national search for a permanent replacement is complete.



Richard Christensen

Ed Synakowski, the new vice president of Research at the University of Wyoming, was appointed to the CAES Steering Committee following the retirement of former Wyoming VPR Bill Gern. Synakowski is the former DOE associate director of Science for Fusion Energy Sciences. A Fellow of the American Physical Society and the Institute of Physics, he has authored over 150 refereed publications. Synakowski received his Ph.D. in physics at the University of Texas at Austin and a Bachelor of Arts degree from the Johns Hopkins University.



Ed Synakowski

At the CAES Energy Policy Institute, **Harold Blackman**, the associate vice president of Research at Boise State University, took the helm as interim director. Former EPI Director David Solan accepted a senior advisory role at the U.S. Department of Energy. When CAES headquarters opened in early 2009, Blackman was the institution's second director, building meaningful relationships among leadership, faculty, staff, and students across all the affiliated institutions.



Harold Blackman

New Research Staff

University Idaho

Amin Mirkouei and **Alex Vakanski** joined CAES in industrial technology tenure track positions. David Arcilesi joined CAES in a mechanical engineering tenure track position, and **Dakota Roberson** is involved in an electrical and computer engineering effort with the Idaho Global Entrepreneurial Mission (IGEM).

Idaho State University

Leslie Kerby and **Haiming Wen** joined CAES as ISU/INL joint appointments for nuclear science and engineering. They each bring new capabilities to our Nuclear Science and Engineering research program. Kerby is engaged in modeling and simulation activities for nuclear and other energy systems, including neutronics, while Wen studies the behavior of irradiated nuclear fuel materials and related areas. Wen left ISU in August. **Mason Jaussi** (right) also joined CAES supporting safety efforts.

ISU'S MASON JAUSSEI JOINED CAES TO
SUPPORT SAFETY EFFORTS.





Boise State University

Cassandra Koerner joined EPI in January 2017 as project coordinator, providing key research support and coordinating work among affiliated collaborators. In the public and private sectors, Koerner has worked on several regional environmental impact projects as a researcher, technical writer and budget manager.

Idaho National Laboratory

James Pittman (above) joined the CAES Catalysis and Transient Kinetics Laboratory. This lab houses two Temporal Analysis of Products systems to design advanced catalytic materials that consume far less energy while minimizing byproduct and waste streams. Pittman is a leading expert in the design and fabrication of TAP systems. He will use his skills to ensure both the CAES reactor systems operate at peak performance. Pittman has been a professional welder since high school and has done specialty work on TAP systems

since their invention in the late 1980s. Pittman's experience building hardware around scientific concepts will be essential to developing better techniques for catalyst design.

Research Highlights

CAES collaborative developing new sensors

A collaborative between Idaho National Laboratory, Boise State University, and the University of Notre Dame was awarded funding through the Department of Energy's Nuclear Energy Enabling Technology (NEET) and Nuclear Science User Facilities (NSUF) programs to develop and demonstrate an additive manufacturing approach to fabricating spatially resolved sensors for in-pile thermal conductivity measurement. The team will print three omega thermal conductivity sensors onto fuel components using an aerosol jet printing approach, and study in-pile performance of the printed sensors through irradiation and post-irradiation testing. This research has the potential to establish a new sensor-manufacturing paradigm for the nuclear industry.

ISU leads teams for NEET, NSUF

Dr. Haiming Wen, a CAES joint appointment from ISU, led a team of doctoral students, master's students and visiting doctoral students in two projects. "Enhancing irradiation tolerance of steels via nanostructuring by innovative manufacturing" includes three INL collaborators – Dr. James I. Cole, Dr. Isabella van Rooyen, and Dr. Yongfeng Zhang. The second project was a Laboratory Directed Research and Development (LDRD) project: "Advanced manufacturing of metallic fuels and cladding by equal-channel angular pressing."

Partnering with French nuclear scientists

Dr. George Imel of ISU participated in an OECD Nuclear Energy Agency (NEA) meeting of the Expert Group on Improvement of Integral Experiments Data for Minor Actinide Management in Paris, France, May 31-June 1, 2017. The French agreed to financially support a Ph.D. student to further study oscillator techniques for use in French experiments. This agreement offers a unique opportunity for a CAES student to perform their dissertation at one of the most active nuclear research centers in the world.



DR. HAIMING WEN LED
SEVERAL ISU RESEARCH
COLLABORATIONS AT CAES.

Performing innovative nuclear energy research

DOE'S Office of Nuclear Energy strives to promote integrated and collaborative research conducted by partners at national laboratories, universities, industry and international entities. CAES partners pursued three Consolidated Innovative Nuclear Research (CINR) projects in 2016-17.

1

ELUCIDATION OF
ELECTROCHEMICAL
BEHAVIOR OF
TECHNETIUM,
TELLURIUM, AND
IODINE IN MOLTEN
SALT SOLUTIONS;
DR. KRISHNAN RAJA,
UNIVERSITY OF
IDAHO

2

INTEGRATED SILICON/
CHALCOGENIDE
GLASS HYBRID
PLASMONIC SENSOR
FOR MONITORING
OF TEMPERATURE IN
NUCLEAR FACILITIES;
DR. MARIA MITKOVA,
BOISE STATE
UNIVERSITY

3

ADDITIVE
MANUFACTURING
OF THERMAL
SENSORS FOR
IN-PILE THERMAL
CONDUCTIVITY
MEASUREMENT;
DR. YANLIANG
ZHANG, BOISE STATE
UNIVERSITY



Informing global clean energy investment decisions

CAES will be the integrator for a new effort to provide timely, quantified and unbiased data. The Energy Systems Strategies, Assessment and Integration (ESSAI) model aims to help inform global clean energy investment and policy decisions through comprehensive interdisciplinary research, with a focus on the role of nuclear energy. Already ESSAI has spawned new collaborations, discussions and ultimately innovative ideas in interdisciplinary energy systems studies within CAES.

CAES is currently executing a study, coordinated with the LINE Commission with the intent to inform state leadership, to evaluate the potential value chain of advanced reactors, particularly as it pertains to opportunities for Idaho and the Northwest region. Specifically, tasks include evaluating potential markets, both traditional and emerging; enumerating barriers and incentives to attract industry; and, evaluating the existing public-private partnership framework to drive advanced nuclear reactor economic development.



Modeling enhanced geothermal site

A CAES team led by INL's Rob Podgorney is aiding the University of Utah FORGE team, building the "earth model" and subsequent "reservoir models" for the enhanced geothermal pilot site near Milford, Utah. FORGE (Frontier Observatory for Research in Geothermal Energy) is a DOE project aimed at developing sites where hot subsurface rock can be fractured and water introduced to create steam to drive turbines and generate electricity. CAES interns Andy Lau (Boise State University) and Michael Janis (University of Oklahoma) are assembling the earth model and writing the code to transfer it into INL's FALCON modeling and simulation program.

KIYO FUJIMOTO IS A DOE INTEGRATED UNIVERSITY PROGRAM FELLOW WORKING ON A PROJECT FUNDED BY A NUCLEAR ENERGY UNIVERSITY PROGRAM GRANT. SHE IS ALSO ONE OF FIVE RECIPIENTS OF A 2017 INL GRADUATE FELLOWSHIP.

Earning annual nuclear energy research funding

CAES consortium members won more than \$5 million in nuclear energy research and infrastructure funding from the U.S. Department of Energy. DOE awarded more than \$66 million in nuclear energy research, facility access, crosscutting technology development and infrastructure awards in 27 states. In total, 86 projects were selected to receive funding; 25 projects include collaborators from CAES member institutions. These awards provide funding for nuclear energy-related research through the Nuclear Energy University Program (NEUP), Nuclear Science User Facilities (NSUF), Nuclear Energy Enabling Technology (NEET) and Infrastructure Award programs.

25

DOE NUCLEAR ENERGY-FUNDED PROJECTS
INCLUDE CAES MEMBER INSTITUTIONS

25

RAPID TURNAROUND PROJECTS AWARDED
TO CAES THROUGH DOE'S NUCLEAR SCIENCE
USER FACILITIES PROGRAM

\$5.3
MILLION

AMOUNT OF DOE MONEY CAES MEMBERS
WON FOR NUCLEAR ENERGY R&D AND
INFRASTRUCTURE

Awards and Recognition



Dr. Donald McEligot

UI's McEligot honored

At the 2017 TURBO EXPO, Dr. Donald M. McEligot, visiting professor of nuclear engineering at CAES/University of Idaho and a nuclear science directorate fellow at INL, was awarded the American Society of Mechanical Engineers (ASME) Gas Turbine Heat Transfer Committee Outstanding Service Award. The award is an acknowledgment by the ASME International Gas Turbine Institute committees to their members who have made significant contributions in terms of personal service to the committee and its operations.

DID YOU KNOW?

THE TURBO EXPO WAS FORMERLY
THE INTERNATIONAL
GAS TURBINE CONFERENCE.



Yanliang Zhang

BSU's Zhang earns NSF CAREER Award

CAES/Boise State University engineering professor Yanliang Zhang earned a prestigious National Science Foundation Faculty Early Career Development (CAREER) Award.

The CAREER award is the NSF's most prestigious award supporting junior faculty who exemplify the role of teacher-scholars through outstanding research, excellent education and the integration of education and research within the context of the mission of their organizations. It is intended to give promising researchers an early career boost by providing stable research funding over an extended period. His project was selected to receive about \$500,000 over five years.

169

TEAMS ENTERING THE
GEORGE BARLEY CLEAN WATER
SCIENCE PRIZE OPENING PHASE
WORKING GROUP

3

ENTRIES ADVANCING TO THE CONTEST'S
STAGE 1, INCLUDING UI'S TEAM
BLUEXGREEN

DOE Nuclear Energy research funding

CAES Affiliates Were Prime Awardees

2017 NEUP R&D AWARD	\$796,741	K. RAJA (UI), G. FREDRICKSON (INL), AND S. FRANK (INL)	ELUCIDATION OF ELECTROCHEMICAL BEHAVIOR OF TECHNETIUM, TELLURIUM, AND IODINE IN MOLTEN SALT SOLUTIONS
2017 NEET AWARD	\$890,000	M. MITKOVA (BSU), I. VAN ROOYEN (INL)	INTEGRATED SILICON/ CHALCOGENIDE GLASS HYBRID PLASMONIC SENSOR FOR MONITORING OF TEMPERATURE IN NUCLEAR FACILITIES
2017 NSUF R&D AWARD	\$500,000	Y. ZHANG (BSU), C. JENSEN (INL)	ADDITIVE MANUFACTURING OF THERMAL SENSORS FOR IN-PILE THERMAL CONDUCTIVITY MEASUREMENT
2017 INFRASTRUCTURE AWARD	\$295,392	D. ESTRADA (BSU)	SYNTHESIS AND CHARACTERIZATION EQUIPMENT TO SUPPORT ADVANCED MANUFACTURING FOR NUCLEAR SENSORS
2017 INFRASTRUCTURE AWARD	\$247,471	V. UTGIKAR (UI)	DYNAMIC MATERIALS TESTING LOOP AND THERMAL ANALYSIS SYSTEM

DOE Nuclear Energy research funding
CAES Affiliates Were Partner Awardees

2017 NEET AWARD	\$300,000	V. AGARWAL (INL), Y. ZHANG (BSU)	3-D CHEMO-MECHANICAL DEGRADATION STATE MONITORING, DIAGNOSTICS AND PROGNOSTICS OF CORROSION PROCESSES IN NUCLEAR POWER PLANT SECONDARY PIPING STRUCTURES
2017 NEUP AWARD	\$325,000	R. CHRISTENSEN (UI), P. SABHARWALL (INL)	EXPERIMENTAL DETERMINATION OF HELIUM/AIR MIXING IN HELIUM COOLED REACTOR
2017 INFRASTRUCTURE AWARD	\$150,000	G. PASTORE (INL), 20 ADDITIONAL PARTNERS	DEVELOPMENT OF A MECHANISTIC HYDRIDE BEHAVIOR MODEL FOR SPENT FUEL CLADDING STORAGE AND TRANSPORTATION
2017 INFRASTRUCTURE AWARD	\$299,337	R. CHRISTENSEN (UI) 10 ADDITIONAL PARTNERS	ADVANCEMENTS TOWARDS ASME NUCLEAR CODE CASE FOR COMPACT HEAT EXCHANGERS

Education and Outreach

Family Nuclear Science Night

To inspire a new generation of scientists, engineers and technicians, INL sponsored its first Family Nuclear Science Night at CAES on Nov. 3, 2016. Families had the opportunity to meet nuclear scientists and engineers and engage in hands-on activities focused on nuclear science. The event, presented in conjunction with Nuclear Science Week, was co-sponsored by CAES and the University of Idaho American Nuclear Society Student Chapter (UI-ANS).

UNIVERSITY OF IDAHO AND CAES
GRADUATE RESEARCHER AMEY
SHIGREKAR SPEAKS TO A YOUNG STUDENT
AT INL'S FAMILY NUCLEAR SCIENCE NIGHT.



Big Ideas Grant

An interdisciplinary team of graduate students and faculty from the University of Idaho won a grant from UI's Vandal Ideas Project to fund, "Increasing the Go-on Rate in Southeast Idaho through the Nexus of Food, Energy, and Water." The project aims to increase the percentage of southeast Idaho high school seniors going to college by providing mentorship for senior projects. Seniors will be connected with mentors from INL and local industries to assist in senior projects relating to the Water-Energy-Food Nexus.

TRIO student day

UI-ANS students partnered with the CAES, INL, Eastern Idaho Technical College and ISU on Dec. 2, 2016, to present STEM day for ISU-TRIO students. Federal TRIO Programs prepare disadvantaged individuals for successful entry into, retention in, and completion of post-secondary education.

>100

STUDENTS HOSTED DURING
TRIO STUDENT DAY

Engineering Your Future

High school students from eastern Idaho schools converged on CAES Feb. 22, 2017, to participate in "Engineering Your Future," an event featuring workshops on mechanical engineering basics, wind energy, data visualization and drone flight simulation. Activities included GridGame, a computer program devised by INL engineer Tim McJunkin to simulate electrical power grid management, as well as hands-on STEM from INL's Energy and Environment Science & Technology directorate.

Cyber Physical Security Laboratory

With support from INL and the National Science Foundation, the Energy Systems Technology and Education Center (ESTEC) at ISU began building the Cyber Physical Security Laboratory using input from the program's Technical Advisory Committee and instructors. The lab provides hardware and software that cyber students need to complete their coursework. An associated 4-tank process control station is designed with physical system security. This station will be connected in a network that has various levels of cybersecurity, allowing cybersecurity training on real industrial control systems.



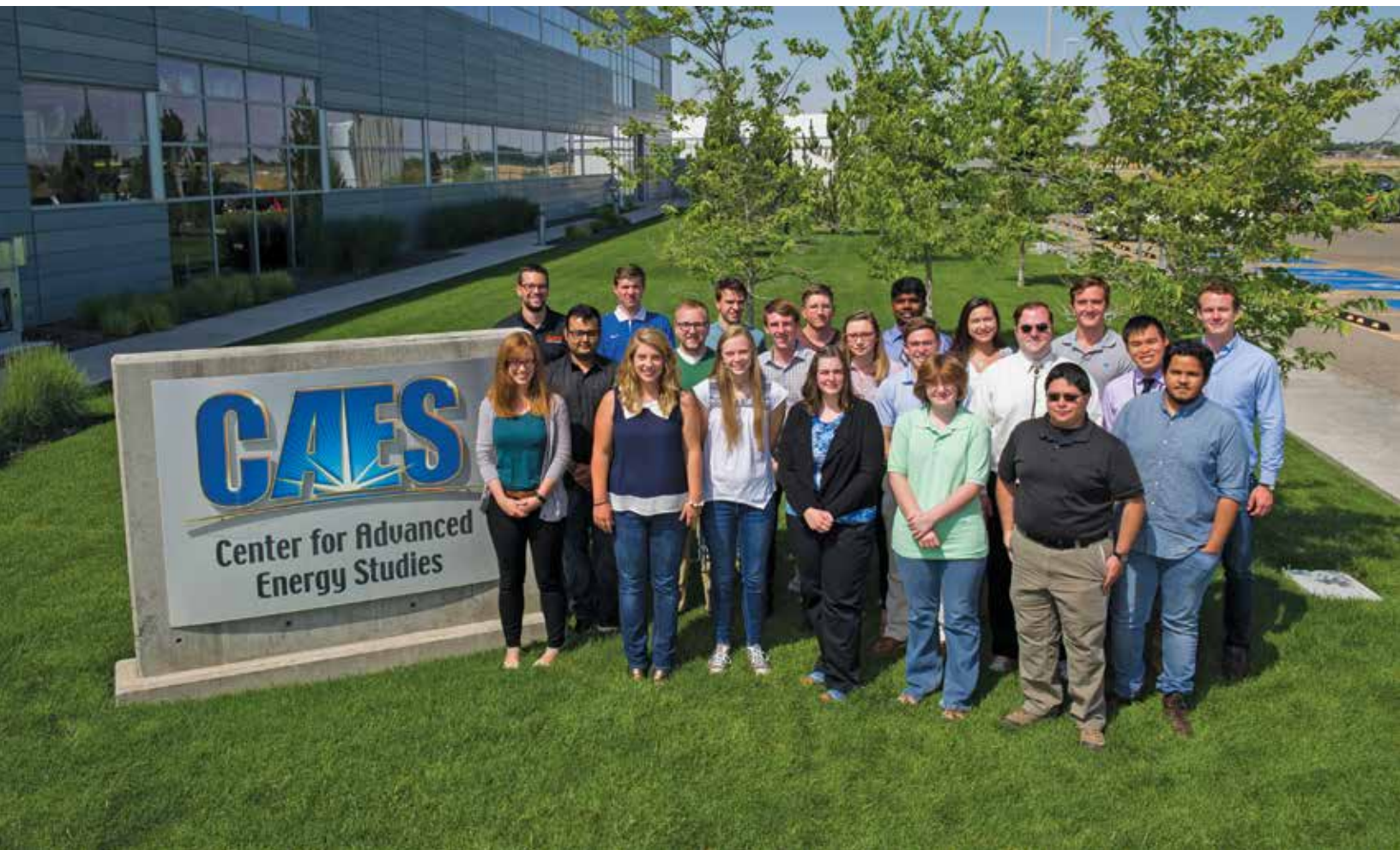
STUDENTS PLAY THE GRIDGAME
DURING THE ENGINEERING YOUR
FUTURE EVENT.

Internships and Assistantships

Each year, internships and assistantships provide opportunities for the best and brightest students to further their educations by working with CAES scientists and engineers. Internships and assistantships are an opportunity for universities and INL to showcase capabilities and get new perspectives on research. Students learn how to solve real-world problems under the guidance of distinguished scientific and technical experts.

IN FISCAL YEAR 2017, 76 STUDENTS
FROM CAES AFFILIATED SCHOOLS
INTERNEED AT INL.

This year, 76 students had a CAES internship or assistantship or came from CAES partner universities and worked on INL projects. An additional 15 worked at CAES as Center for Space Nuclear Research (CSNR) fellows or Nuclear Science User Facilities interns.





Thomas Blackham



Kiyo Fujimoto



Stephen Hancock



Rahul Reddy Kancharla



Emma Redfoot

New INL graduate program

INL has collaborated with several universities to develop the new INL Graduate Fellowship Program. The first call for the program closed earlier this year and 11 fellows were selected in August. During this pilot call, INL targeted candidates from Center for Advanced Energy Studies (CAES) and National University Consortium (NUC) schools.

Congratulations to:

Thomas Blackham (ISU)

INL adviser: Tammie Borders

University thesis adviser: Leslie Kerby

Kiyo Fujimoto (BSU)

INL adviser: Troy Unruh

University thesis adviser: David Estrada

Stephen Hancock (UI)

INL adviser: Richard Boardman

University thesis adviser: Richard Christensen

Rahul Reddy Kancharla (BSU)

INL adviser: Josh Kane and William Smith

University thesis adviser: Elisa Barney Smith

Emma Redfoot (UI)

INL adviser: Shannon Bragg-Sitton

University thesis adviser: Bob Borrelli

The recipients of these nationally competitive fellowships have their tuition and fees covered by their university during their first years of graduate school (years one to three) and their tuition and fees plus a \$60,000 annual salary paid by INL during the last two years of their doctoral research performed at the lab.

FOR MORE INFORMATION ABOUT THE PROGRAM,

CONTACT ALI JOSEPHSON (208-526-0940) OR

MICHELLE THIEL BINGHAM (208-526-7830).

Industry Engagement

Characterizing irradiated stainless steel welds

Customers from Japan's Nippon Nuclear Fuel Development Co., Ltd. visited CAES in June to view researchers' work with atom probe tomography. Their goal was to characterize how irradiation-induced material changes such as precipitation (solids coming out of solution) and spinodal decomposition (rapid unmixing of liquids or solids). The specimens were irradiated in Norway's Halden reactor and prepared in Japan before being shipped to CAES. The team successfully demonstrated that atom probe tomography can be used to quantify the amount of spinodal decomposition experienced by delta ferrite, a component of certain stainless steel welds.

12

MAXIMUM NUMBER OF MODULES IN
NUSCALE POWER'S SMR POWER PLANT

50

MWE
POWER LEVEL OF EACH MODULE

Analyzing small modular reactor economics

The CAES Energy Policy Institute at BSU completed a techno-economic analysis of NuScale Power's small modular reactor plant design. The "Economies of Small" report compares costs of the systems and functions of NuScale's advanced design with those of existing large nuclear power plants. A proprietary final report was delivered in November 2016 to NuScale executives, who then contracted a second report from EPI. A regional Levelized Cost of Electricity study will compare NuScale's electricity to other generation options in specific regions of the U.S. and one region abroad.

Finding savings in food processing plants

CAES researchers at UI and INL are working together to help Idaho food processing companies reduce their energy and water use, with support from Avista Corp. A \$93,600 grant from Avista funds a one-year project to evaluate north Idaho food processing plants. With mentoring from INL researchers, the UI team will create in-depth models of a plant's energy and water use. Beyond tapping into expertise across UI's colleges and locations, the project connects to CAES' Energy-Water Initiative and helps Avista meet the Idaho Public Utilities Commission's directive for utility companies to support reduced energy consumption by funding research and technology development.



Publications and Proceedings

Boise State University

1. Barnes, P., Lewis, J., Smith, K., Dufek, E., Dumias, J. & Xiong, H. (2017). *Sodium Electrolyte Degradation: Evaluating Pure Electrolyte Degradation through a Safe and Convenient NMR Technique*. Paper presented at the PacRim 12 ACS.
2. Black, G., Aydogan, F., Labor, L. & Solan, D. *Economies of Small*. Proprietary Final Report to NuScale.
3. Deng, C., Lau, M.L., Barkholtz, H.M., Xu, H., Parrish, R., Xu, M.O., . . . Xiong, H. (2017). Amorphous boron nanorod as an anode material for lithium-ion batteries at room temperature. *Nanoscale*, 9(30), 10757-10763. doi:10.1039/c7nr03017g
4. Jaques, B.J. (2016a). *CARAT (Collaboration for Advanced Research on Accident-Tolerant Fuel: Fuels subgroup)*. Paper presented at the Research Activities in the Synthesis and Corrosion behavior of Uranium Mononitride, Stockholm, Sweden.
5. Jaques, B.J. (2016b). *Characterization of Kerogen Morphology in Oil Shales*. Student poster presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
6. Jaques, B.J. (2016c). *Cluster Evolution in F/M Alloys upon Neutron, Proton, and Self-ion Irradiation*. Student paper presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
7. Jaques, B.J. (2016d). *High Temperature Behavior of Zirconium Alloys*. Student poster presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
8. Jaques, B.J. (2016e). *High Temperature Investigation of Zirconium Alloys in Air*. Student paper presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
9. Jaques, B.J. (2016f). *In-situ Monitoring of Mechanochemically-stimulated Self-propagating Reactions in the Lanthanide*. Student paper presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
10. Jaques, B.J. (2016g). *New Techniques for Old Materials: Mechanochemical Synthesis and Advanced Processing of Lanthanide and Chalcogenide Compounds*. Student paper presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
11. Jaques, B.J. (2016h). *Proton Irradiation Effect on Nanostructured Thermoelectric Half-Heusler $\text{Hf}_{0.25}\text{Zr}_{0.75}\text{NiSn}_{0.99}\text{Sb}_{0.01}$* . Student poster presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
12. Jaques, B.J. (2016i). *Synthesis, Sintering, and Hydrothermal Corrosion Studies of Advanced Multiphase Actinide Fuels*. Student paper presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
13. Jaques, B.J. (2016j). *TEM In-situ Cantilever Testing to Assess Grain Boundary Cohesion in Irradiated ODS*. Student paper presented at the Materials Science and Technology 2016 Conference, Salt Lake City, UT.
14. Jaques, B.J., Watkins, J., Braine, T., Typurska-Puschel, B., Xu, P., Lahoda, E. J., & Butt, D. P. (2016). *Hydrothermal corrosion studies on nitride fuels*. Paper presented at the Top Fuel 2016 Conference, Boise, ID.
15. Jaques, B.J. (2017a). *Half-Heusler materials synthesis and characterization*. Paper presented at the BSU Undergraduate Research Conference.
16. Jaques, B.J. (2017b). *High temperature behavior of dysprosium rods*. Paper presented at the BSU Undergraduate Research Conference.
17. Jaques, B.J. (2017). *High temperature behavior of Zirconium alloys*. Paper presented at the BSU Undergraduate Research Conference.
18. Jaques, B.J. (2017). *Re-creation of purple: A study of color-shifted dyes available for Fayum funerary portraits*. Paper presented at the BSU Undergraduate Research Conference.
19. Kaur, M., Sundararajan, J.A., Burns, J., Wu, Y., Schimel, T. & Qiang, Y. (2016) Cr-Doping and Heat-Treatment Effect on Core-Shell Ni Nanocluster Film, *Journal of Materials Science*, 51, 10873-10886. doi:10.1007/s10853-016-0299-4
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21. Li, L. (2016b). *How to Use Computer Modeling to Facilitate New Materials Design*, Idaho State University.
22. Li, L. (2016c). *Materials-by-Design for Electronic and Energy Applications*, Boise State's Chemistry Department.
23. Li, L. (2017). *Computational Studies of UO_2 , UN and Zr Materials for Pellet-Cladding Interactions*. Paper presented at the Irradiation Growth and PACE Meetings, Manchester, UK.
24. Liu, X., Miao, Y.B., Wu, Y.Q., Maloy, S.A. & Stubbins, J.F. (2017). Stability of nanoclusters in an oxide dispersion strengthened alloy under neutron irradiation. *Scripta Materialia*, 138, 57-61. doi:10.1016/j.scriptamat.2017.05.023
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33. Wen, H., Aitkaliyeva, A., Miller, B., Wu, Y., Keiser, D. & Gan, J. (2017). *Atom Probe Tomography Study of Fission Gas Bubbles in Neutron Irradiated U-Mo Nuclear Fuel*. Paper presented at the CAMECA APT User's Group Meeting, Madison, WI.
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**BOISE STATE
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Idaho State University

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THE CENTER FOR ADVANCED ENERGY STUDIES IS A RESEARCH AND EDUCATION CONSORTIUM AMONG IDAHO NATIONAL LABORATORY,
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INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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WORK-BASED LEARNING INITIATIVE

SUBJECT

National Governors Association Work-Based Learning Policy Academy

REFERENCE

September 2017	Board adopts the Governor's Higher Education Task Force recommendations, which includes incorporation of the recommendations submitted by the Governor's Workforce Development Task Force.
December 2017	Report from Workforce Development Council included discussion of the National Governors Association grant.

BACKGROUND/DISCUSSION

Idaho is one of six states competitively selected to participate in the National Governors Association (NGA) Center for Best Practices Policy Academy on Work-Based Learning. Each selected state receives a grant of \$80,000.00 for its participation in the policy academy. The grant is provided to support the commitment shared by education, workforce, and legislative stakeholders to strengthen and scale work-based learning as part of the state's strategy to build a skilled workforce aligned with industry needs. A team of interagency and industry representatives serving on a workgroup led by the Idaho Workforce Development Council will collaborate to move forward this effort. Participating agencies include the State Department of Education (SDE), Office of the State Board of Education, Idaho Career-Technical Education, Division of Vocational Rehabilitation, STEM Action Center, Department of Labor, and Department of Commerce among others.

The following goals for this initiative include: 1.) Adopting a framework for high-quality work-based learning; 2.) Designing and implementing a statewide internship/externship program; 3.) Identifying and implementing opportunities to integrate the co-op model for middle-skill STEM occupations; 4.) Identifying best practices in scaling registered apprenticeships; 5.) Examining and adopting policies and incentives to encourage work-based learning; and 6.) building a toolkit for local school districts to expand work-based learning.

STAFF COMMENTS AND RECOMMENDATIONS

The goals pursued through this initiative aligns with the Board's and Governor's goals to increase work-based learning opportunities, and in doing so assist with efforts to help the state meet its goal of having 60 percent of Idahoans between 25 and 34 attain a postsecondary certificate or degree by 2025. Board staff will be working with institutions, the Department of Education, and across agencies to achieve the desired goals of this initiative.

BOARD ACTION

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

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SUBJECT

Common Course Indexing

REFERENCE

June 1996	The Board adopted a common course listing for general education core.
September 2017	The Board adopted the Governor's Higher Education Task Force recommendations to include employing a Common Course numbering system.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Idaho K-20 Public Education Strategic Plan goal 4, Effective and Efficient Educational System, Objective B, Alignment and Coordination

BACKGROUND/DISCUSSION

On January 6, 2017, Governor C.L. "Butch" Otter created a Higher Education Task Force and charged them with studying the state of higher education in Idaho and making recommendations that focus on postsecondary access and completion.

Among the recommendations, under access and affordability, included the need to develop a common course numbering system within the General Education Matriculation (GEM) framework that would assist students in transferring to and between postsecondary institutions. This included assisting with the transferability of courses taken in high school for postsecondary credit. Since the adoption of the task force recommendations, Board staff has worked with GEM discipline groups and the Council on Academic Affairs and Programs to develop a common indexing convention for a core set of curricula within the GEM framework. Common course indexing includes three elements: common course number, common course title, and common GEM area designation.

IMPACT

Development of a common course numbering system will provide greater transparency of course articulation and seamless transfer for Idaho's students. It will also provide greater consistency for equivalent courses to be recognized with similar GEM designation across all institutions.

ATTACHMENTS

Attachment 1 – Common Course Index

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STAFF COMMENTS AND RECOMMENDATIONS

A list of courses has been compiled by Board staff with feedback from the GEM discipline groups, state General Education committee, and the Council on Academic Affairs and Programs. The list identifies courses that are available to students across most Idaho public institutions and reflects the most commonly utilized course numbers and titles across institutions. Courses are designated at the 100 or 200 level; GEM stamped at most institutions; and, maintain equivalencies across institutions consistent with the Course Transfer website. It is important to note that in June 1996 the Board approved a similar list for general education core to ease the transfer of students between public institutions. While the new list is consistent across institutions, it is not as extensive as those identified in 1996.

Efforts are underway by institutions to implement common course indexing for the attached list of courses no later than the 2019-20 academic year. Board staff will provide regular updates to the Board throughout the 2018 calendar year. It is anticipated that Board Policy III.N will be amended to provide Board guidance on adoption and maintenance of common course listings.

BOARD ACTION

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

Idaho State Board of Education Common Course Index (Numbering/Titling/GEM Designation)

Written Communications

ENGL 101: English Composition I
ENGL 102: English Composition II

Oral Communications

COMM 101: Fundamentals of Oral Communications

Mathematical Ways of Knowing

MATH 123: Math in Modern Society
MATH 130: Finite Mathematics*
MATH 143: College Algebra (or Precalculus A)
MATH 144: Trigonometry (or Precalculus B)
MATH 147: College Algebra and Trigonometry (or Precalculus A and B)
MATH 160: Survey of Calculus
MATH 170: Calculus I
MATH 153: Statistical Methods
MATH 257: Math for Elementary Teachers 2

Scientific Ways of Knowing

BIOL 100: Concepts of Biology
BIOL 227: Human Anatomy and Physiology I
CHEM 100: Concepts of Chemistry
CHEM 101: Introduction to Chemistry
CHEM 102: Essentials of Organic and Biochemistry
CHEM 111: General Chemistry I
PHYS 111: General Physics I
PHYS 112: General Physics II
GEOL 101: Physical Geology
GEOL 102: Historical Geology

Social and Behavioral Ways of Knowing

ANTH 101: Physical Anthropology
ANTH102: Cultural Anthropology
ECON 201: Principles of Macroeconomics
ECON 202: Principles of Microeconomics
HIST 101: Western Civilization I
HIST 102: Western Civilization II
HIST 111: United States (U.S.) History I
HIST 112: United States (U.S.) History II
POLS 101: American National Government
PSYC 101: Introduction to General Psychology
SOC 101: Introduction to Sociology
SOC 102: Social Problems

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Humanistic and Artistic Ways of Knowing

MUSI 100: Introduction to Music

PHIL 101: Introduction to Philosophy

PHIL 103: Ethics

ENGL 175: Introduction to Literature

All Foreign Language at the first and second level to be titled “Elementary [Language] I” and “Elementary [Language] II”, numbered as 101 and 102 (respectively), and GEM-stamped in Humanistic and Artistic Ways of Knowing. The first four letters of the language should be used in the course prefix (e.g., SPAN, FREN, GERM, etc.).

ART 100 (Survey of Art/Intro to Art/World Art and Culture) is offered at all institutions with the exception of College of Southern Idaho and College of Western Idaho. ART 101 (Art History I/History of Western Art I) is offered as Art History I/History of Western Art I at all institutions with the exception of Lewis-Clark State College and the University of Idaho, which offer it as Visual Art. In light of these circumstances, institutions are to consider an art course across the system sharing a common title and number.

*Course offered as MATH 130 at all institutions except Boise State University, which counts the course as an elective upon receipt of transfer credit.

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SUBJECT

Postsecondary Guided Pathways Planning Report

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 approved the postsecondary degree and certificate projections and the Complete College Idaho: A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State.
June 2015	Board approved changes to Board Policy III.S., establishing co-requisite, accelerated, and emporium support models as the approved delivery of remedial instruction, a strategy included in the Complete College Idaho plan.
September 2017	Board adopts the Governor's Higher Education Task Force recommendations, which includes Complete College America 'Game Changer' strategies.
December 2017	Board received an update on implementation of Complete College America 'Game Changer' strategies from institutions.

BACKGROUND / DISCUSSION

In 2010, the Board established an attainment goal that 60% of Idaho's 25 to 34 age demographic would have a postsecondary credential by 2020. (The Governor's Higher Education Task Force recommendation has since called for this goal to be revised or extended.) Subsequent to the Board adopting the 60% attainment goal, in August 2011 Board Staff presented revised degree completion projections and proposed possible strategies to aid the state in meeting the 60% attainment goal. In October 2011, the Complete College Idaho

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(CCI) Team attended the Complete College America (CCA) Annual Convening and Completion Academy in Austin, Texas to develop a draft completion Plan. In December 2011, the Board approved the framework for Complete College Idaho: A Plan for Growing Talent to Fuel Innovation and Economic Growth in the Gem State (CCI Plan). In addition to integrating CCA strategies into the proposed plan, staff collected feedback from public and private stakeholders. The Board at its June 2012 meeting approved the final version of the CCI Plan.

On January 31, 2018, chief academic officers, Complete College America, and two Board members convened at Boise State University to develop a statewide action plan for moving forward with strategies outlined in the Guided Pathways recommendation approved by the Governor's Higher Education Task Force and adopted by the Board. Some of the outcomes sought from CCI and CCA strategies are to be achieved through this plan.

IMPACT

The plans developed by the chief academic officers address five key goals, which include the development of: system-wide meta-major fields and milestone courses; flexible plans for dual credit that lead to degree progress and postsecondary exploration; consistent system-wide intervention strategies for academically distressed students; consistent system-wide strategies for achieving completion of thirty semester hours a year by full-time students; and instruction that can lead to the equivalent of an Associate's Degree through a delivery model that is external to the traditional classroom environment. Once implemented, the outcomes will strengthen the P-20 pipeline, increase accessibility for postsecondary learning and credential completion, and contribute to the Board's attainment goals and the workforce needs in Idaho.

STAFF COMMENTS AND RECOMMENDATIONS

Staff and institutions will provide regular updates on progress toward the implementation of Guided Pathway strategies. This will provide an opportunity for the Board to track progress and provide feedback.

BOARD ACTION

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

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BOISE STATE UNIVERSITY

SUBJECT

Online, Bachelor of Arts in Public Health

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

The proposed online, Bachelor of Arts in Public Health aligns with the State Board of Education's Idaho K-20 Public Education Strategic Plan Goal 1, Objectives A, B, and C. The wholly online format of the proposed Bachelor of Arts in Public Health is accessible to Idaho students (Objective A), regardless of socioeconomic status, age, and geographic location. The proposed degree effectively allows the re-integration of adult learners into the educational system (Objective B) because adult learners can balance work/personal life responsibilities while pursuing a degree due to the online format. The online format of the program and the flexibility it affords a student who may have family responsibilities, or live in a rural county, contribute to a higher level of educational attainment (Objective C) for Idaho residents as they can take advantage of a degree program despite these factors.

BACKGROUND/DISCUSSION

Boise State University's (BSU) proposed online Bachelor of Arts in Public Health will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. Boise State University currently offers a Bachelor of Science in Public Health in a traditional format. The proposed program will complement the existing program by providing an additional option for students who want to enhance their professional careers or begin a new career. Because it is entirely online, the proposed program will enable BSU to reach potential students who need flexibility in their education that result from professional and personal responsibilities. These students may also live in a rural area of Idaho that does not have face-to-face educational opportunities.

Many of the students who enter the program will be working adults with some prior college experience who want to enhance their careers in the health sector. The program will focus on skills in collaborative leadership, quantitative literacy, and public health analysis. Graduates will develop the knowledge base, analytic abilities, catalyst thinking, and interpersonal skills needed to become a promoter of positive social change.

The following quote from <http://www.careersinpublichealth.net/careers/> provides an overview of the careers that can be pursued with a BA in Public Health: *"Graduates of public health can find careers suited to a wide variety of interests and skills, in both traditional public health and service-focused organizations as well as new practice settings and non-profit organizations. Public health graduates*

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can look forward to a wealth of opportunities in each state and city around the country and even the world. Common areas of employment include federal, state and local health agencies (e.g. Centers for Disease Control and Prevention, EPA), consulting firms, consumer advocacy organizations, hospitals and integrated health care systems, and private business and industry.”

A similar program offered by Idaho institutions includes Idaho State University's (ISU) Bachelor of Arts and Bachelor of Science in Health Education. While ISU's program is not fully online, some Health Education courses are available online to students.

IMPACT

The program's size will be scaled to demand for the program, and BSU projects the program will reach a size of 292 students by the sixth year, graduating approximately 78 students per year once the program is up and running.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. BSU will initially charge \$344 per credit hour, which aligns with a reasonable estimate of Boise State's undergraduate 2018-2019 per-credit estimate of \$314 per credit, plus the \$30 per credit online fee, for a total of \$344 per credit.

BSU anticipates that students entering the program will typically have at a minimum an AA or AS degree, or 60 credits of coursework. For the 60 credits required for completion of the proposed program, students will pay \$344 per credit; the total cost of those 60 credits totals \$20,640.

ATTACHMENTS

Attachment 1 – Proposal - Bachelor of Arts in Public Health

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STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's proposed BA in Public Health is consistent with their Service Region Program Responsibilities and their Five-Year Plan for Delivery of Academic Programs in Region III. As provided in Board Policy III.Z, no institution has the statewide program responsibility for Public Health at the undergraduate level. Idaho State University currently has the statewide program responsibility for the Master's in Public Health.

The proposed fee for the fully-online BA in Public Health is comparable to the fees that would be paid for students seeking the final 60 credit hours for this degree in a traditional delivery mode (\$344 per credit hour).

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on January 17, 2018; to the Committee on Instruction, Research, and Student Affairs (IRSA) on February 2, 2018; and to the Business Affairs and Human Resources (BAHR) Committee on February 2, 2018.

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Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create a new online program that will award Bachelor of Arts in Public Health in substantial conformance to the program proposal submitted as Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by Boise State University to designate an online program fee for the Bachelor of Arts in Public Health in the amount of \$344 per credit in conformance with the program budget submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Institutional Tracking No. _____

**Idaho State Board of Education
Proposal for Undergraduate/Graduate Degree Program**

Date of Proposal Submission:	December 18, 2017
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Health Sciences; School of Allied Health Sciences
Name of Department(s) or Area(s):	Department of Community and Environmental Health

Program Identification for Proposed New or Modified Program:

Program Title:	Bachelor of Arts in Public Health				
Degree:		Degree Designation	X	Undergraduate	X Graduate
Indicate if Online Program:	X	Yes		No	
CIP code (consult IR /Registrar):	51.2201, PUBLIC HEALTH GENERAL				
Proposed Starting Date:	Fall 2018				
Geographical Delivery:	Location(s)	Online Only	Region(s)	Online Only	
Indicate (X) if the program is/has:	X	Self-Support (Online Program Fee)		Professional Fee	
Indicate (X) if the program is:	X	Regional Responsibility		Statewide Responsibility	

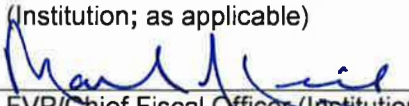
Indicate whether this request is either of the following:

- | | |
|---|---|
| <input type="checkbox"/> New Degree Program | <input type="checkbox"/> Consolidation of Existing Program |
| <input type="checkbox"/> Undergraduate/Graduate Certificates (30 credits or more) | <input type="checkbox"/> New Off-Campus Instructional Program |
| <input checked="" type="checkbox"/> Expansion of Existing Program | <input checked="" type="checkbox"/> Other (i.e., Contract Program/Collaborative
Expand existing program to wholly online |


 12/17/17
College Dean (Institution) Date

Vice President for Research (Institution; as applicable) Date


Graduate Dean or other official (Institution; as applicable) Date

 12/18/17
FVP/Chief Fiscal Officer (Institution) Date

Academic Affairs Program Manager, OSBE Date

 12/14/17
Provost/VP for Instruction (Institution) Date

Chief Academic Officer, OSBE Date

 12/18/17
President Date

SBOE/Executive Director Approval Date

Rationale for Creation or Modification of the Program

- 1. Describe the request and give an overview of the changes that will result.** Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace.

Boise State University proposes the creation of a completely online degree-completion program that will award a Bachelor of Arts in Public Health (BAPH). The program will operate under the guidelines of SBOE Policy V.R as they pertain to wholly online programs, and it will make use of a specific set of courses totaling 60 credits that will be offered online (see Appendix A).

The online BAPH program will complement the Bachelor of Science in Public Health program, which is offered in-person. The in-person BS in Public Health was launched in Fall 2016 in response to recommendations of external reviewers, and was created to provide a more focused, recognizable, and professionally valuable degree option than the program it partially replaced, the BS in Health Sciences Studies.

The existing face-to-face program will continue to be offered as it is now. However, so as to better serve those students who cannot pursue a public health degree in a traditional delivery method, we are creating an option for students to complete the degree program wholly online. Whether they are enhancing their professional careers or beginning a new career, graduates will be prepared for a diversity of career paths within federal, state, and local agencies; for-profit and non-profit organizations; and business and industry.

The proposed program will prepare students to be engaged and educated citizens who can address community health-related challenges. The curriculum includes courses in public health analysis that build quantitative literacy as well as cross-course foci in collaboration, catalyst thinking, and resilience, all 21st century skills needed in today's workplace. The curriculum will explore issues that affect populations of people, and develop analysis, critical thinking, and communication skills to provide a flexible skill set that enables students to effectively adapt with the quickly changing public health landscape. The program will focus on building collaborative leadership skills and knowledge of public health to promote positive social change.

- 2. Need for the Program.** Describe the student, regional, and statewide needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs.
 - a. Workforce need:** Provide verification of state workforce needs that will be met by this program. Include State and National Department of Labor research on employment potential. Using the chart below, indicate the total projected annual 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.

The following quote from <http://www.careersinpublichealth.net/careers/> gives a nice overview of the careers that can be pursued with a BA in Public Health: *"Graduates of public health can find careers suited to a wide variety of interests and skills, in both traditional public health and service-focused organizations as well as new practice settings and non-profit organizations. Public health graduates can look forward to a wealth of opportunities in each state and city around the country and even the world. Common areas of*

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employment include federal, state and local health agencies (e.g. Centers for Disease Control and Prevention, EPA), consulting firms, consumer advocacy organizations, hospitals and integrated health care systems, and private business and industry.”

Further indication of the breadth of careers available to a Public Health graduate are indicated by a study by Economic Modeling Specialists International (EMSI) of job postings between February 2016 and February 2017 in ID, WA, and OR from employers looking for candidates with Public Health skills: The job titles in those listings included the following:

- Public Health Analysts
- Health Educators
- Health Services Directors
- Behavioral Health Care Managers
- Practice Managers
- Policy Analysts
- Community Health Workers

Because of the broad range of career paths available to a Public Health graduate, federal and state Department of Labor data is of limited value. The most relevant job titles are:

- Medical and health services managers, SOC 11-9111
- Health educators, SOC 21-1091
- Community health workers, SOC 21-10

The category “Medical and health services managers” is, unfortunately, very broad. It includes 23 different job titles, five of which are applicable to a BA in Public Health graduate and others that require additional training. Because there is no information available on the numbers of jobs represented under each job title, we will arbitrarily use 20% of the job openings associated with “Medical and health services managers” in the tables below.

A better indication of jobs available for public health graduates is provided by a report commissioned from the Educational Advisory Board. That report analyzed data from online job postings from March 1, 2016 to February 28, 2017, and identified employer demand at the national, regional, state, and local level. They assessed positions that listed ‘public health and safety,’ ‘community health,’ ‘epidemiology,’ ‘behavioral health,’ ‘public health education,’ ‘biostatistics,’ ‘community health improvement,’ ‘environmental health and safety,’ ‘disease control,’ ‘health promotion programs,’ or other public health-related skills. They excluded titles such as ‘health director,’ ‘police officer,’ or ‘health engineer,’ that require additional or technical courses of study. Listed in the table below are averages between the first and second halves of 2016.

Total projected annual job openings			
	State DOL data	Federal DOL data	Other data source: (describe): Study by Educational Advisory Board (see text above)
Local (Service Area)	26	N/A	102
State	52	N/A	210
Nation	N/A	24,480	50,634

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2016 National Employment Matrix Title and Code		Employment		Occupational Openings projected 2016-26 Annual Average
Job Title	SOC CODE	2016	2026	
Medical and health services managers (20% of total numbers)	11-9111	70,440 (20% of 352,200)	84,400 (20% of 422,000)	7,280 (20% of 34,400)
Health educators	21-1091	61,000	69,900	8,700
Community health workers	21-1094	57,500	67,800	8,500
Total				24,480

2014-2024 Idaho Long Term Employment Projections		Base Employment and Projected Employment		Total Annual Openings
Job Title	SOC CODE	2014	2024	
Medical and health services managers (20% of total numbers)	11-9111	363 (20% of 1,815)	435 (20% of 2,175)	16 (20% of 82)
Health educators	21-1091	381	449	15
Community health workers	21-1094	435	567	21
Total				52

- b. Student need.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution. If a survey of was used, please attach a copy of the survey instrument with a summary of results as **Appendix B.**

We anticipate that the online modality will appeal to adult learners and that 40% of the students will be full-time, with 60% part-time. Students select online programs rather than face-to-face to overcome time and/or geographical constraints. The Boise State University brand will attract residents of rural Idaho, Oregon, and Montana. The curriculum will increase their understanding of and ability to act on factors impacting the quality of life in their area, allowing them to give better advice/input for improving community health and have more employment options if they choose to stay in their rural area.

- c. Economic Need:** Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

N/A

- d. Societal Need:** Describe additional societal benefits and cultural benefits of the program.

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Regardless of their career paths, graduates with public health training benefit society in many ways. Students gain understanding of the complex nature of social problems and ways to address them. Two issues that illustrate the diversity of challenges that must be addressed are obesity and issues related to aging populations.

- As Idaho communities struggle to deal with the obesity epidemic, public health graduates understand that a “one size fits all” approach will not address obesity across the state. Public health graduates will be prepared to see communities as systems and that addressing these issues requires cross-sector collaboration.
- As Idahoans retire and want to live healthy, functional lives in their homes, graduates trained in public health can contribute to assessing the resources and assets of the area to identify gaps in services and help navigate the intricacies of healthcare. Community health workers, health educators, and others providing community level assistance will be instrumental to cost-effective solutions to keep our seniors in their communities and homes as long as possible.

e. If Associate’s degree, transferability:

N/A

3. **Similar Programs.** Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

Similar Programs offered <u>by Idaho public institutions</u> (list the proposed program as well)		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Boise State University	BS in Public Health	IN-PERSON – prepares students for employment in entry-level positions in agencies, organizations, and businesses and admission into post-baccalaureate professional programs (e.g. medicine, dentistry, veterinary medicine, clinical laboratory science, physical therapy, health care administration).
	BS in Public Health, Environmental & Occupational Health emphasis	IN-PERSON -prepares students for employment in the dynamic fields of environmental protection and occupational hygiene.
	BS in Public Health, Health Education and Promotion emphasis	IN-PERSON –focuses on enhancing the health and well-being of individuals and communities. Graduates can sit for the Certified Health Education Specialist exam and work in private, public, and voluntary health agencies; hospitals/clinics and corporations.
	BA in Public Health (proposed)	ONLINE - prepares candidates for a career in addressing community health-related challenges and are able to enhance their professional careers or get an entry-level position within federal, state, and local agencies; for-profit and non-profit organizations; and business and industry.

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University of Idaho	n/a	n/a
Idaho State University	Bachelor of Arts or Bachelor of Science in Health Education	IN-PERSON - prepares students to plan, implement, and evaluate health promotion programs, interventions and strategies, and serve as an advocate to support healthy behaviors and healthy environments.
Lewis Clark State College	n/a	n/a

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Brigham Young University-Idaho	Bachelor of Science in Public Health	ONLINE - prepares students to work in Public Health careers promoting, educating, and protecting the health of a population.
Arizona State University	Bachelor of Science in Community Health	ONLINE - learn to create healthy, sustainable communities with an emphasis on working with specific populations.
University of Arizona	Bachelor of Science in Public Health	ONLINE - promote an understanding of health and disease based on public health principles.
University of Colorado-Denver	Bachelor of Arts or Science in Public Health	IN-PERSON - prepares students for diverse fields including law and medicine, as well as a spectrum of entry-level positions in business, public service and more.

- 4. Justification for Duplication with another institution listed above.** (if applicable). If the proposed program is similar to another program offered by an Idaho public institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

Idaho State University's BA/BS in Health Education program is not offered online and is grounded in health education.

- 5. Describe how this request supports the institution's vision and/or strategic plan.**

Goals of Institution Strategic Plan	Proposed Program Plans to Achieve the Goal
Goal 1: Create a signature, high-quality educational experience for all students	Boise State's online program development process allowed us to create a cohesive, consistent, rigorous, and outcome-driven educational experience.

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Goal 2: Facilitate the timely attainment of educational goals of our diverse student population	The online delivery of this program will enable students with work, life, or other adult responsibilities to complete their degree requirements with minimal interruption of life situation and obtain a marketable health-related degree.
Goal 3: Gain distinction as a doctoral research university	n/a
Goal 4: Align university program and activities with community needs	The proposed program is designed to meet the needs of both of post-traditional students who want to advance their careers and local employers who want a more professionally qualified employment base. Additionally, public health graduates are uniquely prepared to tackle issues that affect wellness in their communities.
Goal 5: Transform our operations to serve the contemporary mission of the university	n/a

Assurance of Quality. Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

The following measures will ensure the high quality of the new program:

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: Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

Specialized Accreditation: The program will seek accreditation by the Council on Education for Public Health (CEPH). CEPH has standards for accreditation of Standalone Baccalaureate Programs. The proposed program is being designed to follow these standards and BSU will begin the accreditation process for both online and in-person public health programs in Spring of 2018.

Program Development Support: The online Bachelor of Arts in Public Health is one of several that are being created via the eCampus Initiative at Boise State University. Boise State's online program development process uses a facilitated 10-step program design process to assist program faculty members in the creation of an intentional, cohesive course progression with tightly aligned course and program outcomes. A multi-expert development team, which includes an instructional designer, multimedia specialist, graphic designer, and web designer, works collaboratively with the faculty member. One master version of each course is developed for consistent look and feel of courses across the program; the master course utilizes professional created common template aligned with nationally used Quality Matters course design standards.

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Academic Integrity: Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:

- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009).
- Through the program development process, course production, course launch support provided by the eCampus Center, and other means, instructors will be reminded about the importance of academic integrity and encouraged to report and act upon suspected violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- Associated with access to and use of our Learning Management System, a secure log-in environment will be provided and students will be required to use strong passwords and change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or online proctoring services when appropriate. In those instances, students will need to provide valid photo identification before gaining access to the graded assessments or other required activities.
- Instructors will utilize Blackboard's Safe Assignment plagiarism detection program when appropriate.
- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.

6. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.

Not applicable

7. Teacher Education/Certification Programs All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the Board.

Will this program lead to certification?

Yes _____ No X _____

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If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

8. **Five-Year Plan: Is the proposed program on your institution's approved 5-year plan? Indicate below.**

Yes X No

Curriculum, Intended Learning Outcomes, and Assessment Plan

10. **Curriculum for the proposed program and its delivery.**

- a. **Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department(s) offering the program.	60
Credit hours in required courses offered by other departments:	0
Credit hours in institutional general education curriculum	34-36
Credit hours in free electives	24-26
Total credit hours required for degree program:	120

Please refer to Appendix A for a degree box listing of program curriculum

- b. **Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

Students participate in several culminating experiences, including the following:

- PUBH 455 Public Health Project: students work on a project that synthesizes the key concepts as well as demonstrating key communication and information literacy skills.
- HLTH 400 Interprofessional Capstone: part of the BSU Finishing Foundations, students review the degree program and learn how to articulate their academic experience onto their resume. Students work in teams to tackle interdisciplinary public health issues.

11. **Program Intended Learning Outcomes and Connection to Curriculum.**

- a. **Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what will students know, be able to do, and value or appreciate as a result of completing the program.

Graduates will:

1. Connect the history, philosophy, and core concepts of public health to current issues.
2. Explain the organization, management, financing, and delivery of health services and public health systems.
3. Analyze how biological, behavioral, environmental, socio-economic, and cultural factors impact human health and contribute to health disparities.
4. Employ the essential components of an effective public health program including assessment, planning, implementation, and evaluation.
5. Apply research, epidemiologic, and statistical methods for evidence-based decision-making.
6. Propose solutions for health promotion and disease prevention through public health systems.

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7. Use effective communication and teamwork strategies to inform and engage colleagues, policy makers, and community members to address pertinent public health issues.
8. Advocate adherence to ethical and legal principles in contemporary public health.
9. Apply leadership, management, finance, and organizational awareness skills to implement public health programs in a variety of settings.

12. Assessment plans

- a. Assessment Process.** Describe the assessment process that will be used to evaluate how well students are achieving the intended learning outcomes of the program.

The Department of Community and Environmental Health will review both qualitative evaluation-based information and quantitative academic-based data provided by students who are either actively enrolled in the program or have graduated. The department faculty will use this information to adjust key courses and overall program objectives or requirements.

- b. Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

Information gleaned from both qualitative and quantitative assessments will be presented to department faculty during planned meetings as needed during the semester as well as immediately following each semester. Changes will be made to course and program curriculum as warranted.

- c. Measures used.** What direct and indirect measures will be used to assess student learning?

Below are listed some general examples of assessment measures anticipated throughout the program:

- Course specific assessment measures will be used to assess the course-specific objectives. Assessment measures may include quizzes, tests, assignments, or course-specific projects.
- Assessment measures will vary to ensure students demonstrate various communication methods with course-specific content.
- Graduate exit survey to be conducted at the end of students' final semester.
- Stakeholder and graduate/alumni survey to be conducted annually in accordance with CEPH accreditation standards.
- Students will be prepared and encouraged to take the test to be a Certified Health Education Specialist (CHES). The department will track the number of graduates who sit for the CHES exam.

- d. Timing and frequency.** When will assessment activities occur and at what frequency?

- Course specific assessments will occur throughout each course, as well as at the end of each course when offered.
- The department will informally review course related data every semester and formally review data annually.
- The department will conduct exit surveys for every graduate.
- The department will perform the Program Assessment Review (PAR) every three years as required by Boise State University.

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Enrollments and Graduates

- 13. Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
	FY15	FY16	FY17	FY18 (most recent)	FY15	FY16	FY17	FY18 (most recent)
BSU								
BS in Public Health	n/a	n/a	5	6	n/a	n/a	n/a	(not available)
BS in Public Health, Environmental & Occupational Health emphasis	n/a	n/a	5	11	n/a	n/a	n/a	(not available)
BS in Public Health, Health Education and Promotion emphasis	n/a	n/a	20	30	n/a	n/a	n/a	(not available)
ISU	74	57	53	(not available)	5	8	5	(not available)
Bachelor of Arts or Bachelor of Science in Health Education								

- 14. Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Bachelor of Arts in Public Health (ONLINE)											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY19 (first year)	FY20	FY21	FY22	FY23	FY23	FY19 (first year)	FY20	FY21	FY22	FY23	FY23
20	93	167	258	292	292	0	6	25	52	78	78

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- 15. Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 “Need” above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

The program’s size will be scaled to demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up of the program.

Marketing and recruitment efforts will include a digital marketing campaign, a web landing page, request for information form, and a full program website with details regarding the key program assets, curriculum plan, and costs. In addition, a comprehensive communication plan will be implemented to attract and nurture interested students. Strategic, personalized communications will engage and support students throughout the recruitment lifecycle. Our coaching approach to student services will support online students and maintain their connection to Boise State through graduation.

- 16. Minimum Enrollments and Graduates.** Have you determined minimums that the program will need to meet in order to be continued? What are those minimums, what is the logical basis for those minimums, what is the time frame, and what is the action that would result?

Because the program will be utilizing the online fee model, it is best to put minimum enrollment in terms of course registrations, which are what translate to revenue. Based on estimated expenses for instruction and for support personnel expenses, estimate the minimum number of course registrations to achieve breakeven is:

- Year 1: Annual credits 529, Annual FTEs 17.64
- Year 2: Annual credits 2,186, Annual FTEs 72.86
- Year 3: Annual credits 3,188, Annual FTEs 106.26
- Year 4: Annual credits 3,705, Annual FTEs 123.51
- Year 5: Annual credits 3,798, Annual FTEs 126.59

If enrollments do not meet expectations, expenses will adjust to reflect actual activity. The program’s financial sustainability will be evaluated at least annually.

Resources Required for Implementation – fiscal impact and budget

17. Physical Resources.

- a. Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

The available space and equipment is currently acceptable to operate a successful program.

- b. Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

No impact.

- c. Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

Operating expenses associated with program support staff and new faculty is reflected in the budget.

18. Library resources

- a. Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed

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program? For off-campus programs, clearly indicate how the library resources are to be provided.

Library resources are sufficient.

- b. Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

None

19. Personnel resources

- a. Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The following support personnel will be hired:

- Program Director: 1.0 FTE hired in year one.
- Coordinator 0.5 FTE hired in year 2.
- Administrative Assistant: 0.4 FTE in year two; 0.6 FTE in year 3 and beyond.
- Academic advisor: 1.0 FTE hired in year 4.

The table below depicts the schedule of course offerings for the first three years of the program.

Schedule of Classes Offered for Online BA in Public Health: First three years. Numbers in cells refer to number of sections to be offered																		
			FA 2018		SP 2019		SU 2019		FA 2019		SP 2020		SU 2020		FA 2020		SP 2021	
		Session>>	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
		Cr.↓																
PUBH 303	Foundations of Public Health	3	1		1		1		1		1		1		2		2	
PUBH 240	Foundations of Health Ed & Promotion	3	1		1		1		1		1		1		1		2	
PUBH 318	Public Health Analysis	3		1		1		1		1		1		1		2		2
PUBH 325	Foundations of Leadership	3		1		1		1		1		1		1		1		2
PUBH 315	Public Health Policy and Law	3			1						2						2	
PUBH 310	Evidence-based Public Health	3			1						1						4	
PUBH 326	The Practice of Leadership	3				1						2						2
PUBH 382	Research Methods in Health	3				1						1						4
PUBH 342	Health Ed & Promotion Methods	3	1				1						1					
MDS 410	Case Studies in Leadership	3					1						3					
PUBH 365	Quality Improvement & Perf Mgmt	3						1						1				
PUBH 419	Public Health Communications	3						1						3				
PUBH 344	Health Behavior Theory and Practice	3							2						1			
PUBH 470	Collaborating for Change	3							1						4			
PUBH 418	Advanced Public Health Analysis	3								2						1		
PUBH 420	Strategic Planning & Project Mgmt	3								1						3		
PUBH 440	Health Ed & Promotion Programming	3									1		1		1		1	
PUBH 480	Epidemiology	3									1		1		1		1	
PUBH 455	Public Health Project	2										1		1		1		1
PUBH 400	Interprofessional Capstone	1										1		1		1		1
PUBH 490	Capstone in Leadership	3										1		1		1		1
	Total	60																
	Credits offered per semester		6	6	12	12	12	12	15	15	21	21	24	24	30	27	36	36
	Required FTE (24 credits=1 Faculty FTE)		1.5				4.0				7.4							

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The following table depicts the instructional staff that will be hired to support the program:

New Instructional FTEs for Program					
	Year 1	Year 2	Year 3	Year 4	Year 5
Lecturer	0.0	1.0	3.0	3.7	3.8
Adjunct	1.5	3.0	4.5	5.5	5.7

- b. Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

During the implementation phase and beyond, the program will be supported as necessary by the College of Health Sciences and the eCampus Center in the Division of Extended Studies. During year one, the Program Director will manage a majority of the administration and will also receive assistance from existing department staff. In subsequent years, personnel resources for the proposed program will be hired specifically for that program.

- c. Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Because limited administrative or instructional resources from existing programs will be used for the proposed program, there will be a minimal impact on resources available for existing programs. We do expect some movement of students from the existing face-to-face BS in Public Health to the new online program, and estimate that 10% of the enrollment of the new program will consist of those students. While historic attrition from the face-to-face program is within normal BSU parameters, we are hopeful that the new online program will be an option for those students that need to move from the Boise area and for those for whom a BS is not an appropriate academic fit. However, enrollments in the existing program are robust, and therefore no threat is posed by the new program.

- d. Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

See "a." above and budget sheet.

20. Revenue Sources

- a. Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

N/A

- b. New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

No new appropriation will be required.

- c. Non-ongoing sources:**

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

N/A

- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

d. Student Fees:

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

N/A

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. That policy enables the institution to set a price-point appropriate for the program; students will pay an online program fee in lieu of tuition. The price-point for our online program fee will be as follows: we will charge the same rate as the per-credit rate for tuition and fees that is charged to resident students with the additional charge of \$30 per credit online fee. We will automatically increase the fee in any years that the State Board of Education increases Boise State's per-credit rate for tuition and fees. We estimate the FY19 standard undergraduate per-credit rate to be \$314 per credit hour; thus, the total paid by a student per credit would be \$344 per credit.

For the 60 credits required for completion of the proposed program, the total cost will be \$20,640. A review of the four institutions listed in section 3 shows out-of-state student tuition ranges from \$29,340 to \$59,820.

We project that by the fourth year of the program, it will generate 5,561 SCH, which will yield a total revenue of \$1,913,077.

21. Using the budget template provided by the Office of the State Board of Education, provide the following information:

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

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

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I. PLANNED STUDENT ENROLLMENT																
			FY	2019		FY	2020		FY	2021		FY	2022		FY	2023
			FTE	Headcount		FTE	Headcount		FTE	Headcount		FTE	Headcount		FTE	Headcount
	A. New enrollments		16.0	39		71.4	111		123.4	177		166.8	235		190.6	261
	B. Shifting enrollments		1.8	4		7.9	12		13.7	20		18.5	26		21.2	29
	Total Enrollment		17.8	43		79.4	123		137.1	197		185.4	261		211.7	289
	Student Credit Hours Generated		533			2,381			4,113			5,561			6,352	
II. REVENUE																
			FY	2019		FY	2020		FY	2021		FY	2022		FY	2023
			On-going	One-time		On-going	One-time		On-going	One-time		On-going	One-time		On-going	One-time
	1. New Appropriated Funding Request															
	2. Institution Funds															
	3. Federal															
	4. New Tuition Revenues from Increased Enrollments															
	5. Student Fees			\$183,250			\$819,042			\$1,414,743			\$1,913,077			\$2,185,231
	6. Other (i.e., Gifts)															
	Total Revenue		\$0	\$183,250		\$0	\$819,042		\$0	\$1,414,743		\$0	\$1,913,077		\$0	\$2,185,231
	Ongoing is defined as ongoing operating budget for the program which will become part of the base.															
	One-time is defined as one-time funding in a fiscal year and not part of the base.															
	Budget Notes:															
	I.A, B.	Calculation of FTE and headcount as follows:														
		>1 FTE = 30 credits														
		>Headcount determined as the distinct number of students in the program that year.														
		>Assume that 90% of the enrollments will be new enrollments and 10% will be shifting enrollments.														
		>Assume 4.4% attrition from one semester to the next.														
	II.5.	>Student Fee revenue calculated as Student Credit Hours * \$344 per credit.														
		>\$344 calculated as estimate of 2018-2019 resident per-credit of \$314 rate plus \$30 per credit online fee.														
		>Assume in calculations that per-credit fee is stable over time; however, it will align with the amount charged to traditional resident students. Thus the cost per credit will increase at the same rate as the standard per-credit rate														

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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III. EXPENDITURES												
			FY 2019		FY 2020		FY 2021		FY 2022		FY 2023	
			On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs												
1. FTE				2.50		5.48		9.52		12.31		12.60
2. Faculty				\$0		\$42,600		\$125,670		\$157,620		\$161,880
3. Adjunct Faculty				\$37,800		\$75,600		\$111,510		\$139,860		\$143,640
4. Graduate/Undergrad Assistants												
5. Research Personnel												
6. Directors/Administrators				\$93,333		\$70,000		\$70,000		\$70,000		\$70,000
7. Administrative Support Personnel				\$0		\$11,635		\$17,452		\$17,452		\$17,452
8. Fringe Benefits				\$40,207		\$70,465		\$123,520		\$164,733		\$167,266
9. Other: Academic Advisors/Coordinators				\$0		\$18,333		\$27,500		\$71,500		\$71,500
Total Personnel and Costs			\$0	\$171,341	\$0	\$288,633	\$0	\$475,652	\$0	\$621,165	\$0	\$631,738
Budget Notes (continued)												
III.A.2	Faculty FTE: Calculated using (Credit hour load)/24											
III.A.3	Adjunct FTE: Calculated using (Credit hour load)/24											
III.A.6	Administrator: Program Coordinator starting January 2018 before program's anticipated launch in Fall 2018. Spring 2018 wages included in FY 2019.											
III.A.7	Support Personnel: 0.60 FTE Administrative Assistant starting FY 2020.											
III.A.8	Benefits calculated at professional \$13,100+(annual wage*20.72%), classified \$13,100+(annual wage*21.50%).											
III.A.9	Other - 0.50 FTE Coordinator starting FY 2020 and 1.0 FTE Academic Advisors start FY 2022.											

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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[illegible]

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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			FY	2019		FY	2020		FY	2021		FY	2022		FY	2023
			On-going	One-time		On-going	One-time		On-going	One-time		On-going	One-time		On-going	One-time
	D. Capital Facilities Construction or Major Renovation															
	E. Other Costs															
	1. Boise State Central			\$18,325			\$81,904			\$141,474			\$191,308			\$218,523
	2. Boise State eCampus Center			\$19,177			\$85,714			\$148,054			\$200,206			\$228,687
	3. Boise State Online Innovation Fund			\$8,630			\$38,571			\$66,625			\$90,093			\$102,909
	4. Boise State Online Marketing, Recruitment, Enrollment & Retention Fund			\$63,818			\$285,236			\$492,692			\$666,240			\$761,019
	5. College of Health Sciences Revenue Share			\$0			\$0			\$0			\$45,914			\$52,446
	Utilities															
	Maintenance & Repairs															
	Other															
	Total Other Costs		\$0	\$109,950		\$0	\$491,425		\$0	\$848,846		\$0	\$1,193,760		\$0	\$1,363,584
	TOTAL EXPENDITURES:		\$0	\$288,320		\$0	\$790,019		\$0	\$1,335,932		\$0	\$1,828,955		\$0	\$2,010,058
	Net Income (Deficit)		\$0	-\$105,070		\$0	\$29,023		\$0	\$78,811		\$0	\$84,122		\$0	\$175,172
Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):																
III.E.1	Boise State Central Services: A fund dedicated to funding support services for online students															
III.E.2	Boise State eCampus Center: Provide funding for initiative management, online course/program development and other support services															
III.E.3	Boise State Online Innovation Fund: Seed funding for academic programs, initiative infrastructure, and eventually innovation grants															
III.E.4	Boise State Online Marketing, Recruitment, Enrollment and Retention Fund: A fund dedicated to marketing the program, recruiting students, enrolling qualified students and retaining students throughout the life of the program															
III.E.5	College of Health Sciences Revenue Share (2.4% share)															

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Appendix A: CURRICULUM

Note that the courses to be offered as part of online program are those with course prefixes of PUBH, HEP, and HLTH.

Public Health Bachelor of Arts Online program	
Course Number and Title	Credits
Foundational Studies Program requirements indicated in bold. See page 50 for details and lists of approved courses.	
ENGL 101 Introduction to College Writing	3
ENGL 102 Intro to College Writing and Research	3
UF 100 Intellectual Foundations	3
UF 200 Civic and Ethical Foundations	3
DLM Mathematics	3
DLN Natural, Physical, & Applied Sciences course with lab	4
DLN Natural, Physical, and Applied Sciences course in a second field	3-4
DLV Visual and Performing Arts	3
DLL Literature and Humanities	3-4
DLS Social Sciences course	3
DLS Social Sciences course in a second field	3
PUBH 210 Health Services Administration	3
PUBH 230 Introduction to Environmental Health	3
PUBH 240 Foundations of Health Education and Promotion	3
HEP 342 Health Promotion Methods	3
HEP 344 Health Behavior Theory and Practice	3
HEP 440 Health Promotion Programming	3
PUBH 303 Foundations of Public Health	3
PUBH 310 Evidence-based Public Health	3
PUBH 315 Public Health Policy and Law	3
PUBH 318 Public Health Analysis	3
PUBH 325 Human Health & Disease	3
PUBH 326 Community Determinates of Health	3

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PUBH 365 Quality Improvement and Performance Management	3
PUBH 382 Research Methods in Health (CID)	3
PUBH 418 Advanced Public Health Analysis	3
PUBH 419 Public Health Communications	3
PUBH 420 Strategic Planning and Project Management	3
PUBH 470 Collaborating for Change	3
PUBH 480 Epidemiology	3
PUBH 455 Public Health Project	2
HLTH 400 Interprofessional Capstone (FF)	1
Electives	24-26
Total	120

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**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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SUBJECT

Board Policy III.S. Remedial Education – Second Reading

REFERENCE

August 2007	The Board approved second reading of changes to Board Policy III.S.
June 2012	The Board approved the Complete College Idaho Plan.
April 2015	The Board approved the first reading of changes to Board Policy III.S.
June 2015	The Board approved the second reading of changes to Board Policy III.S.
September 2017	The Board adopts the Governor's Higher Education Task Force recommendations, which includes co-requisite support strategies for remedial instruction.
December 2017	The Board approved the first reading of changes to Board Policy III.S.

APPLICABLE STATUTES, RULE OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 4, Effective and Efficient Educational System, Objective B, Alignment and Coordination

BACKGROUND/DISCUSSION

In April 2015, the Board approved changes to Board Policy III.S., Remedial Education. Specific amendments included updating terminology, removing outdated terminology referencing “developmental education”, and transitioning approved remediation from the traditional remedial course model to three separate approved models in alignment with the three models for remediation adopted with the approval of the Board’s Complete College Idaho plan and work with Complete College America (CCA). CCA has since redefined the original remediation reform initiative to focus on co-requisite remediation. It has also updated the language used in referring to co-requisite remediation, changing from a single delivery model to a support system that may be implemented through various models or methods.

Proposed policy amendments will clarify that co-requisite support models are to be credit bearing and will fulfill a gateway course requirement; whereas, remedial courses maintain no college-level content and therefore do not count toward degree requirements. For the purposes of this policy, a gateway course is defined as the first English or Math course requirement needed for a student’s program of study.

Additional amendments include clarifying student eligibility for enrollment in co-requisite support courses and remedial courses and ensuring that non-co-requisite remedial sequences will be structured by institutions in a way that will provide

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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students with the opportunity to enroll in the gateway course within the first academic year. The policy also clarifies procedures for student enrollment in remedial courses, piloting non-approved models, and annual Board reporting.

IMPACT

Proposed amendments will update the policy to better align with changes identified by Complete College America to help with implementation and student support. This policy further ensures students are provided an opportunity to complete their academic program in a timely manner.

ATTACHMENTS

Attachment 1 - Board Policy III.S. Remedial Education-Second Reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Adoption of this policy will bring this policy into alignment with changes made at the national level and in alignment with what the Board intended for its vision of the delivery of postsecondary remedial education. Proposed amendments will also facilitate full implementation of co-requisite remedial support in alignment with the Governor's Higher Education Task Force recommendation to scale co-requisite remediation. Most importantly, it will help ensure that more students are provided with access to courses that not only have higher success rates, but also count toward degree progress.

There were no changes between first and second reading. Board Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.S. Remedial Education as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: S. Remedial Education

~~June 2015~~February 2018

1. Coverage

All students at the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Southern Idaho, North Idaho College, the College of Western Idaho and Eastern Idaho Technical College are included in this subsection.

2. Definitions

~~a. Accelerated Model means a combined delivery series model whereby remedial content is embedded into credit bearing courses. Co-requisite Course Model: means Aa delivery model whereby remedial instruction is delivered alongsidesimultaneously with college level content as a separate course or lab as part of a co-requisite support program.~~

~~a.b. Co-Requisite Model means a delivery model whereby remedial instruction is delivered alongside college level content. Co-requisite Support: means Academic courses or content that supplements the content of gateway mathematics and English courses during the same academic term to increase the success rates for Sstudents in Nneed of Aadditional Ssupport.~~

~~c. Embedded Model: means Aa combined delivery series-model whereby remedial content is a part of the content delivered through gateway courses as part of a co-requisite support program.~~

~~b.d. Emporium Model means a delivery model whereby remedial education support is delivered in a computer lab setting where students receive individualized instruction from faculty and engagement with technology based programs as part of a co-requisite support program.~~

~~e.e. Remedial Courses means a courses numbered below 100. Gateway course means the first postsecondary mathematics or English Ccourse that a student takes that fulfills the mathematics or English requirement for the student's program of study.~~

~~f. Remedial Courses: means Education means a duplication of a secondary program/course and support services in basic academic skills to prepare students for college level coursework. Courses that are: (1)~~

~~i. designed for students in need of additional support to succeed in gateway courses in mathematics or English and (2)~~

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
FEBRUARY 15, 2018**

ii. required to be completed before a student may enroll in the gateway course for that subject. Remedial Courses may take the following forms:

Courses numbered below 100, which serve as a duplication of secondary program/curriculum or courses and support services in basic academic skills to prepare students for college level content and are a pre-requisite to enrolling in the college-level mathematics and English course.

g. f.—Students in Need of Additional Support: means Sstudents who have been identified by the institution's placement process to beas underprepared to take gateway mathematics and English courses without additional academic content or interventions.

3. Remedial Models The State Board of Education has approved the ~~following models for delivering remedial education: Accelerated, Co-Requisite, and Emporium, Co-requisite Course Model, Embedded Model, and Emporium Model as the methods for serving students in need of additional support. Students enrolling into Co-requisite Support shall be provided with the option to do so in one of the aforementioned defined models.~~ Institutions may also pilot the use of additional delivery models provided the models ~~implemented allow students to enter a credit bearing course in the first year of study and~~ are evidence based; evidence need not be Idaho specific. Institutions choosing to exercise this pilot option shall notify both the Council on Academic Affairs and Programs and the Instruction, Research, and Student Affairs Committee of:

a. Their intent to pilot a new delivery model; and

b. The results of said pilot.

~~The pilot method~~Piloted models must be assessed annually and may be continued and scaled beyond the first year if it the pilot achieves equal or greater success rates in students completing gateway mathematics and English courses as compared to rates achieved in approved Co-requisite Support models.

4. Each institution shall maintain a mechanism for diagnostic testing in English language arts and mathematics, and provide corrective measures for students identified as needing additional supports.

5. Students determined to be in need of instruction at the level equivalent to that offered through Adult Basic Education programs may be required to enroll in a remedial course. The remedial sequence required of these students shall be designed to ensure the student has the opportunity to enroll in the gateway course within the first academic year.

6. Student Enrollment in a remedial course must be identified by the institution and approved through established institutional processesby the institution.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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3.7. Credits earned in remedial courses may not apply toward the requirements for a certificate or degree.

8. Remedial education—Success rates in co-requisite support coursesmodels and remedial courses shall be reported annually to the Board.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses – Second Reading

REFERENCE

April 2011	Board approved the first reading of the proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs to include the inclusion of statewide program responsibilities into policy.
June 2011	Board approved the second reading of the proposed amendments to Board Policy III.Z. Planning and Delivery of Academic Programs and Courses as amended.
June 19, 2013	The Board was presented with proposed corrections to institutions' statewide program responsibilities.
August 15, 2013	The Board approved the first reading of the proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses to include updating institutions statewide responsibilities.
December 2013	The Board approved the second reading of Board Policy III.Z.
June 18, 2015	The Board approved the first reading of Board Policy III.Z.
August 13, 2015	The Board approved the second reading of Board Policy III.Z.
October 20, 2016	The Board approved the first reading of the proposed amendments to Board Policy III.Z that updates institutions statewide program responsibilities.
December 15, 2016	The Board approved the second reading of proposed amendments to Board Policy III.Z. that updates institutions statewide program responsibilities.
December 21, 2017	The Board approved the first reading of proposed amendments to Board Policy III.Z that changes the planning timeframe from five years to three years.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Z, Planning and Delivery of Postsecondary Programs and Courses.
Section 33-113, Idaho Code, Limits of Instruction.

ALIGNMENT WITH STRATEGIC PLAN

Goal 2, Innovation and Economic Development, Objective D, Education to Workforce Alignment

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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BACKGROUND/DISCUSSION

The purpose of Board Policy III.Z, “is to ensure Idaho’s public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses, and collaboration and coordination.” The purpose is to also meet the statutory requirement to “as far as practicable prevent wasteful duplication of effort” by the institutions.

The proposed amendments changes the planning timeframe from five years to three years to provide the Board with a better understanding where institutions are aligning their focus with program delivery by offering more relevant information about an institution’s program goals and how those align with institution mission and state or regional education workforce needs. The three-year planning process also aims to offer added flexibility to institutions with respect to program planning and proposal processes, without expense to Board oversight of program delivery, institutional accountability for resource allocation, and collaborative efforts across postsecondary institutions.

IMPACT

Proposed changes will simplify the information collected and reported, streamline the planning process, and improve the applicability of information provided to the Board.

ATTACHMENTS

Attachment 1 – Proposed Amendments to Board Policy III.Z

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Council on Academic Affairs and Programs (CAAP) supports maintaining the planning process and changing the period from five years to three years. While CAAP believes it is a useful tool; a more concise report about the institution’s goals and mission with programs would be more valuable to the Board.

There were no changes between the first and second reading. Board staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

Subsection: Z. Planning and Delivery of Postsecondary Programs and Courses

~~December 2016~~February 2018

The purpose of this policy is to ensure Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses (hereinafter referred to collectively as "programs"), and collaboration and coordination. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions"). The State Board of Education (the Board) aims to optimize the delivery of academic programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

This policy requires the preparation and submission of academic plans to advise and inform the Board in its planning and coordination of educational programs in a manner that enhances access to quality programs, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources. As part of this process, the Board hereby identifies and reinforces the responsibilities of the institutions governed by the Board to deliver Statewide Programs. The provisions set forth herein serve as fundamental principles underlying the planning and delivery of programs pursuant to each institution's assigned Statewide and Service Region Program Responsibilities. These provisions also require collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

This policy is applicable to campus-based face-to-face programs, including those that use technology to facilitate and/or supplement a physical classroom experience. It also applies to hybrid and blended programs where a substantial portion of the content is delivered on-line and typically has reduced seat time.

1. Definitions

- a. Designated Institution shall mean an institution whose main campus is located in a service region as identified in subsection 2.b.ii.1) and 2) below.
 - i. For purposes of this policy, with respect to academic programs, Designated Institutions and Partnering Institutions shall include only the University of Idaho, Idaho State University, Boise State University, and Lewis- Clark State College and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.1).
 - ii. For purposes of this policy, with respect to career technical programs, Designated Institutions and Partnering Institutions shall include only the

College of Southern Idaho, College of Western Idaho, North Idaho College, Eastern Idaho Technical College, Lewis-Clark State College, and Idaho State University and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.2).

- b. A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each Institution's Plan.
- c. Partnering Institution shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.
- d. Service Region Program shall mean an educational program identified by the Board to be delivered by a Designated Institution within its respective service region that meets regional educational and workforce needs.
- e. Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in subsection 2.b.ii.1) and 2) below. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.
- f. Statewide Program shall mean an educational program identified by the Board to be delivered by a particular institution which meets statewide educational and workforce needs. Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, College of Southern Idaho, and College of Western Idaho do not have Statewide Program Responsibilities.
- g. 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.

2. Planning and Delivery Process and Requirements

a. Planning

i. ~~Five~~Three-Year Plan

The Board staff shall, using the Institution Plans submitted, create and maintain a rolling ~~five-three~~ (~~53~~) year academic plan (~~Five~~Three-Year Plan) which includes all current and proposed institution programs. The ~~Five~~Three-Year Plan shall be approved by the Board annually at its August Board meeting.

ii. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer, create and submit to Board staff a rolling ~~five~~ three (~~53~~) year academic plan, to be updated annually, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Programs

Institutions assigned a Statewide Program Responsibility shall plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program Responsibility shall include in its Institution Plan all currently offered and proposed programs necessary to respond to the workforce and educational needs of the state relating to such Statewide Program Responsibilities. Each Institution Plan shall include the following information for proposed Statewide programs:

- a) A description of the Statewide Programs to be delivered throughout the state and the anticipated resources to be employed.
- b) A description of the Statewide Programs to be offered by a Designated or Partnering Institution.
- c) A summary of the Memoranda of Understanding (MOU's), if any, to be entered into with Partnering Institutions pursuant to Subsection 2.b.iii. below.

2) Service Region Programs

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver Service Region Programs that respond to the educational and workforce needs of its service region. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution

(including institutions with Statewide Program Responsibilities if applicable) located outside of the service region to deliver the program in the service region. The Institution Plan developed by a Designated Institution shall include the following:

- a) A description of the proposed academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the anticipated resources to be employed.
 - b) A description of proposed programs to be offered in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.
 - c) A description of proposed Statewide Programs to be offered in the service region by an institution with Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program Responsibility.
 - d) A summary of proposed MOU's, if any, to be entered into between the Designated Institution and any Partnering Institutions in accordance with Subsection 2.b.iii. below.
- 3) Institution Plan Updates

Institution Plans shall be updated and submitted to Board staff annually as follows:

- a) Preliminary Institution Plans shall be developed according to a template provided by the Board's Chief Academic Officer and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination annually in April.
- b) Following review by CAAP, Institution Plans shall be submitted to Board staff. Upon submission of the Institution Plans to Board staff, the Board's Chief Academic Officer shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.
- c) In the event the Board's Chief Academic Officer recommends material changes, he/she shall work with the institutions and then submit those recommendations to CAAP for discussion prior to submission to the Board for inclusion in the ~~Five~~Three-Year Plan.
- d) The Board's Chief Academic Officer shall then provide their

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recommendations to the Board for enhancements, if any, to the Institution Plans at a subsequent Board meeting. The Board shall approve the Institution Plans annually through the ~~Five~~Three-Year Plan submitted by Board staff. Board approval of Institution Plans acts as a roadmap for institutional planning and does not constitute Board approval of a program. Institutions are still required to follow the standard program approval process as identified in Board Policy Section III.G to gain program approval.

b. Delivery of Programs

i. Statewide Program Delivery

The Board has established statewide program responsibilities for the following institutions. This statewide program list shall be updated by the Board every two years.

Boise State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy and Administration	M.S., Ph.D.
Community and Regional Planning	M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with ISU)	M.S.W.
Social Work	Ph.D.

Idaho State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	Au.D., Ph.D.
Physical Therapy	D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Sign Language Interpreting	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics	B.S., M.S., Ph.D.
Dental Hygiene	B.S., M.S.
Medical Lab Science	B.S., M.S.
Clinical Psychology	Ph.D.

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University of Idaho must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Law	J.D.
Architecture	B.S. Arch., M. Arch.
Integrated Architecture & Design	M.S.
Landscape Architecture	B.S.L.A., M.L.A.
Interior Design	B.I.D., M.S.
Animal & Veterinary Science	B.S.A.V.S.
Animal Science	M.S.
Veterinary Science	D.V.M.
Plant Science	M.S., Ph.D.
Agricultural Economics	B.S.Aq.Econ.
Applied Economics (Agricultural)	M.S.
Food Science	B.S.F.S., M.S., Ph.D.
Forestry	B.S.Forestry
Renewable Materials	B.S.Renew.Mat.
Wildlife Resources	B.S.Wildl.Res.
Fishery Resources	B.S.Fish.Res.
Natural Resource Conservation	B.S.Nat.Resc.Consv.
Rangeland Ecology & Management	B.S.Rangeland.Ecol.Mgmt.
Fire Ecology & Management	B.S.Fire.Ecol.Mgt.
Natural Resource concentrations in: <ul style="list-style-type: none">• Forestry• Renewable Materials• Wildlife Resources• Fishery Resources• Natural Resource Conservation• Rangeland Ecology & Management• Fire Ecology & Management	M.S., M.N.R., Ph.D.

ii. Service Region Program Delivery

The Board has established service regions for the institutions based on the six geographic areas identified in Section 33-2101, Idaho Code. A Designated Institution shall have the Service Region Program Responsibility to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned service region.

1) Academic Service Regions

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. Lewis-Clark State College and the University of Idaho are the Designated Institutions serving undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education

needs.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution serving undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. Boise State University is the Designated Institution serving undergraduate and graduate education needs.

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate needs; with the exception that Boise State University will meet undergraduate and graduate business program needs.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

2) Career Technical Service Regions

Postsecondary career technical education is delivered by six (6) institutions, each having responsibility for serving one of the six geographic areas identified in Section 33-2101.

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. North Idaho College is the Designated Institution.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. College of Western Idaho is the Designated Institution

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. College of Southern Idaho is the Designated Institution.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution.

Region VI shall include the area within Area No.6 under Section 33-2101,

Idaho Code. Eastern Idaho Technical College is the Designated Institution.

3) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with Statewide Program Responsibilities) identifies a Service Region Program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated Institution's service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Career Technical Education in the case of career technical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to Board staff, in accordance with a schedule to be developed by the Board's Chief Academic Officer, the following:

- a) A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided.
- b) A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and long-term costs of delivery of such program.
- c) A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

4) Designated Institution's First Right to Offer a Program

In the event the Partnering Institution has submitted the information set forth above to the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, and a need is demonstrated by the Partnering Institution for such program in the service region, as determined by the Board (or by the Administrator for the Division of Career Technical Education in the case of career technical level programs), or prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such

program in the service region the Designated Institution shall have a first right to offer such program.

The Designated Institution must within six (6) months (three (3) months in the case of associate level or career technical level programs) of receiving the request from a Partnering Institution to offer said program determine whether it will deliver such program on substantially the same terms (with respect to content and timing) described by the Partnering Institution. In the event the Designated Institution determines not to offer the program, the Partnering Institution may offer the program according to the terms stated, pursuant to an MOU to be entered into with the Designated Institution. If the Partnering Institution materially changes the terms and manner in which the program is to be delivered, the Partnering Institution shall provide written notice to the Chief Academic Officer of the Designated Institution and to the Board's Chief Academic Officer of such changes and the Designated Institution shall be afforded the opportunity again to review the terms of delivery and determine within three (3) months of the date of notice whether it will deliver such program on substantially the same terms.

iii. Memoranda of Understanding

When a service region is served by more than one institution, an MOU shall be developed between such institutions as provided herein and submitted to the Board's Chief Academic Officer for review and approval by the Board prior to entering into such agreements. Each MOU shall be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with Statewide Program Responsibility has submitted the information set forth in Subsection 2.a.ii. above to a Designated Institution and Board staff in a timely manner (as determined by the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, then the Designated Institution shall identify the program in its Institution Plan and enter into an MOU with the institution with Statewide Program Responsibility in accordance with this policy. If, prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region, then upon Board approval the institution with Statewide Program Responsibility and the Designated Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

iv. Facilities

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution, the Partnering Institution's programs offerings shall be conducted in facilities

located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate property or facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:

- 1) The educational and workforce needs of the local community demand a separate facility at a location other than the campus of the Designated Institution or adjacent thereto as demonstrated in a manner similar to that set forth in Subsection 2.b.ii.1) above, and
- 2) The use or development of such facilities are not inconsistent with the Designated Institution's Plan.

Facilities rented or built by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.

v. Duplication of Courses

If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide Program.

vi. Program Transitions

Institutions with Statewide Program or Service Region Program Responsibilities may plan and develop the capacity to offer a program within a service region where such program is currently being offered by another institution (the Withdrawing Institution) as follows:

- 1) The institution shall identify its intent to develop the program in the next update of its Institution Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection 2.b.ii.3) above.
- 2) Except as otherwise agreed between the institutions pursuant to an MOU, the Withdrawing Institution shall be provided a minimum three (3) year transition period to withdraw its program. If the Withdrawing Institution wishes to withdraw its program prior to the end of the three (3) year transition period, it may do so but in no event earlier than two (2) years from the date of notice (unless otherwise agreed). The Withdrawing Institution shall enter into a transition MOU with the institution that will be taking over delivery of the program that includes an admissions plan between the institutions providing for continuity in student enrollment during the transition period.

vii. Discontinuance of Programs

Unless otherwise agreed between the applicable institutions pursuant to an MOU, if, for any reason, (i) a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, (ii) a Partnering Institution offering programs in the service region of a Designated Institution, or (iii) an institution holding a Statewide Program Responsibility offering Statewide Programs in the service region of a Designated Institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Service Region Program Responsibility, as appropriate, at least one (1) year's written notice of withdrawal, and shall also submit the same written notice to the Board and to oversight and advisory councils. In such case, the institution with Statewide or Service Region Program Responsibilities shall carefully evaluate the workforce need associated with such program and determine whether it is appropriate to provide such program. In no event will the institution responsible for the delivery of a Statewide or Service Region Program be required to offer such program (except as otherwise provided herein above).

3. Existing Programs

Programs being offered by a Partnering Institution (whether an institution with

Statewide Program Responsibilities, or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the Designated Institution and the Partnering Institution, subject to the transition and notice periods and requirements set forth above.

4. Oversight and Advisory Councils

The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth herein.

5. Resolutions

All disputes relating to items addressed in this policy shall be forwarded to the Board's Chief Academic Officer for review. The Board's Chief Academic Officer shall prescribe the method for resolution. The Board's Chief Academic Officer may forward disputes to CAAP and if necessary make recommendation regarding resolution to the Board. The Board will serve as the final arbiter of all disputes.

6. Exceptions

- a. This policy is not applicable to programs for which 90% or more of all activity is required or completed online, or dual credit courses for secondary education.
- b. This policy also does not apply to courses and programs specifically contracted to be offered to a private, corporate entity. However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their Service Region, the contracting institution shall notify the Designated Institutions in the Service Region and institutions with Statewide Program Responsibilities, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a Designated Institution, the Board encourages the contracting institution to include and draw upon the resources of the Designated Institution insomuch as is possible.