

**CONSENT
APRIL 19, 2018**

TAB	DESCRIPTION	ACTION
1	AUDIT – IDAHO STATE UNIVERSITY – INTELLECTUAL PROPERTY FOUNDATION OPERATING AGREEMENT	Motion to Approve
2	BAHR - SECTION I – RETIREMENT PLAN UPDATES	Motion to Approve
3	BAHR SECTION II – BOISE STATE UNIVERSITY – PROPERTY TRANSFER	Motion to Approve
4	IRSA – PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR – QUARTERLY REPORT	Motion to Approve
5	PPGA – ALCOHOL PERMITS REPORT – PRESIDENT APPROVED	Information item
6	PPGA – STATE REHABILITATION COUNCIL APPOINTMENTS	Motion to Approve
7	PPGA – IDAHO INDIAN EDUCATION APPOINTMENTS	Motion to Approve
8	SDE – BOISE STATE UNIVERSITY – EARLY CHILDHOOD EDUCATION ENDORSEMENT	Motion to Approve
9	SDE – EMERGENCY PROVISIONAL CERTIFICATION	Motion to Approve
10	SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS	Motion to Approve

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CONSENT
APRIL 18, 2018

IDAHO STATE UNIVERSITY

SUBJECT

Operating Agreement between Idaho State University (ISU) and the Idaho State University Intellectual Property Foundation

REFERENCE

August 2014

Board approval of the Operating Agreement between ISU and the ISU Intellectual Property Foundation.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

This action supports State Board of Education (Board) Strategic Plan Goal 2: Innovation and Economic Development; Objective B: Innovation and Creativity.

BACKGROUND/DISCUSSION

Board policy requires that institutions' affiliated foundations be non-profit entities and that they be recognized by the Board. The operating agreements between the institutions and their affiliated foundations must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval.

Idaho State University (ISU) is submitting the operating agreement with the ISU Intellectual Property Foundation for its three-year review. There are no substantive changes to the agreement since the Board approved the agreement in 2014.

IMPACT

Re-approval of the operating agreement meets the requirement for periodic review and approval by the Board, as stated in Board Policy V.E.

CONSENT
APRIL 18, 2018

ATTACHMENTS

Attachment 1 – Intellectual Property Foundation Operating Agreement	Page 3
Attachment 2 – Signed Articles of Incorporation	Page 25
Attachment 3 – Signed Bylaws	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

The original version of the ISU operating agreement with the ISU Intellectual Properties Foundation was approved by the Board in 2014. ISU's administration (including the Vice President for Research and General Counsel) and the ISU Foundation are satisfied with the arrangements in the agreement, which was approved by the Board. Board staff accomplished a line-by-line comparison of the two documents to confirm that the only changes made from the Board-approved 2014 document are minor format corrections and a new effective date, reflecting the three-year review and Board re-approval.

Note: Board Policy V.E. also requires that affiliated foundations have 501(c)(3) status. The ISU Intellectual Property Foundation is not yet in compliance. The Foundation is now working to obtain that status.

The Audit Committee reviewed the attached operating agreement at its March 2018 meeting and has forwarded it to the Board with the recommendation that it be approved. Staff recommends approval.

BOARD ACTION

I move to approve the Operating Agreement between Idaho State University and the Idaho State University Intellectual Property Foundation, Incorporated, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**OPERATING AGREEMENT BETWEEN
IDAHO STATE UNIVERSITY AND
IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION, INC.**

This agreement ("Operating Agreement") is entered into effect as of the day of , 2018, by and between Idaho State University ("University") and Idaho State University Intellectual Property Foundation, Inc. ("IPF"). The University and IPF are sometimes collectively referred to herein separately as a "Party" and collectively as the "Parties."

WHEREAS, IPF is a nonprofit corporation incorporated on December 3, 2014, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, IPF will become a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, IPF's purpose and mission is to support the education, research, and public service functions of the University;

WHEREAS, IPF and the University desire to set forth in writing various aspects of their relationship with respect to IPF's commercialization of ISU technology;

WHEREAS, the Idaho State Board of Education (collectively the "State Board") has promulgated Policies, Procedures, and Guidelines applicable to the commercialization of University intellectual property (these policies, procedures, and guidelines as currently constituted and the successor policies, procedures, and guidelines thereto are referred to herein collectively as "State Board Policies and Procedures");

WHEREAS, IPF and the University intend for this agreement to be the written operating agreement required by the State Board.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, the University and IPF hereby agree as follows:

ARTICLE I

IPF'S PURPOSES

A. IPF's purpose is to support the education, research, and public service functions of the University through commercializing intellectual property created by the University.

B. In carrying out its purpose IPF 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 State Board Policies and Procedures; and/or (3) the role and mission of the University.

C. The IPF will always keep in mind the fact that it is organized to support and further the interests of the University and will, as it pursues the commercialization of intellectual property, take steps to protect the University from legal exposure and risk to its reputation.

D. The IPF Board of Directors shall keep operating costs to a minimum and ensure that ISU's research and educational mission and ISU's best interests are paramount in their decision making process.

ARTICLE II

IPF'S ORGANIZATIONAL DOCUMENTS

IPF shall provide copies of its Articles of Incorporation and Bylaws to the University. IPF shall not amend or revoke its Articles of Incorporation or Bylaws without the written approval of the University and the State Board of Education.

ARTICLE III

UNIVERSITY RESOURCES AND SERVICES

A. University Employees.

1. Liaison: The University's Vice President for Research and Economic Development shall serve as the University's liaison to IPF (the "Liaison"). The duties and responsibilities of the Liaison are as follows:

a. The Liaison shall be responsible for communicating with IPF regarding the University's activities and programs relevant to IPF's mission and for coordinating any administrative support provided by the University to IPF.

b. The Liaison shall report on behalf of the University to IPF's Board of Directors regarding the University's research efforts with regard to IPF. The Liaison may also report other information to IPF's Board of Directors that is pertinent to the common goals of the University and IPF.

2. The University and IPF may elect to enter into agreements for the loaning of employees to IPF by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "A." Subject to the Loaned Employee Agreement, the loaned employees shall report to the IPF Board and the Executive Director of IPF. IPF will reimburse the University for the salary of the

loaned employee pursuant to the Loaned Employee Agreement or as otherwise determined by the agreement of the Parties.

3. **Limited Authority of University Employees.** Notwithstanding the foregoing provisions, no University employee other than an employee loaned to IPF shall be permitted to have responsibility or authority for IPF policy making, financial oversight, spending authority, investment decisions, or the supervision of IPF employees, provided however University employees appointed to the IPF Board of Directors shall have authority to act as such within the laws of the state of Idaho governing conflicts of state officials as well as the policies of the IPF Board of Directors regarding conflicts.

4. **IPF Executive Director.** The IPF Executive Director shall be an employee of the IPF and shall not be a loaned employee of the University.

B. **Support Staff Services and Facilities.** The University may provide administrative support in financial, accounting, and research compliance services to IPF and the use of the University's office space and other facilities as set forth in the Service Agreement attached hereto as Exhibit "B" ("Service Agreement"). Except as specifically provided otherwise herein, all University employees who provide support services to IPF shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with IPF in a Loaned Employee Agreement. The IPF will pay the University for the services and facilities provided to IPF pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. **No IPF Payments to University Employees.** Notwithstanding any provision of this Agreement to the contrary, IPF shall not make any payments directly to a University employee in connection with any resources or services provided to IPF pursuant to this Article, provided however, nothing in this paragraph C shall limit or prohibit formal joint appointments of employees between the University and IPF under which IPF pays the percentage of salary and employee benefits allocated to IPF under the joint appointment agreement.

ARTICLE IV

MANAGEMENT AND OPERATION OF IPF

A. **Grants.** IPF may apply for grants and contracts, such as, without limitation, Small Business Innovation Research grants. However, IPF will not apply for any grants without the prior approval of the University's Vice President for Research and Economic Development. IPF will not directly conduct research activities though it may contract with the University or other entities for the University or other entities to provide research services. All contracts to which the IPF is a party shall provide that IPF is an entity distinct and separate from the University.

B. **Focus on Technology Transfer.** The IPF will abide by State Board

Policies and Procedures, applicable University policies, and state and federal law and act only in a manner consistent with the same. In particular, in pursuing commercialization of University technology, IPF will act in a manner consistent with the University's overarching goal of delivering useful products to the public. The IPF will pursue commercialization of University technology in a manner that encourages commercialization rather than generating revenue primarily through threats of patent infringement litigation ("patent trolls") or ¹¹flipping" technology. The IPF will carefully review the State Board Policies and Procedures, which provide detailed directions on these issues, and act only in a manner consistent therewith.

C. Fund Transfers and Charitable Fundraising.

1. IPF may, from time to time, transfer funds to the University as part of IPF's mission in support of the University. The University may direct IPF to transfer such funds to the Idaho State University Foundation, Inc., in which case such funds will be subject to Idaho State University Foundation, Inc. policies and procedures. IPF's Treasurer or other individual to whom such authority has been delegated by IPF's Board of Directors shall be responsible for transferring funds as authorized by IPF's Board of Directors. All transfers and expenditures described in this Section must comply with section 501(c)(3) of the Internal Revenue Code and be consistent with IPF's mission to support of the University.

2. Charitable Fundraising. IPF will not solicit for the donation of charitable contributions to be held by IPF. If a donor approaches IPF with the intention of making a charitable contribution to IPF, IPF will instruct such donor to contribute such funds to the Idaho State University Foundation, Inc.

D. IPF Contracts, Expenditures, and Financial Transactions.

1. Signature Authority for Contracts. The IPF Board of Directors may grant to IPF personnel signature authority for contracts to which IPF is a party pursuant to IPF's bylaws. The IPF shall notify the University in writing of those parties given signature authority.

2. IPF designates the IPF Chair and Treasurer as the individuals with signature authority for IPF in all financial transactions. IPF's Treasurer may also delegate signature authority on a temporary basis consistent with IPF's Bylaws to another IPF employee, an employee loaned to IPF, or an IPF Board member who is not a University employee. In no event may the person with IPF signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to IPF.

3. Expenditures. All expenditures of IPF shall be consistent with the purposes of IPF and applicable laws, contracts, and grants as the case may be.

E. Transfer of University Financial Assets to IPF. The University may

transfer funds to the IPF until it becomes self-supporting to aid the IPF in pursuing its purpose and to allow it to fulfill its responsibilities hereunder. Proposed funding requirements for the IPF will be determined on an annual basis as part of the operating budget process, but presented to the State Board for approval in a separate review. These funding transfers will constitute a line of credit that the IPF will be contractually required to repay, after it becomes self-supporting and on a schedule as proposed by the University and approved by the State Board in the annual review.

F. Transfer of University Intellectual Property to the IPF. The University may transfer intellectual property to the IPF. All such transfers of intellectual property will be made pursuant to State Board Policies and Procedures, University policy, and state and federal law. Such transfers shall be made pursuant to a written agreement detailing the financial arrangement between the Parties applicable to the intellectual property transferred.

G. Separation of Funds. All IPF assets (including bank and investment accounts) shall be held in separate accounts in the name of IPF using IPF's Federal Employer Identification Number. The financial records of IPF shall be kept using a separate chart of accounts and shall be kept in a secured database that is protected by separate password-only access.

H. Insurance. IPF shall maintain insurance to cover the operations and activities of its Directors, Officers and employees. IPF shall also maintain general liability coverage.

I. Organizational Documents. IPF's Articles of Incorporation are attached hereto as Exhibit "C" and IPF's Bylaws, which are attached at Exhibit "D." IPF agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to the University immediately upon request. IPF agrees that its Articles of Incorporation and Bylaws shall not be amended or revoked without the written approval of the University and State Board of Education.

J. Conflicts of Interest. IPF, in its bylaws has adopted a written policy addressing the manner IPF will address conflict of interest situations.

K. Equity Positions and Cash Investments. IPF is prohibited from taking majority ownership positions in companies and will not be involved in the operations of any company in which it holds equity. IPF shall not use funds that it receives from the University to make a cash investment in any company in return for equity.

L. Lease or Purchase of Real Property. IPF may lease or purchase real property only if such lease or purchase is consistent with IPF's purposes and obligations as described herein.

ARTICLE V

IPF'S RELATIONSHIP WITH THE UNIVERSITY

A. **Joint Participation.** The parties hereto recognize that joint participation and regular interaction among employees of both IPF and University is beneficial and encouraged. This may include service on committees, councils, review Boards and/or other activities identified by either party for the mutual benefit and interest of both parties.

B. **University's Representation on IPF's Board.** The University will be allowed representation on IPF's Board of Directors as set forth in the Bylaws as attached hereto. Provided, however, the University's representation on the IPF Board shall not constitute a majority of the IPF Board.

C. **Executive Director Reporting.** The IPF Executive Director shall act under the supervision of and report to the IPF Board subject to any applicable Loaned Employee Agreement.

D. **Cost Recovery.** The parties shall allocate costs associated with reciprocal operations in a fair and equitable manner so that the full and independent costs of such operations can be recovered by the respective parties.

E. **Export Control.** IPF shall be responsible for all matters pertaining to export controls.

F. **Subsequent Agreements.** The parties hereto anticipate that they may enter into subsequent written agreements on a project by project basis setting forth the parties' respective duties and obligations in regard to such projects. As such, the parties hereto acknowledge and agree that any such agreement shall govern for the purpose of any such specified project. Provided, however, that if there is a conflict between the terms of the Operating Agreement and the terms of a subsequent agreement, the terms of the Operating Agreement will be controlling and supersede any inconsistent terms in the subsequent agreement.

G. **Access to Records.** The University shall have reasonable access to the financial and accounting records of IPF upon providing three (3) days written notice to IPF. All access by the University of such records shall be made in accordance with applicable laws. In addition, upon request of IPF, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of IPF shall be protected from disclosure.

H. **Records Management.**

1. IPF shall be responsible for maintaining all permanent records of IPF including but not limited to IPF's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, and all other IPF records as required by applicable laws.

2. IPF's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that IPF is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to Public Records statutes. Nothing in this Operating Agreement shall be construed as a waiver of IPF's right to assert exemption from these statutes.

I. **Identification of Source.** IPF shall be clearly identified as the source of any correspondence, activities and advertisements emanating from IPF.

J. **Establishing IPF's Annual Budget.** IPF shall provide the University with IPF's proposed annual operating budget and capital expenditure plan (if any) prior to the date of IPF's Board of Directors meeting at which IPF's Board of Directors will vote to accept such operating budget.

K. **Attendance of the University's President at IPF's Board of Director Meetings.** IPF may invite the University's President to attend meetings of IPF's Board of Directors and the University's President may act in an advisory capacity in such meetings. The University's President may serve as an Ex-Officio member of IPF's Board of Directors.

L. **Supplemental Compensation of University Employees.** No University employee shall receive direct payments, compensation, or other benefits from IPF, provided that IPF may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must be paid by IPF to the University and the University shall then pay or reimburse the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from IPF. Provided however, nothing in this sub-section shall limit or prohibit formal joint appointments of employees between the University and IPF under which IPF pays the percentage of salary and employee benefits allocated to IPF under the joint appointment agreement.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

A. **Fiscal Year.** IPF and the University shall have the same fiscal year.

B. **Annual Audit.** IPF shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards Board principles as appropriate. The audit shall be conducted by an independent certified public accountant who is not a Director or Officer of IPF. Such audit shall be conducted at the same or similar time as the University audit and shall be reported

to IPF's Board of Directors. Such audit reports shall contain IPF's financial statements and the auditor's independent opinion regarding such financial statements. The annual audit reports shall be submitted to the University's Office of Finance and Administration in sufficient time to incorporate the same into the State of Idaho's Comprehensive Annual Financial Review statements.

C. Reports to University Vice President for Research and Economic Development. On an annual basis and as otherwise requested by the University, IPF shall provide a written report to the University Vice President for Research and Economic Development (with a copy to the University Vice President for Finance and Administration) setting forth the following items:

1. a report of IPF transfers made to the University, summarized by University department;
2. a list of all of IPF's Officers, Directors, and employees;
3. a list of University employees for whom IPF made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
4. a list of all contracts entered into by IPF;
5. a quarterly report of IPF's activities and strategic direction; and
6. a report of any actual litigation involving IPF during its fiscal year, identification of legal counsel used by IPF for any purpose during such year, and identification of any potential or threatened litigation involving IPF limited to the extent necessary to protect attorney-client privilege and litigation strategy.

ARTICLE VII

CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

A. Conflicts of Interest Policy Statement. IPF, in its bylaws has adopted a written policy addressing the manner IPF will address conflict of interest situations.

B. Dual Representation. Under no circumstances may a University employee represent both the University and IPF in any negotiation, sign for both Parties in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and IPF. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to IPF for IPF's independent review, approval and use.

C. **Contractual Obligation of University.** IPF shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. If such contract deals primarily with technology transfer or sponsored programs, the contract approval process shall be administered under procedures developed by the University Office for Research and Economic Development.

D. **Acquisition or Development of Real Estate.** IPF shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by IPF, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and IPF. Any notification by the University to the State Board required pursuant to this Section may be made through the State Board's chief executive Officer in executive session as permitted pursuant to Idaho Code Section 67-2345(1)(c).

ARTICLE VIII

GENERAL TERMS

A. **Effective Date.** This Agreement shall be effective on the date set forth above.

B. **Right to Terminate.** This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Notwithstanding any other provision herein, if either party terminates this Operating Agreement, contractual obligations with third parties incurred by IPF will be transferred to the University to the extent allowed by law and Idaho State Board of Education policy. 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 to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of IPF, provided however, in the event a new operating agreement is not achieved upon completion of the dispute resolution process, the association between IPF and the University will be ended, and IPF will cease all references to Idaho State University in its name and with respect to its operations other than as is necessary to complete projects or contracts pending as of the final date of the dispute resolution process.

C. **Dispute Resolution.** The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to IPF's Chair and the University's President. If IPF's Chair and the University's President cannot resolve the dispute, then the dispute will be referred to IPF's Chair and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and IPF shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

D. **Distribution of Assets upon Termination of Agreement or Dissolution of IPF.** Upon termination of this Agreement or dissolution of IPF, whichever first occurs, IPF shall transfer the balance of all property, intellectual property, and assets of IPF to the University or an organization designated by the University. This will be done in a manner consistent with its Articles of Incorporation, which state that "upon dissolution or final liquidation, the assets of the Corporation remaining after discharge of the debts and obligations of the Corporation shall be distributed exclusively to Idaho State University or to such other charitable, scientific, literary, or educational organizations designated by Idaho State University that are tax exempt under Internal Revenue Code §501(c)(3)."

E. **Board Approval of Operating Agreement.** Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

F. **Modification.** Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

G. **Providing Documents to and Obtaining Approval from the University.** Unless otherwise indicated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from an individual to whom such authority has been properly delegated by the University's President.

H. **Providing Documents to and Obtaining Approval from IPF.** Unless otherwise indicated herein, whenever documents are to be provided to IPF or whenever IPF's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, IPF's Board of Directors or an individual to whom such authority has been properly delegated by IPF's Board of Directors.

I. **Notices.** Any notices required under this agreement may be mailed or delivered as follows:

To University:

Idaho State University
Attn: Vice President for Research
921 S. 8th Ave.
Pocatello, ID 83209

Idaho State University
Attn: Idaho State University President
921 South 8th Ave.
Pocatello, ID 83209

With copy to:
Idaho State University
Attn: Office of General Counsel
921 South 8th Ave.
Pocatello, ID 83209

To IPF:
Idaho State University Intellectual Property Foundation
Attn: IPF Executive Director
921 South 8th Ave.
Pocatello, ID 83209

J. **No Joint Venture.** At all times and for all purposes of this Operating Agreement, the University and IPF shall act in an independent capacity and not as an agent or representative of the other Party.

K. **Liability.** The University and IPF are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, Directors, Officers, members or employees.

L. **Indemnification.** IPF agrees to indemnify, defend and hold the University, its 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 IPF, its employees, contractors, or agents in performing its obligations under this Operating Agreement.

M. **Assignment.** This Agreement is not assignable by either Party, in whole or in part.

N. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

O. **Articles, Sections, Subsections and Subparagraphs.** This Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I), Sections that are identified by an uppercase letter followed by a period (for example A.), subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subsections (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).

P. **Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Q. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

R. **Cooperation of the Parties.** The parties hereto agree to do all acts and things necessary to make, execute and deliver any and all written instruments as shall from time to time be reasonably required to carry out the terms and conditions of this Agreement.

IN WITNESS WHEREOF, University and IPF have executed this agreement on the above specified date.

IDAHO STATE UNIVERSITY

By: _____

Name: _____

Title: _____

IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION

By: _____

Name: _____

Title: _____

EXHIBIT A**FORM OF LOANED EMPLOYEE AGREEMENT****AGREEMENT FOR LOANED EMPLOYEE**

This Agreement for Loaned Employee (Agreement) is entered into by and between IDAHO STATE UNIVERSITY, an Idaho institution of higher education and body politic and corporate, and the Idaho State University Intellectual Property Foundation, Inc. (IPF), an Idaho non-profit Corporation, and is effective the day of , .

BACKGROUND

A. IPF has asked the University to make certain university employees available to IPF for fulfilling various operational requirements of IPF.

8. University has agreed to loan its employee (Loaned Employee) to IPF to act in the capacity of for IPF pursuant to the terms of this Agreement.

AGREEMENT

The parties agree as follows:

1. Relationship between Loaned Employee and University.

- a. **Status.** At all times under this Agreement, Loaned Employee shall be an **[**classified or exempt**]** **[**fiscal or academic**]** year employee of the University subject to all applicable policies and procedures of the University and the State Board of Education. IPF shall have control over all aspects of Loaned Employee's day to day work and Loaned Employee shall devote 100% of his or her working time to performing services for IPF. Notwithstanding the foregoing, IPF may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with IPF policies and procedures and applicable law. The parties acknowledge that University and Loaned Employee have agreed and acknowledged that Loaned Employee's contract with the University is contingent upon continuation of this Agreement and in the event this Agreement is terminated Loaned Employee's contract with the University will also terminate. Loaned Employee will be considered a loaned employee under the worker's compensation law of the State of Idaho.

- b. **Compensation.** University shall pay Loaned Employee a [****fiscal or academic****] year salary rate of \$ _____, payable on the regular bi-weekly paydays of the University and subject to adjustment in accordance with the University's regular policies and procedures. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. IPF shall pay University for this cost as provided in Section 3 below.
- c. **Travel Expenses.** University shall reimburse directly to Loaned Employee costs incurred for IPF travel that is approved in advance by IPF or the University. IPF shall pay University for this cost as provided in Section 3 below.
- d. **No Prohibition on Leasing Employee to IPF.** University represents and warrants to IPF that there is no agreement with Loaned Employee nor any University policy of procedure (including, without limitation, any agreement, policy, or rule of the State Board of Education or the University) that prohibits the University from leasing Loaned Employee to IPF pursuant to the terms of this Agreement. University further represents and warrants that Loaned Employee is eligible for benefits as a full-time leased employee under the term of all applicable University benefit plans.
- e. **Relationship between IPF and Loaned Employee.**
 - a. **Supervision.** Loaned Employee will work under the supervision and direction of, and will report directly to, the IPF Executive Director or their designee, who shall determine their duties to perform work for IPF.
 - b. **Performance Evaluations.** IPF will evaluate the performance of Loaned Employee on an annual basis at a time consistent with the annual reviews of exempt employees at the University. IPF will provide University with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.
- f. **Relationship between IPF and University.**
 - a. **Lease of Loaned Employee.** During the term of this Agreement, so long as Loaned Employee is employed by University, University shall make available to IPF the full time services of Loaned Employee, subject to University's continued employment of Loaned Employee. The furnishing of Loaned Employee shall not be considered a professional service of the University to IPF, nor shall University be considered a contractor of IPF.
 - b. **University to Provide Salary and Benefits.** As indicated above, University shall provide Loaned Employee with a [****fiscal or academic****] year salary rate of \$ _____ and other University benefits to the

same extent and on the same terms as other full-time University employees of her/his classification. University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including, without limitation, withholding and payment of payroll taxes, unemployment compensation, worker's compensation coverage, social security, and providing any fringe and welfare benefit programs for Loaned Employee.

- c. **Reimbursement of Salary and Benefits by IPF.** IPF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits and any reimbursable costs such as travel expenses. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, IPF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of five (5) years following the termination of this Agreement.

- d. **Review of Loaned Employee's Status/Discipline/Termination for Cause.** Loaned Employee shall at all times remain an employee of University. Accordingly, University shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between University and Loaned Employee. As provided above, IPF will conduct an annual review of Loaned Employee. IPF will provide a copy of any documents related to its evaluation to the University no later than fourteen (14) days after the evaluation is completed. Based on its annual review of Loaned Employee's performance, IPF may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with IPF policies and procedures and applicable law. If IPF makes such a determination, IPF shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason IPF is discontinuing the services of Loaned Employee.

- e. **Indemnification by IPF for Acts of Loaned Employee.** University shall have no liability to IPF for loss or damage directly resulting from the fault, negligence, misconduct, or other acts of the Loaned Employee while Loaned Employee is performing activities on behalf of or at the direction of IPF. IPF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing Board, Officers, employees, and agents from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities for injuries (including death) to persons and for damages to property (including damage to property of IPF or others) arising out of or in connection with the activities of the Loaned Employee performed on behalf of or at the direction of IPF. Notwithstanding the foregoing, both parties may maintain any liability insurance coverage as it shall deem appropriate with respect to liabilities arising out of the acts or omissions of

Loaned Employee.

- f. **Compliance with Employment Discrimination Laws.** IPF agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee as if Loaned Employee were an employee of IPF. IPF shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. IPF shall indemnify, defend, and hold University harmless from any claims or losses resulting from IPF's failure to comply with any applicable employment discrimination laws.

g. **General Terms.**

- a. **Term, Termination.** The term that University shall lease Loaned Employee to IPF shall extend to _____, which is the term of employment specified in Loaned Employee's contract as an employee of the University, unless it is terminated earlier upon the occurrence of any of the following:
- i. **Notice to University Due to Loaned Employee Performance Problems.** Pursuant to Section 3 above, IPF may discipline Loaned Employee by taking action up to and including termination of this Agreement for cause based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance. If IPF makes such a determination, IPF shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason IPF is discontinuing the services of Loaned Employee.
 - ii. **Termination in the Event of Default.** Either party may terminate the lease of Loaned Employee by University to IPF upon the material default of the other's performance provided that the non-defaulting party first provides the other with at least ten (10) days notice of the default and an opportunity to cure such default within the notice period
 - iii. **Discontinued Employment of Loaned Employee by University.** The lease of Loaned Employee to IPF shall automatically terminate if Loaned Employee is no longer an employee of University for any reason.
 - iv. The parties may extend the term of this Agreement at any

time upon mutual agreement for a new term that is equal to the term of the Loaned Employee's renewed employment contract with the University, if any. IPF is under no obligation to extend the term of this Agreement for a new term, however, (in order to be consistent with the University policies which call for at least 60 days notice if the University will not renew the Loaned Employee's employment agreement) in the event IPF determines that it will not agree to an extension of the term of this Agreement, IPF will give University notice of its intention not to extend the term of this Agreement at least 60 days prior to the expiration of the term of this Agreement.

- b. **No Third Party Beneficiaries.** The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable State Board of Education and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline.
- c. **Governing Law.** This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County, Idaho.
- d. **Notice.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To IPF:

Idaho State University Intellectual Property Foundation, Inc. Attn:
Executive Director
921 South 8th Ave.
Pocatello, ID 83209

**To
University:**

Idaho State University
Attn: Vice President for Research and Economic Development
921 South 8th Avenue, Stop 8130
Pocatello, Idaho 83209

With copy to:

Idaho State University Office of General Counsel
Attn: General Counsel
921 South 8th Avenue, Stop 8410
Pocatello, Idaho 83209

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

- e. **Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
- f. **Attorney's Fees.** In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.
- g. **Assignment.** Neither party shall assign this Agreement with the prior written consent of the other.
- h. **Amendments.** This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.
- i. **Acknowledgement by Employee.** This Agreement shall not be effective until it is executed by University and IPF and acknowledged by Loaned Employee pursuant to the signature blocks below.

The parties have executed this Agreement effective as of the date set forth above.

IDAHO STATE UNIVERSITY

By:_____

Name:_____

Title:_____

IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION

By:_____

Name:_____

Title:_____

Acknowledgment by Loaned Employee:

Loaned Employee, by their signature below, acknowledges the terms of this Agreement between University and IPF and agrees that they are an employee of the University that are loaned to IPF pursuant to the terms of this Agreement. Loaned Employee further acknowledges that they are a "loaned employee" pursuant to all state workers compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by workers compensation insurance held for the benefit of Loaned Employee by University. Loaned Employee will be precluded from recovering damages from IPF for such injury in accordance with applicable state workers compensation laws.

By:_____

Name:_____

Title:_____

EXHIBIT B

FORM OF SERVICE AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (Agreement) is entered into by and between IDAHO STATE UNIVERSITY, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("University"), and IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION, INC., an Idaho non-profit Corporation ("IPF"), and shall be effective as of the day of _____, 2018.

- A. The University agrees to provide to IPF the following administrative, financial, and accounting support services.
 - 1. Administrative support for IPF's general accounting and operations, including cash, receivables, and disbursement processing, preparation of financial statement and work papers for external audit, support for IPF Audit Committee, and support for IPF tax return filing.
 - 2. Administrative support for IPF through the University Human Resources Office, including payroll and benefits management.
 - 3. Support for matters pertaining to export controls.
- B. All University employees who provide support services to the IPF under this Agreement shall remain University employees under the direction and control of the University.
- C. The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to IPF, the nature and location of which shall be in the University's discretion. In addition, the University shall furnish office space and office equipment for use by employees loaned to IPF by the University, the nature and location of which shall be subject to agreement of the parties.
- D. IPF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to IPF pursuant to this Service Agreement.
- E. The Parties acknowledge that support services provided by the University to IPF hereunder are intended to continue only so long as is necessary for IPF to become a fully self-sufficient operational entity. As IPF gains in self-sufficiency, services provided hereunder may be assumed by IPF operations and discontinued by the University all as per the agreement of the Parties

This Agreement shall be effective as of the date set forth above and shall continue in annual terms matched to the University's fiscal year until terminated by either party. This Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Agreement shall also terminate at the same time as any termination of the Operating Agreement between the University and the IPF dated _____, 2018. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

IDAHO STATE UNIVERSITY

By:_____

Name:_____

Title:_____

IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION

By:_____

Name:_____

Title:_____

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ATTACHMENT 2

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**ARTICLES OF INCORPORATION
OF
IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION, INC.**

SECRETARY OF STATE
STATE OF IDAHO

The undersigned, being over the age of eighteen (18) years, and for the purpose of forming a nonprofit Corporation under the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 of the Idaho Code, hereby certifies and adopts the following Articles of Incorporation:

ARTICLE ONE

The name of the Corporation is the IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION, INC. and its existence shall be perpetual.

ARTICLE TWO

The address of the registered office of the Corporation in the state of Idaho is 921 South 8th Avenue, Pocatello, Idaho 83209 and the name of the registered agent at that address is David Alexander.

ARTICLE THREE

The name and mailing address of the incorporator of the Corporation is David Alexander, 921 South 8th Avenue, Pocatello, Idaho 83209.

ARTICLE FOUR

1. The Corporation is formed for scientific, educational, and charitable purposes for the benefit of Idaho State University and, subject thereto, for the purpose of engaging in any lawful act for which a nonprofit Corporation may be organized under Title 30, Chapter 3 of the Idaho Code and under Section 501(c)(3) of the Internal Revenue Code, which include but are not otherwise limited to the following:
 - i. Acquiring and disseminating knowledge, supporting the education, research, and public service functions of the Idaho State University.
 - ii. Executing, administering, letting and performing any and all contracts, subcontracts and agreements desirable and proper in order to perform and complete the activities of the Corporation including, without limitation, contracts and agreements with Idaho State University and other entities.
 - iii. Acquiring facilities by lease, purchase, or otherwise, and operating such as may be desirable in order to carry out the charitable, scientific,

ATTACHMENT 2

literary, research, educational, and service programs both of the Corporation and the University.

- iv. Receiving real and personal property from public and private sources, receiving grants and other monies from agencies of the United States, grants, contributions and endowments from foundations, public and private corporations, and the general public, without limitation.
 - v. Employing personnel and engaging contractors and consultants in order to accomplish the purposes of the Corporation.
 - vi. Using and/or applying the whole, or any part of, the resources generated by the Corporation exclusively for charitable, scientific, literary, or educational purposes to benefit the Corporation and the University.
2. Stock will not be issued. If and when the Corporation is dissolved, its assets will be distributed pursuant to the provisions of Article Ten. None of the assets will be distributed to private individuals.
 3. The Corporation will not have members.

ARTICLE FIVE

The Corporation will seek a federal tax exemption as defined under Internal Revenue Code § 501(c)(3). If the Corporation is granted tax-exempt status, it will take those steps required to retain tax exempt status and will refrain from activities forbidden by Internal Revenue Code § 501(c)(3).

ARTICLE SIX

At all times, the Corporation's investments and investment policy will be consistent with its nonprofit purpose, and income and assets will be generated only to carry out its nonprofit purposes.

ARTICLE SEVEN

1. The number of Directors of this Corporation shall be fixed in the Bylaws and may be changed from time to time by amending the Bylaws.
2. The Corporation shall have Officers as provided in the Bylaws. Such Officers shall be elected or appointed by the Directors of the Corporation at such time and in such manner and for such terms as may be prescribed in the Bylaws. The Officers and Directors of the Corporation will not be personally liable for the Corporation's debts and liabilities and their personal property is exempt from seizure or levy to pay obligations of the Corporation.

ATTACHMENT 2

3. The powers of the Corporation will include all powers granted by the state of Idaho to nonprofit Corporation's including those set forth pursuant to Title 30, Chapter 3 of the Idaho Code. In addition, the Corporation's powers shall include the following, to the extent not prohibited by the state of Idaho or federal law:
- a. To solicit, collect, receive, hold, invest, distribute, and disburse funds in the form of donations, gifts, bequests, and subscription;
 - b. The power to accept gifts from individuals, corporations and foundations in furtherance of the Corporation's nonprofit purposes; and
 - c. To borrow funds with or without security, on terms at least as favorable as those offered on the open market, to carry out the Corporation's nonprofit purpose as authorized by the Corporation's Directors.

Notwithstanding the foregoing, the Corporation's powers shall be limited as follows:

- i. The Corporation shall not have nor exercise any power of authority expressly, by interpretation or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent it from qualifying and continuing to qualify as a tax exempt entity.
 - ii. No part of the assets or net earnings of the Corporation shall ever inure to the benefit of or be distributable to its Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred.
4. The initial Directors of this Corporation shall be five (5) in number and their names and addresses are as follows:
- | | |
|-----------------|--|
| John Kent | 574 Kelley Way, Palo Alto, CA 94306 |
| Tammy Halsteadt | 13840 175th Place, N.E., Redmond, WA 98052 |
| Kent Tingey | 921 South 8 th Ave., Stop 8024, Pocatello, ID 83209 |
| Tom Ottaway | 921 South 8 th Ave., Stop 8020, Pocatello, ID 83209 |
| Darlene Gerry | 958 Sagewood Place, Pocatello, ID 83201 |
5. The term of the initial Directors shall be until the first annual meeting of the Corporation or until their successors are appointed as provided in the Corporation's Bylaws.

ATTACHMENT 2**ARTICLE EIGHT**

The Corporation's Board of Directors shall not be individually liable for the debts or obligations of the Corporation. Furthermore, no Director or Officer of the Corporation shall be personally liable to the Corporation for civil claims arising from acts or omissions made in the performance of his or her duties, unless the acts or omissions are the result of intentional misconduct.

ARTICLE NINE

The organization's Articles of Incorporation and Bylaws may only be altered, amended, repealed, or new Articles of Incorporation or Bylaws adopted as provided in the organization's Bylaws.

ARTICLE TEN

Upon dissolution or final liquidation, the assets of the Corporation remaining after discharge of the debts and obligations of the Corporation shall be distributed exclusively to Idaho State University or to such other charitable, scientific, literary, or educational organizations designated by Idaho State University that are tax exempt under Internal Revenue Code § 501(c)(3).

ARTICLE ELEVEN

The undersigned, being the incorporator, for the purpose of forming a Corporation to do business both within and without the state of Idaho, and pursuant to the Idaho Non-Profit Corporation Act, does hereby make and file these Articles of Incorporation and does hereby declare and certify that this is her or his act and deed and that the facts herein stated are true.

ATTACHMENT 2

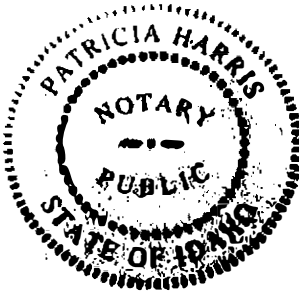
In witness whereof, these Articles of Incorporation are executed in duplicate on the 2nd day of December, 2014.

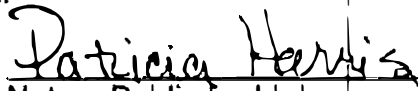

David Alexander as Incorporator

STATE OF IDAHO)
 ss.
County of Bannock)

On this 2nd day of December, 2014, before me, the undersigned notary public in and for said state, personally appeared David Alexander, being first duly sworn under oath, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Witness my hand and official seal.




Notary Public for Idaho
Residing at: Bozelle, Idaho
My commission expires: 10-15-15

IDAHO SECRETARY OF STATE

12/03/2014 05:00

CK:2401514 CT:172099 BH:1451552

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**BYLAWS
OF
IDAHO STATE UNIVERSITY INTELLECTUAL PROPERTY FOUNDATION, INC.**

**ARTICLE ONE
GUIDING PHILOSOPHY**

The Directors, Officers, and employees of the Corporation will strive to:

1. Promote ethical work standards where the highest quality of achievement is aspired to and expected.
2. Appoint and retain the highest caliber of staff that can be attracted where integrity, intelligence, self-motivations, expertise, performance, commitment, and fairness are prime considerations.
3. Create an efficient operation in which each individual expeditiously performs multiple tasks, as needed, to maximize quality output at the most attractive cost-performance tradeoff.
4. Create a stimulating, challenging, and fair work environment in which individuals are able to learn and advance professionally.
5. Foster the commercialization of Idaho State University (University) technology through endeavors with public and private enterprises including institutions of learning, private businesses, individuals, and government agencies, leading to the dissemination and application of knowledge, discoveries, inventions, and technology for the public good.
6. Enhance the ability of University to meet its mission and goals by cooperative use of Corporation and University resources including facilities, faculty, researchers, staff, and students.
7. Abide by SBOE Policy V.M. and the SBOE Institution Technology Licensing Guidelines and act only in a manner consistent with these policies.
 - a. In particular, when selecting licensee's for University technology, the IPF will consider whether the potential licensee:
 - i. has a general business plan that delineates a clear strategy to commercialize the invention;
 - ii. has or can secure the technical, financial and personnel resources to develop and commercialize the invention in a timely manner;
 - iii. has experience relevant to developing and commercializing the invention;

- iv. has appropriate marketing capabilities;
 - v. possesses a strong desire and commitment to make the technology a success;
 - vi. is able to meet any regulatory requirements needed to commercialize the technology;
 - vii. has, or can develop, sufficient capacity to satisfy the market demand for the technology;
 - viii. demonstrates commitment to the University's invention in light of other technologies competing for resources in the company; and
 - ix. has goals that generally align with those of the University with respect to public benefit.
- b. The majority of university-owned patents are unlicensed. With increasing frequency, university technology transfer offices are approached by parties who wish to acquire rights in such 'overstock' in order to commercialize it through further licenses. These patent aggregators typically work under one of two models: the 'added value' model and the so-called 'patent troll' model.
- i. Under the added value model, the primary licensee assembles a portfolio of patents related to a particular technology. In doing so, they are able to offer secondary licensees a complete package that affords them freedom to operate under patents perhaps obtained from multiple sources. As universities do not normally have the resources to identify and in-license relevant patents of importance, they cannot offer others all of the rights that may control practice (and, consequently, commercialization) of university inventions. By consolidating rights in patents that cover foundational technologies and later improvements, patent aggregators serve an important translational function in the successful development of new technologies and so exert a positive force toward commercialization. For example, aggregation of patents by venture capital groups regularly results in the establishment of corporate entities that focus on the development of new technologies, including those that arise from university research programs. To ensure that the potential benefits of patent aggregation actually are realized, however, the IPF will require that license agreements, both primary and secondary, contain terms (for example, as appropriate, time-limited diligence requirements) that are consistent with the University's overarching goal of delivering useful products to the public.

- ii. In contrast to patent aggregators who add value through technology-appropriate bundling of intellectual property rights, there are also aggregators (the 'patent trolls') who acquire rights that cut broadly across one or more technological fields with no real intention of commercializing the technologies. In the extreme case, this kind of aggregator approaches companies with a large bundle of patent rights with the expectation that they license the entire package on the theory that any company that operates in the relevant field(s) must be infringing at least one of the hundreds, or even thousands, of included patents. Daunted by the prospect of committing the human and financial resources needed to perform due diligence sufficient to establish their freedom to operate under each of the bundled patents, many companies in this situation will conclude that they must pay for a license that they may not need. Unlike the original patent owner, who has created the technology and so is reasonably entitled to some economic benefit in recognition for its innovative contribution, the commercial licensee who advances the technology prior to sublicensing, or the added value aggregator who helps overcome legal barriers to product development, the kind of aggregator described in this paragraph typically extracts payments in the absence of any enhancement to the licensed technology. Without delving more deeply into the very real issues of patent misuse and bad-faith dealing by such aggregators, suffice it to say that universities would better serve the public interest by ensuring appropriate use of their technology by requiring their licensees to operate under a business model that encourages commercialization and does not rely primarily on threats of infringement litigation to generate revenue. The IPF will pursue commercialization of University technology in a manner that encourages commercialization rather than generating revenue primarily through threats of patent infringement litigation.
- iii. A somewhat related issue is that of technology 'flipping,' wherein a non-aggregator licensee of a university patent engages in sublicensing without having first advanced the technology, thereby increasing product development costs, potentially jeopardizing eventual product release and availability. This problem can be addressed most effectively by building positive incentives into the license agreement for the licensee to advance the licensed technology itself – e.g., design instrumentation, perform hit-to-lead optimization, file an IND. Such an incentive might be to decrease the percentage of sublicense revenues due to the university as the licensee meets specific milestones. The IPF will consider these issues and pursue activities focused on commercialization rather than 'flipping.'

ARTICLE TWO

BOARD OF DIRECTORS

1. Number. The number of Directors on the Board of Directors shall be five (5).

2. **Ex Officio Directors on the Board.** Ex Officio Directors on the Board shall include the University's President and the Corporation's Executive Director and other key persons as approved by a majority vote of the Board of Directors. Ex Officio Directors shall not count against the number of Directors allowed in these Bylaws. Provided, however, the number of Ex Officio Directors shall not exceed five (5) and Ex Officio Directors shall not be entitled to vote on any matter coming before the Board of Directors.
3. **Manner of Selection and Vacancies.**
 - a. Two University employees must always be on the Board of Directors, provided, however, the University's representation on the Board of Directors shall not constitute a majority of the full membership on the Board.
 - b. Appointments to name successor Board members or fill Board vacancies shall be made by the Board of Directors, provided, however, that the President of the University shall appoint successors to, or make appointments to fill vacancies for, those Directors who were University employees when appointed.
4. **Term.** Each non-University-appointed Director, whether by initial appointment or appointment to a vacancy, shall serve for a term of three (3) to eight (8) years as designated by the Chair of the IPF Board of Directors. University-appointed Directors shall serve for a term of one (1) year and may be reappointed at the discretion of the President of the University. The Chair shall manage the length and/or start dates of terms to preclude, to the extent possible, more than three (3) new Directors being appointed in any one year. A person filling a vacancy is eligible for reappointment in the same manner as set forth in paragraph 3 above. A Director may resign at any time by delivering a written resignation to the Executive Director, a Vice President, or the Recording Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed by majority vote of the Board of Directors, upon adequate opportunity for hearing before the Board of Directors. The President of the University may remove University-appointed Directors at any time.
5. **Actions by the Board.**
 - a. The Directors shall only act as a Board, and the individual Directors shall have no power as such. At all meetings of the Board of Directors, the presence of a majority of the then total appointed and acting number of Directors shall be necessary and sufficient to constitute a quorum for transacting business. Except as otherwise required herein, in the Articles of Incorporation, or by statute, the action of a majority of the Directors present at any properly called meeting at which a quorum is present shall

be the act of the Board of Directors. Additionally, though not taken at a regular or special meeting, the Board of Directors' action shall be valid and binding if reduced to writing and signed by each Director.

- b. The Board of Directors provides oversight and direction for the Corporation's policies, procedures and resource allocations, makes recommendations for the development of Corporation projects, assists in the development of effective relationships between the University and various Corporation programs, and seeks to enhance and strengthen the research capabilities at the University.
- c. Ex Officio Directors have all rights of participation and discussion and contribution, except for voting at meetings of the Board of Directors. Provided, however, they may be excluded from specific matters by the Chair of the Board of Directors or by majority vote of the Board.
- d. The property, affairs, and business of the Corporation shall be subject to oversight by the Board of Directors.
- e. The Board of Directors may from time to time organize standing or ad hoc committees to provide greater insight into specific areas for which the Corporation's Board of Directors is responsible. Said committees are to be chaired by a Director and serve with other Directors and non-Directors who have expertise relating to specific committee responsibilities. Committee Chair or member assignments may change at any time as approved by the Board of Directors.

6. Conflict of interest.

- a. The Director is considered to have a conflict of interest if: (1) the Director has existing or potential financial or other interest in the matter before the Board, which might reasonably appear to impair the Director's independent, unbiased judgment in the discharge of his or her responsibilities; or the Director is aware that a family member, or any organization of which the family member is an officer, director, employee, member, partner, trustee or controlling stockholder, has existing or potential financial interests in any matter before the Board.
- b. Any possible conflict of interest on the part of any Director or Officer shall be disclosed to the Board of Directors and made a matter of record either through an annual procedure or when the interest becomes relevant to any matter before the Board.
- c. Any Director having a possible conflict of interest regarding a matter before the Board shall not vote or use his or her personal influence on the matter. Such Director shall not be counted in determining the meeting

quorum regarding actions related to the potential conflict. The minutes of the meeting shall reflect such disclosure, abstention from voting, and the resulting quorum for action on the matter. The foregoing requirements are not be construed as preventing the Director from briefly stating his or her position in the matter, or from answering questions from other Director since his or her knowledge may be of assistance. Provided, however, the Director may not participate in any debate regarding the matter.

- d. This paragraph shall not prohibit a Director, or an organization in which a Director has a financial interest from pursuing a Corporation purchase or contract.

7. Meetings.

- a. Regular meetings. The Board of Directors shall meet quarterly unless otherwise determined by the Board. Directors may appear by telephone or streaming video if approved by the Chair. The first regular meeting held during the first quarter of each fiscal year shall be the annual meeting. The specific time and place of each regular meeting shall be fixed by the Chair of the Board of Directors. The purpose of the regular Board meeting should be to establish or update policies, appoint Officers, review finances, review ongoing programs, plan and prioritize future directions, and perform any other appropriate functions as necessary for business operations as allowed pursuant to state and federal law. Directors, Ex Officio Directors, and Officers are invited to submit agenda items to the Recording Secretary or Chair of the Board of Directors fifteen (15) days prior to the subject quarterly meeting date. Ten (10) days prior to the meeting date the Recording Secretary shall give written notice of the time, place and location of such meeting to each Director. The Chair of the Board of Directors shall prepare an agenda for issuance by the Recording Secretary with said notice.
- b. Special meetings. Special meetings, in addition to a regular meeting, may be called by the Chair of the Board of Directors, or by written request to the Recording Secretary from a majority of the Directors. Written notice of the time, place and subject matter of each special meeting shall be given to each Director at least ten (10) days before the meeting date.

8. Leadership of the Board. The Corporation's Board may elect, by a majority vote, a Chair and Vice Chair, and may appoint a Recording Secretary.

- a. Chair. The Chair of the Corporation's Board shall serve to carry out the goals and objectives of the Corporation, and shall:
 - i. Have and exercise general charge and supervision of the affairs of the Corporation and the Corporation's Board.

- ii. Provide oversight and guidance to the Corporation's Executive Director or designee who is responsible for the administration of the affairs of the Corporation. Do and perform such other duties as assigned by the Board.
- b. Vice Chair. The Vice Chair of the Corporation's Board shall serve to carry out the goals and objectives of the Corporation, and shall, in the absence of the Chair of the Corporation's Board, carry out all obligations and responsibilities assigned by the Chair.
 - i. Do and perform such other duties as assigned by the Chair.
 - ii. Do and perform such other duties as assigned by the Board.
- c. Recording secretary. The Recording Secretary may also serve as Administrative Assistant. Duties shall include:
 - i. Prepare and distribute notices, agendas, waivers and minutes of all Board meetings.
 - ii. Keep records containing the name of all Directors, Ex Officio Directors and Officers of the Corporation, including their place of residence.
 - iii. Perform such other duties as assigned by the Chair.
- d. Administrative assistant. The administrative assistant may also serve as Recording Secretary. Duties shall include:
 - i. Have custody of and maintain the corporate books, documents, archives and papers as instructed.
 - ii. File all reports required by Idaho law.
 - iii. Perform such other duties as assigned by the Corporation's President or Chair.

ARTICLE THREE OFFICERS

- 1. Membership. Corporation Officers may consist of an Executive Director, Treasurer, and as many Vice Presidents as the Board may point. One person may hold more than one position as appointed by the Board. Provided, however, no person holding two or more offices may act in or execute any instrument in the capacity of more than one office.

2. **Appointment.** Corporation Officers shall be appointed and or reappointed at an annual meeting of the Board of Directors and each shall serve until resignation, removal, or until a successor is appointed. A vacancy may be filled by the Board at a regular or special meeting.
3. **Removal.** Any Officer may be removed by majority vote of the Board at either a special meeting or regular meeting.
4. **Salaries.** The salaries or other compensation of Officers shall be reviewed annually, adjusted if necessary and approved by the Board or designated committee. No Officer shall be prevented from receiving salary or compensation by reason of the fact that they are also Director.
5. **Surety bonds.** If required by the Board, an Officer shall execute to the Corporation a bond in such amount and with such surety or sureties as directed, contingent upon the faithful performance of such Officer's duties, including responsibility for negligence and for the accounting of all property, monies, or securities of the Corporation which may come into his or her hands.
6. **Duties and authority.** Responsibilities and authority of Officers shall be as follows:
 - a. **Executive Director.** The Executive Director of the Corporation serves at the will of the Board. The duties of the Executive Director include:
 - i. Direct day-to-day business affairs of the Corporation consistent with the direction of the Board.
 - ii. Advise, guide and direct the employees or representatives of the Corporation as they carry out the Corporation's plans and programs, ensuring consistency with Board approved policy and procedure.
 - iii. Exercise signature authority required by law to commit the Corporation and its assets and resources to the achievement of its mission, limited only by the articles of incorporation, these Bylaws and Idaho law.
 - iv. Oversee the human resources of the Corporation to assure that each individual is fairly treated in all aspects of their career.
 - v. Formulate policies for consideration and ratification by the Board.
 - vi. Establish goals and objectives for the Corporation and ensure that operations are being carried out in concurrence with stated goals

- vii. Oversee the adequacy and soundness of the Corporation's financial structure.
 - viii. Represent the Corporation with the University, funding agencies and the community.
 - ix. The Executive Director shall report to the Board.
- b. Vice President. Duties of the Vice President, if any, shall be as determined by the Board.
- c. Treasurer. Duties of the Treasurer include:
- i. Have custody of all funds, property and securities of the Corporation.
 - ii. File or cause to be filed all financial, business and tax reports required by federal or state tax codes.
 - iii. Execute and issue leases, invoices, receipts, vouchers and checks and make payment on behalf of the Corporation.
 - iv. Keep accurate and full account of monies and obligations of the Corporation, and make such records available to the Board or other Officer at reasonable times upon request.
 - v. Have such other powers and duties as the Executive Director and Board may determine or as delegated and assigned by the Chair.

ARTICLE FOUR EXECUTION OF INSTRUMENTS

1. Contracts. All contracts which are to be executed by the Corporation shall be signed by someone authorized by Company policies such as the Executive Director. Any contract that would bind the University must be reviewed and approved in accordance with the Operating Agreement between the Corporation and the University.
2. Other instruments. Other instruments such as promissory notes, drafts, checks, endorsements and leases shall be signed by the Officers or individuals as determined by resolution of the Board.
3. Classified contracts. Contracts of a classified nature shall be handled and signed by those with specific and appropriate clearances. The Board may, by resolution, authorize such classified contracts to be managed and controlled by the Executive Director.

4. **Loans.** No loan or advance shall be contracted on behalf of the Corporation. No negotiable paper or other evidence of its obligation under any loan or advance shall be issued in the Corporation's name. No property of the Corporation shall be mortgaged, pledged, hypothecated, or transferred as security for payment of any loan, advance, indebtedness, or liability of the Corporation unless and except as expressly authorized by resolution of the Board.

ARTICLE FIVE VOTING UPON STOCK OF OTHER CORPORATIONS

Unless otherwise ordered by the Corporation's Board of Directors, the Executive Director shall have full power and authority on behalf of the Corporation to vote either in person or by proxy at any meeting of the stockholders of any Corporation in which the Corporation may hold stock.

ARTICLE SIX GIFTS AND CONTRIBUTIONS

The Corporation will seek a federal tax exemption as defined under Internal Revenue Code § 501(c)(3). If the Corporation becomes tax exempt, it will perform all acts required to retain tax-exempt status and will refrain from any activities forbidden by Internal Revenue Code § 501(c)(3). As such, the following shall apply, except as provided otherwise in the Operating Agreement between the Corporation and the University:

1. **Solicitations.** Contributions and gifts may be solicited by representatives assigned by the Executive Director to promote, sponsor and carry out the purposes of the Corporation.
2. **Deposit and Use of Contributions.** Unless otherwise provided by the donor, all contributions received by the Corporation shall be deposited and held by the Corporation and may be used and dispersed by the Board to promote, sponsor, and carry out the purposes for which the Corporation is organized.
3. **Restricted gifts.** Limitations and restrictions upon any grant, gift, donations, bequest or devise shall be respected. Restricted gifts shall conform to all applicable state and federal laws and regulations.
4. **Operating expenses.** The operating expenses of the Corporation may be defrayed by funds contributed directly to the Corporation or from income and other resources of the Corporation, from whatever source realized, except as restricted or specified above.

**ARTICLE SEVEN
LIABILITY AND INDEMNIFICATION**

1. Directors, Ex Officio Directors, Officers and employees of the Corporation shall not be individually or personally liable for the debts or obligations of the Corporation and shall be indemnified by the Corporation against all financial loss, damage, costs, and expenses incurred by or imposed upon them in connection with or resulting from any civil or criminal action, suit, proceeding, claim of investigation in which they may be involved by reason of any action taken or omitted to be taken by them in good faith as a Director, Ex Officio Director, Officer, or employee of the Corporation.
2. Provided, however, the indemnification set forth above is subject to the condition that a majority of the Board, provided a quorum is present, who are not parties to such action, suit proceeding, claim of investigation or, if there be no such quorum, independent counsel selected by a quorum of the entire Board, shall be of the opinion that the involved person or persons exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances, or that such person took or omitted to take such action in reliance upon advice of counsel of the Corporation, or upon information furnished by a Director or Officer of the Corporation, and accepted in good faith and prudence by such person.
3. The indemnification set forth above shall inure to the benefit of the heirs, executors, and personal representative of any Director, Officer or employee and shall not be exclusive of any other rights to which such person may be entitled by law or equity or under any resolution adopted by the Board.

**ARTICLE EIGHT
INDEPENDENT AUDIT AND FISCAL YEAR**

After the close of each fiscal year, the Corporation's Board of Directors shall cause an audit, as required by law or as directed by the Board, of all Corporation assets and accounts to be made. The fiscal year of the Corporation shall be the same as that of the University.

**ARTICLE NINE
ITEMS OF VALUE**

Funds, grants, property, intellectual property, rights, claims, and every other item of value received, acquired, or developed by the Corporation shall be held by the Corporation and invested, sold, reinvested, marketed, or otherwise managed under the direction of the Board.

**ARTICLE TEN
CORPORATE SEAL**

The Corporation shall not have a corporate seal.

**ARTICLE ELEVEN
AMENDMENTS**

These Bylaws and the Corporation's Articles of Incorporation may be altered, amended, repealed, or new Bylaws adopted only upon the unanimous vote of all Directors and the written approval of Idaho State University.

Approved and adopted by resolution of the Board of Directors on this 2nd day of April, 2015.

Idaho State University Intellectual Property Foundation, Inc.



By: _____
Print Name Darlene E. Berry
As its Chair

CONSENT
APRIL 18, 2018

SUBJECT

Updates to Retirement Plan Documents: 401(a), 403(b) and 457(b).

REFERENCE

December 2005	Board adopted a Deferred Compensation plan for employees under Internal Revenue Code, Section 457
August 2008	Board approved Idaho Tax Deferred 403(b) Plan
August 2013	403(b) Plan and 457(b) Plan restated
August 2014	Optional Retirement Plan (401a) restated
June 2017	Retirement Plan Trust Agreement implemented, replacing prior custodial agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-107A, -107B, -107C
Idaho Code §59-513
Idaho State Board of Education (Board) Governing Policies & Procedures, Sections II.K.

ALIGNMENT WITH STRATEGIC PLAN

The Retirement Plan is a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

The Board is the Plan Sponsor for defined contribution (DC) retirement plans utilized by non-PERSI employees at public colleges and universities and the Office of the State Board of Education. The DC plans include a 401(a) mandatory Optional Retirement Plan (ORP), which is the main plan receiving employer and employee contributions, and two voluntary plans—403(b) and 457(b)—which are available for employee-only contributions. The proposed updates to these plans reflect the following changes:

Dissolution of Eastern Idaho Technical College (EITC) and establishment of the College of Eastern Idaho (CEI): the Board's current Retirement Plan documents [401(a), 403(b) and 457(b)] contain references to EITC. EITC will be dissolved as a legal entity as of July 1, 2018 with the effective date of legislation approved in the 2018 session. CEI will assume EITC's previous retirement plan responsibilities.

Inclusion of College of Southern Idaho (CSI), College of Western Idaho (CWI), and North Idaho College (NIC) to the 403(b) Plan documents: the plans are being updated to reflect participation by CSI, CWI, and NIC, as formally attested by separate documentation from the three colleges.

Removal of references to specific staff member titles in plan document sections dealing with responsibilities, and replacement with institution names: Retirement Plan documents 401(a), 403(b) and 457(b) all currently contain references to specific individual titles at each Idaho institution. Because position titles

CONSENT
APRIL 18, 2018

periodically change, the documents have been revised to make references at the institutional level as opposed to the individual level.

Addition of procedures to cover transfers from ORP to Public Employee Retirement System of Idaho (PERSI) for personnel who move from faculty or professional staff positions to classified positions: Institution employees who are working within ORP eligible positions need a mechanism within the ORP process to transfer to PERSI if they are subsequently hired into a PERSI-eligible role. PERSI allows transfers of this kind to occur; however, there is currently no corresponding language within the ORP Plan document to cover this option. PERSI and the Board's special deputy attorney general for retirement plans (Reinhart Boerner Van Deuren) have jointly developed language allowing these transfers to occur.

With the implementation of the Retirement Plan Trust Agreement replacing the prior custodial agreement, outdated Trust language within the 401(a) Plan document has been removed.

Other technical "clean up" corrections and clarifications: After a comprehensive review of the ORP Plan document by the Board's special deputy attorney general for retirement plans, a number of other technical changes have been made to ensure that the ORP document is compliant with current tax law and accurate.

IMPACT

The revisions contained in the attachments will bring the Board's family of retirement plan documents up-to-date, reflecting the new lineup of community colleges in the state, clarifying current procedures, and tightening up sections related to federal tax laws for defined contribution retirement plans.

ATTACHMENTS

Attachment 1 – Redline version of 401 (a) Plan reflecting replacement of EITC with CEI	Page 5
Attachment 2 – Redline version of 403 (b) Plan reflecting replacement of EITC with CEI and addition of CSI, CWI and NIC	Page 7
Attachment 3 – Redline version of 457 (b) Plan reflecting replacement of EITC with CEI	Page 9
Attachment 4 – Redline version of 401(a) Plan changing responsibility references to the institutional level	Page 11
Attachment 5 – Redline version of 403(b) Plan changing responsibility references to the institutional level	Page 13
Attachment 6 – Redline version of 457(b) Plan changing responsibility references to the institutional level	Page 15
Attachment 7 – Revised section (4.6) in 401(a) Plan, enabling transfers from ORP to PERSI upon hire into a PERSI-eligible position	Page 17
Attachment 8 – List of other technical changes/corrections to the document, as coordinated with Board's external retirement plan counsel	Page 19

CONSENT
APRIL 18, 2018

STAFF COMMENTS AND RECOMMENDATIONS

The proposed updates to the 401(a), 403(b) and 457(b) plan documents will ensure the language in all three documents is current and in compliance with federal and state law. Staff recommends approval.

BOARD ACTION

I move to approve the modifications to the Board's 401(a), 403(b) and 457(b) Retirement Plans as presented in the attached documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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- b) Each hour for which an employee is paid, or entitled to payment, on account of a period of time during which no duties are performed (regardless of whether employment has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, leave of absence, or maternity or paternity leave (whether paid or unpaid). However, any period for which a payment is made or due under a plan maintained solely for the purpose of complying with Workers' Compensation or unemployment compensation or disability insurance laws, or solely to reimburse the employee for medical or medically-related expenses is excluded. An employee is directly or indirectly paid, or entitled to payment by the Institution regardless of whether payment is made by or due from the Institution directly or made indirectly through a trust fund, insurer or other entity to which the Institution contributes or pays premium. No more than 501 Hours of Service will be credited under this paragraph. Hours of Service under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations, incorporated herein by reference.
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Institution, without duplication of hours provided above, and subject to the 501-hour restriction for periods described in (b) above.

Hours of Service will be credited for employment with other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), or a group of trades or businesses under common control (under Code Section 414(c)) of which the Institution is a member, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o) and the regulations thereunder. Hours of Service also will be credited for any person considered an employee for this Plan under Code Sections 414(n) or 414(o) and the regulations thereunder.

Hours of Service will be determined on the basis of actual hours that an employee is paid or entitled to payment.

1.12 ***Institution*** means the Board and employment units under its jurisdiction, namely:

The Office of the Idaho State Board of Education
 Boise State University
 Idaho State University
 University of Idaho
 Lewis-Clark State College
 Eastern Idaho Technical College (Dissolved as of July 1, 2018)
 College of Eastern Idaho (Formerly Eastern Idaho Technical College)
 College of Southern Idaho
 North Idaho College
 College of Western Idaho

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1.12 **"Employer"**: Employer means the Board and employment units under its jurisdiction, namely:

The Office of the Idaho State Board of Education
 Boise State University
 Idaho State University
 University of Idaho
 Lewis-Clark State College
 Eastern Idaho Technical College (Dissolved as of July 1, 2018)
 College of Eastern Idaho (Formerly Eastern Idaho Technical College)
 College of Southern Idaho
 North Idaho College
 College of Western Idaho

1.13 **"Funding Vehicles "**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.14 **"Includible Compensation"**: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

1.15 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.16 **"Participant"**: An individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.17 **"Plan"**: State Board of Education Tax Deferred 403(b) Plan.

1.18 **"Plan year"**: The calendar year.

1.19 **"Related Employer"**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.20 **"Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public

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3.06 Employee: An employee who is eligible to participate in the State of Idaho Optional Retirement Program.

3.07 Employer: The employment units under the jurisdiction of the Board, namely:

Office of the Idaho State Board of Education
Boise State University
Idaho State University
University of Idaho
Lewis-Clark State College
Eastern Idaho Technical College (Dissolved as of July 1, 2018)
College of Eastern Idaho (Formerly Eastern Idaho Technical College)

3.08 Includible Compensation: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election to defer Compensation under this Plan).

3.09 Maximum Limitation: The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 9.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.

(a) Normal Limitation: The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section 3.13(c) below) or 100% of the Participant's Includible Compensation, as adjusted by Section 3.13(d) below. Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to section 457 of the Code.

(b) Catch-Up Limitation: For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:

- (1) twice the applicable dollar amount (as described in Section 3.13(c) below); or
- (2) the sum of

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Article VIII: Administration

- 8.1 ***Plan Administrator.*** The Idaho State Board of Education, located at 650 W. State Street Boise, Idaho 83720, is the administrator of this Plan and in accordance with Section 8.2 and has designated ~~the following~~ each Institution as responsible for enrolling Participants, sending Plan contributions for each Participant to the Fund Sponsor(s) selected by a Participant, and for performing other duties required for the operation of the Plan as delegated by the Board.

~~Chief Fiscal Officer~~

~~Office of the Idaho State Board of Education~~

~~Vice President for Finance and Administration~~

~~Boise State University~~

~~Vice President for Finance and Administration~~

~~Idaho State University~~

~~Vice President for Finance and Administration~~

~~University of Idaho~~

~~Vice President for Finance and Administration~~

~~Lewis-Clark State College~~

~~Vice President for Finance and Administration~~

~~Eastern Idaho Technical College~~

~~Financial Vice President~~

~~College of Southern Idaho~~

~~Financial Vice President~~

~~North Idaho College~~

~~Vice President for Finance and Administration~~

~~College of Western Idaho~~

- 8.2 ***Authority of the Institution.*** The Institution has all the powers and authority expressly conferred upon it herein and further shall have discretionary and final authority to determine all questions concerning eligibility and contributions under the Plan, to interpret and construe all terms of the Plan, including any uncertain terms, and to determine any disputes arising under and all questions concerning administration of the Plan. Any determination made by the Institution shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the Institution will always exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Institution may employ attorneys, agents, and accountants, as it finds necessary or advisable to assist it in carrying out its

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Idaho State Board of Education

Tax Deferred 403(b) Plan

Section 1

Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance"**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator"**: The Idaho State Board of Education, located at 650 W. State Street, Boise, Idaho 83720, is the administrator of this Plan and has designated ~~The each Institution following~~ as responsible for enrolling Participants, sending Plan contributions for each Participant to the Fund Sponsor(s) selected by a Participant, and for performing other duties required for the operation of the Plan as delegated by the board.

~~The Chief Fiscal Officer~~

~~The Office of the Idaho State Board of Education~~

~~The Financial Vice President~~

~~Boise State University~~

~~The Financial Vice President~~

~~Idaho State University~~

~~The Vice President for Finance and Administration~~

~~University of Idaho~~

~~The Financial Vice President~~

~~Lewis-Clark State College~~

~~The Financial Vice President
Eastern Idaho Technical College~~

1.4 "**Annuity Contract**": A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in Idaho and that includes payment in the form of an annuity.

1.5 "**Beneficiary**": The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements. 1.6 "**Custodial Account**": The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 "**Code**": The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 "**Compensation**": All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 "**Disabled**": The definition of disability provided in the applicable Individual Agreement.

1.10 "**Elective Deferral**": The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 "**Employee**": Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under section 415(b)(2)(H)(ii)(I) of the Code, then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70 1/2.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 3.13(b), his Normal Retirement Age may not be changed.

- 3.06 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 3.07 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.
- 3.08 Severance from Employment: Termination of the Participant's employment relationship with the Employer.
- 3.09 Service Provider(s): The Variable Annuity Life Insurance Company (VALIC), VALIC Retirement Services Company, TIAA-CREF Individual & Institutional Services, LLC (TIAA-CREF), or such other entity as the Board designates to perform administrative services under this Plan.

ARTICLE IV. ADMINISTRATION

- 4.01 Plan Administrator. The Board, located at 650 W. State Street, Boise, Idaho 83720, has designated its Executive Director as responsible for administering the Plan (the "Plan Administrator"). The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants.

The Board has designated to the Institutions ~~the following officers of its employer units as the responsibility~~ for enrolling Participants, sending Plan contributions for each Participant to the Service Providers selected by a Participant, and for performing other duties required for the operation of the Plan as delegated by the Board to the Institutions.

~~Chief Fiscal Officer~~

~~Office of the Idaho State Board of Education~~

~~Vice President for Finance and Administration~~

~~Boise State University~~

~~Vice President for Finance and Administration~~

~~Idaho State University~~

~~Vice President for Finance and Administration~~

~~University of Idaho~~

~~Vice President for Finance and Administration~~

~~Lewis-Clark State College~~

~~Financial Vice President for Finance and Administration~~

~~Eastern Idaho Technical College~~

~~Financial Vice President~~

~~College of Southern Idaho~~

~~Vice President for Finance and Administration~~

~~College of Western Idaho~~

~~Financial Vice President~~

~~North Idaho College~~

- 4.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under Section 7.07 of this Plan.
- 4.03 Administrative Services. The Board may enter into an agreement with a Service Provider to provide administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

ARTICLE V. PARTICIPATION IN THE PLAN

- 5.01 Participant. An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer.

4.5 ***Transfer of Funds from Another Plan.*** The Fund Sponsor shall accept contributions that are transferred directly from any other plan qualified under sections 401(a) or 403(a) of the Code, whether such plans are funded through a trustee arrangement or through an annuity contract, if such contributions are attributable only to employer and employee contributions and the earnings thereon and accompanied by instructions showing the respective amounts attributable to employer and employee contributions. Such funds and the accumulation generated from them shall always be fully vested and nonforfeitable.

4.6 ***Transfer of Funds to PERSI.*** Should an existing Plan Participant be hired into a PERSI-eligible position and no longer be eligible for Plan Contributions, the Participant may request to have all or a portion of his or her Accumulated Account transferred to PERSI through a trustee-to-trustee transfer by completing the forms required by the Board. At its sole discretion, the Board may refuse to make a transfer of assets if the Board reasonably believes the transfer could jeopardize the tax-exempt status of the Plan, or could create adverse tax consequences for the Plan.

(a) PERSI Base Plan. If a prior PERSI participant transferred funds into the Plan upon taking a Plan-eligible position and then transfers back into a PERSI-eligible position, the Participant may request that funds be transferred to the PERSI Base Plan in order to buy back PERSI service. To be eligible to buy back PERSI service, a Participant must be employed in a PERSI-eligible position and have satisfied all other eligibility requirements. A Participant may only transfer funds to the PERSI Base Plan up to the exact amount of the determined buy back cost.

(b) 401(k) Choice Plan. If a Participant has transferred funds to repurchase all available service credit in the PERSI Base Plan and has remaining amounts in his or her Accumulated Account, the Participant may request that the remaining amounts be transferred to the PERSI 401(k) Choice plan. All rollovers must be submitted with all required forms and documentation and are subject to the approval of the PERSI Board. Such amounts shall retain their character (e.g., employer or employee contributions) once transferred to the 401(k) Choice Plan.

The transfer of a Participant's entire Plan balance to PERSI will result in termination of the Participant's participation in the Plan and the Participant shall not be eligible for any future benefits from the Plan unless the Participant returns to Plan-eligible employment and receives additional contributions in the Plan.

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Relevant ORP Sections Denoted Below. Each section is comprised of proposed Plan document changes, followed by present language.

ORP 401 (a) Plan Document Proposed Change

- 1.10 **Funding Vehicles** means the annuity contracts or custodial accounts that satisfy the requirements of Code Section 401(f) issued for funding accrued benefits under this Plan and specifically approved by the ~~Institution~~Board or its authorized delegate for use under this Plan.

ORP 401 (a) Plan Document Original Language

- 1.10 **Funding Vehicles** means the annuity contracts or custodial accounts that satisfy the requirements of Code Section 401(f) issued for funding accrued benefits under this Plan and specifically approved by the Institution for use under this Plan.

ORP 401 (a) Plan Document Proposed Change

Article V: Funding Vehicles

- 5.1 **Funding Vehicles.** Plan Contributions are invested in one or more Funding Vehicles available to Participants under this Plan. The Fund Sponsors are:

- (a) Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF)
- ▲ (b) Variable Annuity Life Insurance Company (VALIC)

~~Participants may choose any Funding Vehicle offered by a Fund Sponsor. The Institution's current selection of Fund Sponsors isn't intended to limit the authority of the Board or its authorized delegate to future additions or deletions of Fund Sponsors. Any additional accounts offered by a Fund Sponsor will automatically be made available to Participants in accordance with the procedures established by the Institution and the Fund Sponsor.~~

ORP 401 (a) Plan Document Original Language

Article V: Funding Vehicles

- 5.1 **Funding Vehicles.** Plan Contributions are invested in one or more Funding Vehicles available to Participants under this Plan. The Fund Sponsors are:

- (a) Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF)
- (b) Variable Annuity Life Insurance Company (VALIC)

Participants may choose any Funding Vehicle offered by a Fund Sponsor. The Institution's current selection of Fund Sponsors isn't intended to limit future additions or deletions of Fund Sponsors. Any additional accounts offered by a Fund Sponsor will automatically be made available to Participants in accordance with the procedures established by the Institution and the Fund Sponsor.

ORP 401 (a) Plan Document Proposed Change

- 8.2 **Authority of the InstitutionBoard.** The InstitutionBoard has all the powers and authority expressly conferred upon it herein and further shall have discretionary and final authority to determine all questions concerning eligibility and contributions under the Plan, to interpret and construe all terms of the Plan, including any uncertain terms, and to determine any disputes arising under and all questions concerning administration of the Plan. Any determination made by the InstitutionBoard shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the InstitutionBoard will always exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The InstitutionBoard may

employ attorneys, agents, and accountants, as it finds necessary or advisable to assist it in carrying out its duties. The Institution, by action of the Board, may designate a person or persons other than the InstitutionBoard to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing.

ORP 401 (a) Plan Document Original Language

- 8.2 **Authority of the Institution.** The Institution has all the powers and authority expressly conferred upon it herein and further shall have discretionary and final authority to determine all questions concerning eligibility and contributions under the Plan, to interpret and construe all terms of the Plan, including any uncertain terms, and to determine any disputes arising under and all questions concerning administration of the Plan. Any determination made by the Institution shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the Institution will always exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Institution may employ attorneys, agents, and accountants, as it finds necessary or advisable to assist it in carrying out its duties. The

Institution, by action of the Board, may designate a person or persons other than the Institution to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing.

ORP 401 (a) Plan Document Proposed Change

- 8.3 **Action of the InstitutionBoard.** Any act authorized, permitted, or required to be taken by the InstitutionBoard under the Plan, which has not been delegated in accordance section 8.2 "Authority of the InstitutionBoard," may be taken by a majority of the members of the Board, by vote at a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the BoardInstitution under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by the Board, as having authority to execute the documents on its behalf, or ii) a person who becomes authorized to act for the InstitutionBoard in accordance with the provisions of section 8.2 "Authority of the InstitutionBoard." Any action taken by the InstitutionBoard that is authorized, permitted, or required under the Plan and is in accordance with Funding Vehicles contractual obligations are final and binding upon the InstitutionBoard, and all persons who have or who claim an interest under the Plan, and all third parties dealing with the InstitutionBoard.
- 8.4 **Indemnification.** Subject to the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et. seq., The InstitutionBoard will satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority or responsibility of the InstitutionBoard is delegated pursuant to section 8.2 "Authority of the InstitutionBoard" (other than the Fund Sponsors or other entities paid to perform services related to the Plan) arising out of any action (or inaction) relating to this plan. These liabilities include expenses, attorney's fees, judgments, fines, and amounts paid in connection with any threatened, pending or completed action, suit or proceeding related to the exercise (or failure to exercise) of this authority. This is in addition to whatever rights of indemnification exist under the articles of incorporation, regulations or by-laws of the Institution, under any provision of law, or under any other agreement.

ORP 401 (a) Plan Document Original Language

- 8.3 **Action of the Institution.** Any act authorized, permitted, or required to be taken by the Institution under the Plan, which has not been delegated in accordance section 8.2 "Authority of the Institution," may be taken by a majority of the members of the Board, by vote at a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Institution under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by the Board, as having authority to execute the documents on its behalf, or ii) a person who becomes authorized to act for the Institution in accordance with the provisions of

section 8.2 "Authority of the Institution." Any action taken by the Institution that is authorized, permitted, or required under the Plan and is in accordance with Funding Vehicles contractual obligations are final and binding upon the Institution, and all persons who have or who claim an interest under the Plan, and all third parties dealing with the Institution.

- 8.4 ***Indemnification.*** Subject to the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et. seq., The Institution will satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority or responsibility of the Institution is delegated pursuant to section 8.2 "Authority of the Institution" (other than the Fund Sponsors) arising out of any action (or inaction) relating to this plan. These liabilities include expenses, attorney's fees, judgments, fines, and amounts paid in connection with any threatened, pending or completed action, suit or proceeding related to the exercise (or failure to exercise) of this authority. This is in addition to whatever rights of indemnification exist under the articles of incorporation, regulations or by-laws of the Institution, under any provision of law, or under any other agreement.

ORP 401 (a) Plan Document Proposed Change

Article IX: Amendment and Termination

- 9.1 ***Amendment and Termination.*** While it is expected that this Plan will continue indefinitely, the InstitutionBoard reserves the right to amend, otherwise modify, or terminate the Plan, or to discontinue any further contributions or payments under the Plan, by resolution of itsthe Board or its authorized delegate. In the event of a termination of the Plan or complete discontinuance of Plan Contributions, the InstitutionBoard or its authorized delegate will notify all Participants of the termination. As of the date of complete or partial termination, all Accumulation Accounts will become nonforfeitable to the extent that benefits are accrued.

ORP 401 (a) Plan Document Original Language

Article IX: Amendment and Termination

- 9.1 ***Amendment and Termination.*** While it is expected that this Plan will continue indefinitely, the Institution reserves the right to amend, otherwise modify, or terminate the Plan, or to discontinue any further contributions or payments under the Plan, by resolution of its Board. In the event of a termination of the Plan or complete discontinuance of Plan Contributions, the Institution will notify all Participants of the termination. As of the date of complete or partial termination, all Accumulation Accounts will become nonforfeitable to the extent that benefits are accrued.

ORP 401 (a) Plan Document Proposed Change

Article XI: Trust Provisions

- 11.1 ***Establishment of Trust.*** The ~~Institution~~Board shall ~~establish a~~enter into an ~~agreement or agreements with one or more Trustees~~Trust, pursuant to which the ~~Trustee(s) shall receive and hold in trust all contributions and income applicable law, to hold the assets of~~paid into the Trust Fund (as defined below). By signing below, the Trustees agree to hold the assets of the Trust Fund, as constituted from time to time, in trust, and to administer the Trust Fund in accordance with the terms and conditions of the Trust provisions in this Article XI. The Trustees shall, at the direction of the Institution as named fiduciary of the Plan, be the owner of the custodial account pursuant to which mutual funds shall be made available under the Plan as investment options. The Trustees shall follow the proper directions of the Institution, as named fiduciary of the Plan, with respect to the investment and withdrawal of assets in the mutual funds provided such directions are made in accordance with the terms of the Plan and are not contrary to ERISA. The Trust Fund shall consist of shares of such mutual funds available under the Plan as investment options and all other Plan assets, ~~mutual funds in the custodial account shall constitute the "Trust Fund."~~ except that TIAA-CREF annuity contracts or certificates (and any other annuity contracts that satisfy the requirements of §401(f) of the Code) shall not be part of the Trust Fund. It shall be prohibited at any time for any part of the Trust Fund (other than such amounts as are required or permitted to be used to pay Plan expenses) to be used for, or diverted to, purposes other than the exclusive benefit of Plan Participants and Beneficiaries except as otherwise permitted under the Code ~~and ERISA.~~

ORP 401 (a) Plan Document Original Language

Article XI: Trust Provisions

- 11.1 ***Establishment of Trust.*** The Institution shall establish a Trust, pursuant to applicable law, to hold the assets of the Trust Fund (as defined below). By signing below, the Trustees agree to hold the assets of the Trust Fund, as constituted from time to time, in trust, and to administer the Trust Fund in accordance with the terms and conditions of the Trust provisions in this Article XI. The Trustees shall, at the direction of the Institution as named fiduciary of the Plan, be the owner of the custodial account pursuant to which mutual funds shall be made available under the Plan as investment options. The Trustees shall follow the proper directions of the Institution, as named fiduciary of the Plan, with respect to the investment and withdrawal of assets in the mutual funds provided such directions are made in accordance with the terms of the Plan and are not contrary to ERISA. The shares of such mutual funds in the custodial account shall constitute the "Trust Fund." TIAA-CREF annuity contracts or certificates (and any other annuity contracts that satisfy the requirements of §401(f) of the Code) shall not be part of the Trust Fund. It shall be prohibited at any time for any part of the Trust Fund (other than such amounts as are required or permitted to be used to pay Plan expenses) to be used

for, or diverted to, purposes other than the exclusive benefit of Plan Participants and Beneficiaries except as otherwise permitted under the Code and ERISA.

ORP 401 (a) Plan Document Proposed Change

~~11.3 **Trustees' Authority and Powers over Trust Fund.** Subject to any limitations imposed by § 4975 of the Code and § 406 of ERISA related to prohibited transactions:~~

~~(a) The Trustees shall have the exclusive authority and custody over all Plan assets deposited in the Trust, except to the extent otherwise provided herein.~~

~~(b) The Trustees shall have the authority and power to make, execute, acknowledge and deliver any instruments that may be necessary or appropriate to carry out their powers.~~

~~(c) The Trustees shall have the authority to vote by proxy on any mutual fund shares constituting the Trust Fund. In voting such proxies, the Trustees shall follow the instructions of Plan Participants and their Beneficiaries. If no instructions for voting proxies applicable to mutual fund shares are received, the Trustees shall not exercise the voting rights for such shares and will not be responsible for the failure to vote or instruct the vote of such shares.~~

~~(d) The Trustees shall have full authority and power to do all acts whether or not expressly authorized which may be deemed necessary or proper for the protection of the Trust Fund including the exercise of any conversion privilege and/or mutual fund subscription rights.~~

~~(e) The Trustees shall have full authority and power to sell, dispose, purchase, exchange or transfer any Trust Fund shares pursuant to the instructions of the Institution, including a return of Plan contributions to the Institution that is permitted under ERISA and the Plan. No provision of this Trust shall be construed to prevent the transfer of funds at the direction of Participants or Beneficiaries among the Plan Allocation Accounts.~~

~~(f) The Trustees shall apply for beneficial ownership of the custodial account pursuant to the instructions of the Institution as named fiduciary under the Plan.~~

~~11.4 **Standard of Care.** The Trustees shall discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. No Trustee shall cause the Trust to engage in any prohibited transaction under ERISA.~~

~~11.5 **Payment of Benefits.** The Trustees shall take such actions as may be necessary to distribute Plan assets held in the Trust to Participants or Beneficiaries in accordance the instructions of the Institution under the Plan. Except as provided in the following sentence, the Trust shall not retain any part of the Accumulation Account due a Participant or Beneficiary. If the Trustees receive any claim to assets held in the Trust which is adverse to a Participant's interest or the interest of his or her Beneficiary, and the Institution as named fiduciary under the Plan, in its absolute discretion, decides the claim is, or may be, meritorious, the Institution may direct the Trustees, and the Trustees shall agree, to withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, the Institution may direct the Trustees and the Trustees shall agree, to deposit all or any portion of the Participant's or Beneficiaries' interest in the Trust into the court. Deposit with the court shall relieve the Trustees of any further obligation with respect to the assets deposited. The Trustees have the right to be reimbursed from the Institution for legal fees and costs incurred.~~

ORP 401 (a) Plan Document Original Language

11.3 Trustees' Authority and Powers over Trust Fund. Subject to any limitations imposed by § 4975 of the Code and § 406 of ERISA related to prohibited transactions:

- (a) The Trustees shall have the exclusive authority and custody over all Plan assets deposited in the Trust, except to the extent otherwise provided herein.
- (b) The Trustees shall have the authority and power to make, execute, acknowledge and deliver any instruments that may be necessary or appropriate to carry out their powers.

- (c) The Trustees shall have the authority to vote by proxy on any mutual fund shares constituting the Trust Fund. In voting such proxies, the Trustees shall follow the instructions of Plan Participants and their Beneficiaries. If no instructions for voting proxies applicable to mutual fund shares are received, the Trustees shall not exercise the voting rights for such shares and will not be responsible for the failure to vote or instruct the vote of such shares.
 - (d) The Trustees shall have full authority and power to do all acts whether or not expressly authorized which may be deemed necessary or proper for the protection of the Trust Fund including the exercise of any conversion privilege and/or mutual fund subscription rights.
 - (e) The Trustees shall have full authority and power to sell, dispose, purchase, exchange or transfer any Trust Fund shares pursuant to the instructions of the Institution, including a return of Plan contributions to the Institution that is permitted under ERISA and the Plan. No provision of this Trust shall be construed to prevent the transfer of funds at the direction of Participants or Beneficiaries among the Plan Allocation Accounts.
 - (f) The Trustees shall apply for beneficial ownership of the custodial account pursuant to the instructions of the Institution as named fiduciary under the Plan.
- 11.4 Standard of Care. The Trustees shall discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. No Trustee shall cause the Trust to engage in any prohibited transaction under ERISA.
- 11.5 Payment of Benefits. The Trustees shall take such actions as may be necessary to distribute Plan assets held in the Trust to Participants or Beneficiaries in accordance the instructions of the Institution under the Plan. Except as provided in the following sentence, the Trust shall not retain any part of the Accumulation Account due a Participant or Beneficiary. If the Trustees receive any claim to assets held in the Trust which is adverse to a Participant's interest or the interest of his or her Beneficiary, and the Institution as named fiduciary under the Plan, in its absolute discretion, decides the claim is, or may be, meritorious, the Institution may direct the Trustees, and the Trustees shall agree, to withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, the Institution may direct the Trustees and the Trustees shall agree, to deposit all or any portion of the Participant's or Beneficiaries' interest in the Trust into the court. Deposit with the court shall relieve the Trustees of any further obligation with respect to the assets deposited. The Trustees have the right to be reimbursed from the Institution for legal fees and costs incurred.

ORP 401 (a) Plan Document Proposed Change

- ~~11.6 **Reliance on Trustees as Owner.** No one dealing with the Trustees shall be bound to see to the application of any money paid or property transferred to or upon the order of the Trustees, or to inquire into the validity or propriety of anything the Trustees may purport to do.~~
- ~~11.7 **Reliance on Institution.** The Trustees may consult with the Institution or counsel designated by the Institution with respect to the meaning or construction of any provision of the Plan, a funding instrument which is an asset of the Trust, the Trustees' obligations or duties under this Article XI or with respect to any action or proceeding arising hereunder. To the extent permitted by law, the Trustees shall be fully protected both with respect to any action taken or omitted in good faith pursuant to the advice of the Institution or its counsel and in reliance upon any statement of fact made by the Institution.~~
- ~~11.8 **Accounting of the Trustees.** Within a reasonable period of time after the end of each Plan Year, and/or upon termination of the Trust, the Trustees shall submit to the Institution sufficient information requested by the Institution which is necessary for the Institution to carry out its respective duties under ERISA with respect to the Plan.~~
- ~~11.9 **Trustees' Records.**~~
- ~~(a) The Trustees shall keep accurate and detailed accounts of all investments (if any), Plan assets, receipts, disbursements, and other transactions involving the Trust Fund (if any), not otherwise prepared by the custodian/record keeper of the custodial account. All accounts, books and records relating to such transactions shall be open to inspection at all reasonable times by any person designated by the Institution.~~
- ~~(b) The Trustees shall submit copies of any statements or written communications received pertaining to the investment of any Plan assets constituting the Trust Fund to the Institution contemporaneously with their receipt by the Trustees.~~
- ~~11.10 **Annual Valuation.** The Trustees shall cause a valuation of the Trust Fund to be made as of the last day of each Plan Year and shall provide the Institution with a written report of such valuation within a reasonable period of time after the valuation is performed. On each valuation date the earnings and losses shall be allocated to the Accumulation Account of each Participant with interest in such asset in the ratio that the Participant's interest bears to the fair market value of the asset and the Institution shall receive written notice of the value of each Participant's account held in such asset. Such report shall be prepared by the custodian/record keeper of the custodial account.~~

ORP 401 (a) Plan Document Original Language

- 11.6 Reliance on Trustees as Owner. No one dealing with the Trustees shall be bound to see to the application of any money paid or property transferred to or upon the order of the Trustees, or to inquire into the validity or propriety of anything the Trustees may purport to do.

- 11.7 Reliance on Institution. The Trustees may consult with the Institution or counsel designated by the Institution with respect to the meaning or construction of any provision of the Plan, a funding instrument which is an asset of the Trust, the Trustees' obligations or duties under this Article XI or with respect to any action or proceeding arising hereunder. To the extent permitted by law, the Trustees shall be fully protected both with respect to any action taken or omitted in good faith pursuant to the advice of the Institution or its counsel and in reliance upon any statement of fact made by the Institution.
- 11.8 Accounting of the Trustees. Within a reasonable period of time after the end of each Plan Year, and/or upon termination of the Trust, the Trustees shall submit to the Institution sufficient information requested by the Institution which is necessary for the Institution to carry out its respective duties under ERISA with respect to the Plan.
- 11.9 Trustees' Records.
- (a) The Trustees shall keep accurate and detailed accounts of all investments (if any), Plan assets, receipts, disbursements, and other transactions involving the Trust Fund (if any), not otherwise prepared by the custodian/record-keeper of the custodial account. All accounts, books and records relating to such transactions shall be open to inspection at all reasonable times by any person designated by the Institution.
 - (b) The Trustees shall submit copies of any statements or written communications received pertaining to the investment of any Plan assets constituting the Trust Fund to the Institution contemporaneously with their receipt by the Trustees.
- 11.10 Annual Valuation. The Trustees shall cause a valuation of the Trust Fund to be made as of the last day of each Plan Year and shall provide the Institution with a written report of such valuation within a reasonable period of time after the valuation is performed. On each valuation date the earnings and losses shall be allocated to the Accumulation Account of each Participant with interest in such asset in the ratio that the Participant's interest bears to the fair market value of the asset and the Institution shall receive written notice of the value of each Participant's account held in such asset. Such report shall be prepared by the custodian/record-keeper of the custodial account.

ORP 401 (a) Plan Document Proposed Change

~~11.11 Compensation of Trustee. The Trustees shall receive such reasonable compensation for services as agreed to in writing by the Trustees and the~~

~~11.12 **Expenses.** All expenses incurred in connection with the administration of the Plan, including but not limited to Trustees' fees, fees of appraisers and accountants (if any), and legal fees shall be paid by the Institution. All expenses of the Trust Fund (if any), shall be paid by the Institution.~~

~~11.13 **Removal or Resignation of Trustee.** Any person may be removed as Trustee by the Institution at any time by notice in writing to such Trustee. Any person acting as Trustee hereunder may resign at any time upon 30 days notice in writing to the Institution. A resigning or removed Trustee shall transfer and deliver to the Institution all records of the Trust in his or her possession and shall deliver to their successor Trustees (or the Institution if there are no successor Trustees) all instruments of transfer or assignment, whereupon such Trustee shall have no further duties hereunder; provided, however, that nothing herein shall prevent any Trustee at any time from filing a judicial settlement and accounting with a court of competent jurisdiction. The only parties to such action shall be the Trustees and the Institution. A successor Trustee shall have no duty to examine the accounts, records, investments, or acts of any previous Trustee.~~

ORP 401 (a) Plan Document Original Language

11.11 **Compensation of Trustee.** The Trustees shall receive such reasonable compensation for services as agreed to in writing by the Trustees and the Institution, except that no compensation shall be paid to an employee of the Institution or its subsidiaries for service as a Trustee.

11.12 **Expenses.** All expenses incurred in connection with the administration of the Plan, including but not limited to Trustees' fees, fees of appraisers and accountants (if any), and legal fees shall be paid by the Institution. All expenses of the Trust Fund (if any), shall be paid by the Institution.

11.13 **Removal or Resignation of Trustee.** Any person may be removed as Trustee by the Institution at any time by notice in writing to such Trustee. Any person acting as Trustee hereunder may resign at any time upon 30 days notice in writing to the Institution. A resigning or removed Trustee shall transfer and deliver to the Institution all records of the Trust in his or her possession and shall deliver to their successor Trustees (or the Institution if there are no successor Trustees) all instruments of transfer or assignment, whereupon such Trustee shall have no further duties hereunder; provided, however, that nothing herein shall prevent any Trustee at any time from filing a judicial settlement and accounting with a court of competent jurisdiction. The only parties to such action shall be the Trustees and the Institution. A successor Trustee shall have no duty to examine the accounts, records, investments, or acts of any previous Trustee.

ORP 401 (a) Plan Document Proposed Change

- ▲ ~~11.14~~ **11.3 Appointment of Successor and Additional Trustees.** The ~~Institution Board~~ may at any time and from time to time appoint successor Trustees and/or additional Trustees. The appointment of a successor and/or an additional Trustee shall become effective upon such Trustee's written acceptance of such appointment ~~agreeing to be bound by the provisions of this Article XI.~~ Upon acceptance of the appointment, each successor and/or additional Trustee shall have all the powers and duties of a Trustee. Except to the extent otherwise provided under ERISA, no successor or additional Trustee shall be personally liable for any act or omission which occurred prior to the time he or she became a Trustee.

~~11.15 Actions of Trustees.~~ Except as otherwise provided herein, when there are two Trustees, both must join in taking an action. When more than two Trustees are serving hereunder, all powers of the Trustees shall be by the act of a majority of such persons. Notwithstanding the foregoing, a Trustee may in a signed writing delegate his power to one or more of the other Trustees. No delegation of power may be irrevocable. Notwithstanding the delegation of a power, any Trustee who releases a power shall be liable as a result of the exercise or non-exercise of said power in the same manner as if the power had not been delegated.

ORP 401 (a) Plan Document Original Language

- 11.14 **Appointment of Successor and Additional Trustees.** The Institution may at any time and from time to time appoint successor Trustees and/or additional Trustees. The appointment of a successor and/or an additional Trustee shall become effective upon such Trustee's written acceptance of such appointment agreeing to be bound by the provisions of this Article XI. Upon acceptance of the appointment, each successor and/or additional Trustee shall have all the powers and duties of a Trustee. Except to the extent otherwise provided under ERISA, no successor or additional Trustee shall be personally liable for any act or omission which occurred prior to the time he or she became a Trustee.
- 11.15 **Actions of Trustees.** Except as otherwise provided herein, when there are two Trustees, both must join in taking an action. When more than two Trustees are serving hereunder, all powers of the Trustees shall be by the act of a majority of such persons. Notwithstanding the foregoing, a Trustee may in a signed writing delegate his power to one or more of the other Trustees. No delegation of power may be irrevocable. Notwithstanding the delegation of a power, any Trustee who releases a power shall be liable as a result of the exercise or non-exercise of said power in the same manner as if the power had not been delegated.

ORP 401 (a) Plan Document Proposed Change

~~11.16 **Trustees Liability and Protection.** To the extent permitted by applicable law:~~

- ~~(a) The Trustees shall not be responsible for the adequacy of the Trust Fund to meet and discharge any and all payments and liabilities under the Plan or Trust. The Trustees shall be fully protected in acting upon any instrument, certificate, or payment believed to be genuine and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Except as otherwise provided in Section 405 of ERISA, each Trustee shall be liable only for his or her own acts of fraud, negligence or willful misconduct and for losses or diminution in value that results from his or her own acts of fraud, negligence or willful misconduct.~~
- ~~(b) The responsibilities of the Trustees shall be limited to those duties specifically imposed upon them under the terms of this Article XI, and the Trustees shall not be personally liable for the acts or omissions of any other fiduciary of the Plan, except as provided in ERISA.~~
- ~~(c) Except to the extent otherwise provided in this Article XI, the Trustees shall not be responsible for the investment of any property delivered to, or held in the Trust. The Trustees shall not be liable for any losses sustained by the Trust Fund by reason of the purchase, sale, retention, transfer or exchange of any investment in accordance with the provisions of the instrument or instructions of the Institution, Plan Participants and Beneficiaries under the terms of the Plan.~~
- ~~(d) To the extent permitted by law, the Trustees shall be fully protected in relying upon the advice of legal counsel or the Institution with respect to their duties under the Trust.~~
- ~~(e) In addition to whatever rights of indemnification the Trustees may be entitled to under the articles of incorporation, regulations or by laws of the Institution, under any provision of law, or under any other agreement, the Institution will satisfy any liability actually and reasonably incurred by any Trustee, including expenses, attorney's fees, judgments, fines, and amounts paid in settlement or in connection with any threatened, pending, or completed action, suit, or proceeding which is related to the exercise or failure to exercise of any of the powers, authority, responsibilities, or discretion of the Trustee as provided in this Article XI or which is reasonably believed by the Trustee to be provided hereunder or any action taken by such Trustee in connection with such reasonable belief.~~

ORP 401 (a) Plan Document Original Language

11.16 **Trustees Liability and Protection.** To the extent permitted by applicable law:

- (a) The Trustees shall not be responsible for the adequacy of the Trust Fund to meet and discharge any and all payments and liabilities under the Plan or Trust. The Trustees shall be fully protected in acting upon any instrument, certificate, or payment believed to be genuine and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Except as otherwise provided in Section 405 of ERISA, each Trustee shall be liable only for his or her own acts of fraud, negligence or willful misconduct and for losses or diminution in value that results from his or her own acts of fraud, negligence or willful misconduct.
- (b) The responsibilities of the Trustees shall be limited to those duties specifically imposed upon them under the terms of this Article XI, and the Trustees shall not be personally liable for the acts or omissions of any other fiduciary of the Plan, except as provided in ERISA.
- (c) Except to the extent otherwise provided in this Article XI, the Trustees shall not be responsible for the investment of any property delivered to, or held in the Trust. The Trustees shall not be liable for any losses sustained by the Trust Fund by reason of the purchase, sale, retention, transfer or exchange of any investment in accordance with the provisions of the instrument or instructions of the Institution, Plan Participants and Beneficiaries under the terms of the Plan.
- (d) To the extent permitted by law, the Trustees shall be fully protected in relying upon the advice of legal counsel or the Institution with respect to their duties under the Trust.
- (e) In addition to whatever rights of indemnification the Trustees may be entitled to under the articles of incorporation, regulations or by-laws of the Institution, under any provision of law, or under any other agreement, the Institution will satisfy any liability actually and reasonably incurred by any Trustee, including expenses, attorney's fees, judgments, fines, and amounts paid in settlement or in connection with any threatened, pending, or completed action, suit, or proceeding which is related to the exercise or failure to exercise of any of the powers, authority, responsibilities, or discretion of the Trustee as provided in this Article XI or which is reasonably believed by the Trustee to be provided hereunder or any action taken by such Trustee in connection with such reasonable belief.

ORP 401 (a) Plan Document Proposed Change

~~11.17 **Documentation.** Any action by the Institution pursuant to this Article XI may be evidenced by writing over the signature of a person designated by the Institution in writing and the Trustees shall be fully protected in acting in accordance with such writing. Any action of the Trustees may be evidenced by a writing signed by such Trustee, and any party shall be fully protected in acting in accordance with such writing. Except to the extent otherwise provided, any notice to be given under this Article XI will be considered effective when received.~~

ORP 401 (a) Plan Document Original Language

11.17 **Documentation.** Any action by the Institution pursuant to this Article XI may be evidenced by writing over the signature of a person designated by the Institution in writing and the Trustees shall be fully protected in acting in accordance with such writing. Any action of the Trustees may be evidenced by a writing signed by such Trustee, and any party shall be fully protected in acting in accordance with such writing. Except to the extent otherwise provided, any notice to be given under this Article XI will be considered effective when received.

ORP 401 (a) Plan Document Proposed Change

~~11.18 **Amendment.** The Institution may amend any provisions of this Article XI by submitting a copy of the amendment to each Trustee provided that no such amendment which affects the rights, duties or responsibilities of any Trustee may be made without his or her written consent.~~

~~11.19 **Termination.** The Trust shall continue in full force and effect for such time as may be necessary to accomplish the purposes for which it is created. If the Plan is terminated by the Institution, the Trust shall remain in existence until such time as all assets held in the Trust Fund have been distributed in accordance with the terms of the Plan.~~

~~11.20 **No Bond.** No original, successor or additional Trustee shall be required to furnish any bond except to the extent required by ERISA and other applicable law.~~

~~11.21 **Governing Law.** This Trust shall be construed and enforced according to the laws of the State of domicile of the Institution, and all provisions hereof shall be administered according to the laws of such State except to the extent such laws are superseded by ERISA. The determination that any provision of this Trust is not enforceable in accordance with its terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Trust generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Trust, as so modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.~~

ORP 401 (a) Plan Document Original Language

- 11.18 **Amendment.** The Institution may amend any provisions of this Article XI by submitting a copy of the amendment to each Trustee provided that no such amendment which affects the rights, duties or responsibilities of any Trustee may be made without his or her written consent.
- 11.19 **Termination.** The Trust shall continue in full force and effect for such time as may be necessary to accomplish the purposes for which it is created. If the Plan is terminated by the Institution, the Trust shall remain in existence until such time as all assets held in the Trust Fund have been distributed in accordance with the terms of the Plan.
- 11.20 **No Bond.** No original, successor or additional Trustee shall be required to furnish any bond except to the extent required by ERISA and other applicable law.
- 11.21 **Governing Law.** This Trust shall be construed and enforced according to the laws of the State of domicile of the Institution, and all provisions hereof shall be administered according to the laws of such State except to the extent such laws are superseded by ERISA. The determination that any provision of this Trust is not enforceable in accordance with its terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Trust generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Trust, as so modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

CONSENT
APRIL 19, 2018

BOISE STATE UNIVERSITY

SUBJECT

Property transfer from Board of Regents to the Idaho State Board of Education

REFERENCE

October 2015	Board approved planning and design of Center for Materials Science Research
February 2016	Board approved name Micron Center for Materials Research
August 2017	Board approved construction of Micron Center for Materials Research

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-101, Idaho Code
Section 33-4002, Idaho Code
Idaho State Board of Education Governing Policies & Procedures, Sections V.I.2.c and V.I.5.b.iii

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective A: Access and Objective C: Higher Level of Educational Attainment, Objective D: Quality Education

BACKGROUND/DISCUSSION

In August of 2017, the Idaho State Board of Education (Board) approved Boise State University's (BSU's) request to begin construction of the Micron Center for Materials Research (MCMR). Construction officially began in March 2018 with the abatement and demolition of the former Facilities Operations & Maintenance building. University Drive, Manitou Avenue, Belmont Street, and the vacated portion of Vermont Avenue define the project boundaries (Attachment 1).

BSU is working to consolidate the parcels of land on this lot for permitting purposes as required by the Ada County Highway District and the City of Boise. However, parcel R8048011280, which was deeded to BSU in 1959, is currently held in the name of the Board of Regents of the University of Idaho (UI), rather than the Idaho State Board of Education, thus preventing consolidation. The parcel lies directly under the soon-to-be-constructed MCMR, thus must be consolidated with the other parcels on this block for construction to move forward. The lots cannot be consolidated until all are held in the name of the Idaho State Board of Education.

To move the lot consolidation and MCMR construction forward, BSU's general counsel has drafted a quitclaim deed that, upon execution, will transfer the

CONSENT
APRIL 19, 2018

property from the Board of Regents to the Board, allowing for contiguous ownership of the project site. Legal counsel for UI and the Board agree that a quitclaim deed is the best solution to effectuate the lot consolidation so the MCMR project can move forward without delay.

IMPACT

Executing the quitclaim deed will enable timely progress of the MCMR project. Delays in execution may hinder permitting with local review agencies and delay the start of construction.

ATTACHMENTS

Attachment 1 – Parcel #R8048011280 Legal Description and Location	Page 3
Attachment 2 – Quitclaim Deed	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Chet to add comments

BOARD ACTION

I move to approve the execution of the quitclaim deed as presented in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
APRIL 19, 2018**

ATTACHMENT 1:

Parcel #R8048011280 - LOTS 23 to 32 INC BLK 12
SOUTH BOISE 1st SUB



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QUITCLAIM DEED

FOR VALUE RECEIVED, the Regents of the University of Idaho, Grantor, does hereby convey, release, remise and forever quitclaim unto the State of Idaho by and through Idaho State Board of Education for Boise State University, whose address is 1910 University Drive, Boise, Idaho 83725, the following described premises, to-wit:

Parcel #R8048011280, LOTS 23 to 32 INC BLK 12, SOUTH BOISE 1st SUB, Ada county.

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to said property, now owned or hereafter acquired.

Date _____, 2018 .

Signature, Grantor
Linda Clark EdD, President
Regents of the University of Idaho

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.

NOTARY PUBLIC for Idaho
Residing at: _____
My Commission Expires: _____

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CONSENT
APRIL 19, 2018

SUBJECT

Programs and Changes Approved by Executive Director - Quarterly Report

REFERENCE

December 2017 Board received quarterly report.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8.a., Postsecondary Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.3.c.i. and 4.b, prior to implementation the Executive Director may approve any new, modification, and/or discontinuation of academic or career technical education programs with a financial impact of less than \$250,000 per fiscal year.

Consistent with Board Policy III.G.8.a., the Board office is providing a quarterly report of program changes from Idaho's public postsecondary institutions that were approved between December 2017 and March 2018 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the
Executive Director

Page 3

BOARD ACTION

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

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CONSENT
APRIL 19, 2018

Academic Programs
Approved by Executive Director
December 2017 and March 2018

Institution	Program Changes
BSU	New BA, Early Childhood Intervention
BSU	Discontinue Master of Social Work offering in Lewiston
BSU	New Bachelor of Fine Arts in Creative Writing
BSU	New Bachelor of Fine Arts in Narrative Arts
BSU	New BA/BFA in Film and Television Arts
BSU	Discontinue BBA in General Business in Twin Falls
BSU	Discontinue BA in English Technical Communication emphasis
CWI	Discontinue AA, Health, Fitness, Recreation: Athletic Training
ISU	Modification to existing Kasiska Division of Health Sciences <ul style="list-style-type: none"> • Designate School of Nursing as the College of Nursing • Designate School of Rehabilitation and Communication Sciences as the College of Rehabilitation and Communication Sciences • Designate School of Health Professions as the College of Health Professions • Move programs housed in the Office of Medical and Oral Health to the College of Health Professions. These programs include Dental Hygiene, Dental Sciences, Family Medicine, and Physician Assistant Studies
LCSC	New AS in Marketing
LCSC	New Bachelor of Fine Arts in Creative Writing
LCSC	Instructional Unit Reorganization: <ul style="list-style-type: none"> • Create School of Liberal Arts & Sciences and house Humanities, Movement & Sport Sciences, Natural Sciences & Mathematics, and Social Science within this School. • Create School of Professional Studies and house Business, Library, Nursing & Health Sciences, and Teacher Education within this School • School of Career & Technical Education (existing unit and renamed) and house Business Technology & Service and Technical & Industrial within this School
UI	New BS, in Statistics

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	New Graduate Certificate, Instructional Interventions
BSU	New Undergraduate Certificate and Minor in Data Science for the Liberal Arts
BSU	New Elementary Portuguese and Intermediate Portuguese Certificates

CONSENT
APRIL 19, 2018

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	New Certificate in Sport Coaching
BSU	New Certificate in Sport Innovation & Culture
BSU	New Certificate in Narrative Arts
BSU	New Certificate in Security in Cyber-Physical Systems
BSU	New Minor in Arts Entrepreneurship
BSU	Four new minors in the Department of Geosciences <ul style="list-style-type: none"> Hydrology Geology Geophysics Climate Studies
BSU	Five new minors in the Department of Communications <ul style="list-style-type: none"> Workplace Communication Social and Cultural Advocacy Professional Communication Skills Journalism Media Studies
BSU	New minors: <ul style="list-style-type: none"> Political Management Urban Studies and Community Development
BSU	New minors in Department of Theatre, Film and Creative Writing <ul style="list-style-type: none"> Film and Television Arts Creative Writing Narrative Arts
BSU	Create two emphases in Certification and Leadership and Human Relations in the BA in Elementary Education program
BSU	New General emphasis in the Bachelor of Science in Public Health
BSU	Name changes: <ul style="list-style-type: none"> minor in Literature to English Literature name of Foundational Studies Program to University Foundations Program name of Bachelor of Science in Health Science Studies to Health Studies name of General Health Emphasis to General Emphasis in the Bachelor of Science Health Studies degree name of Environmental and Occupational Emphasis to Environmental and Occupational Health and Safety Emphasis in the Bachelor of Science in Public Health degree name of Cinema and Digital Media Studies certificate to Digital Media certificate name of existing General Business Bachelor of Business Administration to Bachelor of Business Administration name of existing Department of Theatre Arts to Theatre, Film and Creative Writing and to move the existing Master of Fine Arts, Creative Writing program under this department
ISU	Name changes: <ul style="list-style-type: none"> BA in Health Education to BA in Community and Public Health BS in Health Education to BS in Community and Public Health

CONSENT
APRIL 19, 2018

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
	<ul style="list-style-type: none"> • Health Education Non-teaching Minor to Community and Public Health Non-teaching Minor • Health Education Teaching Minor to Community and Public Health Teaching Minor • Existing endorsement, English as a New Language to English as a Second Language • Existing Child and Family Studies to Family and Consumer Sciences
ISU	Change the names of three minors <ul style="list-style-type: none"> • Rhetoric and Media Affairs to Journalism • Visual Communication to Visual Media • Leadership to Communication
ISU	New Graduate Certificate in Public Health
ISU	Discontinue the Minor in International Commerce
ISU	Discontinue the Political Science emphasis under the BS in Fire Services Administration
ISU	Change the names of two options <ul style="list-style-type: none"> • Minor in English, Option 1 - General to Literature • Minor in English, Option 2 - Writing to Professional Writing
LCSC	New Leadership Certificate
LCSC	New Certificate in Nursing Management and Leadership
UI	Expand existing BA in English-Professional Writing Emphasis to UI-Coeur d'Alene
UI	Name Changes: <ul style="list-style-type: none"> • B.S. in Exercise Science and Health to the BS in Exercise, Sport and Health Sciences • Minor in Women's and Gender Studies to Women's, Gender and Sexuality Studies
UI	Program Components changes: In the Child, Family and Consumer Studies Major (B.S.F.C.S.) change options to emphasis and rename emphases: <ul style="list-style-type: none"> • Option A: Change Child and Youth Development to Child Development and Family Relations • Option B: Change Family Development and Aging to Family Development Across the Lifespan • Option C: Change Consumer and Community Development to Personal and Family Finance
UI	Create new minors: <ul style="list-style-type: none"> • Agricultural Communications and Leadership • Biotechnology and Plant Genomics • Crop Management
UI	Add an option in Management and Human Resources Major, BS.Bus. called Entrepreneurship and Small Business Management
UI	New certificates: <ul style="list-style-type: none"> • Create an undergraduate certificate in Trading and Capital Management • Create a graduate certificate in Natural Resources and Environmental Law
UI	Create an emphasis in the Exercise Science and Health major (B.S.E.S.H.) called Community Health Education and Promotion
UI	Create a teaching endorsement in the Secondary Education major (BS.Ed.) called Special Education
UI	Discontinue the following program components: <ul style="list-style-type: none"> • Option A: Coordinated Program in Dietetics and Option B: Nutrition in the major Family and Consumer Sciences, B.S.F.C.S. ** There will be a single curriculum for the major. • Minor in Manufacturing • Applied-Actuarial Science and Finance option in the major Mathematics, BS • Applied-Statistics option in the major Mathematics, BS

CONSENT
APRIL 19, 2018

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
UI	CIP Code Change: (2 items) <ul style="list-style-type: none"> • CIP code change for the GIS certificate in Geography • CIP code change for existing emphases in the Exercise Science and Health Major B.S.E.S.H.

Career and Technical Education Programs
Approved by Executive Director

Institution	Program Changes
CSI	Administrative Assistant Program <ul style="list-style-type: none"> • Discontinue AAS degree and replace with the Basic Technical Certificate
CWI	Discontinue Culinary Arts – all options
CWI	Discontinue AAS/ITC, Construction Technology
CWI	Discontinue AAS/ATC, Baking and Pastry Arts
ISU	Add ITC Architectural Drafting option, in the Computer Aided Design Drafting Program
LCSC	Add ITC Packaging Design option in the Business Technology & Service Program
LCSC	New Interdisciplinary Associate of Applied Science degree – allows CTE students to customize a two-year degree plan to help meet academic, professional, career, and personal goals.
NIC	New AAS in Surgical Technology
NIC	New AAS/ATC in Culinary Arts
NIC	New Cybersecurity and Networking/Network Security Administration, AAS, BTC, ITC, ATC

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
CWI	Change the following program titles: <ul style="list-style-type: none"> • Network Administration to Network and System Administration • Information Security and Digital Forensics to Cybersecurity • Certified Dental Assisting to Dental Assisting
CEI	Change program title from Office Technology/Office Professional to Administrative Services

CONSENT
APRIL 19, 2018

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 February 15, 2017 Board meeting. Since that meeting, Board staff has received twenty-six (26) permits from Boise State University, six (6) permits from Idaho State University, nineteen (19) permits from the University of Idaho and four (4) permits from Lewis-Clark State College.

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

ATTACHMENTS

Attachment 1 - List of Approved Permits by Institution

Page 3

BOARD ACTION

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

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**CONSENT
APRIL 19, 2018**

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY January 2018 – May 2018				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Legislative Dinner	Alumni and Friends Center	X		1/23/2018
Fulbright Celebration	Yanke Building	X		1/24/2018
Coldwell Banker Annual Kickoff Event	Stueckle Sky Center		X	1/29/2018
Foundation Board of BAA Board Reception	Alumni and Friends Center	X		1/30/2018
Be Inspired Dinner	Stueckle Sky Center	X		2/10/2018
Jeff Rutherford Memorial Reception	Stueckle Sky Center		X	2/10/2018
State Board of Education Dinner	Stueckle Sky Center		X	2/14/2018
Meeting with All Board Member	Alumni and Friends Center	X		2/20/2018
CEO's for Chambers	Alumni and Friends Center	X		2/20/2018
St. Luke's Ortho/Neuro Admin	Stueckle Sky Center		X	2/23/2018
Founders Club Reception (Boise Philharmonic)	Morrison Center		X	2/24/2018
Broadway in Boise	Morrison Center	X		3/03/2018
Networking Even with Dinner (Geosciences Department)	Alumni and Friends Center	X		3/04/2018
Albertsons Awards Banquet	Stueckle Sky Center		X	3/07/2018
Founders Club Reception	Morrison Center		X	3/10/2018
Barristers Ball	Stueckle Sky Center		X	3/10/2018
Dancing with the Stars	Morrison Center	X		3/15/2018
George Lopez	Morrison Center	X		3/16/2018
Simply Cats – Catsino	Student Union Building		X	3/16/2018
Alumni Association Wine Premier	Alumni and Friends Center	X		3/20/2018
29 th annual Idaho Small Business Symposium	Student Union Building		X	3/21/2018
A Chorus Line	Morrison Center	X		4/03/2018

**CONSENT
APRIL 19, 2018**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Venture College Mixer	BODO Room 108A	X		4/05/2018
Roosevelt Spring Fling – PTA Fundraiser	Stueckle Sky Center		X	4/21/2018
Idaho Association of Health Underwriters	Student Union Building		X	5/01/2018
Honorary Doctorate Luncheon	Student Union Building	X		5/05/2018

**CONSENT
APRIL 19, 2018**

**APPROVED ALCOHOL SERVICE AT
IDAHO STATE UNIVERSITY
February 2018 – March 2018**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
COSE Dean Search	POND Little Wood	X		2/20/2018
COSE Dean Search	POND Little Wood	X		2/22/2018
COSE Dean Search	POND Salmon River Suite	X		2/26/2018
COSE Dean Search	POND Wood River	X		3/01/2018
COSE Dean Search	POND Little Wood	X		3/05/2018
Lincoln Days	Ballroom Student Union		X	3/24/2018

**CONSENT
APRIL 19, 2018**

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO February 2018 – April 2018				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Prichard Biennial Auction	Prichard Art Gallery	X		2/02/2018
Idaho Music Educators Awards Banquet	Commons	X		2/02/2018
Reception for Dean Carr- Cellman	Legacy Pointe	X		2/07/2018
Inspire Idaho Reception	Legacy Pointe	X		2/15/2018
Jazz Festival Reception	2173 E. 6 th Street, Moscow	X		2/23/2018
Lionel Hampton Jazz Festival	Kibbie Dome	X		2/24/2018
RMEF Banquet Set Up/Committee Dinner	Bruce Pitman Center		X	3/10/2018
Rocky Mountain Elk Foundation Desert and Live Auction	Bruce Pitman Center		X	3/10/2018
28 th Annual Rocky Mountain Elk Foundation Big Game Banquet	Bruce Pitman Center		X	3/10/2018
State of the College of Engineering	Legacy Point Room	X		3/14/2018
FRFS Anniversary Reception & Celebration	Prichard Art Gallery	X		3/20/2018
CAA Advisory Council Reception	Prichard Art Gallery	X		3/29/2018
Alcohol, Agriculture, and the Law	Menard Law Building Foyer	X		3/30/2018
Phi Beta Kappa Initiation	Commons	X		4/03/2018
Barrister's Ball	Bruce Pitman Center	X		4/07/2018
Gouache Painting Event	Prichard Art Gallery	X		4/07/2018
McClure Center Advisory Board Meeting Social	Legacy Pointe	X		4/17/2018
EXPO Deans Reception	Bruce Pitman Center	X		4/26/2018
Idaho Pitch Competition	IRIC Atrium	X		4/27/2018

**CONSENT
APRIL 19, 2018**

APPROVED ALCOHOL SERVICE AT LEWIS-CLARK STATE COLLEGE March 2018 – July 2018				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Idaho Environmental Education Conference HappEE Hour	Center for Arts and History		X	3/02/2018
Women's Leadership Conference Evening Social	Center for Arts and History	X		3/09/2018
Closing Reception for Regional Faculty Art & Design Exhibit	Center for Arts and History	X		3/17/2018
IEA Summer Institute Registration/Social	WCC Clearwater & Snake River Conference Room		X	7/24/2018

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CONSENT
APRIL 19, 2018

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council (Council) Membership

REFERENCE

December 2016	Board appointed Robert Atkins to the Council as a representative for business/industry and labor for a term of three years.
April 2017	Board appointed two new members to the Council and re-appointed three current members to the Council.
June 2017	Board appointed Joe Anderson to the Council for three-year term.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G.
Federal Regulations 34 CFR §361.

ALIGNMENT WITH STRATEGIC PLAN

Governance item; it does not align with the State Board of Education Strategic Plan.

BACKGROUND/DISCUSSION

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

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

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

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an

CONSENT
APRIL 19, 2018

- ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
 - vi. Four representatives of business, industry, and labor;
 - vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
 - viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
 - ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
 - x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
 - xi. At least one representative of the State workforce investment board; and
 - xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

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

The Council currently has three (3) nominations and two (2) expirations for Board consideration: Mike Hauser, whose first term ended February 28, 2018 and serves as a representative of Disability Advocacy Groups, would like to serve a second term. Suzette Whiting who represents a vocational rehabilitation counselor is ending her first term as of June 30, 2018; she would like to continue for a second term. Angela Lindig who represents a parent training and information center will be ending her second term on June 30, 2018. The Council would like to nominate Sarah Tueller to fill the vacancy left by Angela Lindig. Lastly, Lori Gentillon, who represents a community rehabilitation program service provider, is ending her second term on the council as of June 30, 2018. At this time there are no nominations for the community rehabilitation program

CONSENT
APRIL 19, 2018

service provider representative.

IMPACT

The above (3) appointments, and (2) expirations will bring the Council membership to a total of (15) fifteen with one vacancy on the council for a representative of a community rehabilitation program service provider. Minimum composition for the council is 15 members.

ATTACHMENTS

Attachment 1 – Current Council Membership	Page 5
Attachment 2 – Mike Hauser Letter of Interest	Page 6
Attachment 3 – Sarah Tueller Nomination Form	Page 7
Attachment 4 – Suzette Whiting Letter of Interest	Page 8

BOARD ACTION

I move to approve the re-appointment of Mike Hauser to the State Rehabilitation Council as a representative for disability advocacy groups for a second term of three years effective immediately, ending February 28, 2021.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to approve the appointment of Sarah Tueller to the State Rehabilitation Council as a representative for a parent information and training center for a term of three years effective July 1, 2018 ending June 30, 2021.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to approve the re-appointment of Suzette Whiting to the State Rehabilitation Council as a representative for a vocational rehabilitation counselor for a second term of three years effective July 1, 2018, ending June 30, 2021.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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CONSENT
APRIL 19, 2018

Members Shall Represent:	Number of Representatives Required	Name	Term Ends
Former Applicant or Recipient	Minimum 1	Joe Anderson	5/31/2020
Parent Training & Information Center...	Minimum 1	Angela Lindig	6/30/2018
Client Assistant Program	Minimum 1	Dina Flores - Brewer	no end date
VR Counselor	Minimum 1	Suzette Whiting	6/30/2018
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2018
Business, Industry and Labor	Minimum 4	Lucas Rose	6/30/2020
		vacant	6/30/2017
		Ron Oberleitner	3/31/2020
		Robert Atkins	12/31/2020
Disability Advocacy groups	No minimum or maximum	Molly Sherpa	3/31/2020
		Janice Carson	3/31/2020
		Mike Hauser	2/28/2018
State Independent Living Council	Minimum 1	Mel Leviton	9/30/2018
Department of Education	Minimum 1	Kenrick Lester	6/30/2020
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	No end date
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	No end date
Workforce Development Council	Minimum 1	Gordon Graff	8/31/2018
3/2018 revision date			Total = 16

February 6, 2018

As a person with a disability that impacted my employment options, I received valuable services from IDVR and VA-VR. These services led to a successful employment outcome in the field of rehabilitation. Thirty plus years of employment in the Vocational Rehabilitation arena solidified my commitment to services for people with disabilities. I have personally experienced, as well as witnessed, the long term benefit to individuals and society of being able to work and being productive. My goal would be to assist the agency in providing the very best individualized client services.

I have been involved on the State Rehabilitation Council as a representative of Disability Advocacy Groups and would like to serve a second term.

Thank you for your consideration.

Mike Hauser

RECEIVED
FEB -7 2018
IDVR CENTRAL OFFICE



STATE REHABILITATION COUNCIL NOMINATION FORM

Nominee's Name: Sarah Teller

Mailing Address: [REDACTED]

Home/Cell Phone: [REDACTED]

Work Phone: [REDACTED]

E-Mail: [REDACTED]

Please explain why you would like to serve on the State Rehabilitation Council

I am a representative of Idaho's Parent Training & Information Center, interested in providing & gaining more information & education surrounding employment, transition to adulthood & services for individuals with developmental, mental & emotional life altering disabilities throughout our state & regional communities.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: NIC Family Advisory Council Term Date: 2007-2010

Name: Employment 1st Consortium Term Date: _____

Name: _____ Term Date: _____

Name: Regional Early Childhood Committee Chair Term Date: 6/2017 - 6/2019
Region 3

How many hours per month would you be able to commit to State Rehabilitation Council activities?

☐ 1 to 3 hours

☒ 4 to 6 hours

☒ 7 to 9 hours

☐ 10 or more hours

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Membership Chair

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

CONSENT
APRIL 19, 2018



Idaho Division of Vocational Rehabilitation
650 W. State Street, Room 150
Boise, ID 83720
Phone: (208) 334-3390
Fax: (208) 334-5305

March 9, 2018

My name is Suzette Whiting and my primary residence is in Post Falls, Idaho. I have worked as a VR counselor for 13 years for Idaho Vocational Rehabilitation. I have served customers in the Nampa/Caldwell area as a corrections counselor as well as high school students in the Meridian School District in Meridian, Idaho. I moved to the Coeur d'Alene area and continued to serve as a school work counselor for different school districts in the area as well as serving adults on a general caseload. My experience also includes serving on the SRC Council representing a vocational rehabilitation counselor for the last 3 years.

CONSENT
APRIL 19, 2018

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

April 14, 2016	The Board approved the appointment of Tomas Puga and reappointments of Selena Grace, Bob Sobotta, and Chris Meyer.
October 20, 2016	The Board approved the appointment of Sharee Anderson, Donna Bollinger, Jessica James-Grant, and Hank McArthur.
June 15, 2017	The Board approved the reappointments of Sharee Anderson and Yolanda Bisbee.
August 10, 2017	The Board approved the appointment of Jason Ostrowski.
October 19, 2017	The Board approved the appointment of Marcus Coby, Tina Strong, and Graydon Stanley.
December 21, 2017	The Board approved the appointment of Gary Aitken.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.P.

ALIGNMENT WITH STRATEGIC PLAN

Goal 1, A Well Educated Citizenry, Objective A: Access; Goal 4 Effective and Efficient Educational System, Objective D, Advocacy and Communication

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes.

Pursuant to Board Policy I.P. the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term. The membership consists of:

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

The Fort Hall Business Council has forwarded Mr. Ladd Edmo's name for consideration as the tribal chair representative on the Indian Education Committee and has forwarded Mr. Hank McArthur's name for reappointment as

CONSENT
APRIL 19, 2018

the Bureau of Indian Education School representative on the committee. A Tribal Resolution from the Fort Hall Business Council is provided.

The Shoshone-Paiute Tribe has forwarded Mr. Pete Putra's name for reappointment as the tribal chair designee on the Indian Education Committee. Mr. Putra's term is scheduled to expire on June 30, 2018. A letter of support from the Tribal Chair is provided.

The Nez Perce Tribal Executive Committee has forwarded Mr. Bill Picard's name for reappointment as the tribal chair designee on the Indian Education Committee and has forwarded Ms. Joyce McFarland's name for reappointment as the tribal education department representative on the committee. Both terms are scheduled to expire June 30, 2018. A tribal resolution from the Nez Perce Tribal Executive Committee is provided.

Mr. Jim Anderson is the Vice President for Enrollment Services at Boise State University. He has served on the Indian Education Committee as BSU's representative since 2013. Mr. Anderson's term is scheduled to expire in June 2018 and has expressed interest in continuing his service on the committee.

Mr. Jason Ostrowski is the Dean of Students at the College of Southern Idaho. Mr. Ostrowski will be completing a term vacated by a previous member, which is scheduled to expire June 2018. Mr. Ostrowski has expressed interest in continuing his service on the committee.

IMPACT

The proposed appointments replaces the Shoshone-Bannock Tribes tribal chair/designee representative on the Committee and reappoints six existing members.

ATTACHMENTS

Attachment 1 – Current Committee Membership	Page 5
Attachment 2 – Fort Hall Business Council Tribal Resolution	Page 7
Attachment 3 – Shoshone-Paiute Tribal Resolution	Page 8
Attachment 4 – Nez Perce Tribal Executive Committee Tribal Resolution	Page 9
Attachment 5 – Boise State University – Nomination Letter	Page 11
Attachment 6 – College of Southern Idaho – Nomination Letter	Page 12

STAFF COMMENTS AND RECOMMENDATIONS

Mr. Marcus Coby is no longer on the Fort Hall Business Council. Mr. Ladd Edmo has been identified to replace Mr. Coby and serve as the tribal chair designee. If approved, Mr. Edmo would complete Mr. Coby's term, which runs through June 30, 2022.

Board staff recommends approval.

CONSENT
APRIL 19, 2018

BOARD ACTION

I move to appoint Mr. Ladd Edmo, to serve as the Tribal Chairperson's designee for the Shoshone-Bannock Tribes, effective immediately and expiring June 30, 2022.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Mr. Hank McArthur to serve as the Bureau of Indian Education School representative, effective July 1, 2018 and expiring June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Mr. Pete Putra, to serve as the Tribal Chairperson's designee for the Shoshone-Paiute Tribes, effective July 1, 2018 and expiring June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Mr. Bill Picard to serve as the Tribal Chairperson's designee and Ms. Joyce McFarland, to serve as the tribal education department representative for the Nez Perce Tribe, effective July 1, 2018 and expiring June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Mr. Jim Anderson, representing Boise State University, and Mr. Jason Ostrowski, representing the College of Southern Idaho to the Indian Education Committee effective July 1, 2018 and expiring June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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CONSENT
APRIL 19, 2018

State Board of Education
Indian Education Committee

Tribal Representatives

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2016 – June 30, 2021.

Shawna Daniels is the STEP Program Manager and serves as the Tribal Education Department representative for the Coeur d'Alene Tribe. Term: July 1, 2016 – June 30, 2021.

Gary Aitken, Jr is the tribal chair for the Kootenai Tribe and serves as the tribal chair representative for the Kootenai Tribe.

Vacant – Tribal Education Department representative for the Kootenai Tribe.

Bill Picard is a member of the Nez Perce Tribal Executive committee and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018.

Joyce McFarland is the Education Manager for the Nez Perce Tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018.

Vacant - Tribal Chairperson's designee for the Shoshone-Bannock Tribes.

Jessica James is the tribal education department representative for the Shoshone-Bannock Tribes. Term: immediately – June 30, 2021.

Pete Putra is the Tribal Administrator and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2018.

Vacant – Tribal Education Department representative for the Shoshone-Paiute Tribes.

Bureau of Indian Education Representatives

Tina Strong - Bureau of Indian Education school representative. Term: July 1, 2016 – June 30, 2021.

Hank McArthur is the Bureau of Indian Education school representative. Term: immediately – June 30, 2018.

State Board of Education Ex-Officio Representative

Dr. Linda Clark is the President of the State Board of Education and Ex-Officio member of the Indian Education Committee.

Institutions of Higher Education Representatives

James Anderson is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018.

Selena Grace is the Interim Vice Provost for Academic Strategy & Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2016 – June 30, 2021.

Dr. Yolanda Bisbee is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho (UI). Term: July 1, 2017 – June 30, 2022.

Bob Sobotta, Jr. is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2016 – June 30, 2021.

Jason Ostrowski is the Dean of Students at the College of Southern Idaho (CSI). Term: Immediately – June 30, 2018.

Tomas Puga is the Coordinator, Advising and New Student Services at the College of Western Idaho (CWI). Term: July 1, 2016 - June 30, 2019.

Dr. Sharee Anderson is the Vice President of Instruction and Student Affairs at College of Eastern Idaho. Term: July 1, 2017 – June 30, 2022.

Graydon Stanley is the Vice President for Student Services at North Idaho College (NIC). Term: July 1, 2017 – June 30, 2022.

**CONSENT
APRIL 19, 2018**

RESOLUTION

WHEREAS, the Idaho State Board of Education and the State Department of Education work with the Five Tribes of Idaho and educational stakeholders to maintain and sustain the unique status of American Indians, preserving cultural identity and raising cultural awareness; and

WHEREAS, the Indian Education Board, through building partnerships, increasing Indigenous pedagogical practices, and adopting data driven, evidence-based policies, will work to increase educational attainment of all American Indian Students in Idaho; and

NOW, THEREFORE, BE IT RESOLVED BY THE FORT HALL BUSINESS COUNCIL OF THE SHOSHONE-BANNOCK TRIBES, that the Fort Hall Business Council have delegated the following Tribal Council and staff serve on the State Indian Education Board:

FHBC representative: Ladd Edmo, Council member

K-12 representative: Jessica James, TYEP Manager

BIE representative: Hank Edmo-McArthur

Alternate: Public Affairs Office (Yvette Tuell or Randy'L Teton)

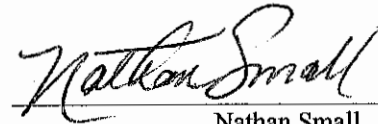
Alternate: Lori Pahvitse, 477 Director

Alternate: Jonathan Braack, Superintendent/Principal

BE IT FURTHER RESOLVED, that the Chairman or his official designee is authorized to sign the (name of document) and documentation related to the (name document).

Authority for the foregoing resolution is found in the Indian Reorganization Act of June 18, 1934 (48 Stat, 984) as amended, and under Article VI, Section 1 (r) of the Constitution and Bylaws of the Shoshone-Bannock Tribes of the Fort Hall Reservation of Idaho.

Dated this 06th day of March 2018.

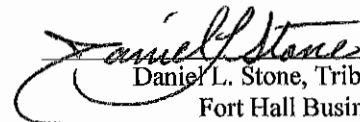


Nathan Small, Chairman
Fort Hall Business Council

S E A L

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 4 in favor, 1 absent (LRE), 1 seat vacant, and 1 not voting (NS) on the date this bears.



Daniel L. Stone, Tribal Secretary
Fort Hall Business Council

EDUC/FINC-2018-0191

CONSENT
APRIL 19, 2018

THE SHOSHONE-PAIUTE TRIBES
OF THE DUCK VALLEY INDIAN RESERVATION

P.O. Box 219 Owyhee, NV 89832
(208) 759-3100
www.shopaitribes.org



RECEIVED
MAY 04 2017
OFFICE OF THE
STATE BOARD OF EDUCATION

May 2, 2017

Dr. Christopher Mathias
Chief Academic Officer
Office of the State of Idaho Board of Education
650 West State Street, Room 307
Boise, Idaho 83720-0037

Dear Dr. Mathias:

The Shoshone-Paiute Tribes will be continuing their participation in the Idaho Indian Education Committee with the State of Idaho. We feel this is a vital part of keeping in line with the State of Idaho's educational plans for the future of Indian Education in the State of Idaho.

Pete Putra will be our Idaho Indian Education Committee appointee and Rochelle Thomas will be the alternate for the Shoshone-Paiute Tribes.

If you have any questions or concerns regarding this matter please contact our office (208) 759-3100 ext. 1223. Thank you for this opportunity.

Sincerely,

Ted Howard
Tribal Chairman
Shoshone-Paiute Tribes

xc: Tribal Council
Administration File
Rochelle Thomas, Case Manager

RESOLUTION

WHEREAS, the Nez Perce Tribal Executive Committee has been empowered to act for and on behalf of the Nez Perce Tribe, pursuant to the Revised Constitution and By-Laws, adopted by the General Council of the Nez Perce Tribe, on May 6, 1961 and approved by the Acting Commissioner of Indian Affairs on June 27, 1961; and

WHEREAS, Joyce McFarland was appointed to the State of Idaho Indian Education Committee to serve a three (3) year term as the Nez Perce Tribe's K-12 representative ; and

WHEREAS, an appointment needs to be made to serve a five (5)-year term; and

WHEREAS, Joyce McFarland is qualified to retain this position on the State of Idaho Indian Education Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Nez Perce Tribal Executive Committee (NPTEC) hereby appoints Joyce McFarland, to the State of Idaho Indian Education Committee for a five (5)-year term , March 1, 2018 through February 28, 2023, as the Nez Perce Tribe's K-12 representative; and

BE IT FINALLY RESOLVED, that Joyce McFarland will serve on the Idaho Indian Education Committee until replaced by resolution.

CERTIFICATION

The foregoing resolution was duly adopted by the Nez Perce Tribal Executive Committee meeting in Special Session, February 27, 2018 in the Richard A. Halfmoon Council Chambers, Lapwai, Idaho, a quorum of its Members being present and voting.

BY: 
Casey L. Mitchell, Secretary

ATTEST:


Mary Jane Miles, Chairman

RESOLUTION

WHEREAS, the Nez Perce Tribal Executive Committee has been empowered to act for and on behalf of the Nez Perce Tribe, pursuant to the Revised Constitution and By-Laws, adopted by the General Council of the Nez Perce Tribe, on May 6, 1961 and approved by the Acting Commissioner of Indian Affairs on June 27, 1961; and

WHEREAS, on June 24, 2014, Bill Picard was appointed to the State of Idaho Indian Education Committee by resolution NP14-340 to serve a three (3) year term; and

WHEREAS, an appointment needs to be made to serve a five (5)-year term; and

WHEREAS, Bill Picard is qualified to retain position on the State of Idaho Indian Education Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Nez Perce Tribal Executive Committee (NPTEC) hereby appoints Bill Picard, to the State of Idaho Indian Education Committee for a five (5)-year term, March 1, 2018 through February 28, 2023, with Casey L. Mitchell and Samuel N. Penney to serve as alternates; and

BE IT FINALLY RESOLVED, that Bill Picard will serve on the Idaho Indian Education Committee until replaced by resolution.

CERTIFICATION

The foregoing resolution was duly adopted by the Nez Perce Tribal Executive Committee meeting in Special Session, February 27, 2018 in the Richard A. Halfmoon Council Chambers, Lapwai, Idaho, a quorum of its Members being present and voting.

BY: 
Casey L. Mitchell, Secretary

ATTEST:


Mary Jane Miles, Chairman

CONSENT
APRIL 19, 2018



BOISE STATE UNIVERSITY
STUDENT AFFAIRS AND ENROLLMENT MANAGEMENT

March 13, 2018

Idaho State Board of Education
Indian Education Committee
650 West State Street, 3rd Floor
Boise, ID 83702

Attn: Patty Sanchez, Johanna Jones

Please accept this letter of support for Jim Anderson to continue serving on the Indian Education Committee. Jim's role as the Associate Vice President for Enrollment Services is relevant to the work of this committee and I support his continued involvement as we strengthen our efforts to recruit and retain students from the tribal nations. We are committed to furthering our work and appreciate the opportunity to support these endeavors.

Best,

Leslie Webb, Vice President
Student Affairs & Enrollment Management



March 15, 2018

Dr. Randall Brumfield
Chief Academic Officer
Office of Idaho State Board of Education
650 W. State Street, Room 307
Boise, ID 83720-0037

Dear Dr. Brumfield:

The College of Southern Idaho will be continuing their participation in and support for the Idaho Indian Education Committee with the State of Idaho. This Committee plays a key role in supporting the education plans for the future of Indian education in the state.

Jason Ostrowski, Dean of Students at CSI is our nominee for appointee to this statewide committee. Jason was hired in August 2016. His contact information is jostrowski@csi.edu or by phone at 208-732-6225. I have attached a brief bio for him, as well.

We look forward to our continued participation. If you have questions or concerns, please contact my office (208)732-6325.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Schwarz', is written over the printed name and title.

Todd Schwarz, Ph.D.
Executive Vice President
& Chief Academic Officer

CONSENT
APRIL 19, 2018

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Boise State University; Proposed Blended Early Childhood Education/Early Childhood Special Education Birth through Grade Three (3) Endorsement Program

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114 and 33-1258, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02 – Section 100, Official Vehicle for Approving Teacher Education Programs

ALIGNMENT WITH STRATEGIC PLAN

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 Blended Early Childhood Education/Early Childhood Special Education Birth through Grade Three (3) endorsement program proposed by Boise State University (BSU). Through the comprehensive presentation, the Standards Committee gained a clear understanding that all of the Idaho Blended Early Childhood Education/Early Childhood Special Education Standards would be met and/or surpassed through the proposed program.

During its January 2018 meeting, the PSC voted to recommend Conditional Approval of the proposed Blended Early Childhood Education/Early Childhood Special Education Birth through Grade Three (3) endorsement program offered through BSU. With the conditionally approved status, BSU may admit candidates to the Blended Early Childhood Education/ Early Childhood Special Education Birth through Grade Three (3) 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 Board approval.

ATTACHMENTS

Attachment 1 – BSU Blended Early Childhood Education New Program Proposal

Page 3

CONSENT
APRIL 19, 2018

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 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 Blended Early Childhood Education/Early Childhood Special Education Birth through Grade Three (3) endorsement program offered through Boise State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



BOISE STATE UNIVERSITY
COLLEGE OF EDUCATION
Department of Early and Special Education

November 17, 2017

To: Idaho Professional Standards Commission

This letter is notification of Boise State University's intent to create a new degree: Early Childhood Intervention, Bachelor of Arts. This degree is aligned with the Idaho Blended Early Childhood/Early Childhood Special Education (birth to third grade) certification.

Currently the Department of Early and Special Education at Boise State offers three Bachelor of Arts degree options that result in institutional recommendation for dual certification. Two of these dual certification programs (as well as a Master in Teaching Program) include an institutional recommendation for the Idaho Blended Early Childhood/Early Childhood Special Education (birth to third grade) certification. Our Blended Early Childhood/Early Childhood Special Education programs were reviewed and approved in 2016.

- Complete documentation for our Blended Early Childhood/Early Childhood Special Education programs, including a description of standards and related program evidence is available [here](#).
- A copy of the completed State Program Approval Rubric showing approval status is available [here](#).

The proposed Early Childhood Intervention BA utilizes the same set of undergraduate courses included in our recently approved programs. A list of the courses included can be found on the comparison of degree requirements across our undergraduate programs that include an institutional recommendation for the Idaho Blended Early Childhood/Early Childhood Special Education certification on the next page.

Given that the proposed Early Childhood Intervention, Bachelor of Arts utilizes existing coursework in our recently approved programs, we are using [Idaho Core Teaching Standards for programs reviewed after July 1, 2016](#) as we did through our recent accreditation (dated November 1, 2013). Along with our existing programs, we will shift to new standards for our next accreditation.

Please let me know if you require any additional information as you consider this proposed Early Childhood Intervention Bachelor of Arts.

Sincerely,

Deb Carter

Deborah Carter, Ph.D., BCBA-D
Professor and Department Chair
Early and Special Education
(208) 426-2804
debcarter@boisestate.edu

1910 University Drive Boise, Idaho 83725-1725
Phone (208) 426-2814 Fax (208) 426-4006 education.boisestate.edu

This letter is an electronic communication from Boise State University

CONSENT **APRIL 19, 2018**

Comparison of Undergraduate Degree Programs Resulting in Institutional Recommendation for Blended ECE/ECSE Birth-Grade 3 Certification

Dual Special Education-Early Childhood Intervention Certification, Bachelor of Arts

<i>Course Number and Title</i>	<i>Credits</i>
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 MATH 257 Geometry and Measurement for Teachers	4
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 (ASL 101 rec.)	3-4
DLS ED-CIFS 201 Foundations of Education	3
DLS ED-LLC 200 Cultural Diversity in the School	3
ED-ESP 221 Foundations of Professional Practice: ECE/ECSE	3
ED-ESP 223 Child Growth and Development	3
ED-ESP 250 Exceptionality in the Schools	3
ED-ESP 255 Educational and Assistive Technology	3
ED-ESP 260 Special Education Policies and Procedures	3
ED-ESP 321 Family and Community Relations: ECE/ECSE	3
ED-ESP 322 ECE/ECSE Methods I	3
ED-ESP 326 Natural Environments, Birth to Three: ECE/ECSE	3
ED-ESP 327 EI/ECSE Assessment	3
ED-ESP 328 ECE/ECSE Methods II	3
ED-ESP 329 Behavior Support in Early Childhood or ED-ESP 345 Positive Behavior Intervention and Support	3
ED-ESP 330 Diagnostic Assessment in Special Education	3
ED-ESP 332 Language Arts for Students with Disabilities	3
ED-ESP 333 Mathematics for Students with Disabilities	3
ED-ESP 358 Students with Severe Disabilities	3
ED-ESP 460 Special Education at the Secondary Level	3
ED-ESP 463 Teaching Experience in Preschool Programs: ECE/ECSE	8
ED-ESP 464 Birth to Three Practicum	2
ED-ESP 467 Teaching Experience in Special Education	12
FF ED-ESP 470 Teaching and Reflection	1
ED-LLC 340 Idaho Comprehensive Literacy (ICLA)	4
CID ED-LLC 440 Content Area Language Arts: K-8	3
KINES 305 Adapted Physical Education (recommended) or KINES 355 Elementary School Health & PE Curriculum & Instruction	3
MATH 157 Number and Operations for Teachers	4
Total	120-122

Dual Early Childhood Intervention-Elementary Education Certification, Bachelor of Arts

<i>Course Number and Title</i>	<i>Credits</i>
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 MATH 257 Geometry and Measurement for Teachers	4
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 (ASL 101 rec.)	3-4
DLS ED-CIFS 201 Foundations of Education	3
DLS ED-LLC 200 Cultural Diversity in the School	3
ED-CIFS 329 Assessment in Teaching and Learning	3
ED-CIFS 330 Elementary Social Studies Curriculum	3
ED-CIFS 331 Elementary Mathematics Curriculum	3
ED-CIFS 332 Elementary Classroom Learning Environments	3
ED-CIFS 333 Elementary Science Curriculum & Instruction or ENGR 385 Science Methods	3-4
ED-CIFS 459 Teaching Experience in Elementary Education	8
ED-ESP 221 Foundations of Professional Practice: ECE/ECSE	3
ED-ESP 223 Child Growth and Development	3
ED-ESP 250 Exceptionality in the Schools	3
ED-ESP 255 Educational and Assistive Technology	3
ED-ESP 260 Special Education Policies and Procedures	3
ED-ESP 321 Family and Community Relations: ECE/ECSE	3
ED-ESP 322 ECE/ECSE Methods I	3
ED-ESP 326 Natural Environments, Birth to Three: ECE/ECSE	3
ED-ESP 327 EI/ECSE Assessment	3
ED-ESP 328 ECE/ECSE Methods II	3
ED-ESP 329 Behavior Support in Early Childhood	3
ED-ESP 463 Teaching Experience in Preschool Programs	8
ED-ESP 464 Birth to Three Practicum	2
FF ED-ESP 470 Teaching and Reflection	1
ED-LLC 340 Idaho Comprehensive Literacy (ICLA)	4
ED-LLC 345 Writing Process and Assessment	3
CID ED-LLC 440 Content Area Language Arts: K-8	3
MATH 157 Number and Operations for Teachers	4
Electives to total 120	0-1
Total	120-122

Early Childhood Intervention, Bachelor of Arts

<i>Course Number and Title</i>	<i>Credits</i>
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 MATH 257 Geometry and Measurement for Teachers	4
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 (ASL 101 recommended)	3-4
DLS ED-CIFS 201 Foundations of Education	3
DLS ED-LLC 200 Cultural Diversity in the School	3
ED-ESP 221 Foundations of Professional Practice: ECE/ECSE	3
ED-ESP 223 Child Growth and Development	3
ED-ESP 250 Exceptionality in the Schools	3
ED-ESP 255 Educational and Assistive Technology	3
ED-ESP 260 Special Education Policies and Procedures	3
ED-ESP 321 Family and Community Relations: ECE/ECSE	3
ED-ESP 322 ECE/ECSE Methods I	3
ED-ESP 326 Natural Environments, Birth to Three: ECE/ECSE	3
ED-ESP 327 EI/ECSE Assessment	3
ED-ESP 328 ECE/ECSE Methods II	3
ED-ESP 329 Behavior Support in Early Childhood	3
ED-ESP 461 Early Childhood Practicum	5
ED-ESP 463 Teaching Experience in Preschool Programs	8
ED-ESP 464 Birth to Three Practicum	2
FF ED-ESP 470 Teaching and Reflection	1
ED-LLC 340 Idaho Comprehensive Literacy (ICLA)	4
ED-LLC 345 Writing Process and Assessment	3
CID ED-LLC 440 Content Area Language Arts: K-8	3
MATH 157 Number and Operations for Teachers	4
Emphasis Area	
Special Education Emphasis	
ED-ESP 332 Language Arts for Students with Disabilities	
ED-ESP 333 Mathematics for Students with Disabilities	
ED-ESP 358 Students with Severe Disabilities	
General Education Emphasis	
ED-CIFS 330 Elementary Social Studies Curriculum	
ED-CIFS 331 Elementary Mathematics Curriculum	
ED-CIFS 333 Elementary Science Curriculum	
Electives to total 120 credits	14-16
Total	120

- Core early childhood intervention courses **highlighted in yellow** – these courses are the same in each degree
- One additional practicum experience in early childhood in new Early Childhood Intervention BA **highlighted in red**

NEW PROGRAM FOR CERTIFICATION REQUEST

Institution: Boise State University Date of Submission: November 17, 2017

Program Name: Early Childhood Intervention, BA

Certification & Endorsement: Blended Early Childhood Education/Early Childhood Special Education Birth through Grade 3

All new educator preparation programs from public institutions require [Program Review and Approval by the State Board of Education](#).

Is this a request from an Idaho **public** institution?

Yes x No

If yes, on what date was the Proposal Form submitted to the State Board of Education? November 2017

Section I: Evidence that the program will cover the knowledge and performances outlined in the [Idaho Standards for Initial Certification of Professional School Personnel](#). Pupil Personal Preparation programs will only need to address content specific standards.

The table below includes the overall standards. Complete the table by adding the specific knowledge and performance enhancement standards that are applicable to the program. Pupil Personal Preparation programs will need to revise the standards to address the content specific standards. Standards can be found in the [Idaho Standards for Initial Certification of Professional School Personnel](#).

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
Standard 1 Knowledge of Subject Matter	The educator knows how young children integrate domains of development (language, cognition, social-emotional, physical, and self-help) as well as traditional content areas of learning (e.g., literacy, mathematics, science, health, safety, nutrition, social studies, art, music, drama, and movement).	All coursework is the same as coursework required in the approved dual certification programs. See detailed standards and evidence tables here . ED-ESP 326, 328 (same coursework as approved dual certification programs)
	The educator understands theories, history, and models that provide the basis for early childhood education and early childhood special education practices as identified in NAEYC Licensure and DEC Personnel Standards.	ED-ESP 221, 321, 328 (same coursework as approved dual certification programs)
	The educator understands the process of self-regulation that assists young children to identify and cope with emotions.	ED-ESP 221, 326, 329 (same coursework as approved dual certification programs)
	The educator understands language acquisition processes in order to support emergent literacy, including pre-linguistic communication and language development.	ED-ESP 221, 326, 328 (same coursework as approved dual certification programs)

CONSENT
APRIL 19, 2018

STANDARD	Enhancement Standards Knowledge & Performance	Coursework All coursework is the same as coursework required in the approved dual certification programs. See detailed standards and evidence tables here .
	The educator understands the elements of play and how play assists children in learning.	ED-ESP 221, 326, 327 (same coursework as approved dual certification programs)
	The educator understands nutrition and feeding relationships so children develop essential and healthy eating habits.	ED-ESP 221, 326 (same coursework as approved dual certification programs)
	The educator understands that young children are constructing a sense of self, expressing wants and needs, and understanding social interactions that enable them to be involved in friendships, cooperation, and effective conflict resolutions.	ED-ESP 221, 326, 329 (same coursework as approved dual certification programs)
	The educator understands the acquisition of self-help skills that facilitate the child's growing independence (e.g., toileting, dressing, grooming, hygiene, eating, and sleeping).	ED-ESP 221, 326, 328 (same coursework as approved dual certification programs)
	The educator understands the comprehensive nature of children's well being in order to create opportunities for developing and practicing skills that contribute to healthful living and enhanced quality of life.	ED-ESP 221, 321, 328 (same coursework as approved dual certification programs)
	The educator demonstrates the application of theories and educational models in early childhood education and special education practices.	ED-ESP 321, 328 (same coursework as approved dual certification programs)
	The educator applies fundamental knowledge of English language arts, science, mathematics, social studies, the arts, health, safety, nutrition, and physical education for children from birth through age 2, ages 3-5, and grades K-3.	ED-ESP 322, 328, Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
Standard 2 Knowledge of Human Development and Learning	The educator knows that family systems are inextricably tied to child development.	ED-ESP 221, 321, 328 (same coursework as approved dual certification programs)
	The educator understands the typical and atypical development of infants' and young children's attachments and relationships with primary caregivers.	ED-ESP 326 (same coursework as approved dual certification programs)
	The educator understands how learning occurs and that young children's development influences learning and instructional decisions.	ED-ESP 221, 322, 328 (same coursework as approved dual certification programs)
	The educator understands pre-, peri-, and postnatal development and factors, such as biological and environment conditions that affect children's development and learning.	ED-ESP 326 (same coursework as approved dual certification programs)
	The educator understands the developmental consequences of stress and trauma, protective factors and resilience, the development of mental health, and the importance of supportive relationships.	ED-ESP 221, 326 (same coursework as approved dual certification programs)
	The educator identifies pre-, peri-, and postnatal development and factors, such as biological and environment conditions that affect children's development and learning.	ED-ESP 326 (same coursework as approved dual certification programs)
	The educator addresses the developmental consequences of stress and trauma, protective factors and resilience, the development of mental health, and the importance of supportive relationships.	ED-ESP 221 (same coursework as approved dual certification programs)

CONSENT
APRIL 19, 2018

STANDARD	Enhancement Standards Knowledge & Performance	Coursework All coursework is the same as coursework required in the approved dual certification programs. See detailed standards and evidence tables here .
Standard 3 Adapting Instruction for Individual Needs	The educator knows aspects of medical care for premature development, low birth weight, young children who are medically fragile, and children with special health care needs, and knows the concerns and priorities associated with these medical conditions as well as their implications on child development and family resources.	ED-ESP 321, 326 (same coursework as approved dual certification programs)
	The educator understands variations of beliefs, traditions, and values regarding disability across cultures and the effect of these on the relationships among the child, family, and their environments.	ED-ESP 221, 250, 327 (same coursework as approved dual certification programs)
	The educator knows the characteristics of typical and atypical development and their educational implications and effects on participation in educational and community environments.	ED-ESP 221, 328 (same coursework as approved dual certification programs)
	The educator knows how to access information regarding specific children's needs and disability-related issues (e.g. medical, support, and service delivery).	ED-ESP 321 (same coursework as approved dual certification programs)
	The educator locates, uses, and shares information about the methods for the care of young children who are medically fragile and children with special health care needs, including the effects of technology and various medications on the educational, cognitive, physical, social, and emotional behavior of children with disabilities.	ED-ESP 326 (same coursework as approved dual certification programs)
Standard 4 Multiple Instructional Strategies	The educator knows the characteristics of physical environments that must vary to support the learning of children from birth through age 2, ages 3-5, and grades K-3 (e.g., schedule, routines, and transitions).	ED-ESP 322, 328 (same coursework as approved dual certification programs)
	The educator uses developmentally appropriate methods to help young children develop intellectual curiosity, solve problems, and make decisions (e.g., child choice, play, small group projects, open-ended questioning, group discussion, problem solving, cooperative learning, and inquiry and reflection experiences).	ED-ESP 328 (same coursework as approved dual certification programs)
	The educator uses instructional strategies that support both child-initiated and adult-directed activities.	ED-ESP 328 (same coursework as approved dual certification programs)
Standard 5 Classroom Motivation and Management Skills	The educator understands the importance of routines as a teaching strategy.	ED-ESP 329 (same coursework as approved dual certification programs)
	The educator knows that physically and psychologically safe and healthy learning environments promote security, trust, attachment, and mastery motivation in young children.	ED-ESP 329 (same coursework as approved dual certification programs)
	The educator understands applicable laws, rules, regulations, and procedural safeguards regarding behavior management planning and plan implementation for children with disabilities.	ED-ESP 329 (same coursework as approved dual certification programs)
	The educator understands applied behavioral analysis and ethical considerations inherent in behavior management.	ED-ESP 329 (same coursework as approved dual certification programs)
	The educator understands crisis prevention and intervention practices.	ED-ESP 329 (same coursework as approved dual certification programs)

CONSENT
APRIL 19, 2018

STANDARD	Enhancement Standards Knowledge & Performance	Coursework All coursework is the same as coursework required in the approved dual certification programs. See detailed standards and evidence tables here .
	The educator knows a variety of strategies and environmental designs that facilitate a positive social and behavioral climate.	ED-ESP 329 (same coursework as approved dual certification programs)
	The educator promotes opportunities for young children in natural and inclusive settings.	ED-ESP 328 (same coursework as approved dual certification programs)
	The educator embeds learning objectives within everyday routines and activities.	ED-ESP 328 (same coursework as approved dual certification programs)
	The educator creates an accessible learning environment, including the use of assistive technology.	ED-ESP 328, Standard Performance Assessment of Teaching (S-PAT) (same coursework as approved dual certification programs)
	The educator provides training and supervision for the classroom paraprofessional, aide, volunteer, and peer tutor.	Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
	The educator creates an environment that encourages self-advocacy and increased independence.	ED-ESP 221, 326 (same coursework as approved dual certification programs)
	The educator implements the least intrusive and intensive intervention consistent with the needs of children.	Professional Year Assessment (PYA), Standard Performance Assessment of Teaching (S-PAT), Candidate Learning Outcome (SLO) (same coursework as approved dual certification programs)
	The educator conducts functional behavior assessments and develops positive behavior supports.	ED-ESP 329 (same coursework as approved dual certification programs)
Standard 6 Communication Skills	The educator adjusts language and communication strategies for the developmental age and stage of the child.	Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
Standard 7 Instructional Planning Skills	The educator understands theory and research that reflect currently recommended professional practice for working with families and children (from birth through age 2, ages 3-5, and grades K-3).	ED-ESP 221, 326, 327 (same coursework as approved dual certification programs)
	The educator designs meaningful play experiences and integrated learning opportunities for development of young children.	ED-ESP 328, Standard Performance Assessment of Teachers (S-PAT) (same coursework as approved dual certification programs)
	The educator assists families in identifying their resources, priorities, and concerns in relation to their children's development and provides information about a range of family-oriented services based on identified resources, priorities, and concerns through the use of the Individualized Education Programs (IEP).	ED-ESP 322, 326 (same coursework as approved dual certification programs)
	The educator supports transitions for young children and their families (e.g., hospital, home, Infant/Toddler programs, Head Start, Early Head Start, childcare programs, preschool, and primary programs). The educator analyzes activities and tasks and uses procedures for determining and monitoring children's skill levels and progress.	ED-ESP 326 (same coursework as approved dual certification programs)
	The educator analyzes activities and tasks and uses procedures for determining and monitoring children's skill levels and progress.	ED-ESP 322, 328, Standard Performance Assessment of Teachers (S-PAT) (same coursework as approved dual certification programs)
	The educator evaluates and links children's skill development to that of same age peers.	Standard Performance Assessment of Teachers (S-PAT) (same coursework as approved dual certification programs)

CONSENT
APRIL 19, 2018

STANDARD	Enhancement Standards Knowledge & Performance	Coursework All coursework is the same as coursework required in the approved dual certification programs. See detailed standards and evidence tables here .
Standard 8 Assessment of Student Learning	The educator understands the legal provisions, regulations, guidelines, and ethical concerns regarding assessment of children.	ED-ESP 327 (same coursework as approved dual certification programs)
	The educator knows that developmentally appropriate assessment procedures reflect children's behavior over time and rely on regular and periodic observations and record keeping of children's everyday activities and performance.	ED-ESP 322, 327, 328 (same coursework as approved dual certification programs)
	The educator knows the instruments and procedures used to assess children for screening, pre-referral interventions, referral, and eligibility determination for special education services or early intervention services for birth to three years.	ED-ESP 250, 327 (same coursework as approved dual certification programs)
	The educator knows the ethical issues and identification procedures for children with disabilities, including children from culturally and linguistically diverse backgrounds.	ED-ESP 250, 327 (same coursework as approved dual certification programs)
	The educator assesses all developmental domains (e.g., social-emotional, fine and gross motor, cognition, communication, and self-help).	ED-ESP 322, 327 (same coursework as approved dual certification programs)
	The educator implements services consistent with procedural safeguards in order to protect the rights and ensure the participation of families and children.	ED-ESP 322, 326 (same coursework as approved dual certification programs)
	The educator collaborates with families and professionals involved in the assessment of children.	ED-ESP 322, 327 (same coursework as approved dual certification programs)
	The educator conducts an ecological assessment and uses the information to modify various settings as needed and to integrate the children into those setting.	ED-ESP 326, Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
Standard 9 Professional Commitment and Responsibility	The educator understands NAEYC Licensure and DEC Personnel Standards.	ED-ESP 221 (same coursework as approved dual certification programs)
	The educator practices behavior congruent with NAEYC Licensure and DEC Personnel Standards.	ED-ESP 322, 328, Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
Standard 10 Partnerships	The educator knows the National Association for the Education of Young Children (NAEYC) and the Division for Early Childhood (DEC) Code of Ethics.	ED-ESP 221 (same coursework as approved dual certification programs)
	The educator knows family systems theory and its application to the dynamics, roles, and relationships within families and communities.	ED-ESP 321 (same coursework as approved dual certification programs)
	The educator knows community, state, and national resources available for young children and their families.	ED-ESP 321 (same coursework as approved dual certification programs)
	The educator understands the role and function of the service coordinator and related service professionals in assisting families of young children.	ED-ESP 321, 326 (same coursework as approved dual certification programs)
	The educator knows basic principles of administration, organization, and operation of early childhood programs (e.g., supervision of staff and volunteers, and program evaluation).	ED-ESP 327 (same coursework as approved dual certification programs)

CONSENT
APRIL 19, 2018

STANDARD	Enhancement Standards Knowledge & Performance	Coursework All coursework is the same as coursework required in the approved dual certification programs. See detailed standards and evidence tables here .
	The educator knows the rights and responsibilities of parents/guardians, students, teachers, professionals, and programs as they relate to children with disabilities.	ED-ESP 250, 260 (same coursework as approved dual certification programs)
	The educator understands how to effectively communicate and collaborate with children, parents/guardians, colleagues, and the community in a culturally responsive manner.	ED-ESP 221, 321 (same coursework as approved dual certification programs)
	The educator practices behavior congruent with the NAEYC Code of Ethics and the Division for Early Childhood Code of Ethics.	Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
	The educator demonstrates skills in communicating, consulting and partnering with families and diverse service delivery providers (e.g., home services, childcare programs, school, and community) to support the child's development and learning.	ED-ESP 326, Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
	The educator identifies and accesses community, state, and national resources for young children and families.	ED-ESP 326 (same coursework as approved dual certification programs)
	The educator advocates for young children and their families.	ED-ESP 221 (same coursework as approved dual certification programs)
	The educator creates a manageable system to maintain all program and legal records for children.	ED-ESP 322, 328, Professional Year Assessment (PYA) (same coursework as approved dual certification programs)
	The educator encourages and assists families to become active participants in the educational team, including setting instructional goals for and charting progress of children.	ED-ESP 322, 327, 328 (same coursework as approved dual certification programs)
	The educator demonstrates respect, honesty, caring, and responsibility in order to promote and nurture an environment that fosters these qualities.	ED-ESP 322, 328, Professional Year Assessment (PYA) (same coursework as approved dual certification programs)

CONSENT
APRIL 19, 2018

Section II: New Program Course Requirements

Please see Comparison of Undergraduate Degree Programs Resulting in Institutional Recommendation for Blended Early Childhood Education/Early Childhood Special Education Birth to Grade 3 document on second page of this pdf file. The far-right column labeled Early Childhood Intervention, Bachelor of Arts includes a list of all degree requirements for the proposed BA in Early Childhood Intervention.

Please also see complete documentation for our Blended Early Childhood Education/Early Childhood Special Education programs, including a description of standards and related program evidence [here](#).

College Chair/Director/Dean (Institution): Deb Carter

Date: 11/17/17

Graduate Chair/Director/Dean or other official (Institution; as applicable): _____

Date: _____

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CONSENT
APRIL 19, 2018

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates

REFERENCE

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.
February 2018	Board approved seven (7) provisional certificates for the 2017-18 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well Educated Citizenry, Objective A: Access

BACKGROUND/DISCUSSION

Three (3) 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.

Chief Tahgee Elementary Academy #483

Applicant Name: Sowell, Lorinda

Content & Grade Range: All Subjects K-8

Educational Level: BA, Education 12/2013

Declared Emergency: December 19, 2017, Chief Tahgee Elementary Academy Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: This candidate has worked in the district for two years under an alternative authorization. She has been unable to successfully complete the ABCTE testing. The district has opened the position

CONSENT
APRIL 19, 2018

for the 2018-19 school year, but wishes to keep her in the position for the remainder of the 2017-2018 school year.

PSC Review: The Professional Standards Commission Authorizations Committee met January 26, 2018. The committee recommends Chief Tahgee Elementary Academy's request for Lorinda Sowell without reservation.

Coeur d'Alene School District #271

Applicant Name: Erickson, Bryce

Content & Grade Range: Physical Education K-12

Educational Level: BA, Human Performance & Sports 12/2006

Declared Emergency: November 7, 2017, Coeur d'Alene School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: This candidate is working in the district for their second year. The first year was on an Alternative Authorization with a plan through Lewis-Clark State College (LCSC). The candidate did not take any coursework in the 2017-18 school year and therefore does not meet renewal requirements. Funding has been withheld for this position. The district has a new plan from LCSC and will work with the candidate to meet renewal requirements for 2018-19 school year.

PSC Review: The Professional Standards Commission Authorizations Committee met January 26, 2018. The committee recommends Coeur d'Alene School District's request for Bryce Erickson without reservation.

Middleton School District #134

Applicant Name: Warner, Jana

Content & Grade Range: Social Studies 6-12

Educational Level: BA, Multidisciplinary Studies 12/2015

Declared Emergency: December 11, 2017, Middleton School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: Middleton School District terminated a teacher. Ms. Warner was employed in the district and was reassigned while the position was posted. The courses began 10/4/17 and will not go into the second semester if a suitable candidate is found.

PSC Review: The Professional Standards Commission Authorizations Committee met January 26, 2018. The committee recommends Middleton School District's request for Jana Warner 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,

CONSENT
APRIL 19, 2018

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 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 a one-year emergency provisional certificate for Lorinda Sowell to teach All Subjects grades kindergarten through eight (8) in the Chief Tahgee Elementary Academy #483 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Bryce Erickson to serve as Physical Education Teacher grades kindergarten through twelve (12) in the Coeur d’Alene School District #271 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
APRIL 19, 2018

I move to approve a one-year emergency provisional certificate for Jana Warner to teach Social Studies grades six (6) through twelve (12) in the Middleton School District #134 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
APRIL 18, 2018

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 4: Effective and Efficient Educational System; Objective A: Quality Teaching Workforce

BACKGROUND/DISCUSSION

Idaho Statute Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The Commission consists of eighteen (18) members including one (1) from the State Department of Education and one (1) from the Division of Career Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho Association of Colleges for Teacher Education, the Idaho Education Association, Northwest Professional Educators, the Idaho Indian Education Committee, and the Idaho Association of Secondary School Principals. Resumes for interested individuals are attached.

Career Technical Education:

- Kristi Enger (reappointment)

Elementary School Principal:

- Dr. Elisa Saffle (reappointment), Idaho Association of Elementary School Principals

School Board Member:

- Margaret Chipman, Weiser School District (reappointment), Idaho School Boards Association

CONSENT
APRIL 18, 2018

- Karen Echeverria, Idaho School Boards Association
- Quinn Perry, Idaho School Boards Association
- Matthew Broncho, Idaho Indian Education Committee

Private Higher Education:

- Terah Moore, College of Idaho, Idaho Association of the Colleges of Teacher Education
- LoriAnn Sanchez, Northwest Nazarene University, Idaho Association of the Colleges of Teacher Education
- Scott Gardner, BYU Idaho, Idaho Association of the Colleges of Teacher Education

Exceptional Child Teacher:

- Marianne Sletteland, Potlatch School District, Idaho Education Association
- Christine Kaufman, Lewiston School District, Idaho Education Association
- Jason Stucki, American Falls School District, Idaho Education Association
- Melanie Redwater, Blackfoot School District, Idaho Indian Education Committee

Classroom Teacher:

- Topher Wallaert (elementary school teacher), Mountain Home School District (reappointment), Idaho Education Association
- Angela Gillman (elementary school teacher), Idaho Falls School District, Idaho Education Association
- Kristin Burns (elementary school teacher), St. Maries School District, Idaho Education Association
- Paul Collins (elementary school teacher), Moscow Charter School, Northwest Professional Educators
- Vanessa Hylton (elementary school teacher), Moscow Charter School, Northwest Professional Educators
- Kelly Jo Fisk (elementary school teacher), Blackfoot Charter School, Northwest Professional Educators
- Iris Chimburas (elementary school teacher), Lapwai School District, Idaho Indian Education Committee
- Sheila Hewett (elementary school teacher), Lapwai School District, Idaho Indian Education Committee

STAFF COMMENTS AND RECOMMENDATIONS

At the June 2016 Board meeting the Board discussed the importance of representation on various state level committees by representatives of Idaho's underserved populations. It was determined at that time that the Department would amend its practices for seeking nominations for positions on the Professional Standards Commission. The new practice would include reaching out not only to the identified stakeholder groups, but to also other education community groups to allow individuals who are not connected to the standard

CONSENT
APRIL 18, 2018

chains of communications the opportunity to apply or submit nominations for positions that may be opening up, whether they were due to terms expiring or from member resignations. The nominations provided include four nominations across three positions from the Board's Indian Education Committee in accordance with this change.

Pursuant to Section 33-1252(2), Idaho Code, "Except for the member from the staff of the State Department of Education, and the member from the staff of the Division of Career Technical Education, three (3) nominees for each position on the commission shall be submitted to the State Superintendent of Public Instruction, for the consideration of the State Board of Education. Any state organization of teachers whose membership is open to all certificated teachers in the state may submit nominees for positions to be held by classroom teachers; the Idaho association of school superintendents may submit nominees for one (1) position, the Idaho association of secondary school principals may submit nominees for one (1) position; the Idaho association of elementary school principals may submit nominees for one (1) position; the Idaho school boards association may submit nominees for one (1) position; the Idaho association of special education administrators may submit nominees for one (1) position; the education departments of the private colleges of the state may submit nominees for one (1) position, the community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position." At this time only one nomination is being provided for the Elementary School Position, the nomination is for a reappointment.

Additionally, Section 33-1252, Idaho Code requires not less than seven (7) member be certificated classroom teachers in the public schools system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. While not required, historical practice has been to identify whether a teacher serving on the commission is an elementary or secondary school teacher to assure a balance in the representation on the Commission.

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members	Page 7
Attachment 2 -- Resume for Kristi Enger	Page 9
Attachment 3 – Resume for Dr. Elisa Saffle	Page 12
Attachment 4 – Resume for Margaret Chipman	Page 14
Attachment 5 – Resume for Karen Echeverria	Page 17
Attachment 6 – Resume for Quinn Perry	Page 22
Attachment 7 – Resume for Matthew Broncho	Page 24
Attachment 8 – Nomination Selection Email for Terah Moore	Page 29
Attachment 9 – Nominee email, LoriAnn Sanchez and Scott Gardner	Page 31
Attachment 10 – Resume for Marianne Sletteland	Page 33
Attachment 11 – Resume for Christine Kaufman	Page 42

CONSENT
APRIL 18, 2018

Attachment 12 – Resume for Jason Stucki	Page 49
Attachment 13 – Resume for Melanie Redwater	Page 56
Attachment 14 – Resume for Topher Wallaert	Page 60
Attachment 15 – Resume for Angela Gillman	Page 62
Attachment 16 – Resume for Kristin Burns	Page 73
Attachment 17 – Resume for Paul Collins	Page 79
Attachment 18 – Resume for Vanessa Hylton	Page 80
Attachment 19 – Resume for Kelly Jo Fisk	Page 81
Attachment 20 – Resume for Iris Chimburas	Page 85
Attachment 21 – Resume for Sheila Hewett	Page 88

BOARD ACTION

I move to reappoint Kristi Enger as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2021, representing Career Technical Education.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Dr. Elisa Saffle as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2021, representing Elementary School Principals.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Margaret Chipman as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2021, representing School Board Members.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Terah Moore as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2021, representing Private Higher Education.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

CONSENT
APRIL 18, 2018

I move to appoint Marianne Sletteland as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2019, representing Exceptional Child Education.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to reappoint Topher Wallaert as a member of the Professional Standards Commission for a three-year term effective July 1, 2018, and ending June 30, 2021, representing Public School Classroom Teachers.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

I move to appoint Iris Chimburas as a member of the Professional Standards Commission for a three-year term effective July 1, 2018, and ending June 30, 2021, representing Public School Classroom Teachers.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

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CONSENT
APRIL 18, 2018

Professional Standards Commission Members 2017-2018

Clara Allred
Special Education Administrator
Twin Falls SD #411
Term expires 06/30/2020
Nominated by: Idaho Association of Special
Education Administrators

Margaret Chipman
School Board Member
Weiser SD #431
Term expires 06/30/2018
Nominated by: Idaho School Boards Association

Steve Copmann
Secondary School Principal
Cassia County SD #151
Term expires 06/30/2019
Nominated by: Idaho Association of Secondary
School Principals

Kathy Davis
Secondary Classroom Teacher
St. Maries Joint SD #041
Term expires 06/30/2019
Nominated by: Idaho Education Association

Kristi Enger
Division of Career Technical Education
Term expires 06/30/2018

Mark Gorton
Secondary Classroom Teacher
Lakeland Joint SD #272
Term expires 06/30/2019
Nominated by: Northwest Professional Educators

Dana Johnson
Private Higher Education
Brigham Young University-Idaho
Term expires 06/30/2018
Nominated by: Idaho Association of the Colleges
of Teacher Education

Pete Koehler
Department of Education

Marjean McConnell
School Superintendent
Bonneville Joint SD #093
Term expires 06/30/2019
Nominated by: Idaho School Superintendents
Association

Charlotte McKinney
Secondary Classroom Teacher
Mountain View SD #244
Term expires 06/30/2020
Nominated by: Idaho Education Association

Dr. Taylor Raney
Public Higher Education
University of Idaho
Term expires 06/30/2019
Nominated by: Idaho Association of the Colleges
of Teacher Education

Dr. Tony Roark
Public Higher Education-Letters and Sciences
Boise State University
Term expires 06/30/2019
Nominated by: Idaho Association of the Colleges
of Teacher Education

Dr. Elisa Saffle
Elementary School Principal
Bonneville Joint SD #093
Term expires 06/30/2018
Nominated by: Idaho Association of Elementary
School Principals

Dr. Jennifer Snow
Public Higher Education
Boise State University
Term expires 06/30/2020
Nominated by: Idaho Association of the Colleges
of Teacher Education

CONSENT
APRIL 18, 2018

Topher Wallaert
Elementary Classroom Teacher
Mountain Home SD #193
Term expires 06/30/2018
Nominated by: Idaho Education Association

Virginia Welton
Exceptional Child Education
Coeur d'Alene SD #271
Term expires 06/30/2019
Nominated by: Northwest Professional Educators

Mike Wilkinson
School Counselor
Twin Falls SD #411
Term expires 06/30/2019
Nominated by: Idaho Education Association

Kim Zeydel
Secondary Classroom Teacher
West Ada SD #2
Term expires 06/30/2018
Nominated by: Northwest Professional Educators

CONSENT
APRIL 19, 2018

From: Dwight Johnson
To: [Danielle Rumsey](#)
Cc: [Kristi Enger](#); [Steve Rayborn](#)
Subject: RE: PSC Nomination Information
Date: Tuesday, March 6, 2018 10:34:54 AM
Attachments: [image002.png](#)
Importance: High

Danielle,

Thank you for your email. Yes, we are pleased to support the reappointment of Kristi Enger to continue to serve on the Professional Standards Commission. Please let me know if you need any additional information from us.

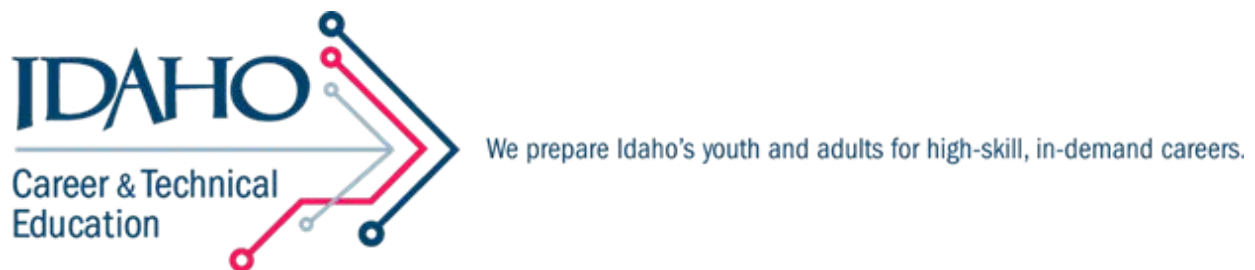
Best!

Dwight

Dwight A. Johnson

State Administrator

P: 208.429-5501 C: 208.841-8833



From: Danielle Rumsey [mailto:drumsey@sde.idaho.gov]
Sent: Monday, March 05, 2018 12:31 PM
To: Dwight Johnson <Dwight.Johnson@cte.idaho.gov>
Subject: PSC Nomination Information

Good afternoon Mr. Johnson:

I'm just following up with you to verify the reappointment of Kristi Enger to the Professional Standards Commission, or of a new nomination. We are currently working on getting the nomination information prepared to be an agenda item for the State Board of Education's April meeting, and would like the information at your earliest convenience. An email confirmation would perfectly suffice.

Please let me know if you have any questions.

Kind regards,

Danielle Renee' Rumsey

Danielle Rumsey | Administrative Assistant | Certification & Professional Standards

CONSENT
APRIL 19, 2018

Kristi A. Enger

2258 N Morello Avenue • Meridian, Idaho 83646 • Phone: 208-794-0239 • kenger@cablone.net

Objective: Combine my strengths as an educational leader, professional-technical program coordinator, counselor, and business educator in providing statewide leadership for professional-technical education as secondary coordinator.

Recent Professional Honors and Activities

Leadership In Career Development Award (<i>Idaho Career Information System</i>), 2010 National Leadership Cadre (<i>OVAE School Counseling State Consortium, 1 of 8 states</i>), 2006
--

Professional Experience

IDAHO DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION – Boise, Idaho

State of Idaho education agency responsible for programs leading to less than a Baccalaureate degree

Secondary Coordinator; Career Guidance Coordinator; IOT & Marketing Education Program Manager, 6/2005 to Present

Coordinate career guidance grades 7-16 statewide to support professional-technical programs and access for all students, including special populations. Manage individualized occupational training and marketing education programs toward the Division's quality initiative. Coordinate programs associated with the *High Schools That Work* school reform model. Represent the Division as a superintendents' liaison.

Selected Accomplishments:

- Provide technical assistance to the field at the secondary and postsecondary levels in the areas of career guidance, student learning plans, work-based learning, single parent/displaced homemaker and other special populations, and marketing education.
- Provide technical assistance to the field with regard to questions related to Perkins, and other state and federal legislation.
- Facilitate various groups of internal and external stakeholders in generating quality products and program direction such as:
 - Resource development for Idaho grades 7-12 based on direction provided by postsecondary technical college Curriculum development for the Idaho School Counseling Model and IOT
 - Curriculum development related to the American Careers Student Planner and Idaho Career Planning Guide
 - Career Pioneer Network implementation in response to Perkins IV and Idaho's low nontraditional field measures of enrollment and completion at the secondary and postsecondary levels.
- Administer and provide technical assistance to the Centers for New Directions.
- Communicate regularly with the field through various means, including two e-Newsletters—*Career Connection*, and *Diamond Points*.
- Define professional development needs and develop learning opportunities for grades 7-20 counselors, work-based learning coordinators, marketing education instructors, and other educational personnel.
- Network with educational and industry professionals throughout Idaho in an effort to promote professional-technical education, access for all, and career pathway education and employment.

GLENNS FERRY SCHOOL DISTRICT NO. 192 – Glenns Ferry, Idaho

Local education agency

High School Principal, 6/1999 to 6/2005

Supervised instruction and provided educational leadership to a staff of 32 certificated and classified staff in academic, co-curricular, and extracurricular activities. Served as district professional-technical online administrator, district curriculum coordinator, and K-12 summer school administrator

Selected Accomplishments:

- Coordinated district curriculum writing in English and mathematics.
- Authored successful Title I CSR Grant to assist in implementing *High Schools That Work* systemic school reform and provided collaborative leadership to involve all staff in improving student achievement.
- Administered high school general budget and special project funds, and Associated Student Body funds as district's assistant treasurer.

CONSENT
APRIL 19, 2018

THREE FORKS SCHOOL DISTRICT – Three Forks, Montana

Local education agency

K-6 Counselor, Drug-Free Schools Coordinator, Technology Coordinator, 8/1995 to 5/1999

Secured resources and implemented K-6 guidance curriculum. Established and maintained collaborative relationships with instructional staff, students, and parents toward facilitating student success. Facilitated district-wide technology implementation, growth, and maintenance.

Selected Accomplishments:

- Provided individual, group and family counseling as requested/identified.
- Established *Sidekick* mentoring program (K-12) in collaboration with Big Brothers Big Sisters, and secured grant funding to establish *Bridging the Gap* after-school program.

WILLOW CREEK SCHOOL DISTRICT – Willow Creek, Montana

Local education agency

K-12 Counselor, Drug-Free Schools Coordinator, Title I Coordinator, 8/1995 to 5/1999

Selected Accomplishments:

- Administered Title I program in cooperation with Title I staff.
- Established electronic student database.

POPLAR PUBLIC SCHOOL DISTRICT – Poplar, Montana

Local education agency

High School Counselor, 6/1991 to 5/1995

Selected Accomplishments:

- Established crisis intervention management plan and trained staff in same.
- Developed and implemented counseling curriculum, K-12.

Business Education Instructor, 8/1987 to 5/1991

Selected Accomplishments:

- Designed, maintained, and upgraded PC-compatible lab.
- Implemented student store as authentic, project-based, learning laboratory.

Professional Memberships

American School Counseling Association, Idaho Counseling Association, Idaho School Counseling Association
Association for Career and Technical Education, Career and Technical Educators of Idaho
Idaho Career Guidance Association, Idaho Career Development Association

Education

MONTANA STATE UNIVERSITY – Bozeman, Montana

Administrative Endorsement, Educational Leadership, 8/1998

MONTANA STATE UNIVERSITY – Bozeman, Montana

Masters of Education, 8/1994

- Major: Guidance and Counseling | Graduated with highest honors

MONTANA STATE UNIVERSITY – Bozeman, Montana

Bachelor of Science, 3/1986

- Major: Business Education/Office Systems | Minor: Business Management | Graduated with highest honors
-

Elisa S. Saffle

5455 Denning Ave., Iona, Idaho 83427
208-244-2757

elisasaffle@gmail.com

EDUCATION:

Educational Specialist Educational Administration: Idaho State University, Pocatello, Idaho
May 2009

Master of Education Educational Administration: Idaho State University, Pocatello, Idaho
December 2008

Master of Education Curriculum and Instruction – Mathematics Specialist: Kent State University, Kent, Ohio
August 2000

Bachelor of Arts in Mathematics – Secondary Teaching Certification: Malone College, Canton, Ohio
May 1995

CERTIFICATION:

Idaho: Superintendent Pre K – 12, School Principal Pre K – 12, Mathematics 6 – 12

EXPERIENCE:

Bonneville Joint School District #93, Idaho Falls, Idaho

Elementary School Principal: June 2013 to present – Hillview Elementary School

- Ensured implementation of professional learning communities focusing on student learning and growth.
- Responsible for making discipline decisions for prevention and consequences.
- Provided all certified and classified employee evaluations.
- Completed walk-throughs for snapshots of teacher effectiveness.
- Prepared professional development plans with teachers.
- Collaborated with parents for family activities, fundraisers, volunteers, and school needs.
- Responsible for school finances and budgeting.

High School Assistant Principal: July 2009 to June 2013 – Hillcrest High School

- Responsible for making discipline decisions for prevention and consequences.
- Provided teacher evaluations for the mathematics, physical education, and fine arts departments.
- Completed walk-throughs for snapshots of teacher effectiveness.
- Organized the school accreditation process and site visit with the Northwest Accreditation Commission.
- Scheduled teachers for extra supervision responsibilities.
- Supervised athletic, extra-curricular, and co-curricular events.
- Contributed to the planning and development of the master schedule.
- Helped organize the high school course description book.
- Served as member of the district calendar committee.
- Supervised school clubs.

Idaho Falls School District #91, Idaho Falls, Idaho

Coordinator of Staff Development: July 2008 to June 2009

- Managed part of the district Federal Title II funds to facilitate professional learning.
- Responsible for scheduling, designing, and teaching graduate level continuing education courses.
- Organized and executed the *Whole Child, Whole Teacher* conference for over 800 educators.
- Planned and carried out new teacher induction and monthly academies to train and retain new teachers.
- Led the mentoring and professional development committees.

Coordinator of Assessment and Program Evaluation: June 2007 to June 2008 (interim position)

- Responsible for implementing federal and state mandated K-12 assessments.
- Supervised the district ISAT (Idaho Standards Achievement Test) Coordinator.
- Collaborated with Directors of Elementary and Secondary and Coordinator of Curriculum and Professional Development on assessment, curriculum, and professional development projects.
- Communicated regularly with the State Department of Education and the Office of the State Board of Education for clarification and compliance issues.
- Trained and supervised the Idaho Reading Indicator (IRI) proctors.
- Analyzed national, state, and local data for instructional and curricular decision-making.

**CONSENT
APRIL 19, 2018**

Math Curriculum Specialist: June 2004 to June 2007

- Responsible for the mathematics curriculum needs of the district including in-service opportunities, trainings, updating assessments, and alignment of mathematics curriculum.

Junior High School Math Teacher: August 2000 to August 2006 – Clair E. Gale Jr. High School

- Taught ninth grade Geometry and Algebra and seventh grade Pre-Algebra.

ACT Preparation Teacher: October 2003 to May 2004 – Community Education Program

- Prepared high school students for the English, Mathematics, Reading, and Science ACT Tests.

North Olmsted City Schools, North Olmsted, Ohio

High School Math Teacher: North Olmsted High School, North Olmsted, Ohio.

August 1997 to August 1999.

Lakeland Community College, Kirtland, Ohio

Part-time Instructor: April 1996 to June 1996 – Math 094

Other Teaching Experience

Continuing Education Graduate Courses:

- The Core Six Essential Teaching Strategies – Teaching Strategies for Common Core Implementation
- Tools for Teaching – Discipline, Instruction, and Motivation
- Responsive Teaching – Instructional Strategies for the Differentiated Classroom
- Sheltered Instruction Observation Protocol (SIOP) I – Introduction to the Eight Components
- Sheltered Instruction Observation Protocol (SIOP) II
- New Teacher Induction
- New Teacher Academy
- Teacher Academy
- Mathematics Academy – Focus on Remediation
- Mathematics Academy – Focus on Differentiation

Workshops and Seminars:

- Questioning Strategies
- Writing Content and Language Objectives
- Closing the Achievement Gap
- 9 Strategies of Classroom Instruction that Works
- Understanding and Using Assessment Data
- Engaging Students
- Grouping and Interaction

Long-term Substitute Teacher: November 1996 to June 1997 – Greene Middle School, Smithville, Ohio, August 1996 to November 1996 – Wooster High School, Wooster, Ohio, November 1999 to June 1999 – Fox Hollow Elementary School, Idaho Falls, Idaho

Substitute Teacher: September 1995 to June 1996 – Fairport Harbor, Painesville City and Township, Ohio

Summer School Teacher: July 1996, June 1995 to July 1995 – Painesville Township, Ohio, June 2001 to June 2003 – Idaho Falls, Idaho

Math Proficiency Preparation Tutor: October 1995 and February 1996 – Fairport, Ohio.

ORGANIZATIONS AND ACTIVITIES:

Project Leadership

Idaho LEADS

Association for Supervision and Curriculum Development (ASCD)

Delta Kappa Gamma – Honor Society of Women Educators

Idaho Association of School Administrators (IASA)

Idaho Association of Elementary School Principals (IAESP)

National Association of Elementary School Principals (NAESP)

Idaho Association of Secondary School Principals (IASSP)

National Association of Secondary School Principals (NASSP)

Coordinator of Idaho Association of Student Council (IASC) Region V/IV Conference 2010



February 28, 2018

Members of the Idaho State Board of Education
c/o Lisa Colón Durham
Professional Standards Commission
PO Box 83720
Boise, ID 83720-0027

Re: Appointment to the Professional Standards Commission

Dear State Board of Education Members:

Thank you for the opportunity to present three names for your consideration for the Idaho School Board Association appointment to the Idaho Professional Standards Commission.

Though we have three names to submit, the ISBA would ask for your consideration of our first choice, Margaret Chipman. The three names being submitted are:

Margaret Gail Felton Chipman
Karen Echeverria
Quinn Perry

It is our understanding that you will make this decision at your April meeting. If the candidates or I need to be present, please advise us at your earliest convenience.

Thank you again for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Karen Echeverria". The signature is written in a cursive style with a large, stylized "K" and "E".

Karen L. Echeverria
Executive Director

Enclosures:

1. Letter and resume for Margaret Chipman;
2. Letter and resume for Karen Echeverria; and
3. Letter and resume for Quinn Perry

CONSENT
APRIL 19, 2018

Margaret Felton Chipman
315 McGinnis Dr.
Weiser, ID 83672
208.549.5363

February 28, 2018

State Board of Education Members
State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

State Board of Education Members:

Thank you for considering my application for the Professional Standards Commission.

Having filled the balance of Anne Ritter's term, and served one term of my own, I believe I am aptly qualified to continue in this position and represent school board members around the state and the Idaho School Boards Association (ISBA). I am currently serving as Vice-Chair of the Profession Standards Commission and on its Executive Committee.

As you can see from my resume, I have 26 years of experience as a school board member and I am also very active in my local community. I understand the time commitment involved and am able to fulfill that requirement.

I feel I would be a valuable member of the Committee and look forward to serving.

Thank you for your time in considering my resume.

Respectfully,


Margaret Chipman

MARGARET GAIL FELTON CHIPMAN

Position Applied For: Professional Standards Commission

Professional Standards Commission

- Member of Executive Committee and Current Vice-Chair

School Board Work:

- 26 Year Member and Vice-Chair —Weiser School District #431 Board of Trustees
- Member and current Immediate Past President —Idaho School Boards Association (ISBA) Executive Board
- Member of the ISBA Governmental Affairs Committee
- Member of the ISBA Finance and Audit Committee
- Chair of the ISBA Fiscal Advisory Committee

Community Activities:

- Former Member and Vice-Chair —Idaho Oil and Gas Conservation Commission
- Member Chapter CO, PEO—promotes education for women – serving as Treasurer
- Member Shamrock Club—raises funds to restore and maintain historic Jeffrey's School in Weiser – serving as Treasurer
- Former member—Weiser Memorial Hospital Foundation Board
- Former chairman and precinct committeeman—Washington County Republican Party Central Committee
- Member, Vandal Scholarship Fund National Board

Work Experience:

- Certified Pharmacy Technician at ParkVu Pharmacy and BiMart Pharmacy in Weiser, ID—8 years
- Licensed Practical Nurse for Weiser Memorial Hospital and Dr. Phillip Krueger—10 years
- Co-owner of family cattle feeding and ranching business—40 years

Education:

- Graduated Cum Laude with BS (Business) from U of I in 1967
- Received LPN Certificate from TVCC in 1992



February 28, 2018

Professional Standards Commission
State Department of Education
PO Box 83720
Boise, ID 83720-0027

Dear State Board of Education Members:

Thank you for the opportunity for considering my application for the Professional Standards Commission (PSC).

As you can see by my enclosed resume, I have the experience to serve on the PSC. I have been the Executive Director at the Idaho School Boards Association (ISBA) for over ten years. My time at ISBA gave me the knowledge of the different types of issues that school districts and charter schools can face, whether it be a large district or a small rural district.

I would be a great asset to the PSC. Thank you for taking the time to consider my application.

Sincerely,

A handwritten signature in black ink that reads "Karen Echeverria". The signature is written in a cursive style with a large, stylized "K" and "E".

Karen Echeverria
Executive Director

Enclosure

CONSENT
APRIL 19, 2018

Karen L. Echeverria
6023 Hazelbrook Lane
Boise, ID 83714
(208) 323-8149 home; (208) 890-6506 cell

WORK EXPERIENCE

November 2007 to Present – Executive Director, Idaho School Boards Association, 222 North 13th, Boise, Idaho 83707-4797

The Idaho School Boards Association represents 560 school board trustees in Idaho as well as board members of several charter schools in the state. ISBA provides leadership and services to local school boards for the benefit of students and for the advocacy of public education

Primary Responsibilities:

- Serve as Chief Executive Officer
- Make all major administrative decisions
- Assist the ISBA President in planning and organizing governance meetings
- Serve as advisor to the ISBA Executive Board
- Serve as chief of staff
- Serve as fiduciary agent to the ISBA Executive Board
- Provide organizational leadership by promoting the Association and public education
- Serve as chief spokesperson for the Association
- Advocate organizational positions before the public, the legislature, other governmental agencies, and external organizations
- Provide governance leadership by providing advise at the Annual Business Meeting of the Association
- Appointed to serve on numerous education committees
- Promote membership involvement at the local, state, and national levels of the Association

November 2003 to November 2007 – Chief Administrative and Governmental Affairs Officer, Idaho State Board of Education, 650 West State Street, Boise, Idaho 83720-0037

Promoted to Deputy Director in June 2006

Hired as the Planning, Policy, and Governmental Affairs Officer in November 2003, promoted to Chief Administrative and Governmental Affairs Officer November 2006

The State Board of Education oversees all education - K-20 - in Idaho. I am employed to oversee all administrative functions of the office, including employee oversight and staffing, day-to-day operations, contract oversight, and liaison to the colleges, universities, and other state agencies under the authority of the Board. I am also the Board's liaison to all 105 state legislators and the main contact with all other governmental agencies. My responsibilities also include oversight of strategic planning, bi-monthly Board meeting agendas, and policy research.

Primary Responsibilities:

Administrative

- Daily oversight of 23 person staff, including all human resource issues - employee training, discipline, and yearly reviews to establish objectives and goals.
- Oversee day-to-day office procedures and work process including support staff functions - job assignments, telephone, mail, and front desk coverage.
- Negotiate job classifications, employee salaries, increases, and bonuses.
- Review and approve all contracts granted to outside vendors.
- Review and approve all grant applications filed with the federal government.
- Establish, organize, and oversee weekly staff meetings, weekly leadership meetings with senior staff members, and bi-weekly meetings with governmental affairs officers from the universities and college.

CONSENT
APRIL 19, 2018

- Teach Administrative Law to state employees who are participants in the Certified Public Manager's program. This is a nationally recognized three year course of study for mid to upper level management state employees that is created and managed by the Division of Human Resources.
- Act as chief staff support to the Public Charter School Commission; review new charter petitions; formulate agenda items and prepare decision papers that offer suggestions to the Commission for approval or denial of petitions; present testimony at meetings; answer questions; monitor discussion and action; and oversee follow-up activities.
- Work with Boards' of Directors of authorized charter schools to conduct lotteries; establish three-year budgets; and comply with all provisions of federal, state, and local laws, rules, regulations, and policies.

Legislative

- Coordinate and draft legislation and rule amendments for the Board, agencies governed by the Board, and higher education institution.
- Monitor and report on the status of key legislation to the Board and Board governed entities; analyze the impact of education related legislative proposals not developed internally; develop an accurate impact statement, negotiate, and present compromises as needed.
- Respond to legislative requests; provide coverage of and support to germane and ad hoc legislative committees; answer inquiries or communicate Board actions related to legislative and governmental affairs; and develop/manage the development of information and testimony for legislative items.
- Present testimony to germane or ad hoc Education Committees on all legislation and rules developed by the Board; provide testimony in support of, or opposition to, legislation or administrative rules not developed internally.
- Considered an expert on the administrative rule making process in Idaho.

Policy

- Formulate the Board agenda for bi-monthly Board meetings; review and edit all items to be presented at meetings; establish time frames for meetings and submission of materials from agencies and institutions; and oversee the preparation and distribution of materials.
- Formulate agenda items and oversee the development of agenda materials with the Committee Chair for Planning, Policy, and Governmental Affairs Committee of the State Board of Education.
- Serve as staff support at State Board of Education meetings; present items as necessary; answer questions; monitor discussion and action; and oversee follow-up activities.
- Recommend board action in several areas, including proposed revisions to policies, rules, statutes, initiatives, and planning.
- Perform research and analysis of Board initiatives and other educational issues and provide policy/decision papers as requested by the Board and the Executive Director.
- Work with two Deputy Attorneys' General to prepare various legal documents issued by the Board or the Commission.

Budget Development and Management

- Assist with the formulation of, and participate in management decisions, for the State Board of Education's yearly budget submission to the Division of Financial Management.
- Create staff presentations to legislative budget committee, including responses to State Board of Education budget information.
- Create fiscal items for Board agenda.
- Create internal operating budgets for the Office of the State Board of Education, and review operating budgets for Office of the State Board of Education operating units.
- Develop and oversee the Public Charter School Commission Budget.
- Review budget requests from agencies and institutions of the State Board of Education to the Legislature and Governor's Office.

Planning

- Coordinate strategic planning for the Office of the State Board of Education, agencies under the governance of the Board, and higher education institutions; advise and establish procedures for new strategic planning and agency profile requirements set out in statute; review agency and institutional Agency Profiles for submission to the Division Financial Management.
- Plan and coordinate bi-monthly State Board meetings at various colleges and universities around the state including room, food, and travel arrangements.

CONSENT
APRIL 19, 2018

- Plan and coordinate Board/Legislative/Governor staff meetings; serve as liaison to all state legislators, Legislative Services Office, State Department of Education, agencies under the governance of the Board, Idaho Association of Commerce and Industry, and other public and private organizations.
- Represent the Board office or Executive Director at various meetings and work supportively with the State Department of Education, Higher Education Institution Presidents' Council, Agency Heads' Council, and other public and private organizations as required.
- Worked with the Executive Director to establish a hard copy and electronic filing system for all documents sent and received by the Office of the State Board of Education.
- Supervise clerical and administrative staff for the Board and the Commission.
- Responsible for the oversight and dissemination of all public records requests received by the Board and the Commission.

July 1995 to November 2003 - Paralegal - Assistant Administrative Rules Coordinator, Department of Administration, Office of Administrative Rules, 700 West State Street, Boise, Idaho 83720

Hired as a Data Analyst July 1995, promoted to Desktop Publishing Specialist November 1995, promoted to Assistant Administrative Rules Coordinator, July 1996.

The Office of Administrative Rules publishes the Idaho Administrative Code (a yearly publication, 8,000 pages in 10 volumes) and the Idaho Administrative Bulletin (a monthly publication, averaging 250 pages per month)

Primary Responsibilities:

- Testify before Legislative Committees concerning rule and statutory changes and make recommendations for statutory amendments.
- Ensure proper authorization and implementation of rule changes for compliance with requirements of the Governor's Office, Legislative Services Office, Administrative Procedures Act (APA), and other applicable state laws, rules, policies, and procedures. Liaison with the Governor's Office, Legislative Services Office, and various agencies.
- Act as mediator during Negotiated Rulemaking. Mediate with state agencies, legislators, and interested industry representatives to arrive at a rule that will work for everyone.
- Train agency and field staff and Idaho State Legislators. Created and developed training sessions entitled "Rulemaking 101", "Rulemaking 201", "Basic Rules Review for Idaho State Senators and Representatives", "How to Access Rules on the Internet", and "Rules Access for Agency Field Staff". Present these sessions to over 500 participants in several sessions throughout each year.
- Enforce administrative rules and policies by defining uniform format, style, numbering system, legal notices, and other APA-related documents. Develop rulemaking process and procedures.
- Implement and maintain production and distribution systems, including document workflow and management systems for APA-related products. Increase public awareness of administrative rules set by the State of Idaho. Maintain the official rules library.
- Recommend appropriate changes in grammar, punctuation, and spelling to conform to established rulemaking style; advise agencies on format and content of rules.
- Prepare and oversee the annual budget for the Office of Administrative Rules. Prepare salary projections, cost estimates, and sales volume projections. Negotiate contracts with service providers.
- Supervise employees including performance review.
- Design, develop, draft and maintain a current Rule Drafter's Manual.
- Desktop publishing and editing of the Idaho Administrative Code and Bulletin.

November 1993 to July 1995 - Administrative Procedures Coordinator, State of Idaho, Department of Health and Welfare, Legal Services Division, 450 West State Street, Boise, ID 83720

Employed as an Administrative Procedures Coordinator to oversee the contested case hearing process and the rulemaking process. Custodian of public records for the largest state agency in Idaho.

Primary Responsibilities:

- Coordinated, scheduled, and directed the contested case hearing process. Ensured compliance with rules governing contested case proceedings and declaratory rulings. Evaluated petitions for contested case hearings to determine extent of the issue and any applicable rule requirements.
- Created and issued hearing notices, amendments, and orders as required. Set schedules for hearings, briefs and oral arguments. Rendered preliminary orders on jurisdictional/procedural issues. Prepared documentation of proceedings for forwarding for final action. Prepared record for judicial review.
- Coordinated, scheduled, and directed the Department's rulemaking process.
- Served as custodian of records to ensure compliance with the Public Records Act. Advised the public regarding procedures to request and obtain copies of public records.
- Prepared contracts for professional services of hearing officers and court reporting services. Approved billings for hearing officers, court reporters, and conference rooms.
- Served as liaison to the Board of Health and Welfare.
- Supervised employees including performance review.

EDUCATION

Paralegal Studies Program, Long Distance Learning Course, University of Southern Colorado, 22316 Sunset Drive, Golden, Colorado 80401, Paralegal Certificate May 1998

Certified Public Manager, Nationally Certified State of Idaho 3-year multi-course study program

Project Management for Administrative Professionals, American Management Association, Certificate of Completion, April 2001

Train the Trainer, State of Idaho Personnel Commission, Certificate of Completion, March 2000

Seven Habits of Highly Effective People, Stephen Covey, Certificate of Completion, February 1996

Effective Management Skills, Boise State University Outreach Program, Certificate of Completion, May 1999

Managing Performance and Change, Boise State University Outreach Program, Certificate of Completion, November 1998

How to Develop and Administer a Budget, Fred Pryor Seminar, Certificate of Completion, April 1997



February 28, 2018

Professional Standards Commission
State Department of Education
PO Box 83720
Boise, ID 83720-0027

Dear State Board of Education Members:

Thank you for the opportunity for considering my application for the Professional Standards Commission (PSC).

As you can see by my enclosed resume, I believe I have the experience to serve on the PSC. Though I have only been the Policy & Government Affairs Director at the Idaho School Boards Association (ISBA) for a short time, my previous work at the Idaho Trial Lawyers Association gave me a breadth of experience when it comes to professional conduct within our communities. In addition, I would take my role on the PSC with great responsibility and candor.

I would be a great asset to the PSC. Thank you for taking the time to consider my application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Quinn Perry", is written over the typed name and title.

Quinn Perry
Policy and Government Affairs Director

Enclosure

QUINN PERRY

Providing political advocacy & resources for Idaho's public school and charter districts.

199 N Capitol Blvd Ste 503
Boise ID 83702
(208) 407-8644
quinn@idsba.org

EXPERIENCE

Idaho School Boards Association, Boise — *Policy & Government Affairs Director*

NOVEMBER 2017 - PRESENT

Oversee and research issues facing traditional and charter school districts; serves as a liaison for ISBA to the legislature, SDE, SBOE, & more; makes necessary updates to school policy manual; updates school districts on legislative issues that will impact them; public spea

Idaho Trial Lawyers Association, Boise— *Director of Communication*

APRIL 2012 - NOVEMBER 2017

Established the ITLA Street Law Clinic; graphic design and illustration services; political advocacy on consumer affairs issues; oversaw strategic planning; liaison to the 4th District Pro Bono Committee;

Dave Liddle & Associates, Boise— *Program Manager*

AUGUST 2008 - APRIL 2012

Implemented website content and design; Taught Cognitive Self Change and Substance Abuse Education courses; Handled all internal and external document requests;

EDUCATION

Boise State University — *BA Mass Communication & Journalism, Certificate of Public Relations*

AUGUST 2006 - DECEMBER 2012

VOLUNTEERISM

Winter Wildlands Alliance— *Event Volunteer*

NOVEMBER 2013 - PRESENT

Idaho Botanical Garden — *Garden Guild Volunteer*

AUGUST 2011 - DECEMBER 2015

SKILLS

Strategic Planning
Internal Communication
Membership &
Relationship Management
Social Perceptiveness
Campaign & Project
Development
Process Improvement
Legislative Advocacy
Public Speaking

AWARDS

Tommy Townsend Memorial
Scholarship Recipient
Innovator of the Year 2017
National Association of Trial
Lawyer Executives
Innovator of the Year 2015
Idaho Women Lawyers

Matthew Jay Broncho

RR 2 Box 76-Y
Pocatello, Idaho 83203
Mobile: (208) 637-9413
Email: mbroncho415@gmail.com

Country of Citizenship: United States

Veterans Preference: No

Highest Grade (Tribal): G14/S4

Availability: Job Type: Permanent
Work Schedule: Full-Time/On-Call

Work Experience: Shoshone Bannock Tribes	9/2011 – 5/2017
PO Box 306	Salary: \$57,000.00 USD Per Year
Fort Hall, Idaho 83203	Hours Per Week: 40

Land Use, Agricultural Resource Management (ARM) Program, Manager

Supervisor: Travis Stone, Land Use Director

Served as ARM Program Manager, was responsible for land management and environmental planning, while coordinating with tribal government and various other governmental agencies throughout eastern Idaho. Responsible for the administration of agricultural program including Lease Management, Agricultural Compliance, Invasive Species, Conservation Reserve Program, Feral Horse Management, Mosquito Abatement, among other smaller programs. Prepared program budget and contracting proposals, annual reports, coordinates tribal GIS updating Business/Homesite leases, pilots drone taking aerial photos and video of tribal land for development, submitted bids for potential farming for Tribes, purchase supplies and equipment for Agriculture program, supervised and assigned daily tasks for 8 employees, coordinated with Bureau of Indian Affairs, Agriculture/Natural Resource Management/Realty Programs in regard to leases and ensured all operators were abiding by both BIA and Tribal contract stipulations, regularly consulted with BIA Superintendent when violations occurred. Responsible for agricultural economic development ensured enforcement and compliance of all Agricultural Producers/Growers which consisted of over 120,000 acres, produced annual revenue of \$240,000.00. The Agricultural Compliance Program under my direction has made improvements in areas of chemical/herbicide applications, water and currently taking action to begin monitoring efforts on nitrates/fertilizers. Assisted in rewriting the Shoshone-Bannock Tribes Tribal Pesticide Ordinance, Tribal Pesticide Licensing and Agricultural Operations.

Was responsible for the administration of the Bureau of Indian Affairs-638 Contract-Invasive Species/Noxious Weed Program, as we served over 1,200 acres annually to roadsides, idle tracts of lands, range units, CRP units and various work orders.

For over 3 years was responsible for establishing a Feral Horse Management Program for the Tribe. I was responsible for establishing with limited funding a viable and operational Feral Horse Management Program with the purpose of reducing the Horse Herd within the "Fort Hall Bottoms" area to a level that was ecologically manageable.

I managed the Conservation Reserve Program which consists of +26,000 acres with a operation budget of \$1,000,000.00 annually. The CRP program and the contract obligations related to it included fencing, noxious weed control, cattle removal, and seeding work which is very work intensive. I have worked with the United States Department of Agriculture, Farm Service Agency (FSA) and the Natural Resource

CONSENT
APRIL 19, 2018

Conservation Service (NRCS) on various programs and fully understand compliance as it pertain to CRP, CCRP, SAFE, EQUIP, and Tribal Code, rules and regulations regarding resource protection. I had been involved and worked with USDA, FSA and NRCS State Directors, County Directors and technical staff in order to improve the working relationship between the Shoshone-Bannock Tribes and Federal Agencies. I have thorough knowledge of Tribal and BIA policies, rules, regulations and laws according to Land Use Ordinance and 25 CFR. I have served as advisor to the Land Use Policy Commission on various agricultural matters and issues of political significance.

Work Experience: Shoshone Bannock Tribes

PO Box 306
Fort Hall, Idaho 83203

6/2009 – 9/2011

Salary: \$47,000.00 USD Per Year

Hours Per Week: 40

Land Use, Agricultural Resource Management (ARM) Program, Program Assistant

Supervisor: Bill Snapp (Retired)

As the ARM Program, Program Assistant I was responsible for the administration of the Agricultural Enforcement and compliance Program. The responsibilities of this position required an understanding economic development and coordinating with Bureau of Indian Affairs, Agriculture/Natural Resource program regarding land development, leases, knowledge of all operators, locations of all land leases, cataloging all pesticide applicators (Professional or Private) operating within the Fort Hall Reservation, and tracking applications of all pesticides and fertilizers. Responsible for conducting chemigation inspections of all pivot, wheel lines, and hand line irrigation systems to ensure proper backflow equipment was in place. I was required to inspect pesticide totes, pesticide injection systems, pesticide applications, and application equipment (tractors etc.) Throughout my tenure I made it a priority to begin upgrading the Tribes mapping systems from old legal description books to utilizing GIS/GPS software, equipment, and mapping. The transition to GIS/GPS has greatly improved overall Program responsibilities and the way the ARM Program conducts any field operations. I had also made improvements and implemented formal inspection forms, chemigation forms, and work orders which have greatly improved the efficiency and accuracy of agricultural compliance for the ARM Program. I met with various agricultural operators/growers, foremen, field staff, pesticide applicators, truck drivers, seed vendors, pesticide applicators, Idaho Department of Agriculture, Soil Specialists, among many other Agricultural Specialists on a daily basis. I have met with farmers on a daily basis and I have gained a large understanding of overall agricultural operations in Southeast Idaho and more specifically Agricultural Operations within the Fort Hall Indian Reservation.

Work Experience: Bureau of Indian Affairs-Irrigation

PO Box 220
Fort Hall, Idaho 83203

5/2007 – 8/2007

Salary: \$10.57 Per Hr.

Hours Per Week: 40

Laborer (Seasonal Temp.)

Supervisor: Steve Guardipee (Retired)

Second Season at Fort Hall Irrigation Project-Cleaned debris in canals and ditches, burned and cut weeds, assisted with building and repairing headgate structures, worked with structures building wood metal or concrete, maintained basic vehicle maintenance, familiar with water schedules, knowledge of the various districts of the Irrigation Project. Worked with drills, saws, grinders, mowers and various other shop equipment. Operated government pick-up truck and backhoe. Worked with hazardous materials and recognized potential safety hazards. Daily did communicate with all water users and Irrigation employees.

**CONSENT
APRIL 19, 2018**

Work Experience: Bureau of Indian Affairs-Irrigation

PO Box 220

Fort Hall, Idaho 83203

5/2006 – 9/2006

Salary: \$9.56 Per Hr.

Hours Per Week: 40

Laborer (Seasonal Temp.)

Supervisor: Robert Hayball (Retired)

Fort Hall Irrigation Project-Cleaned debris in canals and ditches, burned and cut weeds, assisted with building and repairing headgate structures, worked with structures building wood metal or concrete, maintained basic vehicle maintenance, familiar with water schedules, knowledge of the various districts of the Irrigation Project. Worked with drills, saws, grinders, mowers and various other shop equipment. Have the ability to identify hazardous materials and recognize potential safety hazards. Worked well with all Irrigation staff.

Education: Idaho State University - Pocatello, Idaho (United States)

Bachelor of Science Degree - 6/2008

Major: Political Science (*Emphasis: Environmental and Federal Indian Law / Economics*)

Fort Lewis College – Durango, Colorado (United States)

Undergraduate / General Studies – 9/2003 to 6/2005

- Coursework: Federal Indian Law, Tribal Governments, Constitutional Law, Political Parties and Interest Groups, Voting and Public Opinion, Environmental Politics and Policy, Political Research Methods, Administrative Law, Comparative Politics, Introduction to Criminal Law, Constitutional Law, Public Finance, Economics
- I have developed an extensive understanding of tribal government structures, U.S. Government Structures, Constitutional Concepts, and General Administrative organization as it pertains to (CFR) Code of Federal Regulations 25 Indians
- General Understanding of Federal American Indian Laws and their relationship to sovereign tribal governments.
- Ability to recognize complex legal positions of Native American Tribes as a self-governing body with the ability to establish laws.
- Understanding the applicability of various federal, state, county, or city laws that may affect current tribal laws, regulations, resolutions, or policies.
- Ability to understand political entanglements affecting various environmental and agricultural laws or policies such as: chemicals, pollution control, or energy efficiency and their effects on public and private lands,
- A strong capability to research and investigate and/or compare both theoretical and factual information using various research methods and statistical techniques.
- The ability to read, write, and communicate clearly in order to understand written, oral discussion, or instruction
- I am proficient in the use of Windows XP, Microsoft 2007 word, Excel, Access, Outlook, and Internet explorer especially for the purpose for Geographic Information Systems (GIS) functions.

Relevant Course work, Licenses and Certifications:

- Idaho State Pesticide License
- Shoshone-Bannock Tribes Pesticide License
- Pacific Northwest Pesticide Inspector
- First Responder Awareness and Operations Level (CFR 1910.120(q)(6)(i)(ii), Environmental Protection Agency
- OMB Circulars: New Uniform Guidelines
- Intro to ArcGIS
- Conservation Reserve Program Training
- Natural Resource Conservation Service
- Invasive species, non-native plants and biological soil training
- Drought Management
- Environmental Assessment Training

Affiliations: Shoshone Bannock Tribal member

- Shoshone-Bannock School Board member 2017
- Personnel Advisory Board, Shoshone-Bannock Tribes
- United States Department of Agriculture, Natural Resource Conservation Service (NRCS) Farm Service Agency
- Regional Tribal Conservation Advisory Council (RTCAC) for the West Region
- West Region Tribal Advisory Council (WRTAC)

CONSENT
APRIL 19, 2018

From: Richard Osguthorpe
To: [Lisa Colon Durham](#)
Cc: [Danielle Rumsey](#)
Subject: Re: PSC Nomination
Date: Friday, March 2, 2018 9:29:08 AM

Hi Lisa,

The Idaho Association of Colleges for Teacher Education has approved the nomination of Terah Moore (College of Idaho) to represent private institutions on the Professional Standards Commission for a term of service beginning July 1, 2018 through June 30, 2021.

Thank you,

Rich

On Thu, Mar 1, 2018 at 4:43 PM, Lisa Colon Durham <lcolondurham@sde.idaho.gov> wrote:

Rich,

It looks like based on the subsequent emails that this has been answered. Dana's term expires June 2018, so she can continue to finish out her term. The new term would be beginning 2018 and ending in 2021.

Let us know if you have any other questions. Based on the emails that I have received, it looks like the next nomination may be Terah Moore.

Lisa Colón Durham

[\(208\) 332-6886](tel:(208)332-6886)

lcolon@sde.idaho.gov

"Supporting Schools and Students to Achieve"



Educator Career Fair »

Spring 2018 – All Locations 4:00 – 6:00 pm

Coeur d’Alene – April 11 | Nampa – April 26 | Twin Falls – May 1

District registration required. Attendee registration is encouraged but not required.

Notice: The information contained in this e-mail from the Idaho Department of Education may be privileged, confidential, or otherwise protected from disclosure. Persons who share such information with unauthorized individuals may face penalties under state and federal law. If you are not the intended recipient, please be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify the sender and delete the copy you received.

From: Richard Osguthorpe [mailto:richardosguthorpe@boisestate.edu]

Sent: Thursday, March 1, 2018 10:23 AM

To: Danielle Rumsey <drumsey@sde.idaho.gov>

Cc: Lisa Colon Durham <lcolondurham@sde.idaho.gov>

Subject: Re: PSC Nomination

Thanks, Danielle.

Lisa, I haven't circled back with Dana yet to avoid any confusion, but in my conversations regarding this nomination (and our IACTE email communication of Jan 16), my understanding was confirmed that Dana was staying on PSC to finish out her term (although she was changing roles at her university), and that her term was still in play for another year. Does that run contrary to your understanding?

Best,

Rich

On Wed, Feb 28, 2018 at 2:55 PM, Danielle Rumsey <drumsey@sde.idaho.gov> wrote:

Good afternoon Dr. Osguthorpe:

This email serves as a friendly reminder that nominations for appointments to the Professional Standards Commission (PSC) are ideally due to Lisa Colón Durham by March 2, 2018. This due date allows nominations from the organizations to be collected and a recommendation to be submitted to the State Board of Education as an agenda item in time for its April 18-19, 2018, meeting. If you have any questions or concerns please do not hesitate to let me know.

Kind regards,

Danielle Rumsey
Administrative Assistant
Certification & Professional Standards Commission

From: Lisa Colon Durham
Sent: Wednesday, February 21, 2018 11:32:50 AM
To: Richard Osguthorpe
Cc: Danielle Rumsey
Subject: RE: PSC Nomination

Thank Rich, I really appreciate it.

Lisa Colón Durham

[\(208\) 332-6886](tel:(208)332-6886)

lcolon@sde.idaho.gov

"Supporting Schools and Students to Achieve"

Date submitted _____

**APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION**

Name Marianne Sletteland School Potlatch Elementary School

Home Address 706 Mabelle St. Moscow, ID 83843

Sch. Address 130 6th Street Potlatch, ID 83855

Home Ph. 208-301-8979

Sch. Ph. 208-875-1331

E-mail Address msletteland@gmail.com

PSC Position applied for: (a) ☐ secondary classroom teacher
(check one) (b) ☐ elementary classroom teacher
(c) ☐ pupil personnel services
(d) ☒ exceptional child education

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary Education K-8</u>	<u>8/31/2019</u>
<u>Special Education K-12</u>	<u>8/31/2019</u>
_____	_____

Education Background [Degrees and places obtained]

Degree	School
<u>B.S. Elementary Education</u>	<u>University of Idaho</u>
<u>Master of Education-Special Education</u>	<u>University of Idaho</u>
<u>Master of Education-Curriculum and Instruction</u>	<u>University of Idaho</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>August 2010- May 2013</u>	<u>Troy School District</u>	<u>Elem. Sped. Paraprofessional</u>
<u>August 2013-Current</u>	<u>Potlatch School District</u>	<u>Intermediate Sped. Teacher</u>

(over)

CONSENT
APRIL 19, 2018

Professional Associations and related activities other than IEA/NEA
(including offices)

None

Community Involvement (Please list all community service or other community
activities in which you have been involved and dates)

None

The Professional Standards Commission meets as many as six (6) times a year.
Each meeting spans two days. Additionally, Commission members may be asked
to attend public meetings, attend State Board of Education meetings, and
present at regional or state meetings. Will you be able to give the required yearly
time to this position? YES X NO .

Applicant's signature *Marianne Stolt*

**Please attach resume, three (3) references, and statement of commitment
to the profession.**

Please keep file active
1 yr. 2 yr. NO .

(16)1111

CONSENT
APRIL 19, 2018

Marianne Sletteland
Email: slet7778@vandals.uidaho.edu
Statement of Commitment

706 Mabelle Street
Moscow, ID 83843
208-301-8979

February 24, 2018

To: Professional Standards Committee,

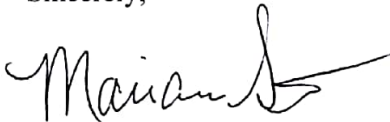
I am writing to express interest in the Exceptional Child PSC position. I have a Bachelor's Degree in Elementary Education, Master's Degrees in Special Education and Curriculum and Instruction. I currently hold an Idaho Teaching Certificate for Kindergarten through 8th grade and a certificate for Exceptional Children Kindergarten through 12th grade. I am currently enrolled at the University of Idaho in the Educational Specialist Educational Leadership program. I will complete this program in May of 2019.

I have spent the last five years employed with the Potlatch School District as its Intermediate Special Education Teacher. During my time in Potlatch, I have refined my skills in the area of Special Education. I have learned to take some of my special education teaching strategies and implement them within the general education setting.

My time with the Potlatch School District I have helped to create and grow our Response to Intervention (RTI) program for fourth through 6th grade. With my course work, my knowledge of benchmark testing, intervention strategies, Specific Learning Disabilities, pre-referral and referral process has grown to a point where I feel confident in my abilities to use this knowledge to assist all students.

I am committed to this profession for numerous reasons. I have been lucky enough to have a few amazing teachers in my life, and I strive to be that person for all of my students. In my current teaching position, I get to watch my students progress over a three-year period (4th grade through 6th grade), this is something unique to my job. Watching my students grow is not only a testament to my skills as their teacher and advocate but a testament to my district and all of the skilled educators who work with my students. Working with my students and in my district has solidified my commitment to teaching.

Sincerely,



Marianne Sletteland

Enclosures

CONSENT
APRIL 19, 2018

Marianne Sletteland
Email: msletteland@gmail.com

706 Mabelle Street
Moscow, ID 83843
Phone: 208-301-8979

CAREER GOAL: To become a member of the Professional Standards Committee.

EDUCATION:

University of Idaho, Moscow, Idaho - Educational Specialist Educational Leadership **Expected Completion: May 2019**

Coursework

Educational Policy and Politics for Educational Leaders	Ethical Leadership and Law in Education
Administration of Special Education Law	Multicultural Diversity of Educational Leadership

University of Idaho, Moscow, Idaho - M.Ed. Curriculum and Instruction **Graduated: December 2013**

Coursework

Introduction to Research in Curriculum and Instruction	Models of Teaching
Planning and Administering the Curriculum	Measurement and Evaluation
History of Educational Thought	

Idaho State Department of Education - Idaho CORE Teacher Program **Completed: August 2015 - June 2017**

Coursework

PD-Instructional Coaching and Leadership	PD-EQuIP Units and Teaching
PD-Evaluation of Student Work	PD-Core Unit Design

University of Idaho, Moscow, Idaho - M.Ed. Special Education **Graduated: December 2013**

Coursework

Education for Exceptionalities	Behavioral Analysis for Children and Youth
Student with Behaviors-Emotional Issues	Classroom Applications of Learning Theories
Special Education Curriculum	Language and Communication Development and Disorders
Developing Instructional Programs	Language, Communication and Social/Emotional Enhancement
Advanced Evaluation Techniques	

University of Idaho, Moscow, Idaho - B.S. Elementary Education **Graduated: December 2009**

Coursework

Models of Teaching	Literacy Methods for Content Learning	Elementary Social Studies
Literature for Adolescents	Linguistics, Literacy, and Brain Functions	Elementary Science
Literature for Children	Math for Elementary Teachers I and II	Elementary Math

LICENSES AND CERTIFICATIONS:

- Certified Idaho Elementary Teacher K-8
- Certified Idaho Special Education K-12

ORGANIZATIONS

- | | |
|--|------------------------------|
| • Potlatch Education Association Member | August 2013 - Present |
| • Potlatch Education Association President | June 2016 - Present |
| • Idaho Education Association Trainer | June 2016 - Present |

WORK EXPERIENCE:

Potlatch School District, Special Education Teacher
Supervisors: John Haire, 208-875-1331; Jeff Cirka, 208-875-0327

August 2013 - Present

Duties and Responsibilities: Assess students' cognitive skills using various assessments; create eligibility reports; create and implement Individualized Education Plans (IEPs); create Behavior Intervention Plans (BIP); progress monitor IEP goals; participate in Response to Intervention (RTI), progress monitor students and track their data; ability to run several small groups at once, including intervention groups as needed; utilization of technology within the classroom; create and manage paraprofessional schedules; counsel students as needed; create a positive learning environment, build positive student relationships; build positive parent relationships, problem solve parent concerns; build positive staff relationships and problem solve staff concerns; create and deliver meaningful professional development; mentor teachers

CONSENT
APRIL 19, 2018

Troy School District, Special Education Paraprofessional
Supervisor: Nikki Goucher, 208-835-4261

August 2010 - May 2013

Duties and Responsibilities: Assess students' cognitive skills using various assessments; monitor students' progress using AimsWeb probes and benchmarks; analyze student data; delivery of Woodcock-Johnson III and WIATT; create and implement behavior intervention plans and individualized education plans; implement SRA decoding and comprehension materials; deliver small group and one-on-one instruction in reading, math, science, and social studies; manage and arrange student schedules to ensure support for as many students as possible; counsel students in behavioral changes that ensure stay in the general education classroom; participate in the educational training programs to include: Using Ipads and Other Mobile Devices to Increase Student Learning and Explosive Challenging & Resistant Kids: Over 101 Quick, Creative Techniques for Children & Adolescents; participate in Professional Learning Communities, develop and implement school-wide behavior plans; toilet students; ensure the safety of students during recess and various school activities.

Troy and Moscow School Districts, Elementary Substitute Teacher

January 2010 - May 2010

Duties and Responsibilities: Follow written classroom instructions and lesson plans; manage student behaviors; exhibit flexibility in scheduling and maintain open communication with staff members and district office employees.

Moscow Parks and Recreation Youth Recreation Supervisor
Program Summer/Program Spring/Program Winter Break Kids Kamps
Supervisor: Kelissa Owens, 208-883-7089

April 2008 - Present

Duties and Responsibilities: Plan and organize the daily schedules of activities for all Kamps programs; communicate and build relationships with area businesses; create and brainstorm different daily activities and outings; manage Kamp budget within fiscal guidelines for each Kamp; explore different supplier sites and maintain good working relationships with suppliers; interconnect with different vendors including transportation providers, University of Idaho Rockwall, Silverwood Theme Park; supervise 48+ children each week; effectively communicate with and assess the specific needs of children of all ages; collect and document parental information; problem-solve parental concerns.

CONSENT
APRIL 19, 2018



Potlatch School District No. 285
130 Sixth St.
Potlatch, ID 83855-8757

District Office (208)875-0327
Elementary School (208)875-1331
Jr.-Sr. High School (208)875-1231
FAX (208)875-1028

November 18, 2018

To The Esteemed Members of the the Professional Standards Committee:

It is my honor to write and highly recommend without reservation, Mrs. Marianne Sletteland as a candidate for committee membership. I have the pleasure to have known Mrs. Sletteland over the past several years and have had the opportunity to work with her as a colleague as well as a supervisor.

Mrs. Sletteland is a dedicated professional. She is an instrumental leader in our system supporting our continuous change to better serve our children. Mrs. Sletteland is a team oriented practitioner. She seeks collaborative relationships and utilizes her experience and education to help guide the decision making process with the student's gain as the focus.

Mrs. Sletteland demonstrates mastery in the classroom on a daily basis. Her instructional methodology is of the highest caliber. She is adept at analyzing student data and modifying her craft to meet the students where they are and propelling them beyond the set standards. Her role is collaborative. She involves her parents in their role to help increase her student's gains and seeks out community support to her programming whenever possible.

The skill set she demonstrates daily, along with her passion to grow professionally through various in depth trainings, union leadership, and a second masters program pursuit in administration makes her an ideal candidate for this position. She is able to synthesize information, calibrate it on a personal, ethical, and legal level, and articulate her findings and growth through the exercise. She is open-minded, an out of the box thinker/problem solver, and is dedicated to doing her best work, no matter how many long hours it takes. This dedication is evident in the exceptional manner in which her tasks are completed.

Mrs. Sletteland sets the benchmark high for herself, her students, and those with whom she works. She is compassionate to her students and their needs and also interacts with those around her in a professional yet caring manner. She puts those with whom she interacts at ease. Her ability to communicate well at all levels is strength in her craft.

I am ecstatic for Mrs. Sletteland in making the decision to seek this opportunity to further build her knowledge base and challenge her current understanding of pedagogy. I appreciate her willingness to continue to grow and analyze her practice to improve services to students. She is an asset to our system and in turn to our children for whom we work. If further information is needed in regards to Mrs. Sletteland, please do not hesitate to contact me in person.

Sincerely,

John Haire

Principal, Potlatch Elementary

CONSENT
APRIL 19, 2018

JASON MCKINLEY
Region 2 Director
Northern Organizing Center
jmckinley@idahoea.org

1712 "G" Street
Lewiston, ID 83501
800.422.0491 | 208.743.5555 | 208.746.0793 Fax



February 25, 2018

To Whom it May Concern:

I am writing this letter in support of Ms. Marianne Sletteland for the Idaho Professional Standards Commission (PSC). I have known Ms. Sletteland for five years in her capacity as an Elementary Special Education Teacher and as a leader in her professional association: the Potlatch Education Association (PEA), an affiliate of the Idaho Education Association (IEA).

In working with Ms. Sletteland, I have found her to be a capable and respected leader. Her peers and supervisors seek her opinion on professional matters, especially as it pertains to special education and professional ethics. Over the past 2 (two) years Marianne has served as her local association president. As the local association president, Marianne has worked on numerous employment related matters involving educator rights and responsibilities. I have always found her to be an ethical and principled advocate.

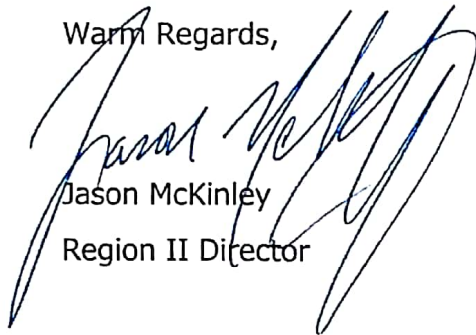
I also know Ms. Sletteland to be a hard-working individual. She often works late hours into the evening and gives whatever task is before her front her 100% effort. Marianne is often the first person to arrive for a meeting, prepared and ready to work. Moreover, she is highly dependable. If Marianne says she is going to do something, she does it. Juggling the demands of her teaching career and association work can be challenging. Marianne always rises to the occasion and does what needs to be done.

CONSENT
APRIL 19, 2018

As a former educator, IEA Region Director, and parent to 4 (four) children I understand the critical importance of public education. I also understand that the classroom teacher is an integral component of a quality public education system. I assure you that Ms. Marianne Sletteland is a high-quality educator who will serve her profession well as a member of the Idaho Professional Standards Commission.

If you have any questions about my recommendation, do not hesitate to contact me: jmckinley@idahoea.org or 208.790.0235.

Warm Regards,

A handwritten signature in blue ink, appearing to read 'Jason McKinley', is written over the typed name and title.

Jason McKinley

Region II Director

CONSENT
APRIL 19, 2018



Potlatch School District No. 285
130 Sixth Street
Potlatch, ID 83855-8757

District Office (208)875-0327
Elementary School (208)875-1331
Jr.-Sr. High School (208)875-1231
FAX (208)875-1028

February 23, 2018

Dear Professional Standards Commission,

It is with great pleasure to be able to highly recommend Marianne Sletteland to be a representative on the Professional Standards Commission. As a teacher at Potlatch Elementary School, I have had the opportunity of working with Mrs. Sletteland for the past five years. She is a driven and organized teacher in the Special Education Department, who develops strong, caring relationships with her students.

Marianne has worked diligently in developing her skills as a teacher. She quickly establishes an excellent rapport with each of her students, who know her as a caring, steadfast teacher, with a quick sense of humor. Marianne creates a classroom culture of feeling safe, while being able to explore new aspects of learning; which has allowed students to excel and make great gains academically, as well as socially, and emotionally.

Communication is a key aspect that is important to Marianne. She is continually in communication with parents to ensure that parents know the celebrations of students' success and growth at school. Marianne coordinates all of the IEP meetings of the fourth through sixth graders, with all of the parties involved, as well as completing the extensive reporting required by the government, with exacting precision. She also organizes the paraprofessionals and their schedules who are working with her students.

Marianne is a team player and a leader by taking on additional roles beyond that of being a special education teacher. She is a vital member of many committees, in which she collaborates and shares insights in providing enriching experiences for our students. On one of the committees, the Readers as Leaders Program, Marianne coordinates the school field trip to the University of Idaho basketball game, so that our students can be celebrated during half time for their reading achievements. She is also currently serving as President of the Potlatch Education Association. It is evident in everything that Marianne does she goes beyond the standard, to achieve excellence.

Mrs. Sletteland has great initiative and focus by being diligent in doing what is best for her students, and thus, our school. Marianne has high professional and personal standards that she achieves each day. I highly recommend Marianne to you without reservation, as she would be an excellent asset to the Commission. If you have any further questions, please feel free to contact me.

Sincerely,

Megan Weaver
Potlatch Elementary School
megan.weaver@psd285.org

Exhibit J
Date submitted _____

APPLICATION FOR PROFESSIONAL STANDARDS COMMISSION

Name Christine Kaufman School McGhee Elementary
Home Address 1217 Powers Ave Sch. Address 636 Warner Ave
City Lewiston Zip Code 83501 City Lewiston Zip 83501
Home Ph. 208. 413. 7075 Sch. Ph. 208. 748. 3600
E-mail Address cmkaufman88@gmail.com

PSC Position applied for: (check one)

- (a) ☐ Secondary classroom teacher (b) ☐ Elementary classroom teacher
(c) ☐ Special education teacher (c) ☐ Pupil personnel services
(d) ☒ Exceptional child education

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary Education K-8</u>	<u>8/31/2019</u>
<u>Exceptional child</u>	
<u>Generalist K-12</u>	<u>8/31/2019</u>
_____	_____

Education Background [Degrees and places obtained]

Degree	School
<u>Doctor of Education (A.B.D.)</u>	<u>Walden University</u>
<u>Master of Science Education (Special Education)</u>	<u>Walden University</u>
<u>Bachelor of Science Elem. Ed.</u>	<u>Lewis-Clark State College</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>2005- current</u>	<u>Lewiston School Dist.</u>	<u>Special Educator</u>
_____	_____	_____
_____	_____	_____

(over)

CONSENT
APRIL 19, 2018

Professional Associations and related activities other than IEA/NEA (including offices)

Lewis-Clark State College On-Site Educator 2007-current
Lewiston Senior Project Committee 2009-2010

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Crosspoint Summer Bible School 2015

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES ☒ NO ☐

Applicant's signature

Christine M. Kaufman

Please attach resume, three (3) references, and statement of commitment to the profession.

Please keep file active

1 yr _____ 2 yr. _____ NO _____

1/07

Mrs. Christine Kaufman

Address 1217 Powers Avenue, Lewiston, ID 83501
Telephone 208-413-7075
Email ckaufman@lewistonschools.net

Profile A child-centered, hardworking, highly organized, detail-oriented special educator. Able to supervise, lead, and learn from others with the child always being the focus. Highly knowledgeable with regards to curriculum, programming, state and federal law regarding education, as well as effects and attributes of individual disabilities.

Key Skills

- *Able to communicate effectively while providing a professional and friendly learning environment for children and staff.
- *Excellent administrative, organizational and time management skills; including knowledge of Microsoft Word, Excel, Outlook, and Enrich IEP software.
- *Ability to work well under pressure whilst maintaining excellent attention to detail.
- *Highly developed people skills, strong communicator, both written and oral.
- *Self-motivated, life-long learner with a passion for teaching our country's future, our children.

Career History

Jan 05-Present

Independent School District #1-Lewiston, ID Special Educator

Independent School District #1 is a large school district in central Idaho. There are 7 elementary schools, 2 junior high schools, and a high school, and alternative high school, and a developmental preschool. My school, McGhee Elementary, has 323 students. Many students come from low-socioeconomic homes and several too many have had numerous adverse childhood experiences. My job requires me to supervise 6 instructional assistants, collaborate with 7 elementary classroom teachers (K-3), organize and lead our school special education department, and manage our department budget. I must make sure all children on my caseload and within my department (K-6) have the needed resources to access and learn within the educational environment. To ensure this occurs, I must train the instruction support staff how to use programs, build positive relationships with students, and when in times of crisis how to manage maladaptive behaviors. I am required to know and ensure state and federal special education laws are being followed with regards to each child's individualized education program (IEP). As the special educator, I must know each child individually, so I can construct an individualized program to move each child toward proficiency on Common Core State Standards or Workplace Competencies for life skill students.

**Professional
Training**

Common Core State Standards
Alternate Assessment
Sensory Diets and Therapy
iPad training
Mondo Bookshop
Lucy Calkins Writing
Data-based Decision Making
Reading Reflex
Reading Mastery
Read Naturally
Ziggurat Model
Conflict Resolution
STAR Autism
Response to Intervention
AIMSweb
Poverty Training
Mandt
Adverse Childhood Experiences Study
Resilience Training
Milepost
Enrich

**Additional
Skills**

Northwest Children's Home-Education Center IEP Team
Lewiston Education Association- Vice President
Lewiston Education Association-Secretary
Lewiston Education Association Negotiations Team
National Education Association Grant Group
National Education Association Member
Idaho Education Association Member
Lewiston Education Association Member
2015 Delegate Assembly
Called to testify before House Education Committee-Career Ladder 2015
Extended Reading Time Facilitator
Response to Intervention Leader
ExcentTERA leader
Student Assistance Team
Building Leadership Team
Independent School District #1 Insurance Committee
Independent School District #1 Senior Project Committee
Guest Lecturer at Lewis-Clark State College
Substitute teacher for Inclusion Strategies at Lewis-Clark State College
On-site Teacher Educator for Lewis-Clark State College

Education

Walden University, Minneapolis, MN (online) 2001-Present
Doctor of Education
Curriculum, Instruction & Assessment
Completed all coursework (listed below):
Foundations: Curriculum, Instruction & Assessment
Leadership for Today's Schools
Applied Research in Education
Systemic Curriculum Design
Data Driven Instruction & Assessment
Research in Practice
Effective Professional Development
Doctoral Study Intensive
Currently working on dissertation

Walden University, Minneapolis, MN (online) 2008-2010
Degree received: Masters of Science in Special Education (M.S. Ed.)
Coursework completed (listed below):
Teacher as Professional
Designing Curriculum, Instruction & Assessment
Special Educator as Instructional Leader
Introduction to Educational Research
Impact of Disabilities on Learning & Teaching
Strategic Collaboration in Special Education
Advanced Instructional Strategies in special Education
Literacy Interventions in Special Education
Advanced Behavioral Interventions in Special Education

Lewis-Clark State College, Lewiston, ID 2000-2004
Degree Received: Bachelors of Science-Elementary Education K-8
Generalist Special Education (K-12)
*Certified in both areas by the State of Idaho

References

Available on request

CONSENT
APRIL 19, 2018

References

Deanna Didier 840 Warner Ave Lewiston, ID 83501 (208) 305-3704

Sam Weddle 13710 Sperry Grade Rd Kendrick, ID 83537 (208) 305-3627

Greg Kramasz 7664 Amberview Ct. Lewiston, ID 83501 (208)553-1400



February 4, 2016

To Whom It May Concern:

My name is Christine Kaufman and I am a special education teacher with Lewiston School District. I am interested in filling the open seat on the Professional Standards Commission for a professional who holds an Exceptional Child Education certificate/endorsement.

I have taken the liberty to attach my updated curriculum vitae in lieu of a resume` because it allows those who are reviewing my application to see my plethora of experience in committee work, work with the IEA, my professional training, and further education. I hold a Bachelor of Science in Elementary Education with a minor in Special Education. I've completed all necessary coursework to hold the Exceptional Child Generalist K-12 certificate/endorsement. I also hold a Master of Science in Special Education and have completed all coursework for my Doctor of Education in Curriculum, Instruction, and Assessment. I am currently working on my proposal for my dissertation, which is the next step in completing my Doctor of Education program.

I have taught special education with the Lewiston School District for over ten years. I have worked with children who have all types of exceptionalities from language impairments, autism, emotional disturbances, hearing and visual impairments, intellectual disabilities, and/or multiple disabilities. In my over ten years of teaching, I have had the privilege to work with children who represent all categories under the Individuals with Disabilities Act. Not only have I worked with these amazing children, but I've had the honor to work with their families, outside agencies, outside medical professional, and outside counselors to develop quality individualized programming to meet each of these children's learning needs.

I have always had an interest in the law and in particular ethics. I do hold a legal secretary degree, but my heart is working with children, so I never pursued this career. I believe I am a strong candidate due to the fact I am an analytical thinker, strive to be solution minded, and care deeply about my profession. I believe it my job to work hard to educate the public about the value of education and the importance of quality teachers delivering this education to our country's future, our children.

Thank you for your time and consideration for the open seat on the Professional Standards Commission. I look forward to hearing from you soon with regards to this position.

Sincerely,

A handwritten signature in cursive script that reads "Christine M. Kaufman".

Christine M. Kaufman

Date submitted 3/01/2018

**APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION**

Name Jason Stucki School American Falls High School

Home Address PO Box 331 Sch. Address 2966 S. Frontage Rd.

City American Falls Zip Code 83211 City American Falls Zip 83211

Home Ph. 208-226-7855 Sch. Ph. 208-226-2531

E-mail Address anirtak5150@aol.com

PSC Position applied for: (a) secondary classroom teacher
(check one) (b) elementary classroom teacher
(c) pupil personnel services
(d) X exceptional child education

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Administrator/School Principal</u>	<u>8/31/2018</u>
<u>Standard Exceptional Child</u>	<u>8/31/2018</u>
<u>Standard Secondary/PE Health 6-12</u>	<u>8/31/2018</u>

Education Background [Degrees and places obtained]

Degree	School
<u>Masters in Educational Leadership</u>	<u>Idaho State University</u>
<u>Special Education Certification</u>	<u>Lewis and Clark</u>
<u>Bachelors in Health Education/P.E.</u>	<u>BYU-Idaho</u>

Professional Experience [Date, place and position]

Date	Place	Position
8/2007-Present	American Falls High School	Special Ed. Teacher
8/2005-6/2007	Payette Lakes Middle School	Special Ed. Teacher
8/2004-6/2005	Challis High School (over)	Special Ed. Teacher

CONSENT
APRIL 19, 2018

Professional Associations and related activities other than IEA/NEA
(including offices)

I currently serve as the Special Education Department Head at American Falls High School. I am also in charge of both the RTI and MDT teams for the school. I serve on the attendance review board for the school and am a member of the school's leadership team. I act as administrator at school or extra curricular events when the other administrators are gone.

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

One of my passions is athletics. I have coached in the community children's basketball program for several years. I also have coached in the local football program, grades 5 through 8. I am an active member at my church and have helped care for the church building for the past 8 years.

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO .

Applicant's signature 

Please attach resume, three (3) references, and statement of commitment to the profession.

Please keep file active
1 yr. 2 yr. X NO .

(16)1111

CONSENT
APRIL 19, 2018

Jason Wendell Stucki
P.O.Box 331
American Falls, Idaho 83211
(208)226-7855
anirtak5150@aol.com

Dear Hiring Committee,

It is with great interest that I submit to you my letter of commitment to participate on the Professional Standards Commission. My comprehensive experience as an Administrative Intern, Special Education Department Chair, Special Education Teacher, Building Leadership Team Member, Testing Coordinator, Health / P.E. Teacher, Head Coach, and being a certified Exceptional Child Specialist have given me a well-rounded background that has prepared me to be an excellent fit for the needs of this position.

In my role as the Special Education Department Head and as a teacher, I face situations on a daily basis where the legal aspects of education are addressed. I work to handle these situations in the most ethical and professional manner possible. In obtaining my Master's degree, my internship required me to lead on hiring committees and in disciplinary procedures. These experiences have given me an expanded perspective as both an educator and administrator.

As Co-President of the American Falls Education Association for the past several years, I have had the opportunity to lead committees that have hired staff and helped with community events. I have also sat in as a representative for teachers that have been under scrutiny by school administration. It was an opportunity for me to see education from both the side of the teacher and the administration.

I am committed to work to continuously to improve the profession of education for the benefit of our students. I have a passion to ensure that my educational peers and colleagues have access to a fair system that provides due process and requires exemplary standards. This system should also give autonomy to teachers to maintain professional relationships with all stakeholders.

In this brief interest letter, I hope you can sense my experience and passion for the work required to be successful on the Professional Standards Commission. It is difficult in a letter such as this with brevity to expand on all of my qualifications for this position and my respect for the sensitivity and confidentiality of matters that this committee addresses. I feel that this position is a wonderful match of my skill-set and the needs of this commission. I hope to have the opportunity to grow my knowledge and share my insight as a teaching professional in this area.

Thank you for considering my application. I look forward to hearing from you soon.

Sincerely,

Jason W Stucki

Jason Wendell Stucki
P.O.Box 331
American Falls, Idaho 83211
(208)226-7855
anirtak5150@aol.com

Career Objective

To gain further insight into education and increase my abilities to lead through working with the Education Professional Standards Commission.

Summary of Skills

- Experienced in substituting as principal
- Experienced in school and Special Education law and FERPA procedures
- Experienced in working with parents and students with behavioral and academic issues
- Strong problem solving, coordination, and management skills
- Ability to work with schedules, and organizing school and community events
- Strong ability to prioritize and manage time effectively
- Strong ability to meet deadlines
- Experienced in resolving staff issues to ensure the students come first
- Experienced in working with high risk students and ensuring the safety of the school
- Experienced in maintaining school facilities
- Experienced evaluating teachers and staff using the Danielson Framework, Downey Three-Minute Walk through, and state issued evaluation rubric for paraprofessionals

Work Experience

Masters Degree Internship through Idaho State University
American Falls High School, American Falls, ID
August 2016-Present

- Lead departmental staff meetings
- Lead Professional Development trainings for ISAT administration
- Conducted teacher evaluations using the Danielson Framework
- Substitute as school principal
- Administrate at school activities and extra-curricular events
- Ran IHSAA state play-in games for volleyball and girls basketball
- Worked with the After-School Program budget to ensure compliance
- Held a successful parent night for the After-School Program involving students, parents and prominent community members
- Created teacher improvement plan and collected data to monitor improvement
- Deal with student behavior and discipline
- Reviewed school's Chemical Plan and ensured it's compliance with OSHA regulations
- Participated in teacher/supervisor meetings

Special Education Department Head
American Falls High School, American Falls, ID August 2009-Present

- Member of the school Leadership Team to solve school issues and implement high expectations for teachers and students in academics and behavior
- Manage and evaluate Special Education staff
- Work with student schedules to ensure students meet graduation requirements
- Work with school staff in providing accommodations to students with those needs
- Manage department resources such as funds, materials, and paraprofessionals
- Evaluate and implement effective curriculum for special needs students
- Work with high risk students to minimize behavioral issues
- Communicate student's needs and progress with parents/guardians
- Work with WISE goals
- Problem solve school issues
- Leader of the school's Multi-Disciplinary Team to monitor students academic and behavioral needs
- Testing coordinator for the high school for both ISAT and triennial CBM testing which includes ensuring all students that are required to test do so and that students with accommodations receive them
- Monitor compliance of school and Special Education laws, especially student privacy

AFEA President/Member of Negotiating Team
American Falls School District, American Falls, ID
December 2010-Present

- Support teachers and express their desires to the school board
- Report AFEA events to the school board
- Attend IEA meetings and trainings
- Work with district financial officer to determine budgets
- Create innovative ways to satisfy teachers wants while working within the districts budget

Educational Background

Masters in Educational Leadership and Administration
Idaho State University, Pocatello ID. May 2017

Bachelor's of Science in Secondary Education
Endorsements: Health and Physical Education.
Brigham Young University-Idaho, Rexburg ID. Dec. 2003

Endorsement: Special Education K-12
Lewis and Clark State College, Lewiston ID. July 2006

Jason Wendell Stucki
P.O.Box 331
American Falls, Idaho 83211
(208)226-7855
anirtak5150@aol.com

References:

Employment:

Jeff Reed
Past Principal
American Falls High School
American Falls, Idaho 83211
208-252-0760

Cliff Hart
Special Education Director
American Falls School District
American Falls, Idaho 83211
208-226-5008
cliffh@sd381.k12.id.us

Travis Hansen
Principal
American Falls High School
2966 South Frontage Road
American Falls, Idaho 83211
208-226-2531
travish@sd381.k12.id.us

Academic:

Dr. Gary L. Storie
Department of School Psychology and Education
College of Education
Idaho State University
921 South 8th Avenue
Pocatello, Idaho 83209
208-282-4322
storgary@isu.edu

AMERICAN FALLS JOINT SCHOOL DISTRICT #381

827 Fort Hall Ave.
American Falls, ID. 83211
Telephone: (208) 904-2224



Mr. Cliff Hart
Special Education Director

February 22, 2018


RECOMMENDATION for Mr. Jason Stucki for a Position on the Education Professional Standards Commission

Mr. Jason Stucki has served as a special education resource teacher at American Falls High School for the past 10 years. His duties encompass the following leadership roles; acting American Falls High School Special Education Department Chair; oversees all Special Education Students' class schedules throughout the school year by working with the school counselor, parents and individual students, oversees the State Assessment protocol along with coordinating the district's monitoring system at the high school, and is the high school chairperson for both the Multi-Disciplinary Team and Response to Intervention team.

As the chairperson for both the MDT and RTI teams, he has shown to be very ethical and professional in handling very confidential information about at-risk students at American Falls High School. Mr. Stucki has shown to be a solid student advocate and effective team leader by collaborating with the various team members in gathering relevant data to analyze along with utilizing this data to design an appropriate action plan for each referred at-risk student.

As his supervisor, I have found Mr. Stucki to be an exceptional professional. He is extremely focused on the needs of each individual child under his care along with working closely with individual parents or guardians to ensure their child's school progress is meaningful and successful. As an instructor in the special education field at American Falls High School he has shown the intuitive nature in solving difficulties that arise in a classroom setting through a collaborative process.

Based upon my review of Mr. Stucki's past evaluations and his general record here at American Falls School District, I have no reservations in endorsing his application for a position with the State Department of Education Professional Standards Commission. You may call upon me, (208) 904-2224, at your convenience for further feedback regarding any questions in respects to his educational knowledge, leadership abilities and collaborative skills in working as a member within a decision making team.

Sincerely,

Cliff Hart
Director of Special Education

Melanie C. Redwater

1869 Falcon Circle East, Pocatello, ID 83204

~Cell: (505)399-8896 ~ redwater34@gmail.com

**EARLY CHILDHOOD/ELEMENTARY K-8/SPECIAL EDUCATION K-12/ADULT –
FAMILY EDUCATION PROGRAMS, Other related education programs**

- * My objective is to attain a position within your school/organization.
- *Goal-oriented enabler of creativity in children, seeking new opportunities in elementary & special education for building positive social behaviors and improving self-esteem.
- *Firm, positive leader with excellent rapport among faculty, administration, students and parents. I am hard working and a dedicated role model. Knowledgeable in early childhood and school age children with their learning abilities at different age levels.
- *Skilled in selecting and adapting best teaching materials for classroom use, with unique mix of experiences & knowledge to help students be attentive & develop into life-long learners.
- *Developer of multisensory lesson plans that increase student performance and love learning. Able to bridge student lesson subjects to real life situations.
- *Personable and empathetic, with great sense of humor and ability to bring out the best in others: pursues collaboration with colleagues in teaching difficult children with difficult situations.
- *Proficient in PC/Macintosh software, including Microsoft Vista. Skilled in browsing Internet for educational resources & research.
- *Strengthen family-school-community connections.
- *Support and celebrate the unique and linguistic diversity of each student.

EDUCATION

*Master in Education	University of Mary
Special Education - Learning Disabilities	Bismarck, ND – 2017
*Bachelor of Science in Education	Sinte Gleska University
Elementary Education K-8	Mission, SD 2006
Special Education K-12	
*2yr. Applied Associate of Science	United Tribes Technical College
Early Childhood Education	Bismarck, ND 1996

PROFESSIONAL EXPERIENCE

~ Stoddard Elementary - Blackfoot School Dist. #55, Blackfoot, ID 08/16-current

K-5 Special Education teacher

- *Teach learning disabled children with inclusion/exclusion activities.
- *Implemented modified curriculum & lesson plans for reading, math areas; assess student development and participated in evaluations.
- *Balance whole group & small group instruction to accommodate different academic levels and learning styles.
- *Participate in all aspects of IEP annual review process and provide parents with student development reports.
- *Collaborate with other teachers to share ideas and solutions as well as classroom management skills.

~ Standing Rock Community Schools, Fort Yates, ND

Gifted & Talented Coordinator/Elementary GT teacher/Kindergarten teacher

08/14-05/17

- *Assessed and taught students that were eligible for our G/T program.
- *Coordinator duties/paperwork.
- *Junior and National Honor Society adviser.
- *Assist with our elementary, middle, and high school student councils.
- *Taught Kindergarten – prepared lesson plans taught and prepared students to onto 1st grade.

~ Ditzlth Na O Dith Hle Community School, Bloomfield, NM

FACE Coordinator/Adult education/early childhood teacher

08/12 – 05/14

- *Prepare student to take their GED tests.
- *Work with young adults on their job, life, and computer skills.
- * Assist with culture lessons.

*Assist young adults on working towards their goals. Assisted in them with paperwork so they get into different programs they may qualify for.

*Taught early childhood to preschool age children

~ Baca/Dlo ay azhi Community School, Prewitt, NM 08/10-05/12

K-3 Special Education teacher

*Teach learning disabled children with inclusion/exclusion activities.

*Implemented modified curriculum & lesson plans for reading, math areas; assess student development and participated in evaluations.

*Balance whole group & small group instruction to accommodate different academic levels and learning styles.

*Participate in all aspects of IEP annual review process and provide parents with student development reports.

*Collaborate with other teachers to share ideas and solutions as well as classroom management skills.

~Theodore Jamerson Elementary, UTTC - Bismarck, ND 12/07-07/10

FACE Program - Early Childhood Classroom teacher

*Knowledgeable about the characteristics of young children their culture and language and working with their parents.

*Implementation of High/Scope approach and utilization of FACE Early Childhood Standards.

*Helps to develop and publicize our program for the FACE participants.

*Help with assessment/testing in reading for the Theodore Jamerson Elementary.

~Tiospa Zina Tribal School 08/06-08/07

K-2 Special Education teacher

*Teach learning disabled children with inclusion/exclusion activities.

*Implemented modified curriculum & lesson plans for reading, math areas; assess student development and participated in evaluations.

*Balance whole group & small group instruction to accommodate different academic levels and learning styles.

CONSENT
APRIL 19, 2018

*Participate in all aspects of IEP annual review process and provide parents with student development reports.

*Collaborate with other teachers to share ideas and solutions as well as classroom management skills.

REFERENCES

Annette Beyer, Standing Rock HS, Instructional Coach

Fort Yates, ND

701-425-1553

Edwin Edpalina, Standing Rock ES, Gifted Talented Teacher

Fort Yates, ND

917-865-9359

Bernadette Daunhauer, Principal, Standing Rock HS

Ft. Yates, ND

701-854-9048

TOPHER WALLAERT

890 W 9th S
Mountain Home, ID 83647

805-441-5003
Twallaert83@gmail.com

ELEMENTARY TEACHER

Dynamic and enthusiastic team player with

Creative Instructional Strategies • Exceptional Management skills • Positive Work Philosophy

KEY QUALIFICATIONS

- ♦ Creates positive relationships with students and colleagues
- ♦ Effective classroom management
- ♦ Leader and manager of youth and volunteer groups
- ♦ Proficient knowledge and experience with technology
- ♦ Successful experience in a multitude of environments
- ♦ Group and individual learning
- ♦ Applies employer expectations
- ♦ Enthusiastic team player and colleague

"Topher is enthusiastic about life....personable and approachable. He treats his students with respect and develops a rapport with them easily and quickly."

Vicki Abbate, University Supervisor

"Topher has done a great job... preparing engaging lessons that meet the diverse needs of all learners."

Tim Hayes, 6th Grade Cooperating Teacher

"He has an almost innate understanding of what makes students and colleagues 'tick.'"

Dr. Deborah J. Miller, Ed.D, Teacher Education Program Director

EDUCATION

Master of Arts in Teaching/Education

Multnomah University, Portland OR

May 2011

- ♦ Completed two authorization levels: Elementary and Middle Level Math with a GPA of 3.77.
- ♦ Received Oregon State Elementary Certification in July 2011.
- ♦ Received Idaho State Elementary (K-8) Certification in August 2011.
- ♦ Received MTI Certification July of 2012.
- ♦ Received GLAD Certification April of 2013.

Bachelor of Arts in Bible and Theology

Multnomah University, Portland OR

December 2008

- ♦ Minor in Pastoral Ministry.

Associate of Arts in General Education

Mt. Hood Community College, Gresham OR

June 2006

TEACHING EXPERIENCE

5th Grade Teacher

Hacker Middle School, Mountain Home, Idaho

2012-Current

- ♦ Affectively taught 5th grade upholding state standards
- ♦ Responsible for all instructional activities which includes:
 - Planning and teaching lessons according to state standards
 - Grading student work and giving feedback
 - Tracking student's academic levels
 - Designing and administering assessments
 - Differentiating lessons for students

TOPHER WALLAERT

Page 2

- ♦ Successfully manages a class with 32 students
- ♦ Successfully coordinate and manage a monthly Movie Night which included the students and their families from my classroom
- ♦ Team lead for Common Core State Standards
- ♦ Coached JV Volleyball and JV Softball (2012-2015)
- ♦ Designed and implemented a Community Service Project during the 2013/2014 school year
- ♦ Member of the MHEA bargaining team

4th and 5th Grade Combo Teacher

Meadows Valley School, New Meadows, Idaho

2011-2012

- ♦ Affectively taught 4th and 5th grade upholding to state standards
- ♦ Responsible for all instructional activities which included:
 - Planning and teaching lessons according to state standards
 - Grading student work
 - Tracking student's level of academics
 - Designing and administering assessments for all classes
 - Differentiating lessons for students
- ♦ Successfully coordinated and managed a Homework Club for both grades
- ♦ Successfully managed a class with 23 students
- ♦ Coached JV Volleyball

Volunteer Firefighter

Mountain Home, Idaho

2012-Current

- ♦ Completed 140+ hours of training
- ♦ Certified as Fire Fighter 1
- ♦ Attends business meetings and trainings 3 times a month
- ♦ Work with 32 other fellow firefighters

Youth Leader / Teacher

Mountain Home Church of the Nazarene, Mountain Home ID

2014-Current

- ♦ Prepare lessons, teach every week, maintain classroom control

OTHER SKILLS

Computer and Technology

- ♦ Windows and MAC OS, as well as Apple and Microsoft Office Applications
- ♦ Smartboard Technology

REFERENCES

- | | | |
|-------------------|----------------|--------------|
| ♦ Terri Sanders | Fellow Teacher | 208-409-9470 |
| ♦ Lonnie Smith | Administrator | 208-867-7933 |
| ♦ Alan Bermensolo | Fire Chief | 208-590-0105 |

CONSENT
APRIL 19, 2018

To the Idaho Education Association Board of Directors:

C. S. Lewis once said, "The task of the modern educator is not to cut down jungles, but to irrigate deserts." Students are valuable, and without proper help, guidance, and care, a thriving student can become an empty desert. As an educator, my job is to ensure the continual growth of flourishing students, but also cultivate the students that have lost their passion and desire to learn. Students are valuable and are an important, significant piece to our world. Without love and guidance, a valuable piece of our world will be lost.

My passion as a teacher doesn't come from lesson planning, summer break, or a paycheck. My passion comes from the 32+ students that fill my classroom. I want my students to make mistakes, learn from them, and better themselves every day. I want my students to be academically, emotionally, and socially secure. I want them to be okay with being "themselves." I want my students to learn hard work, responsibility, respect, accountability, and integrity. I want my students to learn that their actions dictate their character, and that their character is determined by their choices. I want them to see the value that they have in this world, and that every one of them have something to offer. I want them to embrace diversity, and accept others for their differences. I want to see my students rise above hardship and choose to succeed in every situation. I want them to know that they are loved and cherished.

Every classroom should be driven by the success of the student. One way this must take place is through the professionalism within the educational community. Teachers and administrators need to be held accountable for their actions and choices inside and outside of the learning community. This is not always an easy task, and many times can be difficult to adhere to. However, it is the students that we need to protect. Without safe, encouraging, and proper educators in the classroom, students will never be able to reach their full potential in the classroom. Respectful educators are the guiding force behind a rewarding education. Because of this, educators need to be help to proper standards and accountability.

Our character is determined by our actions, and our actions are driven by our choices. Accountability and responsibility need to be the driving force behind every professional educator. I would like the opportunity to serve on the Professional Standards Commission in order to ensure that students are receiving a safe and rewarding education. The classroom needs to be the environment in which students are encouraged to explore, research, navigate, and inquire about the world around them. How can we best take care of the lush gardens, but also cultivate the dry deserts if we don't have educators who are not held accountable for the choices they make?

Sincerely,

Kristopher Wallaert

APPLICATION FOR PROFESSIONAL STANDARDS COMMISSION

Name Kristopher "Topher" Wallaert School Hacker Middle School
Home Address 890 W 9th S Sch. Address _____
City Mtn. Home Zip Code 83647 City Mtn. Home Zip 83647
Home Ph. 805-441-5003 Sch. Ph. _____
E-mail Address Wallaert_kk@mtnhomesd.org

PSC Position applied for: (check one)

- (a) _____ Secondary classroom teacher (b) ☒ Elementary classroom teacher
(c) _____ Special education teacher (c) _____ Pupil personnel services
(d) _____ Exceptional child education

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Idaho State Elementary K-8</u>	<u>2019</u>
<u>MTI Certification</u>	<u>_____</u>
<u>GLAD Certification</u>	<u>_____</u>

Education Background [Degrees and places obtained]

Degree	School
<u>Masters of Arts in Teaching</u>	<u>Multnomah University</u>
<u>B.A. in Bible and Theology</u>	<u>Multnomah University</u>
_____	_____

Professional Experience [Date, place and position]

Date	Place	Position
<u>2012-current</u>	<u>Mtn. Home SD</u>	<u>5th grade teacher</u>
<u>2011-2012</u>	<u>New Meadows SD</u>	<u>4th + 5th grade combo. teacher</u>
_____	_____	_____

(over)

CONSENT
APRIL 19, 2018

Professional Associations and related activities other than IEA/NEA (including offices)

MHEA Bargaining team member

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Volunteer firefighter

Sunday School teacher (5th-6th)

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES ☒ NO ☐.

Applicant's signature



Please attach resume, three (3) references, and statement of commitment to the profession.

Please keep file active

1 yr. _____ 2 yr. _____ NO _____.

1/07

CONSENT
APRIL 19, 2018

Exhibit J

Date submitted February 27, 2018

APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION

Name Angela Gillman School Westside Elem. Idaho Falls

Home Address 1209 Blue Bird Lane Sch. Address 2680 Newman Dr

City Idaho Falls Zip Code 83402 City Idaho Falls Zip 83402

Home Ph. 208-201-0846 Sch. Ph. 208-525-7666

E-mail Address gillange38@hotmail.com

PSC Position applied for: (a) secondary classroom teacher
(check one) (b) x elementary classroom teacher
(c) pupil personnel services
(d) exceptional child education

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Standard Elementary K-8</u>	<u>8-31-2018</u>
<u></u>	<u>currently recertifying</u>
<u></u>	<u></u>

Education Background [Degrees and places obtained]

Degree	School
<u>Bachelor Degree of Arts</u>	<u>Lewis-Clark State College</u>
<u>Associate Degree of Arts</u>	<u>BYU-Idaho</u>
<u></u>	<u></u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>1997-2005</u>	<u>Twin Falls, Idaho Dist. 411</u>	<u>3rd/4th grade</u>
<u>2005-current</u>	<u>Idaho Falls, Idaho Dist. 91</u>	<u>1st/2nd grade</u>
<u></u>	<u></u>	<u></u>

(over)

CONSENT
APRIL 19, 2018

Professional Associations and related activities other than IEA/NEA
(including offices)

TFEA (Twin Falls Education Association) Building Rep, Exec Treasurer/
Secretary, State Delegate

IFEA (Idaho Falls Education Association) Building Rep, K-3 Exec Rep,
Elect/President, Negotiation Team, Rights Committee Member, Crisis Committee
Member, Educational Task Force Committee Member,

District Communications Lead keeping contact with district/media on positive
events at Westside

Teacher Evaluation Committee for constant realignment of evaluations to state
guidelines and presenting new changes to teachers

Community Involvement (Please list all community service or other community
activities in which you have been involved and dates)

Local Fun Run events sponsored by Koko Fit Club and Bills Bike Shop

Team Lead with Annual High School Food Drive involving elementary schools

The Professional Standards Commission meets as many as six (6) times a year.
Each meeting spans two days. Additionally, Commission members may be asked
to attend public meetings, attend State Board of Education meetings, and
present at regional or state meetings. Will you be able to give the required yearly
time to this position? YES X NO

Applicant's signature Angela Hillman

**Please attach resume, three (3) references, and statement of commitment
to the profession.**

Please keep file active
1 yr. 2 yr. X NO

(16)1111

Statement of Commitment to the Profession

Applying for Professional Standards Commission Member

My name is Angela Gillman and I'm writing to request consideration to become a part of the Professional Standards Commission Board. I bring 21 years of personal general classroom experience in Idaho's public school system. I have been interested and seeking a position on the PSC for the last several years and am now at the point in my life that I have the time and capacity to participate. My growing interest has increased as I have attended IEA law classes and worked with IEA attorney, Paul Stark. My passion is the classroom and opportunities that public schools bring our children.

I am seeking this position of being member of the PSC to grant me the opportunity to be a positive and active participant in the quality of our public schools through the certification process and critique of Idaho's public teachers and their certification. As educators, we have a responsibility to not only remain highly qualified, professional, and innovative, but to hold our cohorts and those we teacher with and around to the same high standards. Our communities are as great as our education system teaches and shows them to be. Our children all need the support of all staff members to have the skills and support they need to create our great future of Idaho and this can only be accomplished by holding firm standards to the educators that teach them through meeting multiple students' needs and create both formal and informal learning plans for their growth academically, behaviorally, and socially. My many years in the classroom gives me a solid foundation to relate to learning challenges in the classroom and developing both realistic and appropriate goals for success as well as the challenges teachers have in balancing their everyday lives. I have experienced some traumatic life challenges myself, so I would like to think I can relate to the weight of remaining professional while life becomes challenge-ridden. I have been the teachers' Association leader in such positions as negotiator, president elect, president, member rights advocate, and elementary representative which have strengthened not only my leadership skills but the foundation I have to be solutions oriented utilizing both organizational skills and work analytically with groups of people. I have been able to help many of our local educators with issues and concerns pertaining to their teaching in their classrooms and feel highly effective, in the end, supporting our great community of Idaho Falls with GREAT educators.

I would love to have the grand opportunity of having such an impact on a larger scale on the PSC. I have contemplated this advancement for nearly five years now and feel a strong desire to be a specific part of a collaborative group and effort to support and defend Idaho public education and it's highly qualified teaching staff. Thank you for your time and consideration as you review my application.

Angela Gillman

Currently Idaho Falls Westside Teacher 2nd grade

Angela Gillman

1209 Bluebird Lane, Idaho Falls, ID 83402
gillange38@hotmail.com
Ph: 208-201-0846

Professional Summary

Seasoned teacher with more than 19 years of experience in two Idaho Public School Districts . Excellent critical thinking and communication skills. Track record of achieving exceptional results in meeting students learning needs of multiple and varied levels and leadership.

Skills

Coordination: time management,
define specific purpose and
intent

Judgment and decision making
using critical thinking

Instructing/mentoring student
teachers and new teachers

Active listening to create shared
concern and understanding

Monitoring student data,
behavior,

evaluations/reevaluations

Critical thinking: attention to
detail, innovative ideas

Public speaking, team
collaboration, parent
conferences

Experience

Elementary Teacher Twin Falls & Idaho Falls (current) Districts *Idaho Falls, ID*
Elementary Teacher *Aug 1997-Present*

- Instruct students individually and in groups, adapting teaching methods to meet students' varying needs, abilities and interests.
- Observe and evaluate children's performance, behavior, social development, and physical health.
- Establish and enforce rules for behavior, and policies and procedures to maintain order among students.
- Demonstrate activities to children.
- Establish clear objectives for all lessons, units, and projects, and communicate those objectives to children.
- Prepare materials, classrooms, and other indoor and outdoor spaces to facilitate creative play, learning and motor-skill activities, and safety.
- Identify children showing signs of emotional, developmental, or health-related problems, and discuss them with supervisors, parents or guardians, and child development specialists.
- Meet with parents and guardians to discuss their children's progress, and to determine their priorities for their children and their resource needs.
- Organize and lead activities designed to promote physical, mental, and social development such as games, arts and crafts, music, and storytelling.
- Confer with parents or guardians, other teachers, counselors, and administrators to resolve students' behavioral and academic problems.

CONSENT
APRIL 19, 2018

- Prepare and implement remedial programs for students requiring extra help.
- Maintain accurate and complete student records, and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Confer with other staff members to plan and schedule lessons promoting learning; following approved curricula.
- Meet with other professionals to discuss individual students' needs and progress.
- Prepare, administer, and grade tests and assignments to evaluate children's progress. Create plans for reteaching based on evaluations.
- Supervise, evaluate, and plan assignments for teacher assistants and volunteers.
- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence.
- Administer standardized ability and achievement tests, and interpret results to determine children's developmental levels and needs.
- Attend staff meetings, and serve on committees as required.

Idaho Falls Teachers' Association

Idaho Falls, ID

Idaho Falls Education Association President Elect/President

Jun 2012-Jun 2016

- Confer with board members, organization officials, or staff members to discuss issues, coordinate activities, or resolve problems.
- Serve as liaisons between organizations, shareholders, and outside organizations.
- Review and analyze legislation, laws, and public policy, and recommend changes to promote and support interests of both the general population and special groups.
- Negotiate or approve contracts or agreements with school board and administrations which include educator needs.
- Preside over or serve on boards of directors for IEA, designated committees, or other governing boards both at local, state, national levels.
- Make presentations to legislative or other government committees regarding policies, programs, or public opinion.
- Refer major policy matters to administration thus working collaboratively for positive solutions for both sides in final decisions.
- Deliver speeches, write articles, or present information at annual meetings or national conventions to promote quality public education for every child.
- Conduct or direct investigations or hearings of employee rights issues to resolve complaints or violations of contracts.
- Prepare bylaws approved by elected officers and ensure that bylaws are enforced.

Education

Lewis-Clark State College
Bachelor of Arts: Elementary Education

Lewiston, ID
May 1997

Brigham Young University-Idaho
Associate of Arts: Elementary Education

Rexburg, ID
Dec 1995

CONSENT
APRIL 19, 2018

To Whom It May Concern,

Ms. Angela Gillman has been my friend and colleague for the past 6 years. It is my honor to write this recommendation for her to serve as a member of the Professional Standards Committee. Not only is Angela an exceptional educator, but she also empowers others to improve their practice while knowing their rights and responsibilities as educators. She is analytical, collaborative, and is truly an advocate for teachers and due process.

Angela goes above and beyond what is asked of our educators to find new ways to improve her practice. Visiting her classroom truly is an experience, and I always have a difficult time leaving. I know she would be a valuable asset to the Professional Standards Committee because of her own dedication to her professional responsibilities. She is ethical, fair, and professional with students, staff members, parents, and administrators. She is highly respected in Idaho Falls School District #91 for her performance in the classroom as well as her activism in education.

Besides being an outstanding teacher, I have seen Angela grow as an individual through her involvement with the IFEA and IEA. The Association has empowered her to be a voice for all educators, and she exercises her voice often with respect and compassion. She has strengthened the relationship between our Association and School Board, and is often recognized for her leadership throughout Idaho Falls School District #91. Even though I am Angela's supervisor, I am constantly learning how to be a better leader by following her example.

Thank you for considering Ms. Angela Gillman for the Professional Standards Committee. Her unique skill set and strong character make her the perfect candidate for this position. Please feel free to contact me with any questions at (208) 970-2325 or teskfran@d91.k12.id.us.

Sincerely,

Frances Teske
Principal, Westside Elementary
Idaho Falls School District #91

**CONSENT
APRIL 19, 2018**

Mark Morgan
722 Brandon
Idaho Falls, ID 83402
morgmark@cableone.net

February 23, 2018

To Whom it May Concern:

I heartily recommend Angela Gillman for a position on the Professional Standards Committee. I have worked with Ms. Gillman for several years both in our school district and on committees for the Idaho Education Association and during our work together she has consistently shown several characteristics that would be valuable to your work on the PSC.

Professionalism: Angela is always on time, engaged in the meeting and ready to contribute. Her professionalism is also seen in her commitment to our Teacher's contract and to the process that the contract entails. I have seen her explain to many groups that the process of the contract must be followed regardless of personal feelings on a matter.

Collaboration: Angela is committed to working with groups from different viewpoints and bringing them to consensus, even if it meant "agreeing to disagree". She has great ability to draw people in and get them to voice their opinion and thoughts on an issue to ensure that all voices are heard in a discussion.

Confidentiality: Angela can be counted on to observe and respect sensitive issues. I know of several issues that were brought to her when she was our I.F.E.A. president, and I know the issues were resolved but I don't know how or what happened because Angela can be counted on to respect the privacy of others.

In closing, I am sure that Angela Gillman would be an excellent member of the Professional Standards Committee.

Sincerely,

Mark Morgan

February 27, 2018

Dear PSC Application Screener,

I'm writing this letter of recommendation for Angela Gillman's consideration on the Idaho PSC. I first met Angela when I taught her daughter in kindergarten. She was a very conscientious mother and was concerned about her child's well being physically, emotionally and academically. For the past eight years I have had the privilege of working with Angela as second grade colleagues. We have worked closely together as a professional learning team. I have observed her work with students, colleagues, and parents. Angela is an outstanding teacher with a great understanding of effective teaching principles and strong leadership skills. I believe she has the intellectual ability and self-determination to excel in, and successfully collaborate on the PSC as an exemplar participant.

Angela is a well-known leader at Westside and in our district through a variety of collaborative opportunities. Angela arranged for our second grade team to collaborate with our district math coach and meet frequently with the coach to discuss and implement new strategies to help build a better understanding of math concepts to incorporate more problem solving strategies and discussions in our math curriculum. Angela has been a cooperating teacher for several student teachers. She sets high expectations and then provides the encouragement and feedback they need to successfully complete their student teaching. The teachers that she has mentored have been hired by our district and they continue their successfully teaching career. Angela also served as the Idaho Falls Education Association president for three years where she lead the teachers and continually worked for improvements for teachers as well as the students.

Angela is a highly qualified candidate for Idaho PSC through a few of these activities among endless others. We need more candidates with public school teaching and teacher advocacy experience like Angela to fill Idaho's highly qualified PSC Committee.

Sincerely,

Irene M. Nukaya

Date submitted _____

**APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION**

Name: Kristin Burns

School: Heyburn Elementary

Home Address: 965 Cassandra Hills Rd.

Sch. Address: 1405 Main Ave.

City: St. Maries Zip Code: 83861

City: St. Maries Zip: 83861

Home Ph: (208) 661-0064

Sch. Ph.: (208) 245-2025

E-mail Address: alger416@gmail.com

PSC Position applied for: (a) ___ secondary classroom teacher
(check one) (b) ☒ elementary classroom teacher
 (c) ___ pupil personnel services
 (d) ___ exceptional child education

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
Standard Elementary Certificate	8-31-2020
_____	_____
_____	_____

Education Background [Degrees and places obtained]

Degree	School
Bachelor of Science Elementary Education	Lewis-Clark State College
_____	_____
_____	_____

Professional Experience [Date, place and position]

Date	Place	Position
2010-Present	Heyburn Elementary	2 nd Grade Teacher
2007-2010	Heyburn Elementary	1 st Grade Teacher
2006-2007	Heyburn Elementary	Kindergarten Teacher

CONSENT
APRIL 19, 2018

Professional Associations and related activities other than IEA/NEA
(including offices)

Heyburn Elementary Response to Intervention Coordinator 2012-Present

Skyward RTI Module Programmer for District 2012-Present

School Improvement Team Member 2012-2015, 2017-Present

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Greater St. Maries Youth Soccer Association Registrar 2015-Present

Kids Inspire Change Community Improvement Committee Member 2017-Present

Parent Teacher Organization (P.T.O.) Chopper Fun Run Coordinator 2014-2017

St. Joe River Marathon Committee Member 2012-2013

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES ☒ NO ☐.

Applicant's signature _____

Please attach resume, three (3) references, and statement of commitment to the profession.

Please keep file active
1 yr. ☐ 2 yr. ☒ NO ☐.

(16)1111

KB

KRISTIN BURNS
EDUCATOR

EXPERTISE/ LEADERSHIP

Response to Intervention

Coordinator (RTI) 2012-Present

- Schedule and facilitate grade level meetings
- Analyze data
- Manage meeting records
- Attend district level meetings and trainings
- Collaborate on District RTI Handbook, forms, procedures, flowcharts
- Manage Skyward RTI data
- Attended 8 state level RTI Institute Trainings

Skyward RTI Module

Programmer 2012-Present

- Set-up and maintained RTI component in Skyward
- Update interventions and student data

STAR 360 Reporting 2016-2018

- Access grade level reports
- Analyze data with grade level teams

EXPERIENCE

2ND GRADE TEACHER • HEYBURN ELEMENTARY • 2010-PRESENT

Planned, prepared, taught, and evaluated lessons for students

- Communicate with administrators, teachers, and support staff to promote student academic success
- Participate in a cohesive collaborative grade level team
- Administer formal and informal assessments, both summative and formative
- Develop and piloted standards based report card
- Pilot strategic switch reading intervention model
- Encourage parent involvement in the classroom

1ST GRADE TEACHER • HEYBURN ELEMENTARY • 2007-2010

Planned, prepared, taught, and evaluated lessons for students

- Communicated with administrators, teachers, and support staff to promote student academic success
- Encouraged parent involvement in the classroom
- Mentored two first year teachers

KINDERGARTEN TEACHER • HEYBURN ELEMENTARY • 2006-2007

Planned, prepared, taught, and evaluated lessons for students in half day, double session format

- Communicated with administrators, teachers, and support staff to promote student academic success
- Encouraged parent involvement in the classroom

KINDERGARTEN/MIDDLE SCHOOL TEACHER • UPRIVER ELEMENTARY • 2006

Morning Kindergarten and afternoon Middle School Science and Geography Teacher

Planned, prepared, taught, and evaluated lessons to students

- Communicated with administrators, teachers, and support staff to promote student academic success
- Encouraged parent involvement in the classroom



ALGER416@GMAIL.COM



208-661-0064

KB

KRISTIN BURNS

EDUCATOR

EXPERTISE/ LEADERSHIP CONT.

School Improvement Team Member 2012-2015, 2017- Present

- Planned and implemented the Title I Schoolwide Improvement Plan

Textbook Adoption Committee

- Math Adoption - 2010
- Science Adoption - 2012

District Professional

Development Committee

- Developed Late Start Proposal and Calendar - 2016
- Professional Development Committee Member - 2012

Standards Based Assessment 2016-2017

- Researched standards based recording models
- Created standards based report card
- Developed standards based report card assessments
- Piloted standards based assessments and report cards

EDUCATION

BACHELORS OF SCIENCE IN ELEMENTARY EDUCATION • 2005 • LEWIS-CLARK STATE COLLEGE

- GRADUATED WITH HONORS- CUM LAUDE

CONTINUING EDUCATION CREDITS • 2006 -PRESENT

- Response to Intervention (RTI) 2014-2015
- Effective Use of the Framework (Danielson) 2013
- Next Steps (Reading Interventions) 2010
- Mathematical Thinking 2010
- Charlotte Danielson Teaching Framework 2009
- Symbolic Imagery (LindaMood-Bell Seeing Stars) 2007
- Developing Phonemic Awareness (LindaMood-Bell Lips) 2006

VOLUNTEER EXPERIENCE

Kids Inspire Change (K.I.C.) Community Improvement Committee
Member 2017-Present

Greater St. Maries Youth Soccer Association Registrar 2015-Present

Parent Teacher Organization (P.T.O.) Chopper Fun Run Coordinator
2014-2017

St. Joe River Marathon Committee Member-Youth Run Coordinator
2012-2013



ALGER416@GMAIL.COM

CONSENT - SDE



208-661-0064

**CONSENT
APRIL 19, 2018**

965 Cassandra Hills Road
St. Maries, ID 83861

February 24, 2018

Idaho Education Association
c/o Kari Overall

RE: Statement of Commitment

Dear Sir or Madam,

I would like to express my interest in applying for a committee position on the Professional Standards Commission. As an elementary educator in the State of Idaho, I am passionate about advocating for students and the best education experience available to them. I believe that student's academic success is a direct reflection of the educator and his/her understanding and ability to teach to the rigorous educational standards of our state. As an educator, I am continually seeking ways to improve my own instructional practices to insure students are receiving the best instruction possible.

As a twelve year teaching veteran, I would welcome the opportunity to support student learning and success in a broader capacity. I look forward to increasing my personal knowledge and am excited about the professional growth and collaboration opportunities associated with this position. Thank you for your consideration of my application. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Kristin A. Burns
208-661-0064
Alger416@gmail.com

Kristin Burns
965 Cassandra Hills Road
St. Maries, ID 83861
208-661-0064
alger416@gmail.com

REFERENCES:

Tammi Masters
Heyburn Elementary Principal
St. Maries Joint School District
1405 Main Ave.
St. Maries, ID 83861
208-245-2025
tmaster@sd41.org

Relationship: Building Principal 2017-Present

Staci Truscott
Federal Programs Director
St. Maries Joint School District
240 S. 11th Street
St. Maries, ID 83861
208-245-2500
struscott@sd41.org

Relationship: Current RTI Committee Co-member, former Principal, and teaching colleague

Kathy Davis
6th Language Arts Teacher, St. Maries Middle School
St. Maries Joint School District
1315 Jefferson Avenue
St. Maries, ID 83861
208-245-3495
kdavis@sd41.org

Relationship: District RTI Committee Co-member

Education

Bachelor of Science in Elementary Education; Minor in Horticulture, 2010 University of Idaho
Enrolled in Educational Leadership Master's Program- University of Idaho

Professional Development, Credentials, Organizations, and Awards

- Presenter:
 - Google Transform '15 Conference, Boise, Idaho 2015
 - “Google Slides- Collaboration in the Classroom”
 - Google Transform '16 Conference, Idaho Falls, Idaho 2016
 - “Document Based Inquiries”
- Idaho Core Teacher Program- 2 Year Participant 2014 – '15, 2016-'17
- Little Red School House Award 1st Quarter '11, 4th Quarter '12
- Idaho Elementary K-8 Certification
- Praxis II Recognition of Excellence

Teaching Experience

Moscow Charter School, Moscow, Idaho

- Middle School Science (Grades 6-8) 2014 - Present
Elective Courses: Keyboarding, Drafting, Study Skills, PE/Health

Created and implemented science. Science instruction focused on Earth, Physical and Life Sciences for all grades. Partnered with University of Idaho College of Education “Warm the Water” and Idaho Fish and Game “Trout in the Classroom” Programs. Extensive technology integration in Google Drive and Google Classroom. Maintained classroom webpage for parental notification and involvement. Performed “acting principal” role on an as-needed basis for middle school grades. Served as Social Studies teacher for grades 6-8 during the 2014-2016 school years.
- Plant Club Advisor (Grades K-8) 2013 - Present
Provided extracurricular instruction in horticulture-based plant sciences weekly. Used hydroponics and traditional growing methods to conduct studies of herbs, vegetables, houseplants, and herbaceous annuals and perennials with students.
2014 Palouse Prairie Foundation Grant Recipient- grew, studied, and established a Palouse Native Plant Garden.
- Science/Social Studies Teacher (Grades 5-7) 2013-2014
Created and implemented science and social studies curricula. Science instruction focused on Earth, Physical and Life Sciences for all grades.

Building Blocks Child Care, Pullman, Washington

- Kindergarten Teacher 2010 - 2013
Created and implemented Kindergarten curricula for Reading, Phonics, Math, Art, Science, Physical Education/Large Motor, and Social Studies. Oversaw family-style meals and monitored recess. Implemented curricula for Kindergarten/1st Grade after school program. Performed Lead Teacher role during Summer Program, including supervising swimming activities, field trips, and incorporating multi-cultural curriculum for general K-1 subjects.

Education:

Lewiston Clark State College, Bachelor of Science Degree – GPA 3.8, Literacy Endorsement K-12

Certifications:

- Praxis
- Idaho Elementary Teaching Certificate
- CPR Certification

Work Experience:

5th Grade Teacher at Moscow Charter School

Moscow, ID (2014-current)

- Created, developed, and implemented lessons based on Idaho Common Core Standards
- Integrated technology into curriculum areas whenever possible through the use of Smart Boards, Chromebooks, and ipads
- Engaged students in hands-on learning through real world math problems and science labs
- Administered testing, used Easy CBM for on-line assessment measures, progress monitored, and analyzed class performance to drive whole group and small group instruction
- Helped develop school-wide systems and procedure through my Positive Behavioral Interventions and Support (PBIS) classes

Long Term Substitute Teacher at Whitman Elementary School

Lewiston, ID (3/5/14-5/19/14)

- Implement classroom management for 2nd grade
- Assessed and analyzed student academic performance for 2nd and 3rd quarter
- Attend a participate in two Individual Education Plan meetings

Substitute Teaching at the Lewiston Idaho School District

Lewiston, ID (2014)

- Follow daily lesson plans written by the teacher
- Maintain an atmosphere conducive to learning
- Implement classroom management for different age groups

Teaching Internship at Whitman Elementary, in a 1st and 2nd grade looping environment

Lewiston, ID (2013)

- Taught group lessons implementing Common Core Standards and Idaho State Level Standards
- Assessed and analyzed student academic performance for 1st grade 1st quarter
- Implemented instruction for the after school program Extra Reading Time (ERT)

Finger Prints Children's Center and Tiny Toes Play & Learning Center Lewiston, ID (Seasonal 2012 & 2013)

Other Pertinent Experiences:

- Member and facilitator of the Positive Behavioral Interventions and Support (PBIS) team
- SBAC test administrator
- Participated actively in the Northwest Inland Writing Project (NIWP)
- Actively participate in a TESLA Science Course

References:

Tony Boneccelli, Principal of Moscow Charter School

Kathryn Bonzo, 4th grade educator at Moscow Charter School

Kelly Jo Fisk

781 W. Quail Circle, Blackfoot, ID 83221
208-680-7550, kfisk@bingham.academy

EDUCATION

Expected Dec. 2018	EdS, Education Specialist for the Superintendency, in process Northwest Nazarene University
Sept. 2015	Master of Science in Educational Leadership, <i>Graduated with Honors</i> Western Governors University Teachers College
April 2010	ABCTE Certification, <i>received score of Distinguished</i> American Board of Certification for Teacher Excellence
Dec. 1990	Bachelor of Arts Liberal Studies, Speech Communication, <i>Graduated Cum Laude</i> Undergraduate Teacher Preparation, California State University, Long Beach, CA
June 1988	Associate of Arts, Music Program, <i>Graduated with Honors</i> Pasadena City College, CA

ADMINISTRATOR EXPERIENCE

Current	Superintendent Internship Blackfoot Charter and Bingham Academy
2017-Now	Director of Business Operations & CTE Administrator Director of Human Resources Blackfoot Charter and Bingham Academy
2015-2017	Administrator on Duty as needed, BCCLC Middle School <i>Provide Administrative Coverage when principal is off property</i> <i>Teacher Recruitment at career fairs</i>
2014-2015	Administrator Practicum, Bingham Academy <i>Helped lead staff towards AdvancED Accreditation</i>
2014-2015	Administrator Practicum, Blackfoot Charter Community Learning Center <i>Helped launch Blackfoot Charter Middle School</i>
2010-2015	Administrator on Duty as needed, Blackfoot Charter <i>Provided Administrative Coverage when principal was off property</i> <i>including student discipline and leading staff meetings.</i> <i>Schedules: Created annual building schedules for computer labs, recesses, lunch,</i> <i>library, paraprofessionals, and teacher duties. Made ISAT testing schedule. Assigned</i> <i>students to Drop Everything Mini-Electives Schedule every 3 weeks.</i> <i>Designed plan for classroom locations when additional portables were installed.</i>

TEACHING/CLASSROOM EXPERIENCE

- 2015-2017 Teacher, Blackfoot Charter Middle School
5th - 8th Drama, Readers Theater
6th Math; 5th ELA, Social Studies; 7th/8th ELA
- 2010-2015 Teacher, Blackfoot Charter Community Learning Center
Primarily taught 4th and 5th grades, all subjects
Several years multi-grade classroom, 3rd-5th, 4th-6th
1 semester 3rd grade Science, 1 semester 3rd grade Social Studies
- 2009-2010 Long Term Substitute, Blackfoot Charter School
3rd - 5th multi-grade classroom
- 2007-2009 Substitute Teacher, Blackfoot School District K - 12th
- Spring 2007 Daily parent volunteer for Mary Spiker, Idaho 2017 Teacher-of-the-Year
Irving Kindergarten Center, Blackfoot, ID
- 1990 Teacher Aide in 3rd grade for teacher preparation class, CSULB
Longden Elementary, Temple City, CA

COMMITTEE EXPERIENCE

- 2018 AdvancED Review Team Member
- 2007 -2011 Founder, Vice Chair of the Board
Idaho Science and Technology Charter School (ISTCS)
Served on Founding Board, Transitional Board, & Governing Board
- 2010 Idaho Charter School Network Programmatic Audit Team Member
- 1991-1992 Ritz-Carlton Quality Improvement Team Member

OTHER WORK EXPERIENCE

- 2007-2012 Worship Minister
Blackfoot First Baptist Church, ID
- 2000-2006 Director of Worship
Heritage Valley Christian Fellowship, Santa Paula, CA
Oversaw Music, Drama, Technology and Usher staffs.
Produced several multi-media Christmas shows.
- 1995-1999 Personal Assistant to Virginia Braun, Multi-Millionaire Socialite, Pasadena, CA

- 1992-1995 Executive Administrative Assistant
The Ritz-Carlton, Huntington Hotel
On the opening team for this Five Star, Four Diamond hotel.
Assistant to the two Executive Assistant Managers of a staff of 600.
Maintained confidentiality of high-profile guests, took meeting minutes at weekly board meetings, met with wine vendors, ordered office supplies, kept payroll hours for 66 kitchen employees. Coordinator with corporate headquarters for international simultaneous Cigar Smoker events.
- 1991-1992 Department Manager
Interviewed, hired and trained employees.
Handled guest complaints in a positive manner; received many thank you notes.
Attended in-house Manager training and Quality Improvement training seminars.
*Served on a QIT (Quality Improvement Team) when the hotel won the coveted **Malcolm Baldrige Award**.*
- 1987-1991 Property Manager
Music Theatre of Southern California, San Gabriel, CA
Managed props and trained and managed crew for large Broadway style productions, including 600 props for Peter Pan without error.
- 1985-1986 Assistant Property Manager
Music Theatre of Southern California

HONORS

- 2015 Kappa Delta Pi Honor Society
Nominated by WGU staff due to academic excellence
- 2010 ETS Recognition of Excellence
The Praxis Series Elementary Education
- 2010 ABCTE Score of Distinguished
Elementary Education
- 1992 Received Hotel Manager of the Future Nomination
The Ritz-Carlton, Huntington Hotel
3 of 600 employees were nominated
- 1990 Became Mrs. Mark Fisk
- 1990 Graduated Cum Laude
California State University, Long Beach
- 1990 Passed the NTE, National Teacher Exam
Performance Level of "High" in all four areas - ranked 92%.

- 1989 Passed the CBEST, California Basic Educational Skills Test
123 points needed; I received 205, including 79 out of 80 in mathematics.
- 1985 Excellence in Theatre Award
Temple City High School
- 1984/1985 President of Junior Statesmen of America
Temple City High School Chapter
- 1984 1st Place Trophy in Argumentation and Debate
Junior Statesmen of America at U.C. Davis
- 1983 1st Place Award for Public Speaking
2nd Place Award for Language and Literature
Academic Decathlon for Los Angeles County
- 1983 Attended Caltech for Biology and Geometry through high school G/T program

REFERENCES

Dr. Fred Ball, Charter Administrator
Blackfoot Charter and Bingham Academy Charter High School
fball@bccclc.com, 208-785-0381

Other References Available Upon Request

Lapwai School
Honoring the
Empowering the Present,

P.O Box 494 Lapwai, ID 83540

Iris Chimburas

Envisioning the Future

(208) 790-2653

ichimburas@lapwai.org

District
Past,

I am a researched based and forward thinking educator with a proven record of success in Discipline, Instruction, and Motivation. I believe learning will occur in a culturally responsive environment with learner-centered context, whereby the strengths students bring to school are identified, nurtured, and utilized to promote student achievement. I believe in the Nine Characteristics of High Performing Schools and consider these characteristics our ticket to creating more challenging and engaging learning, more rigor and relevance in the classroom, and high expectations for performance and behavior for students. I am a highly qualified teacher and prove this daily through Common Core aligned standards, a Culturally Responsive learning environment and approach to teaching, and through positive classroom management.

PROFESSIONAL DEVELOPMENT AND EFFECTIVE LEADERSHIP

- ▶ Fred Jones Positive Classroom Management
- ▶ Response To Intervention
- ▶ Bully Prevention
- ▶ Middle/High School Leadership Team
- ▶ Culturally Responsive Professional Learning Committee Team Leader
- ▶ Mathematical Thinking for Instruction
- ▶ Technology Certification
- ▶ 21st Century After-School
- ▶ GK-12 Math/Science
- ▶ Nez Perce State Tribal Education Partnership (STEP) Project
- ▶ Strong Leadership/Mentoring Teachers
- ▶ Excellent Organizational Skills
- ▶ Standard Based Lesson Planning
- ▶ Incorporated Research-Based Best Practices
- ▶ Differentiated Instruction
- ▶ Effective Classroom Management
- ▶ Cooperative Learning Environment
- ▶ Performance Assessments
- ▶ Curriculum Alignment
- ▶ Parent-Teacher Communication
- ▶ Technology Integration

EDUCATION AND CREDENTIALS

Bachelor of Science in Elementary Education K-8
Standard Exceptional Child Generalist K-12
Lewis Clark State College
Lewiston, ID 1998

Master of Education in Special Education
University of Idaho
Moscow, Id 2005

State of Idaho Teaching Credential
Standard Elementary All Subjects K-8
Standard Exceptional Child Generalist K-12

Masters in Education in Educational Leadership
Principal
University of Idaho
Tentative Completion Date of May 2016

LAPWAI SCHOOL DISTRICT
Certified Teacher

1999-Present

PLANNING FOR INSTRUCTION

- Create rigorous, objective-driven lessons directly aligned with state standards.
- Established clear objectives for all lessons, units, and projects and communicate those objectives to students.
- Plans and conducts balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.
- Incorporate research-based best practices into everyday teaching strategies.

DELIVERY OF INSTRUCTION

- Provide many and varied opportunities for students to achieve mastery while working to promote achievement by all students without exception.
- Clearly states objective while modeling, demonstrating, and explaining new content.
- Engaging students in the lesson through integrating verbal, visual, and physical modalities of learning.

ASSESSMENT

- Measure student achievement and progress towards goals using the formative and summative assessments.
- Provide ongoing and timely feedback to students on their progress by frequently checking for understanding.
- Use data to reflect on effectiveness of lessons and student achievement progress in order to improve on instruction and personal teaching practices.

LEARNING ENVIRONMENT

- Create a focused environment of respect that encourages students to take risks and strive to reach goals.
- Communicate and enforce high expectations and standards for behavior and academic performance, aligned with Fred Jones Positive Classroom Discipline, to create a strong culture of achievement and respect.
- Implement classroom procedures, systems, and routines that provide structure for students and maximize instructional time.
- Interact with students instructionally (explaining, checking, giving feedback) while creating mobility throughout the classroom.

FAMILY AND COMMUNITY RELATIONS

- Communicate respectfully and thoughtfully with parent/guardians remaining sensitive to different families' cultures, values and needs.

CONSENT
APRIL 19, 2018

- Work collaboratively with parents/guardians, families, and other members of the community to involve them in academic activities and to support the success of a diverse student population and to bring in volunteers and additional resources.

REFERENCES

Joyce McFarland
Education Manager
Nez Perce Tribe
(208) 621-4610
joycem@nezperce.org

Bill Hayne
Director of Field Experience/Instructor
Lewis Clark State College
(208)792-2080
bhayne@lcsc.edu

Bob Sobotta
Director of Native American Minority
Student Services
Lewis Clark State College
(208) 792-2858
bsobotta@lcsc.edu

Bart Stevens
Superintendent of Uintah and Ouray
Agency
Bureau of Indian Affairs
(435) 724-2571
bartholomew.stevens@bia.gov

24126 HEWETT RD. JULIAETTA, IDAHO 83535
PHONE 208-790-4026 • E-MAIL LAHEWETT@AOL.COM

SHEILA RAE HEWETT

PROFESSIONAL PROFILE

I am an Elementary Education Teacher with a valid teaching certificate, I have 29 years of work experience working in an elementary classroom. My work experience has been in Lapwai, Idaho. Lapwai is located in the heart of the Nez Perce Indian Reservation.

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WORK EXPERIENCE

1989 – Current	Lapwai School District #341	Lapwai, Idaho
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Position

- + First Grade Classroom
- + Second Grade
- + One year Pre-School & One year Kindergarten

1983 – 1989	St. Joseph's Regional Medical Center	Lewiston, Idaho
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Position

- + EKG technician
- + 4E & 4N Unit Secretary
- + Cafeteria Aide

EDUCATION

2000 – 2002	University of Idaho, Cohort 2, Wright fellowship	Moscow, Idaho
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Curriculum and instruction, M. ED

1984-1989	Lewis Clark State College	Lewiston, Idaho
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Elementary Education, BS

REFERENCES

Bob Sobotta	Native American, Minority Services LCSC	208-792-2858
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Dr. D'Lisa Pinkham	HS Principal, Lapwai, Idaho	208-843-2241
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